

CITY COUNCIL MEETING

**January 13, 2009
7:00 P.M.**

AGENDA

City of



The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.
Website: www.ci.bonney-lake.wa.us

"Where Dreams Can Soar"

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 action item appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address items on the "Consent Agenda" should do so during the "Citizen Comments" portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before taking action. Please look for the sign-up sheets near the Council Chamber doorway. (See Item II B. for Citizen Comments on other items of City business.)*

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

A. Flag Salute – Mayor Neil Johnson, Jr.

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Jim Rackley.

[Management Staff expected to be in attendance: City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Planning and Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

- a. **AB09-19** – Motion of the Bonney Lake City Council to confirm the Mayor's appointment of Karen A. Witters as a Park Board Commissioner.

3. Presentations: [A 1.2]

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

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

C. Correspondence: [A 1.2]

III. COUNCIL COMMITTEE REPORTS:

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

IV. CONSENT AGENDA:

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

- A. **Approval of Minutes:** November 25, 2008 Council Meeting, December 2, 2008 Council Workshop, December 9, 2008 Council Meeting and December 16, 2008 Council Workshop.
- B. **Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #53776 thru #53883 (including wire transfer #'s 11122008 & 91000022) in the amount of \$784,058.14; Accounts Payable checks/vouchers #53884 thru #53901 in the amount of \$2,019.99; Accounts Payable checks/vouchers #53902 thru 53972 in the amount of \$393,132.79; Accounts Payable checks/vouchers #53973 thru 54069 (including wire transfer #4215791) in the amount of \$192,098.90; Accounts Payable checks/vouchers #54070 thru 54073 in the amount of \$1,070.68; Accounts Payable checks/vouchers #54074 thru 54074 in the amount of \$2,228.92.
- C. **Payroll Certification:** Payroll for December 1-15th, 2008 for checks 27807-27812, including Deposits and Electronic Transfers for \$ 106,574.69 (Police Department); and Payroll for December 1-15th, 2008 for checks 27813-27842, including Deposits and Electronic Transfers for \$ 252,156.13 (AFSCME and Non-represented). Payroll for December 16-31st, 2008 for checks 27843-27852, including Deposits and Electronic Transfers for \$ 174,689.04 (Police Department) Payroll for December 16-31st, 2008 for checks 27853-27889, including Deposits and Electronic Transfers for \$ 387,593.32 (AFSCME and Non-represented)
- D. **AB09-15 – Ordinance D09-15** – An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Sections 16.20.030, 16.20.040, 16.20.060, And 16.20.070, And Their Underlying Ordinances; Repealing BLMC Chapter 16.26, And Its Underlying Ordinances; And Adding A New BLMC Chapter 16.26 To Allow For Adequate Flood Control Regulations.
- E. **AB09-01 – Resolution 1907** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Grant Agreement With Pierce County To Place Historical Markers In Bonney Lake.
- F. **AB09-04 – Resolution 1908** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing A Sewer Developer Extension Agreement With Michael R. Mastro For the Sunrise Manor Estate Project.
- G. **AB09-09 – Resolution 1913** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing A Water Developer Extension Agreement With Puget Sound Energy Company.

- H. **AB09-16 – Resolution 1901** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The 2009 Buckley Jail Service Contract Addendum.
 - I. **AB09-18 – Resolution 1906** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Northwest Fleet Lease, Corp.
 - J. **AB09-02** – A Motion of the City Council of the City of Bonney Lake To Accept As Complete The Bonney Lake Blvd/183rd/Locust Roadway, Sidewalk & Watermain Improvements Contract with Les Russell Construction.
- V. FINANCE COMMITTEE ISSUES:** (See Consent Agenda.)
- VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:** (See Consent Agenda.)
- VII. PUBLIC SAFETY COMMITTEE ISSUES:** (See Consent Agenda.)
- VIII. FULL COUNCIL ISSUES:**
- A. **AB09-06 – Resolution 1910** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Opposing Proposition 1, Charter Code City.
- IX. EXECUTIVE SESSION:** Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.
- X. ADJOURNMENT**

For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as soon as possible of the type of service or equipment needed.

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA

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



Department/Staff Contact: Police/ Chief Mitchell	Council Meeting Date: 01/06/09	Agenda Item Number AB09-16
Ordinance Number:	Resolution Number: 1901	Councilmember Sponsor: Dave King

BUDGET INFORMATON

<u>2008 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
\$55.00			

Explanation:

\$2.00 per day per inmate increase, for a total of \$57.00 per day beginning January 2009.

Agenda Subject:

2009 Buckley Jail Service Contract Addendum

Administrative Recommendation:

Recommend Council authorize the Mayor and City Attorney to sign the agreement.

Background Summary:

An increase of \$2.00 from \$55.00 to \$57.00 per inmate, per day for lodging. The City of Buckley has not increased their jail cost for several years while the cost for running the facility has increased substantially. The jail now offers prisoner transports, holds female prisoners, and added live scan fingerprint system. The \$2.00 increase is minimal compared to the cost increases at other facilities and the increased services we have received from the Buckley facility.

Council Committee Dates: Finance Committee: January 13, 2009 Public Safety Committee: January 5, 2009 Community Development & Planning Committee: Council Workshop:	Commission Dates: Planning Commission: Civil Service Commission:	Board/Hearing Examiner Dates: Park Board: Hearing Examiner:
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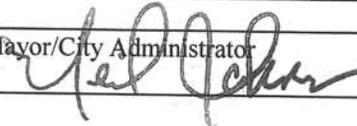
Council Action:

Council Call for Hearing: _____ Council Hearings Date: _____

Council Referred Back to: _____ Workshop: _____ Committee _____

Council Tabled Until: _____ Council Meeting Dates: January 13, 2009

Signatures:

Dept. Dir. Mike L. Mitchell	Mayor/City Administrator 	Date City Attorney reviewed
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PUBLIC SAFETY COMMITTEE

DATE: January 05, 2009

ORIGINATOR: Mike L. Mitchell

TITLE: Chief of Police

SUBJECT/DISCUSSION: 2009 Buckley Jail Service Contract Addendum

ORDINANCE/RESOLUTION # 1901

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Council authorize the Mayor and City Attorney to sign the agreement.

**ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
MAYOR
FINANCE DIRECTOR
CITY ATTORNEY**

BUDGET INFORMATION

BUDGETED ITEM: N/A

TOTAL COST: N/A

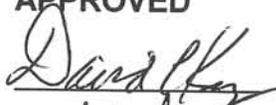
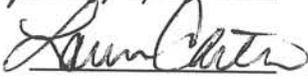
(Note: If budgeted item, attach copy of budget page and identify)

<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
55.00			

Explanation:

An increase of \$2.00 from \$55.00 to \$57.00 per inmate, per day for lodging. The City of Buckley has not increased their jail cost for several years while the cost for running the facility has increased substantially. The jail now offers prisoner transports, holds female prisoners, and added live scan fingerprint system. The \$2.00 increase is minimal compared to the cost increases at other facilities and the increased services we have received from the Buckley facility.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
David King, Chairperson	<u>1-5-09</u>		_____
Mark Hamilton	<u>1-05-09</u>		_____
Laurie Carter	<u>1-5-09</u>		_____

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK

FINANCE OFFICER

CITY ATTORNEY

Please schedule for Council Meeting date of: January 5, 2009

RESOLUTION NO. 1901

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY,
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE 2009 BUCKLEY
JAIL SERVICE CONTRACT ADDENDUM

WHEREAS, this addendum to a Jail Service Agreement currently in place, between the City of Buckley, a municipal corporation ("Buckley") and the City of Bonney Lake, a municipal corporation ("Bonney Lake").

WHEREAS, pursuant to Chapter 39.34 and 7048 RCW, Bonney Lake and BUCKLEY may enter into an agreement through their respective legislative bodies whereby BUCKLEY shall furnish jail facilities for Bonney Lake prisoners upon such terms as may be mutually agreed upon.

WHEREAS, The daily rate for lodging in the Buckley City Jail will increase from \$55.00 per inmate, per day to \$57.00 per inmate, per day.

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington hereby resolves as follows:

The Mayor is authorized to sign the Addendum from the City of Buckley authorizing the cost increase of \$2.00 per inmate, per day from \$55.00 to \$57.00 per inmate, per day.

