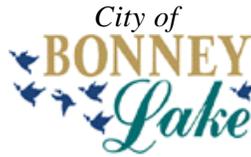


CITY COUNCIL MEETING

August 25, 2009
7:00 p.m.



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.

AGENDA

"Where Dreams Can Soar"

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 items appearing 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 speaker 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

A. Flag Salute

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, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, and City Attorney Jim Dionne.

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

3. Presentations:

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:

B. Citizen Comments:

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

C. Correspondence:**III. COUNCIL COMMITTEE REPORTS:**

- A. Finance Committee**
- B. Community Development Committee**
- C. Public Safety Committee**
- D. Other 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: July 21, 2009 Council Workshop, July 28, 2009 Council Meeting, and August 11, 2009 Council Meeting.
- B. Accounts Payable Checks/Vouchers #56509 thru 56562 (including wire transfer #'s 8042009, 8052009 & 8072009) in the amount of \$263,213.31.
Accounts Payable Checks/Vouchers #56508 & 56563 for Utility Refunds in the amount of \$29,669.39.
Accounts Payable Checks/Vouchers #56564 thru 56646 in the amount of \$245,429.43.
- C. AB09-122 – Ordinance D09-122 – An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, Amending Section 1 of Ordinance No. 1214, and BLMC Section 2.32.010(E) Relating to Holiday Pay.
- D. AB09-126 - Ordinance D09-126 - An Ordinance of the City of Bonney Lake, Pierce County, Washington, Authorizing the Chief Financial Officer (CFO) of the City to Close the LID Guaranty Fund #240 and Transfer the Assets of the LID Guaranty Fund to the Contingency Fund #126, Pursuant to RCW 35.54.095.
- E. AB09-128 - Ordinance D09-128 - An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Chapter 15.13 Relating to Stormwater Management.
- F. AB09-125 - Resolution 1960 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Awarding the City of Bonney Lake Downtown Improvements Contract to Johansen Excavating, Inc.
- G. AB09-127 - Resolution 1961 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Professional Services Agreement with KPG Consultants for Construction Services and Survey for the Downtown Improvements Project.
- H. AB09-129 - Resolution 1962 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Granting Puget Sound Energy an Easement on the Property of Parcel 5640001380 which is the Location of the Current City's Annex.

IV. CONSENT AGENDA:

- I. AB09-124 - A Motion of the Bonney Lake City Council, Pierce County, Washington, Ratifying the Settlement, Release and Full Exoneration Agreement as Signed by the City Administrator, in Reference to the Park Place Condominium Project and Reich Land, Inc.

V. FINANCE COMMITTEE ISSUES:

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

VII. PUBLIC SAFETY COMMITTEE ISSUES:

VIII. FULL COUNCIL ISSUES:

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 COUNCIL WORKSHOP

**July 21, 2009
5:30 p.m.**

MINUTES

City of



“Where Dreams Can Soar”

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

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

Audio Time Stamp ↓

I. Call to Order:

Mayor Neil Johnson, Jr. called the Workshop to order at 5:30 p.m.

II. Roll Call: [A1.3]

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

[Staff Members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Police Chief Mike Mitchell, Public Works Director Dan Grigsby, Assistant Public Works Director Charlie Simpson, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson and Records & Information Specialist Susan Duis.]

Councilmember Rackley moved to excuse Councilmember King. Councilmember Carter seconded the motion.

Motion approved 6 – 0.

III. Agenda Items:

5:31:20

A. Council Open Discussion:

Water Supply & Rates

Councilmember Bowen asked whether the city notifies customers about summer rates, noting past complaints about high bills. Mayor Johnson said there are complaints each year and the city staff helps explain the summer rates and how increased consumption from water lawns, etc. affects utility bills.

Director Grigsby said the city only posts the water conservation signs in a true emergency. He said if they are posted regularly during the summer, people will not pay attention to them when they are posted for a water line break, severe shortage, or other emergency. Mayor Johnson added that the water bills fund the city’s water system and are an important revenue source for the city.

Eastown Sewer Updates

Councilmember Bowen said he has spoken with two residents in Eastown who would like to install septic systems on their property in order to develop their parcels. They would like to know if the Council would consider them allowing to install septic, with the understanding that when sewer service is available in Eastown they would hook up and pay their fair share. Councilmembers discussed the options available to property owners who are waiting for sewer service, and

regulations against installing septic systems for commercial development. Deputy Mayor Swatman said it is important to look at the issue from a policy standpoint, and whether the Council wishes to allow hodge-podge development on septic systems around Easttown rather than as part of a larger development plan. Councilmember Rackley said he would add the item to the Community Development Committee agenda for discussion and policy suggestions. Councilmember Bowen said the property owners feel they are being held hostage by the delayed sewer system installation. He said if they are denied the option to install septic systems, they would like the City to develop a firm timeline for sewer service construction.

Comprehensive Plan Amendment Applications

Deputy Mayor Swatman asked for information on the WSU forest Comprehensive Plan amendment application, noting the Planning Commission held a presentation on applications on July 15, 2009. Councilmember Carter said she listened to the audio recording of the meeting, where all three applications were discussed. She said the draft environmental impact statement should be ready by early August for public comment, and the Planning Commission plans to schedule hearings and discussions in mid-August. Councilmember Carter said she hopes the City will provide copies of the various applications for public review at City Hall and elsewhere, as in previous years.

Legal Counsel

Deputy Mayor Swatman noted the City Attorney was not in attendance at the workshop. Mayor Johnson said there was no executive session planned and it was not felt he needed to attend, noting the City pays to have an attorney attend Council meetings and workshops.

Garbage Service Fines

Councilmember Decker said citizens have spoken with him regarding garbage service fines. He said they propose that because the city's code requires regular garbage service, if D.M. Disposal trucks do not pick up garbage from people who have not paid their bills, D.M. would be violating the municipal code. He said because liens are filed against delinquent accounts, the company will get its money later so it must provide service. Deputy Mayor Swatman said the Finance Committee is discussing garbage fines, and has proposed that the city not pursue liens. He said the city is negotiating with D.M. on various options to for payments on delinquent accounts.

Budget Updates

Deputy Mayor Swatman said the July 14, 2009 Finance Committee meeting was very lively, and the members are very concerned about the budget. Mayor Johnson said his meeting with the Police guild and union was rescheduled to July 29, 2009. City Administrator Morrison said he will be meeting with Community Development staff on Thursday, July 23rd, as well. Mayor Johnson said sales tax figures for March and April were up slightly, though they are 17% below the previous year's revenues. Councilmembers discussed the economic conditions and expectations for the coming months. Chief Financial Officer Juarez said based on June figures, he thinks the economic downturn may have bottomed out. He said he will continue to update the 6-year financial model each month for review. Councilmembers said the economy will recover very slowly and decisions must

be made about the future budget. Councilmember Carter thanked the CFO and his staff for their work to keep the Council and citizens informed about the status of the budget.

Special Events

Councilmember Carter said the Missoula Children's Theater productions on July 18, 2009 were wonderful. She said attendance at Kids Club at Cedarview on Tuesdays is high, with 300 participants earlier in the day. She reminded everyone that Tunes @ Tapps is on Wednesday nights, Friday Night Flix begins on July 28, Wooden 'O' Theatre is August 2, and National Night Out is August 4, 2009. Councilmembers Carter and Rackley and Mayor Johnson said they plan to attend National Night Out activities. Chief Mitchell said NNO is somewhat different this year, with several smaller gatherings in communities and activities at Cedarview Park.

Deputy Mayor Swatman asked about the city's participation in Beautify Bonney Lake this year. He said BBL is a non-profit and should seek funding from various partners, and the City should minimize its expenditures. Community Services Director Gary Leaf said this year only Community Services staff would take part in the event, and Public Works staff would not be used and work overtime as in past years. He said the City will provide fewer resources, though a recent \$1,500 gift card from Home Depot and other funding resources will help the 2009 event. He said the city also received a \$5,000 grant from the Mukleshoot Indian Tribe for Tunes @ Tapps, and local businesses help sponsor other events.

Councilmember Carter suggested the city could consider asking for donations at free special events, or help with gas money for the Senior Center shuttle, etc. She said the donations would be voluntary, but could help mitigate costs so the city does not have to cut programs. Mayor Johnson said he feels that community programs should be the last thing cut. He said these free events and activities are very important for the community, and encouraged ideas to cut costs or increase funding.

Upcoming Community Meetings

Councilmember Rackley said he plans to attend a meeting on water quality and river dredging this week. Councilmember Carter said she plans to attend the Puyallup River Watershed Council Forum on July 22nd, and a Water Garden workshop in Buckley on July 25th.

Posted Signs

Councilmember Carter said she has seen many signs for businesses recently posted off-site on poles, trees, etc. She said she notified the Community Development Department and the Code Enforcement Officer will be removing the illegal signs

6:37:51

B. Review of Council Minutes: July 7, 2009 Council Workshop and July 14, 2009 Council Meeting.

Councilmember Carter asked the July 7, 2009 Workshop minutes, p. 3, be revised from "approval to replace" to "approval to line" the other tanks. The Minutes were forwarded to the July 28, 2009 Meeting for approval with corrections.

6:38:41

C. Discussion: AB09-116 - Sewer SDC Rate for Multi-Family Housing.

Public Works Director Grigsby said the Council briefly discussed System Development Charges (SDCs) for multi-family residences at the July 7th workshop. He said the FCS Group consultants used an average rate of 73% for multi-family units for calculations in their SDC study. The city currently charges the same rate for multi-family units as single-family residential units, but could charge a different rate if Council so chooses. He provided the Council with information on SDCs and sewer rates in other cities, including Sumner. He said other cities that use a special multi-family rate charge between 57% to 80%, and the consultants found only one city that charged SDC rates based on the number of bedrooms.

Director Grigsby said the Council asked why Sumner's SDC fees are so much lower than Bonney Lake's at the previous workshop. He said he has reviewed Sumner's fee structure and found that they do not have a cap on water use for calculating sewer charges, while Bonney Lake caps water consumption at 10 ccfs. The maximum rate is therefore higher for Sumner customers. In addition, Sumner charges more for sewer customers outside city limits. Sumner also has higher utility taxes overall. He said though these may seem like small differences, the charges accrue each month for all customers and can add up quickly. Councilmembers discussed rates and future concerns for expanding the Sumner Sewer Treatment facility. Deputy Mayor Swatman says there are both practical and political concerns involved, and both cities should be preparing for future facility expansion needs.

Councilmembers next discussed multi-family rate options. Mayor Johnson said a lower SDC rate for multi-family units could serve as an incentive for multi-family development, which the city needs. Councilmember Hamilton suggested a substantially reduced SDC fee which would sunset after a few years, to encourage development now. Council consensus was to bring forward an ordinance setting multi-family SDC rates at 65% for a period of three years. Director Grigsby said he would bring the proposal to the July 28, 2009 Meeting.

7:08:02

D. Discussion: AB09-117 - Cancellation of August 4th Council Workshop.

Councilmember Carter said National Night Out will be held during a regularly scheduled Workshop on August 4, 2009. She suggested the Council cancel the workshop so councilmembers can participate in events around the city.

Councilmember Rackley moved to cancel the August 4, 2009 Workshop. Councilmember Decker seconded the motion.

Motion approved 7 – 0.

Mayor Johnson noted the Ball Park Well tour has been scheduled for Thursday, July 23, 2009 at 6:00 p.m. Councilmembers Bowen and Rackley and Deputy Mayor Swatman plan to participate in the tour.

IV. Executive Session: None.

7:09:23

V. Adjournment:

**At 7:09 p.m., Councilmember Rackley moved to adjourn the workshop.
Councilmember Decker seconded the motion.**

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items submitted to the Council Workshop of July 21, 2009: *None.*

CITY COUNCIL MEETING

**July 28, 2009
7:00 P.M.**

MINUTES



“Where Dreams Can Soar”

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

Audio Time Stamp ↓

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

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

B. Roll Call:

City Clerk Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Jim Rackley.

[Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Police Chief Mike Mitchell, Community Development Director John Vodopich, City Engineer John Woodcock, Community Services Director Gary Leaf, City Attorney Jim Dionne, Administrative Services Director/ City Clerk Harwood Edvalson and Records & Information Specialist Susan Duis.]

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:

a. **AB09-119** - A Motion of the Bonney Lake City Council ratifying the Mayor's appointment of Brandon Frederick to the Planning Commission.

Councilmember Decker moved to approve AB09-119. Deputy Mayor Swatman seconded the motion.

Mayor Johnson said Mr. Frederick lives in Ward 5, teaches at the high school and is a member of the historical society. Councilmember Decker said Mr. Frederick has a strong résumé and thanked him for stepping forward.

Motion approved 7 – 0.

3. Presentations: None.

D. Agenda Modifications: None.

7:02:57

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: [A 3.6.12]

1. **AB09-97** - Resolution 1951 - Six Year Transportation Improvement Plan (2010-2015).

Mayor Johnson opened the public hearing at 7:02 p.m. Seeing no speakers, the public hearing was closed at 7:03 p.m.

B. Citizen Comments:

Gabrielle Taheri, 7017 97th Ave SW, Lakewood, said she and her husband own property in Eastown off SR 410. She said they purchased the property 13 years ago as an investment, with plans to develop the land for commercial use. She said Pierce County had approved their plans to install septic on the property, but the property was annexed into Bonney Lake. At the time of annexation, she said, it seemed that sewer was possible and they delayed their development plans. She said they applied to connect to water from the nearby storage units but could not, and the City will not allow them to install septic. She said their property taxes have gone from about \$2,363 in 2004 to \$8,802 in 2009. She asked the city to offer hope and a firm deadline for work on an Eastown sewer system. She asked why the project hinges on one developer. Finally, she asked if the Council would allow her to get a permit to install septic, with a contract for mandatory hook-up to the city sewer system once it is installed. Deputy Mayor Swatman clarified while it is not practical for the Taheris to develop the property due to the cost of installing sewer, the City is not blocking their development. Dan Taheri, Ms. Taheri's husband, reiterated his wife's concerns. He said they were told to wait but it has been too long. Mayor Johnson asked the Taheris to provide their contact information to Community Development Director Vodopich and City Engineer John Woodcock so they could review the situation. Councilmember Bowen said the Community Development Committee plans to discuss this issue at its next meeting. He said the City is also reviewing options to enter into a latecomers agreement for Eastown utilities. He said the City is working on this, though there hasn't been any progress yet.

Debbie Houtz is the owner/manager of the new A+ Auto Licensing business on Old Sumner Buckley Highway in downtown Bonney Lake. She said they are open for business, so residents can renew their licenses online and have them mailed or pick them up at the store. She thanked the Council for their support, and Councilmembers thanked Ms. Houtz for choosing to locate her business in Bonney Lake.

C. Correspondence: None.

7:21:16

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, holiday pay and furlough options, and renewal of the solid waste contract. He said Eddie Westmoreland from Waste Connections, Inc. attended to talk with the committee about the garbage contract, and the Council may want to consider issuing an request for proposals for garbage service.
- B. Community Development Committee: Councilmember Rackley said the committee met on June 20, 2009 and discussed the Capital Improvement Program status report, sewer concerns for Bethel Family Church, and Resolution 1959 and AB09-101.
- C. Public Safety Committee: Councilmember King had nothing to report.
- D. Other Reports:

Dog Park Discussions: Deputy Mayor Swatman said a public meeting to discuss dog park options and issues is on Saturday, August 1st at 3:00 p.m. in the City Hall Chambers. He said they are looking for interested citizens to take part and get other members of the community involved. Community Services Director Leaf said his staff have posted signs around the City about the meeting.

Pierce County Regional Council: Councilmember Rackley attended the Pierce County Regional Council meeting on July 16, 2009, which included a public hearing on Comprehensive Plan amendments.

Pierce County River Revitalization Task Force (PCRRTF) Policy Summit: Councilmember Rackley attended the PCRRTF Policy Summit in July 22nd, which included discussion of flood issues in the valley.

Puyallup River Watershed Meeting: Councilmember Carter attended the Puyallup River Watershed meeting on July 22nd, where the Department of Ecology presented information and issues regarding area rivers. She said they are working to put together a task force to focus on target areas and actions, and Bonney Lake was invited to take part.

Rainier Cable Commission: Councilmember Rackley attended the RCC meeting on July 15, 2009 and heard a presentation from Kitsap County regarding software used to allow employees to work from home.

Dan Packer Memorial: Mayor Johnson thanked Councilmember Carter and Deputy Mayor Swatman for taking part in the memorial for Fire Chief Dan Packer on Sunday, July 26, 2009. He could not attend but heard it was a good event and that Maintenance Worker Pete Spain received a plaque for his work on the memorial.

Water Conservation Signs: Mayor Johnson said 'Please Conserve Water' signs have been posted at entrances to Bonney Lake and in Auburn. He said the City is supplying water to Auburn while they are doing work on a well, and during the hot days Auburn has been using up to 1 million gallons per day. He said it's likely that Tapps Island Water will also ask Bonney Lake to supply them with water, as their supply is low. The City plans to turn on the intertie with Tacoma Water on July 29, 2009 to supply water. He said the City is working on new agreements for Tapps Island and Auburn interties, which should come to Council later this year. He asked residents to try to conserve water while the City helps its neighbors with their water supplies.

Special Events: Mayor Johnson reminded the Council of upcoming events, including Tunes @ Tapps on July 29th and Friday Night Flix on July 31st.

7:30:15

IV. CONSENT AGENDA:

- A. **Approval of Minutes:** June 16, 2009 Workshop, July 7, 2009 Meeting and July 14, 2009 Workshop.
- B. **Approval of Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #56209 thru 56322 in the amount of \$493,595.16. Accounts

Payable checks/vouchers #56323 thru 56327 for A/R refunds in the amount of \$12,570.12.

- C. **Approval of Payroll:** Payroll for July 1-15th, 2009 for checks 28343-28374 including Direct Deposits and Electronic Transfers in the amount of \$ 403,162.05.
- D. **AB09-114 - Ordinance D09-114** - An Ordinance of the City of Bonney Lake, Pierce County, WA, Relating to False Alarm Fees Imposed Pursuant to BLMC 8.48.020.
- E. **AB09-115 - Resolution 1959** - A Resolution of the City of Bonney Lake, Pierce County, WA Awarding the Contract for the Church Lake Drive Water Main and Road Improvements Project to Les Russell Construction.
- F. **AB09-101** - A Motion of the City Council Accepting as Complete the SR410 Sanitary Sewer Interceptor Repair & Replacement Project with Pape & Sons Construction, Inc.

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

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.

IX. EXECUTIVE SESSION: None.

X. ADJOURNMENT:

7:30:28

At 7:30 p.m. Councilmember Rackley moved to adjourn the meeting. Councilmember Decker seconded the motion.

Motion approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Council Meeting of July 28, 2009: None.

CITY COUNCIL MEETING

**August 11, 2009
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

Audio Time
Stamp ↓

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

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

B. Roll Call:

City Clerk Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Jim Rackley.

[Staff members in attendance were City Administrator Don Morrison, Police Chief Mike Mitchell, Public Works Director Dan Grigsby, City Attorney Jim Dionne, Administrative Services Director/ City Clerk Harwood Edvalson, Human Resources Officer Jenna Young and Administrative Specialist Shawn Campbell.]

C. Announcements, Appointments and Presentations:

1. Announcements:

Mayor Johnson said three finance department members were recognized by the Washington Finance Officer Association, with the Professional Finance Officer Award for the State of Washington. Receiving awards were Chief Financial Officer Al Juarez for the 18th year, Accounting Manager Kassandra Raymond for the 7th year, and Accountant Terrina Marchant for the 5th year.

Mayor Johnson said that Human Resource Officer Jenna Young was also recognized for receiving her Master's degree in Human Resource Administration with a 4.0 GPA.

2. Appointments:

a. **Administration of Oath of Office:** Police Officers Tobie Johnston and Brian Kelly.

Judge Douglas Haake administered the Oath of Office to Police Officers Tobie Johnston and Brian Kelly.

3. Presentations:

a. **Pierce County Auditor:** Pierce County Auditor Jan Shabro came to share information on what the Auditor's office does, as well as recent changes in state law and how they will affect Bonney Lake. She stated that there are three main components of the Auditor's office: elections, recording and licensing, and animal control. Ms. Shabro shared several new laws that will affect Bonney Lake. The County will only hold three special elections in 2010. This change should save participants in costs associated with special elections. She stated that on the vehicle/vessel licensing the \$5 donation to

state parks will now be an 'opt out' option. It will automatically appear as a charge on the tabs but citizens will be able to opt out if they choose. The County will now charge an additional \$20 for the first page that is recorded in the Auditor's office, bringing the total cost for recording documents to \$62. Councilmember Rackley thanked Pierce County Auditor Shabro for allowing Bonney Lake to have its own Department of Licensing sub-station.

D. Agenda Modifications: None.

7:02:57

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None

B. Citizen Comments:

Raymond Frey, 12356 Northup Way, Suite 119, Bellevue, said they have broken ground on the Greenwood North, which will include 21 townhome rental units. He stated that the legislation to allow latecomers agreements that is on the consent agenda this evening is a good thing and will be the quickest way to get things going in these tough economic times.

Deputy Mayor Swatman asked what the rent cost of these units will be. Mr. Frey did not have that information at this time.

Dean Ogle, 2231 Hwy 410 E, Bonney Lake, presented the Council with a letter from several Eastown property owners requesting that an elevation for Sewer Casing be placed under Hwy 410 at about 225th St. They are requesting that the Latecomers Legislation be adopted, that Public Works Director Grigsby has the authority to efficiently satisfy the requirements to speed the cities review of this and that the sewer infrastructure funds be used for the casing and reimbursement under the latecomer's agreement. Councilmember Rackley asked about the timing of the request and Mr. Ogle stated that it needed to be set before the bid on the Hwy 410 road widening construction.

C. Correspondence: None.

7:21:16

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, ordinances regarding holiday pay, furlough and vacation pay options, and the LID Guaranty fund. The City has received the entire bond on the Park Place Construction Site. The money will be used to secure the site and hydroseed it later in the year.

B. Community Development Committee: Councilmember Rackley said the committee met on August 3, 2009 and discussed the relief of septic systems in Eastown, and the SHIP Grant Update.

Councilmember Decker thanked Public Works Director Grigsby for his hard work to bring information forward on the sewers and septic systems for Eastown.

Public Safety Committee: Councilmember King said the committee met on August 3, 2009 and discussed the animal control contract with Metro Animal Services. They had a presentation from Sumner Police Chief John Galle and Jason Wilson of Metro Animal Service on the amount of service the City receives. Chief Mitchell stated he is reviewing all the options before sending the contract to finance for review. The committee also discussed the towing contract and referred it to legal for review. Councilmember King said the National Night out was one of the best one they City has seen. He thanked all department members and citizens for their participation. The committee discussed the banning of fireworks. At this time the position of the committee is that the City Code is sufficient.

Councilmember King said the committee has requested an opinion from East Pierce Fire and Rescue on the impact of vinyl siding in high density housing areas as a safety concern, but due to a scheduling conflict this item was moved to the next meeting. Community Services Director Leaf gave a presentation on proposed changes to the Senior Center travel and the use of the Senior Bus. The Committee wishes for the City Administrator to publish that policy, but does not see a need to change the Ordinance at this time. Councilmember Carter stated that the City had a great National Night Out and thanked all of the sponsors of National Night Out. The next Public Safety Committee meeting will be September 14, 2009 due to the Labor Day holiday.

C. Other Reports:

Sewer Service: Mayor Johnson stated that the City is looking into all options for sewer service.

Staff Appreciation: Deputy Mayor Swatman attended a Staff Appreciation Luncheon at the Senior Center earlier in the day where the Senior Center Board presented the staff with a plaque of appreciation.