PASSED BY THE CITY COUNCIL this _____ day of ^{January}~~December~~, 2009.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

JAIL SERVICE CONTRACT

THIS AGREEMENT, made and entered into this 1st day of January, 2009, by and between the CITY OF BONNEY LAKE, hereinafter called BONNEY LAKE, and the CITY OF BUCKLEY, hereinafter called "BUCKLEY".

WITNESSETH:

WHEREAS, pursuant to Chapters 39.34 and 70.48 RCW, BONNEY LAKE and BUCKLEY may enter into an agreement through their respective legislative bodies whereby BUCKLEY shall furnish jail facilities for BONNEY LAKE prisoners upon such terms as may be mutually agreed upon; and

WHEREAS, it is considered necessary and desirable in the public interest that BUCKLEY and BONNEY LAKE exercise the rights and privileges afforded by said statute:

NOW, THEREFORE, it is mutually agreed by and between BONNEY LAKE and BUCKLEY as follows:

1. AVAILABILITY OF JAIL FACILITIES

BUCKLEY agrees to furnish its facilities and personnel for the confinement of BONNEY LAKE prisoners in the same manner and to the same extent as BUCKLEY furnishes said services for confinement of its own prisoners. BUCKLEY jail facilities shall be made available and furnished for holding of BONNEY LAKE prisoners held upon arrest, awaiting trial and service of imposed jail terms. It is understood and agreed that BUCKLEY shall have no obligation to confine additional BONNEY LAKE prisoners when the BUCKLEY facility is at its maximum capacity and in such events, BONNEY LAKE will make diligent efforts to confine its prisoners elsewhere.

2. GUARANTEED BED SPACE

BONNEY LAKE agrees to pay BUCKLEY a daily rate for each day or portion of a day for each BONNEY LAKE Prisoner as set forth in this AGREEMENT.

- a. The term BONNEY LAKE prisoner as used in this Agreement shall mean persons confined in jail pursuant to a violation of a BONNEY LAKE ordinance or regulation chargeable as a misdemeanor or a gross misdemeanor.
- b. The daily rate for lodging, in the Buckley City Jail, shall be \$57.00 per day plus medical expenses.

3. METHOD AND TIME OF PAYMENTS

The amounts under the terms of this Agreement shall be due and payable within thirty days from and after receipt of an itemized invoice by each party to the other, listing thereon the services rendered and itemized billing therefore. BUCKLEY agrees to bill monthly for all sums described hereunder.

4. COPY OF ARREST WARRANT OR CITATION

BONNEY LAKE law enforcement officers placing BONNEY LAKE misdemeanor-charged prisoners in the BUCKLEY jail shall, in every instance, first furnish an arrest warrant or citation to the BUCKLEY jail.

5. BONNEY LAKE LAW ENFORCEMENT OFFICER PRESENCE

BONNEY LAKE law enforcement officer placing arrested prisoners in custody in the BUCKLEY jail shall be required to remain in the immediate presence of the arrested person and shall be considered to have such person in their sole custody until the BUCKLEY booking officer audibly states that the BONNEY LAKE law enforcement officer may leave, and as such time and only then, will BUCKLEY come into custody of said prisoner.

6. RECORDKEEPING

BONNEY LAKE agrees to maintain its own system of arrests and disposition finger print cards.

7. JAIL RULES AND REGULATIONS

BONNEY LAKE agrees that when any BONNEY LAKE prisoner is being delivered to the BUCKLEY jail, persons delivering said prisoners shall comply with such reasonable rules and regulations as shall from time to time be established. BONNEY LAKE prisoners in custody at the BUCKLEY jail will be subject to all applicable rules, regulations and standards governing operation of the BUCKLEY jail, including any emergency security rules imposed by the Chief of Police.

8. BONNEY LAKE ACCESS TO PRISONERS

All BONNEY LAKE Police Officers and investigators shall have the right to interview the prisoners inside the confines of the Buckley jail subject

only to necessary security rules. Interview rooms will be made available to BONNEY LAKE Police Officers in equal priority with those of any other department, including the Buckley Police Department.

9. RELEASE OF BONNEY LAKE PRISONERS FROM BUCKLEY JAIL

No BONNEY LAKE prisoners confined in the BUCKLEY jail shall be removed except:

- a. When requested by the BONNEY LAKE police department.
- b. By order of the BONNEY LAKE court in those matters in which it has jurisdiction, or upon order of the Pierce County District Court, or the Pierce County Superior Court in those matters in which said courts have jurisdiction.
- c. For appearance in the court in which a BONNEY LAKE prisoner is charged.
- d. In compliance with a writ of habeas corpus.
- e. For interviews by the BONNEY LAKE attorney or member of the BONNEY LAKE police department.
- f. If the prisoner has served his sentence of the charge pending against said prisoner has been dismissed or bail or other recognizance has been posted as required by the courts.

10. HEALTH CARE

BONNEY LAKE shall be responsible for all medical, dental or mental health costs incurred by or on behalf of a BONNEY LAKE prisoner including prescriptions, appliances, supplies or other treatments ordered by the practitioner, with the exception of the services currently provided within the Jail. BUCKLEY may refuse to accept a BONNEY LAKE prisoner in obvious need of medical, dental or mental health attention. Additionally, in the event a BONNEY LAKE prisoner's medical, dental or mental condition in the judgment of the BUCKLEY Jail necessitates the attention of a medical, dental or mental health professional, BONNEY LAKE authorizes BUCKLEY to solicit such medical dental or mental health services for the BONNEY LAKE prisoner. It is understood and agreed that prior to soliciting said services BUCKLEY shall make a reasonable effort to notify either orally or in writing the BONNEY LAKE Police Department of the COPS intention. All emergency situations shall

be handled according with BUCKLEY policy, with BONNEY LAKE being notified the next business day.

BUCKLEY shall only be responsible for a BONNEY LAKE prisoner's medical, dental or mental health costs if it is determined that said costs were incurred as a result of the negligence of BUCKLEY or its employees. BONNEY LAKE shall first notify BUCKLEY Chief of Police as to medical or mental health costs for BONNEY LAKE Prisoners. The parties shall make a good faith effort to resolve any disagreement under this paragraph. If a resolution cannot be reached, the parties shall refer the matter to an independent arbitrator selected by the parties. The cost of arbitration shall be the responsibility of the losing party. Each party shall be responsible for its costs and attorney fees.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

BONNEY LAKE agrees to indemnify and hold harmless BUCKLEY, its elected and appointed officers, agents and employees from and against all claims, demands and causes of action of any kind or character, including of defense thereof arising from actions of BONNEY LAKE or its officers or employees.

LAKE, Similarly, BUCKLEY agrees to indemnify and hold harmless BONNEY

Its elected and appointed officers and employees from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof arising from actions of BUCKLEY, its officers or employees in conducting the jail activity.

12 DURATION AND TERMINATION OF AGREEMENT

The duration of this Agreement shall be for the initial term of one year, commencing January 1, 2009, and shall continue in effect for subsequent calendar year terms provided that either party may terminate this Agreement by giving 90 days written notice to the other party. Provided further that the failure of any party to perform its obligations under this Agreement, said failure amounting to a substantial breach of the terms and conditions contained herein, shall constitute grounds for the withdrawal from this Agreement by any party adversely affected by said breach.

DATE 1/13/09

DATE _____

CITY OF BONNEY LAKE

CITY OF BUCKLEY

By: _____
Mayor

By: _____
Mayor

By: _____
Administrator

By: _____
Administrator

By: _____
Chief of Police

By: _____
Chief of Police

Approved as to form:

Approved as to form:

By: _____
City Attorney

By: _____
City Attorney



Police Department

Chief James Arsanto

August 7, 2008

Chief Mike Mitchell
Bonney Lake Police Department
18421 Old Buckley Hwy
Bonney Lake, WA 98391

RE: Jail Service Contract Daily Rate Increase

Dear Mike:

This letter is to advise you that as of January 1, 2009 the City of Buckley's daily jail rate will be increased to \$57.00 per day. As you are aware rates have not increased for several years and the cost of running a jail has increased significantly. We now offer Prisoner Transports most of the time, hold females when space is available, have added Live Scan fingerprint system to save your agency clerical time, and are looking in to video arrangements, which should be installed by the first of the year. Unfortunately these changes have forced me to evaluate the current daily bed rate and determine that an increase was necessassary.