Relay for Life: Mayor Johnson said the Relay for Life walk was held on August 7 and 8, 2009. Team Bonney Lake had a great turnout, and a lot of staff and officials attended the event.

7:31:56

IV. CONSENT AGENDA:

- A. **Approval of Minutes:** None
- B. **Approval of Accounts Payable Checks/Vouchers:** Accounts Payable Checks/Vouchers - 8/11/2009 - Accounts Payable checks/vouchers #56328 thru 56383 (including wire transfer # s 4810547 & 7202009) in the amount of \$109,104.18; Accounts Payable checks/vouchers #56384 thru 56440 for Utility Refunds in the amount of \$4,108.32; Accounts Payable checks/vouchers #56441 thru 56507 in the amount of \$1,168,250.70.
- C. **Approval of Payroll:** Payroll for July 16-31, 2009 for checks 28375-28407 including Direct Deposits and Electronic Transfers in the amount of \$ 564,490.26.
- D. **AB09-118 - Ordinance 1327** - An Ordinance of the City of Bonney Lake, Pierce County, Washington Amending Ordinance No. 898 and BLMC Chapter 13.16

Relating to Utility Extension Agreements and Latecomer Reimbursement Agreements for Water, Stormwater, and Sewer Infrastructure Extensions.

- E. **AB09-97 - Resolution 1951** - A Resolution of the City Council of Bonney Lake, Pierce County, Washington, Adopting a Six-Year Transportation Improvement Plan (2010-2015)
- F. **AB09-121** - A Motion of the Bonney Lake City Council Authorizing the City to Submit a Safety & Health Investment Projects (SHIP) Grant with the Washington State Department of Labor and Industries.

Councilmember Rackley moved to approve the Consent Agenda. Councilmember King seconded the motion.

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.

IX. EXECUTIVE SESSION: None.

7:32:13

X. ADJOURNMENT:

At 7:32p.m. Councilmember Rackley moved to adjourn the meeting. Councilmember Decker seconded the motion.

Motion approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Council Meeting of August 11, 2009:

- *Bonney Lake Citizen - Letter from Eastown Property Owners – Dean Ogle.*

**ACCOUNTS PAYABLE AND
UTILITY REFUND CHECKS/VOUCHERS**

8/25/2009

Accounts Payable checks/vouchers #56509 thru 56562 (including wire transfer #'s 8042009, 8052009 & 8072009) in the amount of \$263,213.31.

Accounts Payable checks/vouchers #56508 & 56563 for Utility Refunds in the amount of \$29,669.39.

Accounts Payable checks/vouchers #56564 thru 56646 in the amount of \$245,429.43.

FINANCE COMMITTEE

DATE: August 11, 2009

ORIGINATOR: Don Morrison

TITLE: City Administrator

SUBJECT/DISCUSSION: HOLIDAY PAY ELIGIBILITY CLARIFICATION

ORDINACNE/RESOLUTION: D09-122

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE:

MAYOR Yes
FINANCE DIRECTOR Yes
CITY ATTORNEY Yes

BUDGET INFORMATON

BUDGETED ITEM: NA TOTAL COST:

2008 Budget Amount Required Expenditure Impact Remaining Balance

Explanation: NA

This ordinance would clarify that an employee who was furloughed would still receive a scheduled holiday with pay if the furlough day was immediately preceding or following the holiday. Also, it would authorize an employee to receive a holiday with pay during an unpaid leave of absence if that was part of the approval at the time the leave was granted.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Table with columns: NAME, DATE, APPROVED, DISAPPROVED. Rows for Dan Swatman, Jim Rackley, and Dave King with handwritten dates and signatures.

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK FINANCE DIRECTOR CITY ATTORNEY

Please schedule for Council Meeting date of:

ORDINANCE NO. D09-122

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING SECTION 1 OF ORDINANCE NO. 1214, AND BLMC SECTION 2.32.010(E) RELATING TO HOLIDAY PAY.

WHEREAS, the City Council finds it necessary to clarify the Holiday policy of the City as it relates to eligibility for holiday pay;

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

Section 1. Ordinance No. 1214 and BLMC 2.23.010(E) is hereby amended to read as follows:

2.32.010 Holidays.

A. Each regular full-time employee shall be entitled to eight hours' salary on each of the following days which are declared to be official holidays. Regular part-time employees shall be entitled to a pro-rata share of holiday pay when the employee's regular schedule falls on an official holiday:

1. New Year's Day;
2. Martin Luther King, Jr.'s Birthday;
3. Presidents' Day (third Monday in February);
4. Memorial Day;
5. Independence Day;
6. Labor Day;
7. Veterans' Day;
8. Thanksgiving Day;
9. Friday following Thanksgiving Day;
10. Christmas Eve Day;
11. Christmas Day; and
12. One floating holiday.

B. Any holiday falling on Sunday shall be observed the following Monday. Any holiday falling on Saturday shall be observed on the preceding Friday.

C. Any day in addition to the days listed in subsection A of this section may be designated as a holiday by the city council.

D. Each employee who, because of the nature of duty, works on any holiday shall be given vacation with full pay on one other day for each holiday worked. Such vacation

days shall be given at the convenience of the city, but within 60 days of the holiday worked.

E. Employees shall receive the holiday with pay only if the employee is in a paid status the day before and the full work day after the holiday; provided however, that if the employee is not in a paid status before or after the holiday due to a furlough or because of a previously approved leave of absence without pay where holiday pay was authorized as part of the leave approval, then the holiday shall be with pay.

Section 2. This Ordinance concerning matters set out in RCW 35A.11.090, it is not subject to referendum, and shall take effect five (5) days after its passage, approval and publication as required by law.

PASSED by the City Council and approved by the Mayor this ____ day of _____, 2009.

Neil Johnson, Jr., Mayor

ATTEST:

Woody Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:

Valid:

Published:

Effective Date:

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

<u>Department / Staff Contact:</u> Fin / Al Juarez	<u>Workshop / Meeting Date:</u> 25 Aug 2009	<u>Agenda Bill Number:</u> AB09-126
<u>Ordinance Number:</u> D09-126	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u> Deput Mayor Swatman

Agenda Subject: Authorization for the Chief Financial Officer (CFO) to close the LID Guaranty Fund

Proposed Motion: An Ordinance of the City of Bonney Lake, Pierce County, Washington, Authorizing the Chief Financial Officer (CFO) of the City to Close the LID Guaranty Fund #240 and Transfer the Assets of the LID Guaranty Fund to the Contingency Fund #126, Pursuant to RCW 35.54.095

Administrative Recommendation: Recommend Approval

Background Summary: Revised Code of Washington (RCW) stipulates that any city or town maintaining a local improvement guaranty fund under Chapter 35.54.095, upon certification by the treasurer that the local improvement guaranty fund has sufficient funds currently on hand to meet all valid outstanding obligations of the fund, may by ordinance transfer the assets from such fund to its general fund.

At its 8/11/2009 meeting the Finance Committee instructed the CFO to transfer the LID Guaranty Fund assets to the Contingency Reserve Fund via the General Fund. Logic is that funds within the General Fund are general in nature and may be transferred to other governmental locations within the City to meet specific financial obligations. The Finance Committee would like to see these unanticipated assets designated for future emergency or "Rainy Day" purposes rather than absorbed in the General Fund ongoing operations.

The original transfer of the assets directly to the Contingency Reserve Fund is the net effect of transferring the assets from the LID Guaranty to the General Fund and then in turn to the Contingency Reserve Fund.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
NA	NA	NA	NA
Budget Explanation:			
Total assets to be transferred from the LID Guaranty Fund = \$80,460.03			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 11 Aug 2009
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 8/25/2009 Consent Agenda	Tabled To Date:

Signatures:

Director Authorization Al Juarez	Mayor	Date City Attorney Reviewed
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ORDINANCE NO. D09-126

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CHIEF FINANCIAL OFFICER (CFO) OF THE CITY TO CLOSE THE LID GUARANTY FUND #240 AND TRANSFER THE ASSETS OF THE LID GUARANTY FUND TO THE ~~GENERAL-CONTINGENCY~~ FUND #126, PURSUANT TO RCW 35.54.095.

WHEREAS, the Revised Code of Washington (RCW) stipulates that any city or town maintaining a local improvement guaranty fund under Chapter 35.54, upon certification by the treasurer that the local improvement guaranty fund has sufficient funds currently on hand to meet all valid outstanding obligations of the fund and all other obligations of the fund reasonably expected to be incurred in the near future, may by ordinance transfer assets from such fund to its ~~general-contingency~~ fund; and

WHEREAS, ~~the City's Chief Financial Officer (CFO) has certified that there are no outstanding obligations of the City's LID Guaranty Fund 240, and none are reasonably expected to be incurred in the near future because all local improvement districts (LID's) that the City administers have been concluded and/or have not actually involved debt financing (bonding, etc); the guaranty fund is no longer required;~~

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

Section 1. Pursuant to RCW 35.54.095, the City's Chief Financial Officer (CFO) is authorized to transfer all assets of LID Guaranty Fund 240 to the City's ~~general-contingency~~ fund and the LID Fund #240 is hereby closed.

Section 2. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this ____ day of August, 2009.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

FINANCE COMMITTEE

DATE: August 11, 2009

ORIGINATOR: Al Juarez

TITLE: Chief Financial Officer

SUBJECT/DISCUSSION: An ordinance of the City Council of the City of Bonney Lake, WA authorizing the Chief Financial Officer (CFO) of the City to close the LID Guarantee Fund # 240 and transfer the assets of the LID Guarantee Fund to the General Fund, pursuant to RCW 35.54.095.

Revised Code of Washington (RCW) illustrates that any city or town maintaining a local improvement guaranty fund under Chapter 35.54, upon certification by the treasurer that the local improvement guarantee fund has sufficient funds currently on hand to meet all valid outstanding obligations of the fund and all other obligations of the fund reasonably expected to be incurred in the near future, may by ordinance transfer assets from such fund to its general fund.

Because all Local improvement districts (LID's) that the City administers have been completed and/or have not actually involved debt financing (bonding, etc), the aforementioned guarantee fund #240 is no longer required. Assets may therefore be transferred to the City's general fund.

ORDINANCE/RESOLUTION NUMBER: D09-126

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve Proposed Ordinance

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE MAYOR

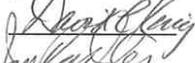
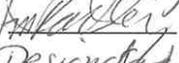
FINANCE DIRECTOR Yes
CITY ATTORNEY Yes

BUDGET INFORMATON

<u>2009 Expenditure Budget Amount</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
N/A	N/A	N/A

Explanation: Assets to be transferred = \$80,460.03

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
Dan Swatman, Chair, Finance	<u>8-11-09</u>		_____
David King, Chair, Public Safety	<u>8-11-09</u>		_____
James Rackley, Chair, CDC	<u>8-11-09</u>		_____

COMMITTEE COMMENTS: Fund # 126 Designated

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK **FINANCE DIRECTOR** **CITY ATTORNEY**

Please schedule for Council Meeting date of: August 25, 2009

Consent Agenda: Yes



Memo

Date : August 12, 2009

To : Don Morrison, City Administrator
Mayor Neil Johnson
City Council Members of the City of Bonney Lake
Kassandra Raymond, Accounting Manager

From : Al Juarez, Chief Financial Officer

Topic : Certification in order to close the City's LID Guaranty Fund (No. 240)

Pursuant to RCW 35.54.095, I, Al Juarez, Chief Financial Officer of the City of Bonney Lake, hereby certify that there are no outstanding obligations of the City's LID Guaranty Fund #240 and, to the best of my knowledge; no such obligations are reasonably expected to be incurred by the City in the near future.

Also pursuant to RCW 35.54.095, when the above conditions prevail, the City may transfer the assets of the LID Guaranty Fund to the General Fund. As discussed by the Finance Committee at their 8/11/2009 meeting, direction has been provided to the CFO to transfer the said assets of the LID Guaranty Fund to the City's Contingency Reserve Fund #126, which is construing the RCW as providing indirect authority for this action. Logic is that funds within the General Fund are general in nature and may be transferred to other governmental locations within the City to meet specific financial obligations. The Finance Committee would like to see these unanticipated assets be designated for future emergency or "rainy day" purposes rather than absorbed in general fund ongoing operations.

The direct transfer of the assets from Fund 240 (LID Guaranty) to Fund 126 (Contingency Reserve) is the same effect as first transferring the assets from Fund 240 to the General Fund (001) and then from Fund 001 to Fund 126.

ORDINANCE NO. D09-128

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON AMENDING BONNEY LAKE MUNICIPAL CODE CHAPTER 15.13 RELATING TO STORMWATER MANAGEMENT.

WHEREAS, Washington State’s Municipal Stormwater General Permit (“Permit”) requires cities to adopt regulations to prohibit illicit substances from being discharged into the municipal separate storm sewer system (MS4); and

WHEREAS, the Permit further requires cities to enumerate substances, other than stormwater, that may permissibly be discharged into the MS4; and

WHEREAS, the Permit further requires cities to ensure that the terms they use in their stormwater regulations are defined in the same way as DOE defines those terms; and

WHEREAS, the Permit further requires cities to prohibit illicit connections to the MS4; and

WHEREAS, the Permit further requires cities to provide an administrative scheme for investigations into suspected illegal discharges and connections to the MS4; and

WHEREAS, the Permit further requires cities to adopt a scheme of progressive enforcement and penalties for illicit discharges and connections and other violations of the stormwater Code.

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

Section 1. Section 15.13.020 of the Bonney Lake Municipal Code, and the corresponding portions of Ordinance No. 702, are hereby amended as follows:

For the purposes of this chapter, the following definitions shall apply:

A. “AKART” means All Known Available and Reasonable methods of prevention, control, and Treatment.

~~AB. “Best management practice” or “BMP” means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. physical, structural, and/or managerial practices that, when used singly or~~

~~in combination, prevent or reduce pollution of water. BMPs are listed and described in the stormwater management manual.~~

~~C. "Hazardous materials" means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.~~

~~D. "Hyperchlorinated" means water that contains more than 10mg/Liter chlorine.~~

~~E. "Illicit connection" means any human-made conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.~~

~~F. "Municipal separate storm sewer system" (MS4) means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):~~

~~_____ a. Owned and operated by the City of Bonney Lake.~~

~~_____ b. Designed or used for collecting or conveying stormwater;~~

~~_____ c. Which is not part of a Publicly Owned Treatment Works (POTW). "POTW" means any device or system used in treatment of municipal sewage or industrial wastes of a liquid nature which is publicly owned; and~~

~~_____ d. Which is not a combined sewer. "Combined sewer" means a system that collects sanitary sewage and stormwater in a single sewer system.~~

~~G. "Non-stormwater discharge" means any discharge to the storm drain system that is not composed entirely of stormwater.~~

~~B. H. "Person" means any individual, association, organization, partnership, firm, corporation, or other entity recognized by law and acting as either the owner of the premises or an owner's agent. partnership, corporation, association, organization, cooperative, public or municipal corporation, agency of the state, or local government unit, however designated.~~

~~I. "Pollutant" means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter or any kind.~~

~~J. "Premises" means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.~~

~~C. K. "Stormwater" means runoff during and following precipitation or snowmelt events, including surface runoff and drainage. that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, channels or pipes into a defined surface water channel, or a constructed infiltration facility.~~

~~D. L.~~ “Stormwater drainage systems” means publicly owned facilities, including the city’s municipal separate storm sewer system, by which stormwater is collected and/or conveyed constructed and natural features which function together as a system to collect, convey, channel, hold, inhibit, retain, detain, infiltrate, divert, treat or filter stormwater, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets piped storm drains, pumping facilities, retention or detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

~~E. M.~~ “Stormwater facility” means a constructed component of a stormwater drainage system, designed or constructed to perform a particular function, or multiple functions. Stormwater facilities include, but are not limited to, pipes, swales, ditches, culverts, street gutters, detention basins, retention basins, constructed wetlands, infiltration devices, catchbasins, oil/water separators, sediment basins and modular pavement. Stormwater facilities are described in the manual.

~~F. N.~~ Stormwater management manual” or “manual” means the manual adopted by reference and prepared by Pierce County that contains BMPs to prevent or reduce pollution. The stormwater management manual contains BMPs to prevent or reduce pollution and also includes maintenance provisions for all BMPs.

~~O.~~ “Stormwater pollution prevention plan” means a document which describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Section 2. Section 15.13.060 of the Bonney Lake Municipal Code and the corresponding portions of Ordinance No. 702 are hereby amended to read as follows:

15.13.060 Maintenance and Inspections program.

A. Inspection. Whenever implementing the provisions of ~~the~~ an inspection program or whenever there is cause to believe that a violation of this Chapter has been or is being committed, the inspector is authorized to inspect during regular working hours and at other reasonable times all stormwater drainage systems within the city to determine compliance with the provisions of this chapter. Notwithstanding any other provisions of this Chapter, whenever it appears to the director that unsafe conditions exist causing pollution in the surface water system which can be immediately identified and which requires emergency action to protect the public health or safety, the director is authorized to enter at all reasonable times in or upon any property, public or private, for the purpose of inspecting and investigating such unsafe conditions. When no such emergency exists, the inspector shall endeavor to obtain the permission of the property owner or occupant to enter the private property for purposes of inspection and/or abatement. If permission is not granted, the City may use all legal means to obtain entry.

B. Private property owners responsible for maintenance. Owners of private property for which stormwater facilities or BMPs have been required by the City are responsible for the continued operation, inspection, maintenance, and repair of those facilities, pursuant to the standards set forth in the Manual.

~~B. Procedures. Prior to making any inspections, the inspector shall present identification credentials, state the reason for the inspection and request entry.~~

~~1. If the property or any building or structure on the property is unoccupied, the inspector shall first make a reasonable effort to locate the owner or other person(s) having charge or control of the property or portions of the property and request entry.~~

~~2. If after reasonable effort, the inspector is unable to locate the owner or other person(s) having charge or control of the property, and has reason to believe the condition of the stormwater drainage system creates an imminent hazard to persons or property, the inspector may enter.~~

~~3. Unless entry is consented to by the owner or person(s) in control of the property or portion of the property or unless conditions are reasonably believed to exist which create imminent hazard, the inspector shall obtain a search warrant, prior to entry, as authorized by the laws of the state of Washington.~~

~~4. The inspector may inspect the stormwater drainage system without obtaining a search warrant provided for in subsection (B)(3); provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.~~

~~C. Inspection Schedule. The director shall establish a master inspection and maintenance schedule to inspect appropriate stormwater facilities that are not owned by the city. Inspections shall be annual. Critical stormwater facilities may require a more frequent inspection schedule.~~

~~D. Inspection and Maintenance Records. As existing stormwater facilities are encountered, they shall be added to the master inspection and maintenance schedule. Records of new stormwater facilities shall include the following:~~

- ~~1. As built plans and locations;~~
- ~~2. Findings of fact from any exemption granted by the city, or if annexed, by Pierce County;~~
- ~~3. Operation and maintenance requirements and records of inspections, maintenance actions and frequencies;~~
- ~~4. Engineering reports, as appropriate. (Ord. 702 § 6, 1995).~~

Section 4. A new section of the Bonney Lake Municipal Code, BLMC § 15.13.080, is hereby added to read as follows:

Bonney Lake Municipal Code § 15.13.080, Illicit Discharges and connections

A. Prohibited discharges. Prohibition of illegal discharges. No person shall throw, drain, or otherwise discharge, cause or allow others under its control to throw, drain or otherwise discharge into the municipal storm drain system and/or surface and ground waters any materials other than stormwater. Prohibited contaminants include but are not limited to the following:

- Trash or debris.
- Construction materials.

Ordinance No. D09-128

Page 4 of 8

- Petroleum products including but not limited to oil, gasoline, grease, fuel oil and heating oil.
- Antifreeze and other automotive products.
- Metals in either particulate or dissolved form.
- Flammable or explosive materials.
- Radioactive material.
- Batteries.
- Acids, alkalis, or bases.
- Paints, stains, resins, lacquers, or varnishes.
- Degreasers and/or solvents.
- Drain cleaners.
- Pesticides, herbicides, or fertilizers.
- Steam cleaning wastes.
- Soaps, detergents, or ammonia.
- Swimming pool or spa filter backwash.
- Chlorine, bromine, or other disinfectants.
- Heated water.
- Domestic animal wastes.
- Sewage.
- Recreational vehicle waste.
- Animal carcasses.
- Food wastes.
- Bark and other fibrous materials.
- Lawn clippings, leaves, or branches.
- Silt, sediment, concrete, cement or gravel.
- Dyes.
- Chemicals not normally found in uncontaminated water.
- Any other process-associated discharge except as otherwise allowed in this section.
- Any hazardous material or waste not listed above.

B. Allowable discharges. The following types of discharges shall not be considered illegal discharges for the purposes of this chapter unless the director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater: diverted stream flows, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, water from foundation drains, air conditioning condensation, irrigation water from agricultural sources that is commingled with urban stormwater, water from springs, water from crawl space pumps, water from footing drains, water from flows from riparian habitats and wetlands, discharges from emergency fire fighting activities.

C. Conditional Discharges. The following types of discharges shall not be considered illegal discharges for the purposes of this chapter if they meet the stated conditions, or unless the director determines that the type of discharge,

whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Potable water, including water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be de-chlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system;
2. Lawn watering and other irrigation runoff are permitted but shall be minimized;
3. De-chlorinated swimming pool discharges. These discharges shall be de-chlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system;
4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents are permitted if the amount of street wash and dust control water used is minimized. At active construction sites, street sweeping must be performed prior to washing the street;
5. Non-stormwater discharges covered by another NPDES permit, provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drain system;
6. Other non-stormwater discharges. The discharges shall be in compliance with the requirements of a stormwater pollution prevention plan (SWPPP) reviewed and approved by the city, which addresses control of such discharges by applying AKART to prevent contaminants from entering surface or ground water.

D. Prohibition of Illicit Connections

1. The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.
2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3. A person is considered to be in violation of this section if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.
4. In addition to the enforcement provisions set forth in this chapter, a violation of this section shall constitute a nuisance and shall be subject to abatement.

Section 5. A new section is hereby added to the Bonney Lake Municipal Code, BLMC § 15.13.090, to read as follows:

BLMC § 15.13.090, Enforcement.

A. General. Enforcement action shall be in accordance with this chapter whenever a person has violated any provision of this chapter. The choice of enforcement action and the severity of any penalty shall be based on the nature of the violation, the damage or risk to the public or to public resources, the degree of bad faith of the person subject to the enforcement action, and whether the violation is a first or repeat violation.

B. Stop Work Order. The director shall have the authority to serve a person a stop work order if an action is being undertaken or a condition exists in violation of this chapter or the Stormwater Manual. If a portion of a project is in violation of this chapter or the Stormwater Manual, the director may issue a stop work order for the entire project.

1. Content of Order. The order shall contain:

- a. A description of the specific nature, extent, and time of violation and the damage or potential damage; and
- b. A notice that the violation or the potential violation must cease and desist, and, in appropriate cases, the specific corrective action to be taken; and
- c. A reasonable time to comply, depending on the circumstances; and
- d. Penalties that may be incurred for failure to comply.

A Notice of Violation and civil penalty under BLMC 15.13.090(C) may be issued with the order.

1. Posting. The order shall be posted at the subject property and a letter containing the order sent by certified mail, return receipt requested, to the property owner and any other person violating this chapter.

2. Effective Date. The order issued under this section shall become effective immediately upon posting of the stop work order at the work site.

3. Compliance. Failure to comply with the terms of a stop work order shall constitute a misdemeanor, punishable by a maximum of 90 days in jail and a \$1,000 fine.