I have included with this cover letter an Addendum to the current Jail Service Contract outlining the daily rate increase. Please obtain the proper approval and signatures and return to me as soon as possible. If you have any questions or comments please feel free to contact me.

Sincerely

Chief James Arsanto
Buckley Police Department
P.O. Box 640
Buckley, WA. 98321
jarsanto@cityofbuckley.com
(360) 829-3157
Cell (253) 377-9633

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



<u>Department/Staff Contact:</u> Det. Sgt. Kelly Maras	<u>Council Meeting Date:</u> January 13, 2009	<u>Agenda Item Number</u> AB09-18
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 1906	<u>Councilmember Sponsor:</u> Dave King

BUDGET INFORMATON

<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
\$ 0	\$19,800.00	N/A	N/A

Explanation:

To utilize drug fund money to lease three vehicles to be used by the Investigations unit. The approximate cost of each vehicle will be \$450.00 to \$500.00 per vehicle, per month. This will vary slightly per vehicle and an exact dollar figure can not be determined until the actual time of lease; however not to exceed \$550.00 per month, per vehicle. The vehicles will need to be equipped with an undercover operations style lighting package and radio. This will be a one time expenditure, as the equipment can be swapped out when the leases turn over. There would be a labor fee involved with this.

Agenda Subject:

A RESOLUTION of the City of Bonney Lake, Pierce County, Washington, authorizing drug fund money to lease three vehicles for use in narcotic and other investigations for the City of Bonney Lake. These vehicles will replace the current vehicles that are in use.

Administrative Recommendation:

Recommend approval.

Background Summary:

The Bonney Lake Police Departments Investigations Unit is looking to take a more aggressive/proactive approach in the detection and apprehension of both narcotics traffickers and other crimes taking place within the City of Bonney Lake. The current vehicles in use by the Investigations Unit have been in service between three and four years. Surveillance of narcotics traffickers and other in progress crimes require the use of vehicles that "blend" into the surrounding landscape. The vehicles we are currently using do not "blend" well since they have been in use for over three years and have become "known" to the criminal element in the area.

Two of the current vehicles are at the end of their use cycle and are requiring more maintenance then they are worth. The other vehicle would be better suited for patrol or administrative use. With that, this would be a perfect time to replace these used vehicles with the lease program.

The use of a leased vehicle will provide us quality vehicles that will "blend" and provide the opportunity to get "fresh" vehicles every two years. This will save the city money in vehicle repairs that would be typically associated with vehicles that are used for longer than two years. The use of the drug fund to purchase these vehicles will benefit the department, the city and the community greatly.

<u>Council Committee Dates:</u> Finance Committee: Jan 13, 2009	<u>Commission Dates:</u> Planning Commission:	<u>Board/Hearing Examiner Dates:</u> Park Board:
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Public Safety Committee: Jan 5, 2009 Community Development & Planning Committee:	Civil Service Commission:	Hearing Examiner:
Council Workshop: Jan 6, 2009		

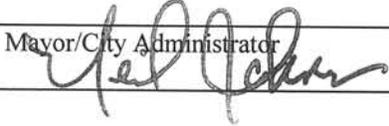
Council Action:

Council Call for Hearing:	Council Hearings Date:
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Council Referred Back to:	Workshop:	Committee
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Council Tabled Until:	Council Meeting Dates: January 13, 2009
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Signatures:

Dept. Dir. Mike L. Mitchell	Mayor/City Administrator 	Date City Attorney reviewed
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PUBLIC SAFETY COMMITTEE

DATE: January 5, 2009

ORIGINATOR: Kelly Maras

TITLE: Detective Sergeant

SUBJECT/DISCUSSION: Utilization of drug funds to lease three vehicles to be used by the investigations unit.

ORDINANCE/RESOLUTION #

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
MAYOR
FINANCE DIRECTOR
CITY ATTORNEY

BUDGET INFORMATION

BUDGETED ITEM: N/A

TOTAL COST: N/A

(Note: If budgeted item, attach copy of budget page and identify)

<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
0.00	\$19,800.00	N/A	N/A

Explanation: To utilize drug fund money to lease three vehicles to be used by the Investigations unit. The approximate cost of each vehicle will be \$450.00 to \$500.00 per vehicle, per month. This will vary slightly per vehicle and an exact dollar figure can not be determined until the actual time of lease; however not to exceed \$550.00 per month, per vehicle. The vehicles will need to be equipped with an undercover operations style lighting package and radio. This will be a one time expenditure, as the equipment can be swapped out when the leases turn over. There would be a labor fee involved with this.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	<u>DATE</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>
David King, Chairperson	<u>1-6-09</u>	<u>David King</u>	_____
Mark Hamilton	<u>1-6-09</u>	<u>Mark Hamilton</u>	_____
Laurie Carter	<u>1/6/09</u>	<u>Laurie Carter</u>	_____

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK

FINANCE OFFICER

CITY ATTORNEY

Please schedule for Council Meeting date of: January 13, 2009

RESOLUTION NO. 1906

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH
NORTHWEST FLEET LEASE, CORP.

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 13th day of January 2009

Neil Johnson Jr., Mayor

ATTEST:

I will have the option to purchase the vehicle from you on an AS-IS, WHERE-IS basis. If this lease is not in default, whether I terminate the lease early as permitted in paragraph 11 or the lease terminates as originally scheduled. The purchase price will be the sum of the following:

- (a) A \$150 purchase fee; plus
- (b) If the purchase is at early termination, the Lease Balance as determined in paragraph 6, or if the purchase is at lease expiration, the greater of the current NADA Official Used Car Guide or the End of Term Residual Value as stated in paragraph 3(c); plus
- (c) Any official fees and taxes imposed in connection with purchase of the vehicle.

8. Title.

I understand this instrument is a lease and not an installment sale contract. I realize that except for my right to possess and use the vehicle while I keep my promises under this lease, I have no ownership interest in the vehicle, its equipment, accessories or replacement parts unless I exercise the purchase option.

9. Late Charge.

If any monthly payment is not received by you within ten (10) days of its due date, I agree to pay a late charge of 5% of the unpaid amount. Also, if any payment method I use is dishonored, I will pay you a \$25 returned payment fee.

10. Vehicle Return, Valuation, and Allocation of Liability.

I understand that unless I have exercised my option to purchase under paragraph 7 upon lease termination, whether early or upon expiration of this lease, I must return the vehicle to the place indicated in paragraph 3(g). I also understand that I am responsible for my termination liability as calculated in paragraphs 11 and 12 below, whichever is applicable.

Following the vehicle's return on an early termination, my termination liability may be affected by the realized value of the vehicle, which will be determined in one of the following ways:

- (a) Within ten (10) days after return of the vehicle, you and I may enter into a written agreement as to the vehicle's value, should I request it; or
- (b) If the realized value is not determined as above within ten (10) days after return of the vehicle, you will attempt to obtain three (3) bids to purchase the vehicle at wholesale for cash or to dispose of the vehicle in some other commercially reasonable manner. If bids are received and you decide not to sell the vehicle to any bidder, the highest bona fide bid received (which is supported by whatever proof of ability to pay you may require) less your costs of sale will be considered the realized value of the vehicle. Otherwise, the realized value amount will equal the disposition proceeds net of any official fees and taxes imposed upon vehicle disposition and your costs of repair and disposition.

If I do not return the vehicle at lease expiration, I will pay an additional month's rent for each month or portion of a month I retain the vehicle.

11. Early Termination Liability.

I may terminate this lease at any time after I sign this lease if this lease is not in default and I have given you not less than ten (10) days notice. You may terminate it if conditions as stated in paragraph 17 occur or this lease is in default as stated in paragraph 18.

I agree that my payment liability upon early termination will be computed as follows:

- (a) All past due monthly payments and other charges for which I am responsible under the lease; plus
- (b) The Lease Balance; plus
- (c) A lease termination charge of \$250; plus
- (d) Any official fees and taxes imposed in connection with lease termination.

The realized value will be compared to my liability, and I will pay you any deficiency.