C. Notice of Violation. Any person who violates or fails to comply with the requirements of this chapter or who fails to conform with the terms of an approval or order issued by the Director is subject to a notice of violation to be administered by the Code Enforcement Officer as provided in Chapter 14.130 of the Bonney Lake Municipal Code. Each day of continued violation shall constitute a separate violation for purposes of this penalty, provided, that for a first violation, the Director shall have discretion to request voluntary correction pursuant to BLMC § 14.130.060 in lieu of issuing a Notice of Violation.

D. Aiding or Abetting. Any person who, through an act of commission or omission, aids or abets in the violation shall be considered to have committed a violation for the purposes of the notice of violation.

E. Business License Revocation. In addition to any other penalty imposed, the Director may seek revocation of any business license held by the violator. The Director may request that the City Clerk revoke the violator's business license for any of the following reasons: (a) noncompliance with this chapter, (b) not allowing for inspection of their

stormwater facility, and (c) nonpayment of any fines or inspection fees incurred by the owner of the utility account. The procedures for revocation shall be those described in Chapter 5.08 of the Bonney Lake Municipal Code.

F. In addition to the enforcement mechanisms set forth in this Section, the City may take legal action to abate any violation of this Chapter and bill the costs of abatement to the violator.

Section 6. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 7. This Ordinance shall be in full force and effect thirty (30) days after publication as required by law.

Passed by the City Council on the 25th day of August, 2009.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

Jim Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:

Action Item #3

COMMUNITY DEVELOPMENT COMMITTEE

DATE: August 17, 2009

ORIGINATOR: John Woodcock TITLE: City Engineer

SUBJECT: Illicit Discharge Detection Elimination Ordinance
Washington State's Municipal Stormwater General Permit ("Permit") requires cities to adopt regulations to prohibit illicit substances from being discharged into the municipal separate storm sewer system (MS4); and the Permit further requires cities to enumerate substances, other than stormwater, that may permissibly be discharged into the MS4. The Permit further requires cities to ensure that the terms they use in their stormwater regulations are defined in the same way as DOE defines those terms as well as requiring cities to prohibit illicit connections to the MS4. The city is also required to provide an administrative scheme for investigations into suspected illegal discharges and connections to the MS4 and adopt a scheme of progressive enforcement and penalties for illicit discharges and connections and other violations of the stormwater Code.

ORDINANCE/RESOLUTION: D09-128

REQUEST OR RECOMMENDATION BY ORIGINATOR:

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

2009 Budget Amount Current Balance Required Expenditure Remaining Balance

Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	<u>8-17-09</u>	<u><i>Jim Rackley</i></u>	_____
David Bowen	<u>8-17-09</u>	<u><i>David Bowen</i></u>	_____
Dan Decker	<u>8-17-09</u>	<u><i>Dan Decker</i></u>	_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: August 25, 2009

Consent Agenda: Yes No

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

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 25 Aug 2009	<u>Agenda Bill Number:</u> AB09-125
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 1960	<u>Councilmember Sponsor:</u>

Agenda Subject: Approve City of Bonney Lake Downtown Improvements CIP Project

Proposed Motion: Motion to award the City of Bonney Lake Downtown Improvements Project to Johansen Excavating Inc.

Administrative Recommendation:

Background Summary: The City will be constructing improvements on four roadways in the downtown area including Main St. E., Sumner-Buckley Highway, 90th St. E., and SR 410.

The City opened bids on August 12, 2009. The City received 10 bids and Johansen Excavating, Inc was the low bidder with a bid of \$2,114,308.26. The Engineer's Estimate was \$2,326,029.65. After meeting the contractor, public works staff has determined that their bid proposal is consistent with the requirements of the contract and bid specifications.

Resolution 1960 requests authorization from the City Council for the Mayor to award the contract to Johansen Excavating . This request includes 10% of the bid (\$211,430.83) for contingencies, and 8% (\$169,144.66) for construction engineering.

Attachments: Resolution 1960, Bid Result Sheet, Notice to Award, Contract, and Map.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
3,331,000	2,523,033.74	2,523,033.74	807,966.26
Budget Explanation:			
Acct: 301.040.032.595.64.63.01 (TIF) - Budget Impact: \$1,969,482.61			
Acct: 301.045.032.595.30.63.01 (TIF) - Budget Impact: \$274,822.00			
Acct: 401.XXX.XXX.XXX.XX.XX.XX (Water SDC) - Budget Impact: \$268,979.15			
Acct: 325.XXX.XXX.XXX.XX.XX.XX (Bond) - Budget Impact: \$9,750.00			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 17 Aug 2009

Commission/Board Review Date: -

Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____

Meeting Date(s): _____ **Tabled To Date:** _____

Signatures:

Director Authorization Dan Grigsby	Mayor	Date City Attorney Reviewed
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City of Bonney Lake
Bid for: Downtown Improvements
Date: 8/12/2009 3:00 PM

	Name	Proposal	Schedule of Prices	Bid Deposit	Non-Collusion Certificate	Bidder's Qualification Cer	Subcontractor's List	Sched. A : Part A	Sched. A : Part B	Sched. A: Part B WSST	Total Sched. A Incl. WSST	Schedule B: Part A	Schedule B: Part B	Schedule B: Part C	Schedule B: Part D	Schedule B: Part E	Schedule B: Part F	Total Schedule B (A - F)	Schedule B: WSST	Total Sched. B Incl. WSST	Total Base Bid	Additive Bid	
1	Johansen Excavating Inc.	X	X	X	X	X	X	\$1,611,628.00	\$208,553.00	\$19,395.43	\$1,839,576.43	\$43,644.50	\$28,299.50	\$21,485.00	\$94,334.75	\$12,182.00	\$51,410.00	\$251,355.75	\$23,376.08	\$274,731.83	\$2,114,308.26	\$34,346.50	
2	Rodarte Construction Inc.	X	X	X	X	X	X	\$1,692,677.00	\$247,820.00	\$23,047.26	\$1,963,544.26	\$110,100.00	\$30,360.00	\$17,337.50	\$31,527.50	\$9,130.00	\$55,200.00	\$253,655.00	\$23,589.92	\$277,244.92	\$2,240,789.18	\$52,307.50	
3	SCI Infrastructure LLC	X	X	X	X	X	X	\$1,726,265.00	\$252,992.00	\$23,528.26	\$2,002,785.26	\$63,100.00	\$23,668.00	\$18,402.50	\$101,978.75	\$8,712.00	\$51,980.00	\$267,841.25	\$24,909.24	\$292,750.49	\$2,295,535.75	\$46,100.00	
4	Road Construction NW	X	X	X	X	X	X	\$1,757,115.50	\$273,276.75	\$25,414.74	\$2,055,806.99	\$69,312.50	\$27,971.50	\$20,735.00	\$92,132.50	\$11,898.00	\$50,257.50	\$272,307.00	\$25,324.55	\$297,631.55	\$2,353,438.54	\$38,821.00	
5	Lloyd Enterprises Inc.	X	X	X	X	X	X	\$1,850,000.70	\$221,686.00	\$20,616.80	\$2,092,303.50	\$86,240.00	\$28,177.60	\$21,382.50	\$94,739.25	\$12,227.00	\$51,667.00	\$294,433.35	\$27,382.30	\$321,815.65	\$2,414,119.15	\$37,593.50	
6	Pivetta Bros. Const. Co.	X	X	X	X	X	X	\$1,895,679.00	\$231,700.00	\$21,548.10	\$2,148,927.10	\$85,412.00	\$23,118.00	\$20,711.00	\$66,935.00	\$12,054.00	\$52,366.00	\$260,596.00	\$24,235.43	\$284,831.43	\$2,433,758.53	\$39,250.00	
7	Tucci & Sons	X	X	X	X	X	X	\$1,889,909.00	\$304,025.00	\$28,274.33	\$2,222,208.33	\$88,360.00	\$20,360.00	\$18,942.50	\$72,684.00	\$8,270.00	\$50,435.00	\$259,051.50	\$24,091.79	\$283,143.29	\$2,505,351.62	\$44,640.00	
8	Titan Earthwork	X	X	X	X	X	X	\$1,925,670.90	\$220,211.90	\$20,479.71	\$2,166,362.51	\$114,360.00	\$21,160.50	\$15,649.50	\$118,377.75	\$9,007.00	\$54,568.50	\$333,123.25	\$30,980.46	\$364,103.71	\$2,530,466.22	\$46,084.00	
9	Jansen Inc	X	X	X	X	X	X	\$2,015,447.40	\$224,159.00	\$20,846.79	\$2,260,453.19	\$95,002.00	\$38,596.50	\$35,982.20	\$88,524.50	\$19,463.00	\$97,744.00	\$375,312.20	\$34,904.03	\$410,216.23	\$2,670,669.42	\$46,023.50	
10	Construct Co.	X	X	X	X	X	X	\$2,195,018.00	\$305,550.00	\$28,416.15	\$2,528,984.15	\$103,070.00	\$29,045.00	\$37,820.00	\$96,525.00	\$13,260.00	\$36,050.00	\$315,770.00	\$29,366.61	\$345,136.61	\$2,874,120.76	\$43,278.00	
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	ENGINEER'S ESTIMATE							\$1,670,845.00	\$373,630.00	\$34,747.59	\$2,079,222.59	\$86,140.00	\$42,705.00	\$25,785.00	\$36,297.00	\$17,520.00	\$74,800.00	\$283,247.00	\$26,341.97	\$309,588.97	\$2,388,811.56	\$34,570.00	
	Staff Members Present																						

RESOLUTION NO. 1960

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED THE CITY OF BONNEY LAKE DOWNTOWN IMPROVEMENTS CONTRACT TO JOHANSEN EXCAVATING, INC.

WHEREAS, the City Council approved the design contract for the City of Bonney Lake Downtown Improvements Project by Resolution 1494 on September, 27, 2005; and

WHEREAS, the City advertised the City of Bonney Lake Downtown Improvements Project and opened bids on August 12, 2009 and has determined the lowest responsible bid for this contract was received from Johansen Excavating, Inc.; and

WHEREAS, the City Council adopted this project as part of the CIP budget for construction in 2009; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Johansen Excavating, Inc. in the amount of \$2,114,308.26, which includes tax.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency (\$211,430.83) amount based on the contract bid amount as well as 8% Construction Surveying & Engineering (\$169,144.65) amount based on the contract bid.

PASSED and adopted by the City Council this 25th day of August 2009.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

PUBLIC WORKS CONTRACT

THIS AGREEMENT is made and entered into in duplicate this ___ day of _____, 20___, by and between the CITY OF BONNEY LAKE, hereinafter called the "City," and _____ of _____, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, materials, and equipment for:

**CITY OF BONNEY LAKE
Downtown Improvements**

In accordance with and as described in the attached Plans and Specifications, and the *2008 Standard Specifications for Road, Bridge, and Municipal Construction*, prepared by the Washington State Department of Transportation with the Washington State Chapter of the American Public Works Association (APWA) and all amendments thereto, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in, or additions to, the work provided under this Contract and every part thereof.

Work shall start immediately after Notice to Proceed and be completed within the time specified in the Special Provisions of the attached Plans and Specifications.

If said work and identified milestones are not completed within the time specified, the Contractor agrees to pay to the City liquidated damages as specified in the Standard Specifications for each working day said work remains incomplete after expiration of the specified time.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as that mentioned in the Specifications to be furnished by the City.

2. The City hereby promises and agrees with the Contractor to employ, and does employ, the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in the Contract.

Addendum No.1 - General Requirements - 37

3. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, particularly public and private utilities; or reasonably foreseen delays.
4. In addition to limiting claims for unreasonable delays to the actual downtime of labor and equipment, as above provided, Contractor agrees that the City's liability to the Contractor for payment of claims or damages of any kind whatsoever relating to this Contract shall be limited to direct costs as provided under the force account provisions of the Standard Specifications. Contractor waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that do not relate to the prices stated herein or are not specific as to the actual, direct costs of contract work as defined in the Standard Specifications force account provisions.
5. For purposes of applying RCW 4.24.115 to this Contract, Contractor and City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third-party claims for damage preliminary thereto. The Contractor agrees to defend, indemnify, and hold harmless the City from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages arising from performance of the Contractor's express or implied obligations under this Contract. Contractor specifically and expressly waives immunity under Industrial Insurance Law, Title 51 RCW. This provision has been specifically negotiated. Contractor further waives any right of contribution against the City. The Contractor agrees that all third-party claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to the Contractor who shall, if so tendered by the City, accept and undertake to defend or settle with the claimant. The City retains the right to approve claims investigation and counsel assigned to said claim, and all investigation of legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, this indemnification shall be void, and the City shall be responsible for all damages payable to the third-party claimant. In the event that the City and Contractor agree or a court finds that the claim arises from or included negligence of both the Contractor and the City, the Contractor shall be responsible for all damages payable by the Contractor to the third-party claimant under the court findings, and, in addition thereto, the Contractor shall hereunder indemnify the City for all damages paid or payable by the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Contractor.
6. Contractor does hereby agree, and for his/her heirs, executors, administrators, successors, and assigns, agrees, to the full performance of all the covenants herein upon the part of the Contractor.
7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as previously provided herein.

8. The obligations under this Contract shall not be assigned without prior written approval of the City.

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

CITY OF BONNEY LAKE

By: _____
(Signature)

(Title)

ATTEST:

(Signature)

(Title)

Approved as to Form:

(Signature)

(Title)

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

Legend

- Tax Parcels
- Cities Boundary
- Downtown Improvement Project

Downtown Improvement Project



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

Action Item #1

COMMUNITY DEVELOPMENT COMMITTEE

DATE: August 17, 2009

ORIGINATOR: John Woodcock **TITLE:** City Engineer

SUBJECT: Approve City of Bonney Lake Downtown Improvements CIP Project
 The City will be constructing improvements on four roadways in the downtown area including Main St. E., Sumner-Buckley Highway, 90th St. E., and SR 410.

The City opened bids on August 12, 2009. The City received 10 bids and Johansen Excavating, Inc was the low bidder with a bid of \$2,114,308.26. The Engineer's Estimate was \$2,326,029.65. After meeting the contractor, public works staff has determined that their bid proposal is consistent with the requirements of the contract and bid specifications.

Resolution 1960 requests authorization from the City Council for the Mayor to award the contract to Johansen Excavating . This request includes 10% of the bid (\$211,430.83) for contingencies, and 8% (\$169,144.66) for construction engineering.

ORDINANCE/RESOLUTION:1960

REQUEST OR RECOMMENDATION BY ORIGINATOR:

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

<u>2009 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$3,331,000.00	\$3,331,000.00	\$2,523,033.74	\$807,966.26

Explanation:

Acct: 301.040.032.595.64.63.01 (TIF) - Budget Impact:	\$1,969,482.61
Acct: 301.045.032.595.30.63.01 (TIF) - Budget Impact:	\$274,822.00
Acct: 401.XXX.XXX.XXX.XX.XX.XX (Water SDC) - Budget Impact:	\$268,979.15
Acct: 325.XXX.XXX.XXX.XX.XX.XX (Bond) - Budget Impact:	\$9,750.00

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	<u>DATE</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>
James Rackley, Chairman	<u>8-17-09</u>	<u><i>James Rackley</i></u>	_____
David Bowen	<u>8-17-09</u>	<u><i>David Bowen</i></u>	_____
Dan Decker	<u>8-17-09</u>	<u><i>Dan Decker</i></u>	_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: August 25, 2009
 Consent Agenda: Yes No

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

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 25 Aug 2009	<u>Agenda Bill Number:</u> AB09-127
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 1961	<u>Councilmember Sponsor:</u>

Agenda Subject: Main Street Improvements Construction Survey and Services

Proposed Motion: Motion to approve the contract by KPG Consultants for Construction Survey, Technical expertise for traffic signal installation and Services during the construction of the Downtown Improvement Project.

Administrative Recommendation:

Background Summary: The city has opened bids for the Downtown Improvement Project and determined the low bidder for contract award. Due to the complexity and diversity of the project, the Project Manager will need support from the design team of KPG Consultants and Shea Carr Jewell to meet our commitments for the success of this endeavor. The contract amount will not exceed \$155,262.

Attachments: Resolution 1961, Professional Services Contract, Exhibit A- Scope of Work, Exhibit B- KPG Budget

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$169,144.66	\$155,262.00	\$155,262.00	\$13,882.66
Budget Explanation:			
The Budget amount of \$169,144.66 is the dollars requested for construction engineering services (8%) as part of Resoluion 1960 (AB09-125), construction of the Downtown Improvement Project.			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 17 Aug 2009
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____
Meeting Date(s): _____ **Tabled To Date:** _____

Signatures:

Director Authorization Dan Grigsby	Mayor	Date City Attorney Reviewed
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RESOLUTION NO. 1961

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KPG CONSULTANTS FOR CONSTRUCTION SERVICES AND SURVEY FOR THE DOWNTOWN IMPROVEMENTS PROJECT.

Whereas, the City Council approved the design of the Intersection Improvements for the Old Sumner Buckley Highway and SR 410 by Resolution 1494 on September 27, 2005; and

Whereas, the City Council approved the design of the Downtown Improvements Project by Resolution 1779 on January 22, 2008; and

Whereas, the City advertised and opened bids for construction on August 12, 2009 and has awarded the contract to the lowest responsible bidder by Resolution 1960 to Johansen Excavating, Inc.; and

Whereas, the City Council approved in Resolution 1960, Construction Engineering funding for management, inspection and survey services in the amount of \$169,144.65 based on the contract bid.

Now therefore, be it resolved;

that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with KPG Consultants construction services and survey in the amount of \$155,262 which will be covered under the Construction Engineering budget for this project.

PASSED and adopted by the City Council this 25th day of August 2009.

Neil Johnson , Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Bonney Lake (" City") and KPG (" Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

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

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By:  _____

Attachments:

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

EXHIBIT A

City of Bonney Lake
Main Street Improvements - Construction

KPG
Scope of Work
August 10, 2009

INTRODUCTION

This scope of work covers effort required to provide construction surveying and construction management support to the City of Bonney Lake for the Construction of the Main Street Improvement Project. The scope of work and corresponding budget are based on our understanding of the project needs but may be decreased based on the City staffing levels and needs.

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

- Construction is scheduled for 210 working days, 42 weeks.
- City will be lead and provide construction contract manager.
- City will provide full time inspector.
- AutoCAD files created by Transpo will be provided to KPG through the City.
- Improvements to be constructed are as shown on the Main Street Improvements bid set.

EXHIBIT A

SCOPE OF WORK

Task 1.0 – Management/Coordination/Administration

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

- 1.1 The Consultant shall provide project management and administration to coordinate staffing level to meet project needs.
- 1.2 Provide monthly progress reports (11 assumed).
- 1.3 Coordinate with City staff at project meetings to review project needs and construction issues.
- 1.4 Address construction issues via phone calls and letters. This is a critical component to assure that there is a quick response to construction issues and avoid possible delay claims from contractors.

Products:

- Monthly invoicing.
- Meeting minutes for Consultant/City Meeting.
- Records of letters and phone call.

Assumptions:

- Construction Duration 210 working days.

EXHIBIT A

Task 2.0 – Construction Staking – Roadway, Drainage, & Water.

Task 3.0 – Construction Staking – Utility Conversion.

These tasks cover the effort to provide construction. Construction staking will be provided as described within the contract documents. The attached budget sheet provides a detailed list of all items to be staked and an estimate of the number of hubs required being set. In addition to field staking, this task includes preparation for staking crews, QA/QC of points to be staked, and points staked and preparing cut sheets for use by the City inspector.

Budget shown for this task assumes that the Contractor will request all improvement items to be staked. Contractors vary greatly in the amount of construction staking required. Budget for this task will be reduced if staking allowed by the Contract is not required by the Contractor.

Budget for the utility staking has been separated under Task 3 to allow for possible reimbursement under the Schedule 74 agreement, and other agreements with the private utilities.

Products:

- Construction stakes.
- Cut sheets.
- QA/QC of survey staking.

Assumptions:

- As described in the Construction Contract Documents, all required re-staking will be at the cost of the Contractor and deducted from monies due to the Contractor.

EXHIBIT A

Task 4.0 – Construction Services

Efforts under this task include the anticipated work necessary to assist the City in construction management. The following is a description of each item of work listed in the budget breakdown:

- Construction meetings – One of the most important things to keep construction running smooth and avoid construction claims is communications and looking ahead. All though there are 42 weeks in this construction project it is anticipated that the KPG design engineer will attend 30 meetings and the KPG construction manager will attend 21 meetings. It is also anticipated that SJC (signal designer) will attend 2 construction meetings. KPG will address any design issues, provide design clarifications, and review progress for possible claim issues. The following issues will be addressed at each meeting;
 - Construction Project Schedule.
 - Current Construction Issues.
 - Status of Material Submittals.
 - Status of Measurement and Payment for Bid Items.
 - Coordination with Private Utility Conversion.
- Meeting Minutes – KPG will provide meeting minutes, distribute for comments, make modifications, and provide meeting minutes prior to the next construction meeting.
- Submittal Review – KPG will review material submittal, track status, and provide copies and status reports to Contractor and City. SJC will review and comment on materials associated with the illumination and the new signal.
- Certified Payroll Tracking – City will review monthly certified and check against contract requirements and intent to pay prevailing wages for prime and subcontractors.
- Monthly Progress Payments – City will review inspector’s progress payment notes, check against contract requirements, and prepare monthly progress payments.
- Letters and Phone Calls – KPG project manager and design engineer will be available throughout the construction to answer design and construction questions from City, contractor, and private utility companies.
- Change Orders – On projects of this magnitude, design modifications and change orders are to be expected. These changes may be a result of unknown

EXHIBIT A

utility conflicts, change requested by the owner, extensions of project limits, or other issues not know at this time. City will prepare change orders. KPG will provide supplemental design drawings as requested by the City. SJC will assist for change orders dealing with the signal.

- Addressing RFI's - Throughout construction, contractors will submit Request For Information. These RFI's may lead to change orders but typical are contract clarifications. In either case, these RFI's are a formal request from the contractor and need to be answered in a formal manner and tracked. KPG will consult with the City project manager and respond and track RFI's. SJC will assist in addressing RFI's for items related to the signal.
- Bi-Weekly Site Visits - KPG design manager will perform site visits on a bi-weekly basis. During these site visits, the design manager will review current construction activities and review up-coming activities. Upon completion of this review, he will coordinate with the City on-site inspector and the City project manager. SJC design engineer will make 3 site visits during signal construction.
- Punch List - KPG design manager and design engineer will attend a walkthrough of the project site with the City inspector and City project manager. This walkthrough will assure that all facets of the construction are complete as required by the Contractor. Any deficiency will be noted on a punch list to be correct by the Contractor.
- Final Walkthrough - KPG design engineer will attend a final walkthrough of the project with the City Inspector to assure that all punch list items have been completed as required by the Contractor documents.
- Project Closeout - Upon the completion of construction KPG will compile all records and files and deliver to the City.
- Record Drawings - KPG will revise Construction documents and provide City with a complete set of drawings which have been revised to conform to construction records based on red-lines provided by the Contractor and City inspector.

EXHIBIT A

Task 5.0 – Private Property Utility Conversions

This task covers the effort to work with City staff to provide sketches and small works contract documents required to hire a contractor to complete conversions for private overhead utilities to underground. It is anticipated that five utility conversions will be completed by one contractor. The following is list of anticipated effort under this Task:

- Coordinate with private utility companies to determine number of conduits required between right-of-way and building.
- Prepare sketch showing conduit locations and restoration requirements.
- Attend pre-bid walk through with potential contractors and City staff.
- Prepare small works bid package.
- Assist City in review of submitted bids.
- Conduct two site visits during construction and coordinate with City inspector.