12. End of Lease Termination Liability.

I agree that my payment liability at the end of the lease term will be the sum of:

- (a) Any monthly payments already due you which are unpaid and any other amounts arising from my failure to keep my promises under this lease; plus
- (b) Any excess mileage charge due under paragraph 3(h) and any wear and tear charges due under paragraph 13; plus
- (c) Any official fees and taxes imposed in connection with lease termination.

13. Vehicle Maintenance and Return Standards.

I agree at my expense to have the vehicle serviced in accordance with the manufacturer's recommendations as prescribed in the owner's manual, to maintain the vehicle in good running order and condition, to pay all costs of operation and to have necessary repairs made. Without your prior written consent, I will not make any changes to the vehicle which would decrease its economic value or functional utility. Any changes made to the vehicle which cannot be removed without decreasing its economic value or functional utility will become your property when made. If you request, you may inspect the vehicle at any reasonable time. I agree to pay for all operating expenses and expenses necessary to maintain the vehicle in good condition. I will also maintain proper oil, battery and cooling levels and protection against freezing of the radiator and engine. I realize that when I return the vehicle to you, it should be in good repair, condition and running order. I will pay any amounts you pay or, at lease expiration, which a competent appraiser indicates are required to put the vehicle in this condition. Repairs for which I might be liable include (a) glass that is damaged or broken or that I have tinted, (b) damaged body, fenders, metal work, lights, trim or paint, (c) missing equipment that was in the vehicle when delivered and has not been replaced with equipment of equal quality and design, (d) missing wheel covers, jack or wheel wrench, (e) missing wheels or tires (including spares) or unsafe wheels or tires (snow tires are not acceptable), (f) any tire with less than 1/8 inch tread remaining at its shallowest point, (g) torn, damaged or stained dash, floor covers, seats, headliners, upholstery, interior work or trunk liners, (h) damage or other condition that makes the vehicle unsafe or unlawful to operate, (i) any mechanical damage or other condition that causes the vehicle to operate in a noisy, rough or improper manner and (j) any other damage, whether or not covered by insurance. I also realize that if the vehicle has suffered frame damage or other substantial damage or if its odometer has been inoperative or tampered with, even though the damage or odometer may have been repaired, the value of the vehicle will be substantially less than the value of an identical vehicle which has not had frame damage or suffered substantial other damage or had an inoperative odometer or one which was tampered with. I agree that my obligations include this difference.

14. Vehicle Warranties and Disclaimers.

To the extent they are assignable, you agree to assign to me all your rights and remedies under the warranties applicable to the vehicle which have been made by its manufacturer. I ACKNOWLEDGE THAT YOU MAKE NO EXPRESSED WARRANTIES REGARDING THE VEHICLE, THAT YOU DISCLAIM ANY IMPLIED WARRANTIES AND THAT I AM LEASING THE VEHICLE FROM YOU "AS-IS AND WITH ALL FAULTS."

15. Liens and Claims.

I WILL KEEP THIS LEASE AND THE VEHICLE FREE FROM ANY LIENS, ENCUMBRANCES OR CLAIMS AND I HAVE NO RIGHT TO SUBLET OR LEND THIS VEHICLE. I agree that you may assign an interest in this lease or the vehicle and that if I receive written notice of the assignment, I will acknowledge the notice and pay any assigned amounts specified in the notice as you have directed. I further agree that the rights of your assignee will be free of any claims I may have against you and further that no assignee is responsible for the performance of any of your duties under this lease, unless the assignee expressly assumes the duties. I will indemnify and hold you harmless against any claim, liability, loss or expense, including your court costs and attorneys fees, arising from the operation, condition or ownership of the vehicle. This indemnity includes strict and vicarious liability claims.

16. Use of Vehicle.

I will not use or permit use of the vehicle:

- (a) For any unlawful purpose or in violation of any law;
- (b) By a person not having a valid driver's license or one who for insurance purposes is deemed an assigned risk or one who does not exercise reasonable care in its operation;
- (c) For the transportation of persons for hire;
- (d) Outside the state of my residence when I sign this lease for a period exceeding thirty (30) days without your prior written consent;
- (e) For towing in excess of manufacturer's recommendations; or
- (f) Outside the Continental United States or Canada without your prior written consent.

17. Damage, Loss or Potential Loss of Vehicle.

I agree to be responsible for the risk of loss, damage or destruction of the vehicle during the lease term and until I return the vehicle to you. If the vehicle is damaged, destroyed in an accident or other occurrence, confiscated by any governmental authority, stolen, abandoned or is subject to undue peril, I will notify you in writing of such occurrence or condition as soon as possible. If the vehicle is damaged and is in a condition which you believe is beyond reasonable repair or if any other occurrence or condition included above happens, you have the right to terminate the lease on notice to me. If the lease is terminated, my termination liability will be determined as if I were purchasing the vehicle, and thus I will owe you any amounts then due under the lease plus the purchase option price calculated in paragraph 7. Any loss proceeds you receive from the insurance I provide will be credited to my liability under this paragraph.

18. Default.

This lease may be treated as being in default:

- (a) If any information in my credit application or that of a guarantor of this lease is false or misleading;
- (b) If I fail either to make a monthly payment when due or otherwise to keep my promises under this lease or any other agreement I have with you; or
- (c) If I or a guarantor becomes insolvent or dies.

In the event of default, you may do any one or more of the following upon giving me any notices as required by law: (a) take any reasonable measures designed either to correct the default or to save yourself from loss, such as purchasing insurance to protect your interest if I fail to fulfill my obligations under paragraph 4, in which case I will pay you upon demand for the costs and expenses incurred; (b) terminate the lease and my rights to possess and use the vehicle; (c) take possession of the vehicle by any method or manner permitted by law; (d) determine my termination liability on an early termination basis which I agree to pay upon your demand; (e) apply my security deposit to any amounts I owe you; and/or (f) pursue any other remedy permitted by law.

I also agree to pay you upon your demand for all collections and legal costs, including reasonable attorney's fees and court costs, you incur in any related civil court or bankruptcy proceeding to the extent permitted by law.

19. More than one Lessee.

I agree that if more than one lessee signs this lease, all lessees will be jointly and severally liable. I also agree that you can waive or delay the enforcement of your rights as to one lessee without affecting your rights to any other lessees and that you can release any lessee from his or her obligations without releasing any other lessees from their obligations.

20. Tax Consequences.

I acknowledge that neither you nor any of your representatives have given me any information or advice on which I am relying regarding any possible tax consequences or benefits under this lease.

21. General and Miscellaneous Provisions.

I understand that:

- (a) Your waiver or delay in requiring me to keep my promises or in enforcing your rights will not affect your liability to require me to keep my promises or to enforce your rights afterwards;
- (b) You have no obligation to provide a replacement vehicle for any reason;
- (c) Notices under this lease must be in writing, addressed to the appropriate party at the address shown above and must be mailed by U.S. Mail, first class postage prepaid, and each party shall notify the other of a change in address;
- (d) Any changes to this lease must be in writing and signed by the party to be bound.
- (e) Any security deposit shown in paragraph 2(e) will not be considered as rent, will not bear interest and will not release me from any of my obligations to you, and you may at any time apply the deposit to the payment of my obligations to you. I understand that you will return any remaining balance of the deposit after I have paid off my liability under this lease;
- (f) This lease constitutes the entire agreement on both parties as to the leasing of the vehicle and shall be binding on their heirs, executors and administrators and their legal representatives and successors and assigns.
- (g) This lease shall be governed by Washington law, and venue for any related action will be in King County, Washington or another venue you select with jurisdiction.
- (h) I represent this lease has been duly authorized, executed and delivered, and, if I am an organization, the person signing on my behalf warrants that person's authority to do so.

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

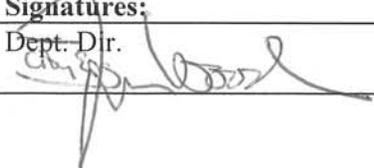
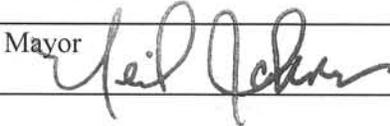
Department/Staff Contact: PW Director Dan Grigsby	Council/Wkshp Meeting Date: January 13, 2009	Agenda Item Number AB09-02
Ordinance Number:	Resolution Number: N/A	Councilmember Sponsor:
<u>BUDGET INFORMATION</u>		
2008 Budget Amount	Required Expenditure	Impact N/A
		Remaining Balance
Explanation: Retainage release of \$42,833.61 once contract closeout documents/requirements are met.		
Agenda Subject: Motion to accept as complete for the Bonney Lake Blvd/183rd/Locust Roadway, Sidewalk & Watermain Improvements Contract with Les Russell Construction		

Administrative Recommendation:

<p>Background Summary: Request Council accepts the Bonney Lake Blvd/183rd/Locust Roadway, Sidewalk & Watermain Improvements Contract with Les Russell Construction as complete.</p> <p>Resolution 1819, dated <u>May 27 2008</u> awarded the construction contract to Les Russell Construction in the amount of \$752,428.76. This project was to rebuild Bonney Lake Blvd and replace the water line from Locust Ave to 181st Ave, rebuild 183rd Ave from Bonney Lake Blvd to 74th St., and construct sidewalk along the west side of Locust Avenue north of Sumner-Buckley Hwy. The project included a pavement overlay, constructing curb, gutter and sidewalk along the north side of Bonney Lake Blvd and along the east side of 183rd St. and make drainage improvements along Bonney Lake Blvd and 183rd Street.</p> <p><u>Project Total Costs:</u> Design = \$42,243.56 Construction costs = \$872,726.60 Construction Inspections/surveying/field engineering = \$29,926.76</p> <p>Actual total costs for construction including construction inspections= <u>\$902,653.36</u> Budget total for construction including construction inspections = <u>\$887,864.76</u> Over Budget- \$14,788.60</p> <p>There were two substantial change orders to this contract, approved by Council: \$20,310.10, Resolution #1881- price adjustment to hot mix asphalt (economic impact on WSDOT asphalt oil price index) \$23,706.73, Resolution #1887- additional overlay work on 183rd Ave E outside the scope of the contract.</p> <p>Total contract amount paid to Les Russell Construction was \$872,864.76 with \$42,883.61 retainage withheld with final pay estimate on <u>December 12, 2008</u>.</p> <p>As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and project close out documents are nearing completion. The Department of Revenue and L&I have been notified and we are awaiting confirmation from these two organizations that there are no unpaid taxes or wages.</p> <p><u>Attachments:</u> Res #1819, Original Agenda Bill AB08-70, Notice of Completion of Public Works Contract to Dept of Revenue, 7 photos of project under construction</p>
--

Council Committee Dates:	Commission Dates:	Board/Hearing Examiner Dates:
Finance Committee: Public Safety Committee: Community Development & Planning Committee: 1/5/09 Council Workshop:	Planning Commission: Civil Service Commission:	Park Board: Hearing Examiner:

Council Action:
Council Call for Hearing: _____ Council Hearings Date: _____
Council Referred Back to: _____ Workshop: _____ Committee: _____
Council Tabled Until: _____ Council Meeting Dates: 1/13/09

Signatures:		
Dept. Dir. 	Mayor 	Date City Attorney reviewed

Driver Name _____
Delivery Date _____

Lease No. _____
Customer No. _____
Lease Date _____

CLOSED END COMMERCIAL VEHICLE LEASE AGREEMENT

This is the agreement between:

LESSOR: **NORTHWEST FLEETLEASE, CORP.**
ADDRESS: 18110 East Valley Highway, Kent, WA 98032
and
LESSEE(S): _____

ADDRESS(ES): _____

and covers the lease of the vehicle described below. As used in this lease, the words "I," "me" or "my" refer to the lessee and "you" or "your" refer to the lessor.

NEW or USED	YEAR	MAKE	MODEL	COLOR	VEHICLE ID#	ODOMETER AT DELIVERY

1. Agreement to Lease.

I agree to lease the above-described vehicle from you. I agree to be bound by the terms and agreements contained in this lease. The obligations I have under this lease will begin when you and I sign this form. If the vehicle is not delivered to me at such time, you will use your best efforts to deliver it to me as soon as practicable. It is expressly agreed that you assume no liability or responsibility for any acts or omissions of me or of my agents or employees, or for damage to any property of mine or damage to any other person's property or person caused by the vehicle. I expressly agree to assume such liability and responsibility.

2. Amounts Due Upon Lease Signing.

I will pay the amounts indicated below when I sign this lease:

- (a) Capitalized Cost Reduction Payment \$ _____
- (b) Tax on Cap Cost Reduction Payment \$ _____
- (c) Pro Rata Lease/Rental Payment \$ _____
- (d) Tax on Pro Rata Lease/Rental Payment \$ _____
- (e) Refundable Security Deposit \$ _____
- (f) Initial Monthly Payment (incl. tax) \$ _____
- (g) Estimate vehicle excise tax, license, title, and registration fees (includes \$2.50 dealer administrative fee) \$ _____
- (h) Documentary Service Fee \$ _____
- (i) Other \$ _____
- (j) Other \$ _____
- (k) TOTAL (a through j) \$ _____

3. Lease Computation.

- (a) Initial Term (from lease date): _____ Months
- (b) Monthly Obligation:
Basic Monthly Payment..... \$ _____ per mo.
Sales Tax \$ _____ per mo.
Other \$ _____ per mo.
TOTAL MONTHLY PAYMENT..... \$ _____ per mo.
- (c) End of Term Residual Value \$ _____
- (d) Discount Rate %
- (e) The Pro Rata Lease/Rental Payment is due on the delivery date. The first Monthly Payment is due by _____. The second monthly payment is due by _____ and subsequent payments are due by the same day of each succeeding month. I may have a credit against the sales tax on a payment based on a trade-in I may have made.
- (f) The vehicle shall be principally garaged at: _____
(City and State)
- (g) At termination the vehicle is to be returned to: _____
(City and State)
- (h) The mileage allowance for the full term of the lease will be _____ miles. In the event I drive the leased vehicle more than the miles indicated for the full term of the lease, I agree to pay you a charge equal to _____ for each mile drive in excess of the mileage indicated above.

4. Insurance.

I agree that I must pay for and maintain during the lease term, and until the vehicle is returned to you, insurance on the vehicle as designated below and which has the following minimum coverages:

- (a) Bodily Injury Liability \$ 250,000/500,000
- (b) Property Damage Liability \$ 100,000
- (c) Comprehensive (including Fire and Theft) with a maximum deductible of..... \$ 500
- (d) Collision with a maximum deductible of..... \$ 500

I understand that the policy must provide you with primary coverage as an ADDITIONAL INSURED under (a) and (b) and provide that you and/or your lender as your interests appear are LOSS PAYEE under (c) and (d). I will buy the insurance from an insurance company which is acceptable to you, and the policy must state that you will be given at least ten (10) days advance written notice of any cancellation, reduction or material change in coverage. I also will furnish you with whatever written proof of coverage you may request. I understand that you may revise the types and amounts of required coverages to reflect changes in the risks you are assuming in connection with this lease. I agree to obtain endorsements providing the revised coverage within ten (10) days of your request. I also understand that the payment of any deductibles or of any deficiencies between the insurance coverages and my liabilities under this lease is my responsibility. I further understand that lapse or cancellation of the required insurance shall be an immediate and automatic default of the lease on my part.

5. Official Fees and Taxes.

I will pay when due to you or as you direct all sales, use, property or other taxes and all official fees and charges of any nature, including titling and registration fees (together with any interest or penalties not arising from your negligence) imposed in connection with this lease or levied on the vehicle by any federal, state, county or local government authority (excepting, however, any taxes based on your net income).

6. Lease Balance.

I understand that my liability on early termination of this lease is discussed in paragraphs 7, 11, 17 and 18. The term "Lease Balance" is used in connection with calculating my early termination liability. At any point in time, the Lease Balance equals the remaining stream of payments due under the lease discounted to present value at the discount rate shown in paragraph 3(d) plus the End of Term Residual Value shown in paragraph 3(c) similarly discounted.

I have read both sides of this lease and received a completely filled in copy before signing below.