EXHIBIT B

**OTHER DIRECT COSTS
EXPENSE ESTIMATE**



CLIENT: City of Bonney Lake
 PROJ NAME: Main Street Improvements - Construction
 Job # 09052

DATE: August 13, 2009

EXPENSE ITEM	Cost	/ Unit	Qty	Total
Travel - Mileage	0.55	\$ / mile	600	\$330
Final Design	9.00	\$ / 4 hrs	0	\$0
Maps and Charts	-	estimate	LS	\$0
11 X 17 Copies	0.10	\$ea	0	\$0
	0.35	\$ea		\$0
	0.35	\$ea	0	\$0
11 X 17 Plot Check Prints	1.00	\$ea	0	\$0
Color Reduction Prints 8 1/2 x 11	1.00	\$ea	0	\$0
Color Reduction Prints 11 x 17	1.50	\$ea	0	\$0
22 X 34 Copies	2.00	\$ea	0	\$0
22X34 Plot Check Prints Copy (Bond)	6.00	\$ea		\$0
Plots Large Vellum	8.00	\$ea	0	\$0
Plots Large Mylar	14.00	\$ea	55	\$770
Mountings 22 x 34	15.00	\$ea	0	\$0
Plot Prints Large Bond Color	22.00	\$ea	0	\$0
Photo Documentation	-	estimate	LS	-
Postage	-	estimate	LS	-
Courier Service	-	estimate	LS	-
Title Reports	400.00	\$ea	0	\$0
Infiltration Test		\$ea	0	\$0
Outside Plan Reproduction Cost	500.00	LS	0	\$0
Total KPG In-House Expense =				\$1,100

KPG#08033
 Date: 8/13/2009

EXHIBIT B



CLIENT: City of Bonney Lake
 PROJ NAME: Main Street Improvements - Construction
 Job # 0906Z
 DATE: August 13, 2009

TASK 1 HOUR BREAKDOWN												
TASK NO.	TASK DESCRIPTION	Classification Initials	Project Manager	Project Engineer	Const Observer	Project Surveyor	Surveyor	Survey Crew	Technician	Clerical	Task Total	
											Total Hours	Total Cost
1.0	Management/Coordination/Admin.		162.54	115.08	75.00	115.08	99.28	133.49	82.70	59.02	11	\$1,787.94
	On-going Project Management (11 Months)		11.0								11	\$1,270.34
	Monthly Progress Invoices		6.0								12	\$1,950.48
	Coordination Meeting w/ City (6 assumed)		12.0								32	\$4,373.12
	Misc. Phone Calls and Letters		24.0									
OTHER DIRECT COSTS												
	Other Direct Costs											
	Hours		53.0								13.0	
	Total		\$8,615								\$767	
TOTALS												\$9,381.88

KPC#08033
 Date: 8/13/2009

EXHIBIT B



CLIENT: City of Bonney Lake
 PROJ NAME: Main Street Improvements - Construction
 Job # 09052
 DATE: August 13, 2009

TASK NO.	TASK DESCRIPTION	Classification	Project Manager	Project Engineer	Const Observer	TASK 2 HOUR BREAKDOWN							Total Hours	Task Total
						Project Surveyor	Surveyor	Survey Crew	Technician	Clerical	Hours	Total		
2.0	Construction Staking (Road, drainage & water)	Initials	162.54	115.08	75.00	115.08	99.28	133.49	82.70	59.02				
# of Hubs	Items to Stake													
	Survey oversight and Scheduling													
50	Sub-grade Staking @ 50' Centers					20.0	12.0	16.0				20	\$2,301.60	
50	Const. CL of Summer/Bik Hwy @ 50' Sta						12.0	16.0				28	\$3,327.20	
20	Landscape Wall						3.0	5.0				8	\$965.28	
12	Gravity Block Wall						2.0	3.0				5	\$599.03	
60	Storm Sewer Pipe						12.0	18.0				30	\$3,894.18	
8	Filterra System Two Systems						3.0	4.0				7	\$831.80	
62	Drainage Structures						22.0	30.0				52	\$6,188.96	
50	SR 410 Curb & Gutter						15.0	20.0				35	\$4,159.00	
40	Summer Buckley Curb & Gutter						9.0	12.0				21	\$2,495.40	
60	Main Street Curb & Gutter						12.0	16.0				28	\$3,327.20	
20	Main Street FG CL Grading						3.0	6.0				9	\$1,098.78	
8	Curb Ramps						1.0	2.0				3	\$366.28	
8	Beam Guardrail						1.0	2.0				3	\$366.28	
16	Reference & Set 5 Monuments						16.0	25.0				41	\$4,925.73	
30	Traffic Signal Poles - 4 Poles						2.0	4.0				6	\$732.52	
8	Traffic J-boxes						7.0	10.0				17	\$2,029.86	
8	Street Signs						3.0	4.0				7	\$831.80	
36	Water Main SR 410						9.0	12.0				21	\$2,495.40	
8	SR 410 Water Boring						3.0	4.0				7	\$831.80	
40	Main Street Water						9.0	12.0				21	\$2,495.40	
26	90th Water						6.0	8.0				14	\$1,663.60	
15	Meter Assembly						4.0	6.0				10	\$1,198.06	
14	Intersection Grading @ Main Street N						6.0	8.0				14	\$1,663.60	
30	Intersection Grading @ Main Street S						6.0	8.0				14	\$1,663.60	
33	Annex Parking Lot Grading						7.0	10.0				17	\$2,029.86	
OTHER DIRECT COSTS														
	Other Direct Costs													
	Hours					20.0	185.0	261.0				466		
	Total					\$2,302	\$18,367	\$34,841						
TOTALS														\$55,509.29

EXHIBIT B



CLIENT: City of Bonney Lake
 PROJ NAME: Main Street Improvements - Construction
 Job # 09052
 DATE: August 13, 2009

TASK 3 HOUR BREAKDOWN												
TASK NO.	TASK DESCRIPTION	Classification Initials	Project Manager	Project Engineer	Const Observer	STAFF LABOR HOURS REQUIRED BY TASK					Total Hours	Task Total
						Project Surveyor	Surveyor	Survey Crew	Technician	Clerical		
3.0	Construction Staking (Utility Conversions)		152.54	115.08	75.00	115.08	99.28	133.49	82.70	59.02		
	# of Hubs											
	210.0	Hubs on 50' Centers, Typical					8.0	16.0			24	\$2,930.09
	10.0	Joint Utility Trench - SBH					4.0	8.0			12	\$1,465.04
	8.0	Main Street					3.0	6.0			9	\$1,098.78
		90th Street										
	# of Hubs	Vaults and Handholes										
	24.0	PSE					5.0	10.0			15	\$1,851.30
	24.0	Comcast					5.0	10.0			15	\$1,851.30
	33.0	Qwest					6.0	12.0			18	\$2,197.56
	9.0	Intlight					2.0	4.0			6	\$732.52
	18.0	City					3.0	6.0			9	\$1,098.78
	8.0	Pole Riser					2.0	4.0			6	\$732.52
OTHER DIRECT COSTS												
							38.0	76.0			114	
							\$3,773	\$10,145				
TOTALS												\$13,917.88

EXHIBIT B



City of Bonney Lake
 CLIENT: Main Street Improvements - Construction
 PROJ NAME: Job # 09052
 DATE: August 13, 2009

TASK 5 HOUR BREAKDOWN												
STAFF LABOR HOURS REQUIRED BY TASK												
TASK NO.	TASK DESCRIPTION	Project Manager	Project Engineer	Const Observer	Project Surveyor	Surveyor	Survey Crew	Technician	Clerical	Total Hours	Task Total	
5.0	Private Property Utility Conversions	162.54	115.08	75.00	115.08	99.28	133.49	82.70	59.02			
	Coordinate w/Private Utility Companies	2.0	8.0							10	\$1,245.72	
	Prepare sketch of Conduit Locations		10.0					6.0		16	\$1,647.00	
	Prepare For & Attend Pre-bid Walkthrough	2.0	4.0							6	\$785.40	
	Prepare Bid Package	8.0	12.0							20	\$2,681.28	
	Review of Submitted Bids	1.0								1	\$162.54	
	Site Visits		4.0							4	\$460.32	
OTHER DIRECT COSTS												
Other Direct Costs												
	Hours	13.0	98.0							6.0		
	Total	\$2,113	\$4,373					\$496		57		
TOTALS											\$6,982.26	

COMMUNITY DEVELOPMENT COMMITTEE

Action Item #2

DATE: August 17, 2009

ORIGINATOR: John Woodcock TITLE: City Engineer

SUBJECT: The city has opened bids for the Downtown Improvement Project and determined the low bidder for contract award. Due to the complexity and diversity of the project, the Project Manager will need support from the design team of KPG Consultants and Shea Carr Jewell to meet our commitments for the success of this endeavor. The contract amount will not exceed \$155,262.

ORDINANCE/RESOLUTION: 1961

REQUEST OR RECOMMENDATION BY ORIGINATOR:

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

Table with 4 columns: 2009 Budget Amount, Current Balance, Required Expenditure, Remaining Balance. Values: \$169,144.66, \$169,144.66, \$155,262.00, \$13,882.66

Explanation: The Budget amount of \$169,144.66 is the dollars requested for construction engineering services (8%) as part of Resolution 1960 (AB09-125), construction of the Downtown Improvement Project.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Table with 4 columns: Name, DATE, APPROVED, DISAPPROVED. Rows for James Rackley, David Bowen, and Dan Decker with handwritten dates and signatures.

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO: CITY CLERK CITY ATTORNEY

Please schedule for City Council Meeting date of: August 25, 2009 Consent Agenda: [X] Yes [] No

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

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 25 Aug 2009	<u>Agenda Bill Number:</u> AB09-129
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 1962	<u>Councilmember Sponsor:</u>

Agenda Subject: Approval of a PSE easement on Annex property off of Main Street E for utility service to the facility.

Proposed Motion: A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Granting Puget Sound Energy an Easement on the Property of Parcel 5640001380 which is the Location of the Current City's Annex

Administrative Recommendation:

Background Summary: Puget Sound Energy requires an easement to install vaults to accommodate the under-grounding of utilities to the Annex parcel on Main Street E. The easement dimensions will measure 10 feet by 16.5 feet (165 s.f.) and be adjacent to Main Street E.

Attachments: Easement, Exhibits A and B

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
N/A			
Budget Explanation:			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 17 Aug 2009
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled To Date:

Signatures:

Director Authorization Dan Grigsby	Mayor	Date City Attorney Reviewed
---------------------------------------	-------	-----------------------------

RESOLUTION NO. 1962

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, GRANTING PUGET SOUND ENERGY AN EASEMENT ON THE PROPERTY OF PARCEL 5640001380 WHICH IS THE LOCATION OF THE CURRENT CITY'S ANNEX.

Whereas, City officials have adopted the Downtown Comprehensive Plan identifying this location for the future development of the city's Downtown; and

Whereas, City officials have adopted Ordinance 1283 requiring the undergrounding of utilities within the city rights of ways;

Now therefore, be it resolved;

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached document granting the easement required for appurtenances necessary for this effort.

PASSED by the City Council this 25th day of August 2009.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Action Item #4

COMMUNITY DEVELOPMENT COMMITTEE

DATE: August 17, 2009

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Approval of a PSE easement on Annex property off of Main Street E for utility service to the facility.

Puget Sound Energy requires an easement to install vaults to accommodate the under-grounding of utilities to the Annex parcel on Main Street E. The easement dimensions will measure 10 feet by 16.5 feet (165 s.f.) and be adjacent to Main Street E.