Date _____
NORTHWEST FLEETLEASE, CORP.
By _____
Title _____

By _____
Title _____
By _____
Title _____

SECURITY INTEREST

This lease and the vehicle are subject to a security interest you granted to _____ ("Bank"). My rights are subordinate to Bank's lien. Bank may enforce any of your rights under this lease but has assumed none of your duties. If Bank directs me to make lease payments to Bank, I will do so as Bank directs. Bank's rights are free of any defenses, offsets or counterclaims I may have against you.

NWFL CE 1107

COMMUNITY DEVELOPMENT COMMITTEE

Action Item #1

DATE: January 5, 2009

ORIGINATOR: Dan Grigsby

TITLE: Public Works Director

SUBJECT: Motion to accept as complete for the Bonney Lake Blvd/183rd/Locust Roadway, Sidewalk & Watermain Improvements Contract with Les Russell Construction Request Council accepts the Bonney Lake Blvd/183rd/Locust Roadway, Sidewalk & Watermain Improvements Contract with Les Russell Construction as complete. Resolution 1819, dated May 27 2008 awarded the construction contract to Les Russell Constructicon. in the amount of \$752,428.76. This project was to repaint both the inside and outside of the 800,000 gallon water tank located near Lakeridge Middle School.

Project Total Costs:

Design = \$22,014.50

Construction costs = \$268,113.93

Construction Inspections/surveying/field engineering = \$8,881.77

Actual total costs for construction including construction inspections= \$276,995.70

Budget total for construction including construction inspections = \$298,789.57

Under Budget- \$21,793.87

Total contract amount paid to HIC Industrial & Marine Coatings, Inc. was \$265,417.73 with \$12,197.51 retainage withheld with final pay estimate on July 18, 2008.

As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and project close out documents are nearing completion. The Department of Revenue and L&I have been notified and we are awaiting confirmation from these two organizations that there are no unpaid taxes or wages.

ORDINANCE/RESOLUTION:

REQUEST OR RECOMMENDATION BY ORIGINATOR:

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

CITY ATTORNEY _____

2008 Budget Amount Current Balance Required Expenditure Remaining Balance

Explanation:

Retainage release of \$42,833.61 once contract closeout documents/requirements are met.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	1-5-09	<i>James Rackley</i>	_____
David Bowen	1-5-09	<i>David Bowen</i>	_____
Dan Decker	1-5-09	<i>Dan Decker</i>	_____

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK

CITY ATTORNEY

Please schedule for City Council Meeting date of: January 13, 2008

Consent Agenda: Yes No

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

Department/Staff Contact: City Engineer John Woodcock	Council/Wkshp Meeting Date: May 27, 2008	Agenda Item Number AB08-70
Ordinance Number:	Resolution Number: 1819	Councilmember Sponsor:
BUDGET INFORMATON		
2008 Budget Amount	Required Expenditure	Impact
Street \$649,000	Street \$477,798.00	\$887,864.76
Sidewalk \$239,000	Sidewalk \$57,145.00	\$217,621.00 (Street and Sidewalk)
Water \$1,376,512	Water \$217,485.76	
Total \$2,302,000	Contingency (10%) \$75,242.00	
	Construction Eng. (8%) \$60,194.00	
Explanation:		
301.097.595.30.065 Street Reconstruction Program		301.098.595.30.065 Street Overlay Program
301.098.595.30.065 Sidewalk Reconstruction Program		401.999.594.13.065 Water Improvements
Agenda Subject: Award the Bonney Lake Blvd and 183rd St. Reconstruction Contract to Les Russell Construction.		

Administrative Recommendation:

Background Summary: This project will rebuild Bonney Lake Blvd and replace the water line from Locust Ave to 181st Ave, rebuild 183rd Ave from Bonney Lake Blvd to 74th St, and construct sidewalk along the west side of Locust Avenue north of Sumner-Buckley Hwy. The project will include a pavement overlay, constructing curb, gutter, and sidewalk along the north side of Bonney Lake Blvd and along the east side of 183rd St. and make drainage improvements along Bonney Lake Blvd and 183rd St.

The City opened bids on May 15, 2008. The City received 10 bids and Les Russell Construction was the low bidder with a bid of \$752,428.76. Public Works is requesting to include 10% of the bid (\$75,242.00) for contingencies, and 8% (60,194.00) for construction management, inspection, and survey not included in the contractor's bid.

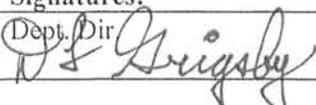
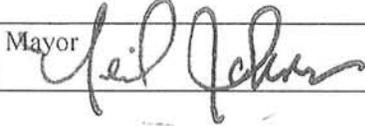
Attachments: Bid Result Tabulation, Bid Documents

Council Committee Dates:	Commission Dates:	Board/Hearing Examiner Dates:
Finance Committee:	Planning Commission:	Park Board:
Public Safety Committee:	Civil Service Commission:	Hearing Examiner:
Community Development & Planning Committee: 5/19/08		
Council Workshop:		

Council Action:

Council Call for Hearing:	Council Hearings Date:
Council Referred Back to:	Workshop: Committee
Council Tabled Until:	Council Meeting Dates: 5/27/08

Signatures:

Dept. Dir. 	Mayor 	Date City Attorney reviewed
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Contractor's Registration No. (UBI No.) 601 861 428

Date 12/15/08

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

From:

Name & Address of Public Agency
City of Bonney Lake PO Box 7380 Bonney Lake, WA 98391

Department Use Only
Assigned To _____
Date Assigned _____

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

Description of Contract		Contract Number
Bonney Lake Blvd/183 rd /Locust Roadway, Sidwalk & Watermain		
Contractor's Name		Telephone Number
Les Russell Construction		253-435-4157
Contractor's Address		
1002 39 th Ave., SW, Suite 301 Puyallup, WA 98373		
Date Work Commenced	Date Work Completed	Date Work Accepted
6/18/08	10/1/08	12/5/08
Surety or Bonding Company		
Travelers Casualty and Surety Company of America		
Agent's Address		
Propel Insurance, 1201 Pacific Ave., Suite 1000 Tacoma, WA 98402		

Contract Amount	\$ 734,838.76		
Additions	\$ + 121,776.46	Liquidated Damages	\$
Reductions	\$ -		
Sub-Total	\$ 856,615.22	Amount Disbursed	\$ 829,895.98
Amount of Sales Tax Paid at <u>8.8 %</u>	\$ 16,114.37	Amount Retained	\$ 42,833.61
<i>(If various rates apply, please send a breakdown.)</i>			
TOTAL	\$ 872,729.59	TOTAL	\$ 872,729.59

Comments: * A portion of the contract amount is not subject to sales tax (\$ 673,495.19)

Disbursing Officer
Signature _____
Type or Print Name <u>John Woodcook</u>
Phone Number <u>253-447-4336</u>

The Disbursing Officer must complete and mail **THREE** copies of this notice to the Department of Revenue, PO Box 47474, Olympia, WA 98504-7474, immediately after acceptance of the work done under this contract. **NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS** until receipt of Department's certificate, and then only in accordance with said certificate.

To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 753-3217. Teletype (TTY) users please call (800) 451-7985. You may also access tax information on our Internet home page at <http://dor.wa.gov>.



181ST AVE & B.K.K. BLVD.



181ST AVE & B. LK. BLVD.



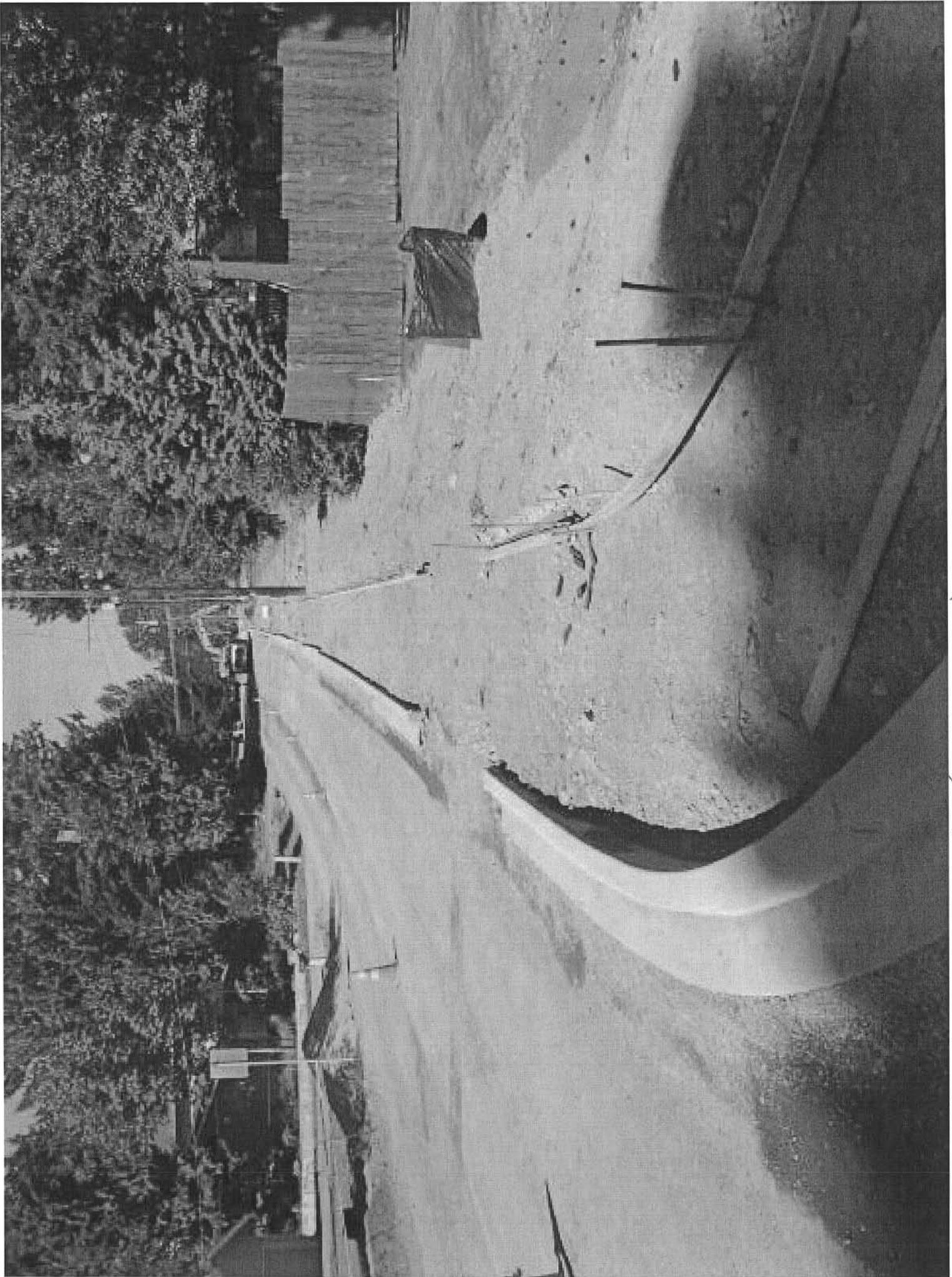
181ST AVE. & B. LK. BLVD.



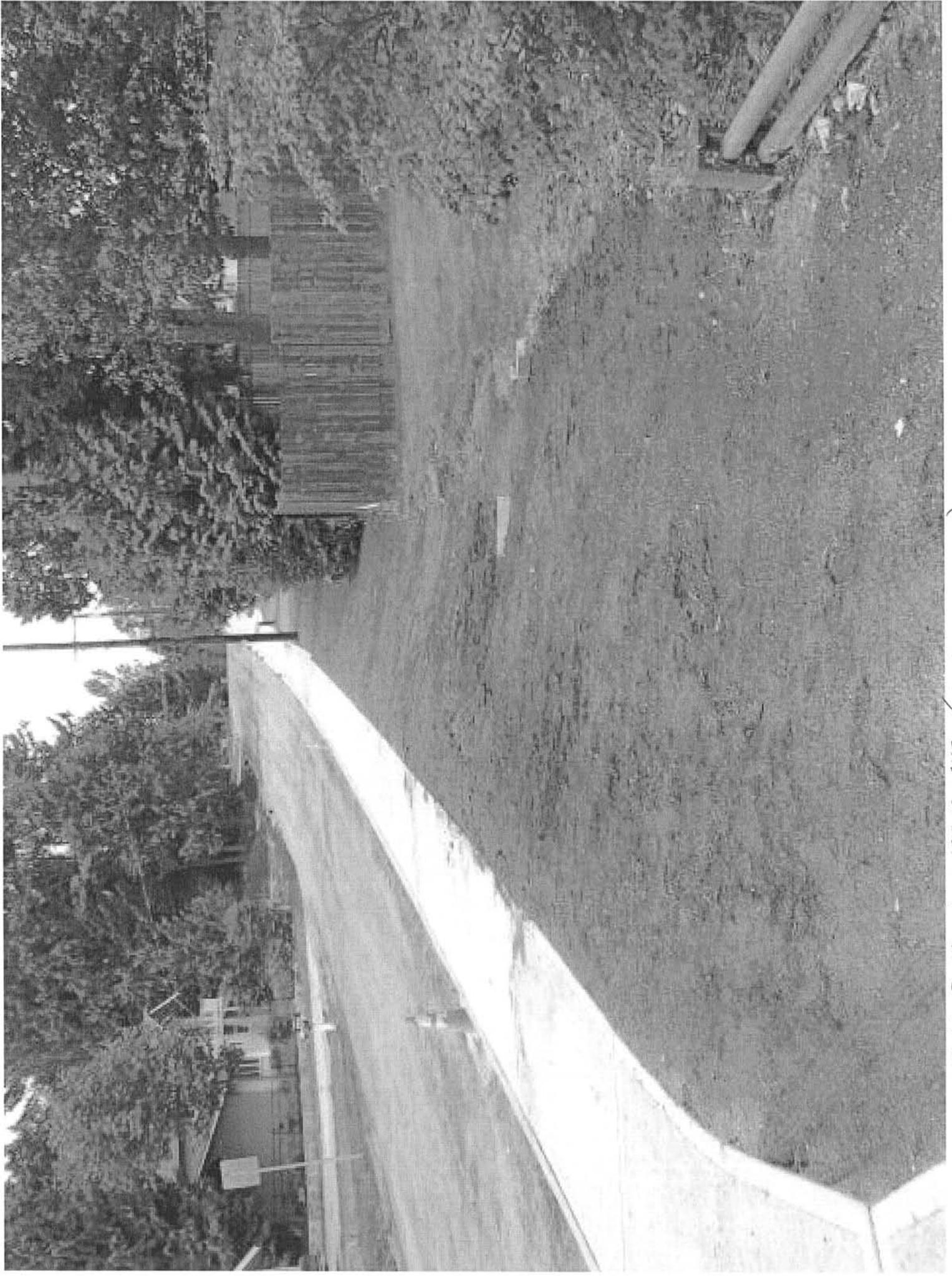
B.I.K. BLVD (LOOKING EAST TOWARD 183RD AVE)