ORDINANCE/RESOLUTION:1962

REQUEST OR RECOMMENDATION BY ORIGINATOR:

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

CITY ATTORNEY _____

<u>2009 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
N/A			
<u>Explanation:</u>			

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	8-17-09		_____
David Bowen	8-17-09		_____
Dan Decker	8-17-09		_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK

CITY ATTORNEY

Please schedule for City Council Meeting date of: August 25, 2009

Consent Agenda: Yes No

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
3130 S. 38th Street
Tacoma, WA 98409
MLH

EASEMENT

REFERENCE #:
GRANTOR: CITY OF BONNEY LAKE
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN TRACT 22 MCDONALD FRUITLAND TRACTS / NW33-20N-05E
ASSESSOR'S PROPERTY TAX PARCEL: 564000-138-0

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, the **CITY OF BONNEY LAKE**, a municipal corporation ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in **PIERCE** County, Washington:

THE SOUTH 100 FEET OF THE WEST HALF OF TRACT 22, MCDONALD FRUIT TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 11 OF PLATS AT PAGE 31, RECORDS OF PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF BONNEY LAKE FOR RIGHT OF WAY PURPOSES IN DEED RECORDED UNDER AUDITOR'S FILE NO. 200907220945.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

UG Electric 10/2003
101054181 / RW-072562 / Not. 10881528

6. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this _____ day of _____, 2009.

GRANTOR: CITY OF BONNEY LAKE

BY: _____

TITLE: _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ (name), to me known to be the person who signed as _____ (title), of the CITY OF BONNEY LAKE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of the CITY OF BONNEY LAKE, for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said CITY OF BONNEY LAKE.

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

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT A
PARCEL NO. 564000-1380
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS;

THE WEST 10.00 FEET OF THE SOUTH 16.50 FEET.

CONTAINING 165 SQUARE FEET, MORE OR LESS.

PARCEL "A"

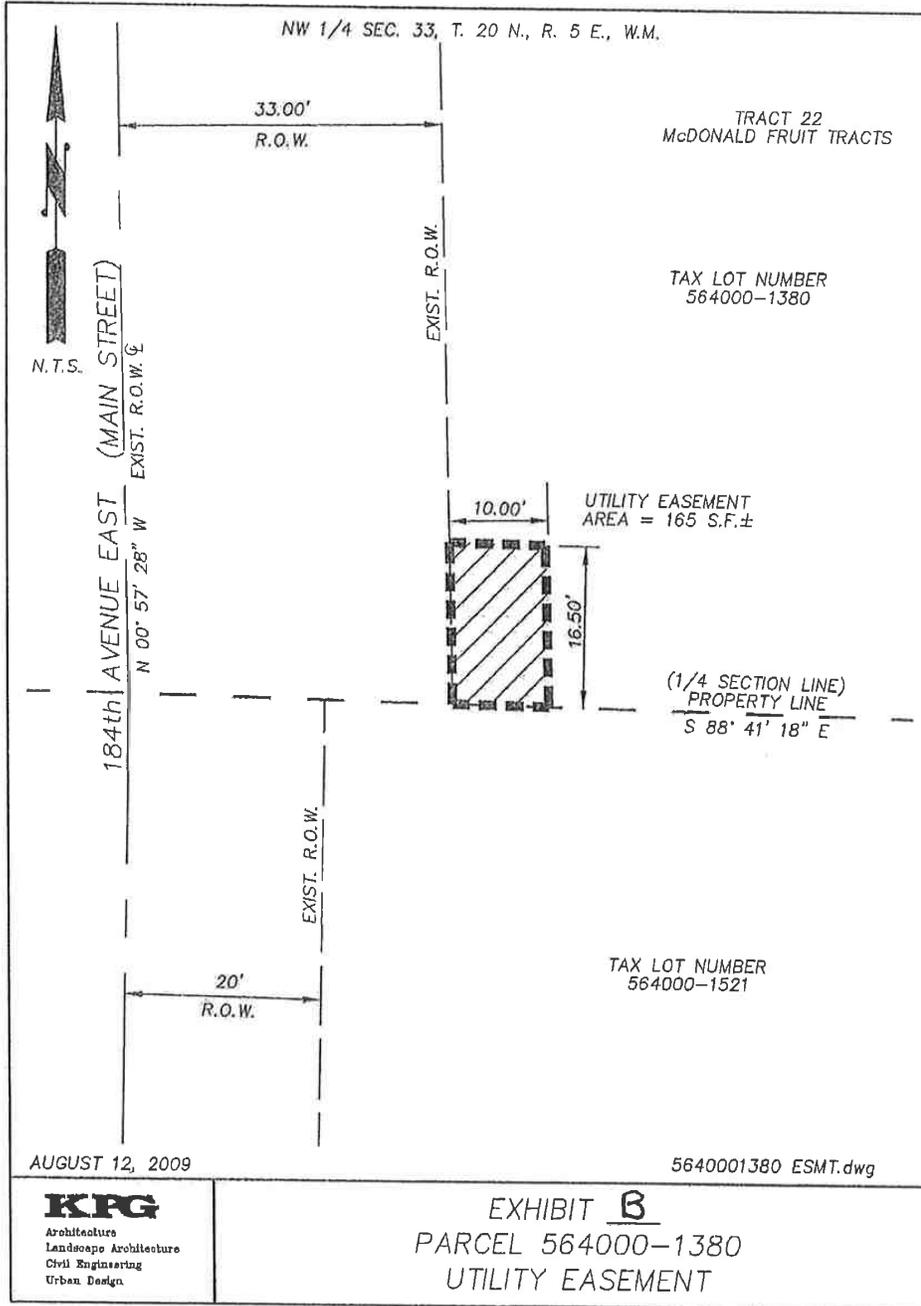
THE SOUTH 100 FEET OF THE WEST HALF OF TRACT 22, McDONALD FRUIT TRACTS, PIERCE COUNTY, ACCORDING TO THE PLAT RECORDED IN BOOK 11 OF PLATS AT PAGE 31, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF BONNEY LAKE FOR RIGHT OF WAY PURPOSES IN DEED RECORDED UNDER AUDITORS FILE NUMBER 200907220945.

564000-1380 ESMT2.DOC

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

<u>Department / Staff Contact:</u> Exec / Don Morrison	<u>Workshop / Meeting Date:</u> 25 Aug 2009	<u>Agenda Bill Number:</u> AB09-124
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Ratify Settlement for Performance Bond - Park Place Condominium

Proposed Motion: A Motion of the Bonney Lake City Council, Pierce County, Washington, Ratifying the Settlement, Release and Full Exoneration Agreement as Signed by the City Administrator, in Reference to the Park Place Condominium Project and Reich Land, Inc.

Administrative Recommendation: Recommend Approval

Background Summary: This is a request to ratify the settlement and release form signed by the City Administrator on behalf of the City to accept payment of \$33,642 to undertake erosion control measures (silt fence), secure the entrance, and hydro-seed the site of the currently defunct Park Place Condominium project. Administrative action was taken in advance of formal Council approval in order to speed payment and be able to more expeditiously control the site.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
N/A			

Budget Explanation:
N/A

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 18 Aug 2009
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled To Date:

Signatures:

Director Authorization Don Morrison	Mayor	Date City Attorney Reviewed 8/3/2009
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FINANCE COMMITTEE

DATE: August 11, 2009

ORIGINATOR: Don Morrison

TITLE: City Administrator

SUBJECT/DISCUSSION: RATIFY SETTLEMENT FOR PERFORMANCE BOND

ORDINACNE/RESOLUTION: AB09-124 MOTION

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE:

MAYOR Yes
FINANCE DIRECTOR Yes
CITY ATTORNEY Yes

BUDGET INFORMATON

BUDGETED ITEM: NA TOTAL COST:

2008 Budget Amount Required Expenditure Impact Remaining Balance

Explanation: NA

This is a request to ratify the settlement and release form signed by the City Administrator on behalf of the City to accept payment of \$33, 642 to undertake erosion control measures (silt fence), secure the entrance, and hydro-seed the site of the currently defunct Park Place Condominium project. Administrative action was taken in advance of formal Council approval in order to speed payment and be able to more expeditiously control the site.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Table with columns: DATE, APPROVED, DISAPPROVED. Rows for Dan Swatman, Chairperson; Jim Rackley, Chair CDC; Dave King, Chair, Public Safety.

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

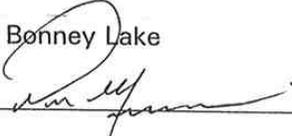
CITY CLERK FINANCE DIRECTOR CITY ATTORNEY
Please schedule for Council Meeting date of:

SETTLEMENT, RELEASE AND FULL EXONERATION

1. On or about August 15, 2007 Indemnity Company of California ("I C C") issued Subdivision Improvements Surety Bond 579654S ("the Bond"). The Bond named Reich Land Inc("Reich") as principal and The City of Bonney Lake ("City") as obligee and was issued by I C C and accepted by City in connection with Reich's agreement to construct certain public improvements at the Park Place Subdivision ("Obligation").
2. The City made claim against the Bond alleging that Reich failed to complete its scope of work for the public improvements leading the City to make the bond claim (the "Claim").
3. The City and I C C both wish to resolve the claim quickly and fairly. Accordingly, I C C agrees to pay the City \$33,642 from the Bond as full and final settlement of the Claim.
4. Upon completion and acceptance of the work by the City, the City agrees that the Bond is fully and completely exonerated and forever releases and absolutely and forever discharges I C C and its present and past subsidiaries, parents and affiliated agents, corporations and entities, and each of its present and past trustees, consultants, partners representatives, agents, attorneys, servants, employees, successors, assigns, officers, directors and shareholders from any and all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, whether known or unknown, suspected or unsuspected, matured or contingent which in any way are connected with, related to or arise out of the Claim or the Bond.
6. The person or persons signing this release warrant that they are authorized to do so on behalf of the City of Bonney Lake.

City of Bonney Lake

Date: 8/4/09

By: 

Don Morrison, City Administrator
Name and Title

Don Morrison

From: Kathleen J. Haggard [kathleen@dionne-rorick.com]
Sent: Tuesday, August 04, 2009 10:36 AM
To: King Cooper; Dan Grigsby; John Vodopich
Cc: Don Morrison; Woody Edvalson
Subject: RE: Park Place Bond \$33,642.00

They are asking for a release and for assurance that whoever signs has the authority to bind the City. I would have Don or the Mayor sign this, and then give it to the finance committee for next Tuesday, with the goal of getting it on the consent agenda for Council ratification at the next regular meeting. This is not a controversial item because the indemnity company is paying 100% of the claim. However, we should still follow the City's regular process as closely as possible to avoid challenges down the road.

Kathleen

From: King Cooper [mailto:cooperk@ci.bonney-lake.wa.us]
Sent: Monday, August 03, 2009 4:34 PM
To: Dan Grigsby; John Vodopich
Cc: John Woodcock; Doug Budzynski; Heather Stinson; Kathleen J. Haggard; Charlie Simpson
Subject: Park Place Bond \$33,642.00

Who needs to sign the letter?

King Cooper II
Project Manager Public Works
City of Bonney Lake
8720 184th Ave East, P.O. Box 7380
Bonney Lake, Wa 98391-0944
253-447-4337
Fax 253-826-1921

8/7/2009



RECEIVED

AUG 03 2009

BY PUBLIC WORKS

July 30, 2009

City of Bonney Lake
Attn.: King Cooper II
PO Box 7380
Bonney Lake WA 98391

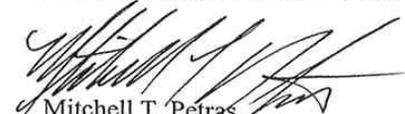
Re Surety: Indemnity Company of California
Bond No.: 579654S
Principal: Reich Land Inc
Project: Park Place Condominiums

Dear Mr. Cooper:

Indemnity Company of California has concluded the investigation of the City's claim and found it to be valid. Consequently, enclosed you will find Indemnity Company of California's proposal to settle the City's claim against the bond of Reich Land Inc. If the enclosed is acceptable, please have the appropriate person execute the agreement and forward it back to me. Upon receipt of the signed agreement I shall arrange to have check issued to the City immediately.

Thank you for your cooperation.

Very truly yours,
DEVELOPERS SURETY AND INDEMNITY COMPANY



Mitchell T. Petras
Senior Claims Examiner

MTP:mp

Encl.

Insko Insurance Services, Inc. • CA Lic. 0403172

17780 Fitch • Suite 200 • Irvine, CA 92614 • (800) 782-1546 • (949) 263-3300 • Claims Fax (949) 553-8143 • <http://www.InscoDico.com>

Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California