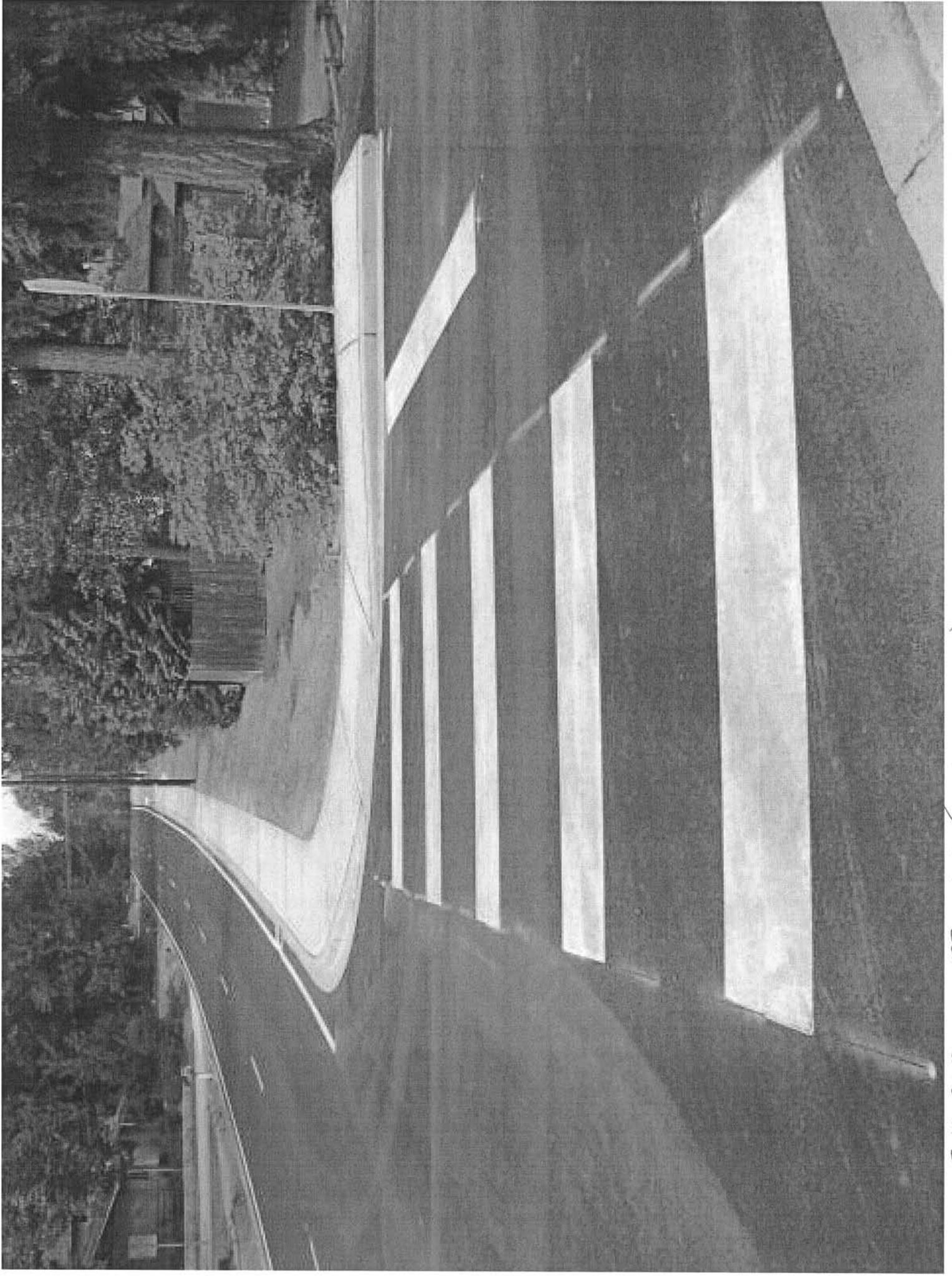
B. LK. BLVD. (LOOKING EAST TOWARD 183RD AVE)



B LK. BLVD. AT 183 RD AVE (LOOKING WEST)



B. I. K. BLVD. AT 183RD AVE (LOOKING WEST)



B.LK. BLVD. AT 183RD AVE. (LOOKING WEST)

RESOLUTION NO. 1819

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDING THE BONNEY LAKE BOULEVARD / 183RD AVE E / LOCUST AVE 2008 ROADWAY, SIDEWALK AND WATERMAIN IMPROVEMENTS TO LES RUSSELL CONSTRUCTION

WHEREAS, the City Council approved the design of the Bonney Lake Blvd and 183rd Ave E Roadway, Sidewalk, and Watermain Improvements Project by Resolutions 1675 and 1745 on April 10, 2007 and August 28, 2007 respectively; and

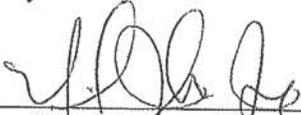
WHEREAS, the City advertised and opened bids for construction on May 15, 2008 and has determined the lowest responsible bid for this contract was received from Les Russell Construction; and

WHEREAS, the City Council adopted this project in the Street CIP budget for construction in 2008; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with RW Scott Construction in the amount of \$752,428.76, which includes tax.

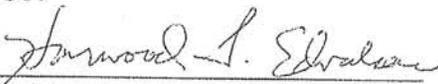
BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency (\$75,242.00) amount based on the contract bid amount as well as an 8% Construction Engineering (\$60,194.00) amount based on the contract bid.

PASSED and adopted by the City Council this 27th day of May 2008.



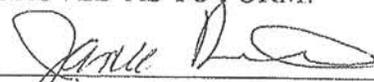
Neil Johnson, Mayor

ATTEST:



Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:



James Dionne, City Attorney

RESOLUTION NO. 1910

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, OPPOSING PROPOSITION 1, CHARTER CODE CITY.

WHEREAS, a Petition was filed pursuant to Chapter 35A.08 RCW to submit to the voters the question of whether the City of Bonney Lake shall become a charter code city; and

WHEREAS, a special election will be held February 3, 2009 to vote on Proposition 1, which proposition would change the City of Bonney Lake's classification under Revised Code of Washington Title 35A to a charter code city and would authorize a charter commission consisting of fifteen elected charter commissioners to study and draft a charter for submission to the voters for their consideration at a subsequent election; and

WHEREAS, the City Council wishes to take action at an open public meeting to express a collective decision to oppose Proposition 1 to become a Charter Code City; and

WHEREAS, required notice of the Council's intent to take has been given by publishing such ballot proposition title and number on the Council's Agenda;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve as follows:

Section 1: The City Council hereby opposes Proposition 1 to become a Charter Code City for the following reasons:

- A. There are 138 Mayor-Council Non-Charter Code Cities in the State of Washington. There are ZERO Mayor-Council Charter Code Cities in the state, and only 1 Charter Code City in the State (Kelso, with a Council-Manager form of government). While other cities have had similar elections to become a charter code City, the voters of those cities have soundly rejected the proposition. It has not been found to be necessary elsewhere, and is not necessary here. The current form of government is flexible and can be easily amended as needed to meet the needs of the citizens.
- B. Councilmember Dan Decker submitted the petition to change to a charter code city. The last initiative he submitted was to switch to a Council-Manager form of government. That initiative was soundly defeated by the voters. This proposition is not necessary, was not initiated by the full council, and the voters have already spoken regarding adoption of the council-manager plan of government.
- C. The public and private costs to develop and implement a city charter, as well as hold the elections, are estimated to be between \$170,000 and \$416,000. If a new charter meant the replacement of key staff, there would be additional financial implications in addition to a loss of continuity and institutional knowledge. While a new City charter could theoretically reduce the costs of government, it is more likely to increase them significantly. Moreover, nervous or displaced City employees may seek employment elsewhere, taking with them valuable and irreplaceable institutional knowledge of the City and its operations. Experts estimate that the cost of replacing a single employee is equivalent to 150% of the average employee's annual

compensation, and 200% to 250% of annual compensation for managerial positions.

- D. The City has made significant progress on a number of fronts in the past few years. The City has finally turned the corner and been able to make significant community progress, reach out to the community, and develop a positive reputation in the state.
- E. Should Proposition 1 be approved, the 15 freeholders who have filed for office would be charged with developing the City charter. There is no guaranty that this group of charter commissioners would develop a better plan of government. There is no guaranty they would follow the model city charter developed by the National Civic League. The cost of legal consultation is unknown.
- F. Proposition 1 would bring confusion and chaos to the City government. At the same election in which voters decide on whether to approve the city charter that was developed by the freeholders, they would also vote for the candidates who had to file for the offices created under the proposed charter. At the same time they would also vote for the mayor and 3 councilmembers who are up for election next year under the current form of government. This would likely mean simultaneous elections. All current elected officials would have to run for office again if they wanted a seat on the new government. People would have to run for any new additional offices created by the Charter. If the charter was approved, the current form of government would cease, the new plan would take effect, and the newly elected officials would take office. The Bonney Lake Municipal Code would have to be rewritten to accommodate a new Charter.

Section 2: The City Council encourages all citizens to study the relative advantages, disadvantages, and costs of creating a City Charter; and further encourages all registered voters to exercise their right to vote on the matter according to their individual findings as to the benefit of becoming a charter code city, and the impacts of such a decision upon the City government. After due deliberation and study, the majority of current city council members encourage all registered voters to vote NO on Proposition 1 – Charter Code City.

PASSED BY THE CITY COUNCIL this 13th day of January, 2009.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney