

CITY COUNCIL MEETING

**February 28, 2012
7:00 P.M.**

AGENDA

City of



“Where Dreams Can Soar”

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

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

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

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

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

- A. Flag Salute
- B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.
- C. Announcements, Appointments and Presentations:
 - 1. Announcements:
 - a. **Proclamation:** Pierce County READS – Bonney Lake Library.
 - 2. Appointments: None.
 - 3. Presentations: None.
- D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearings:
 - 1. **AB12-23** – A Public Hearing Of The City Council Of The City Of Bonney Lake, Washington, Regarding Proposed Ordinance D11-27 – For A 6 Month Extension Of The Temporary Zoning Moratorium On The Establishment, Maintenance Or Continuation Of Medical Marijuana Collective Gardens.
- 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

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- 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 Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #62975 thru 62987 (including wire transfer #1172012, 8692598) in the amount of \$88,244.77 out of the 2011 budget; Accounts Payable checks/vouchers #62988 thru 63038 (including wire transfer #20120211) in the amount of \$875,365.91 out of the 2012 budget; Accounts Payable checks/vouchers #63039 in the amount of \$500.00 for an Accounts Receivable deposit refund out of the 2012 budget; Accounts Payable wire transfer #20120217 in the amount of \$28,829.52, with \$9,721.80 coming out of the 2011 budget and \$19,107.72 coming out of the 2012 budget; Accounts Payable checks/vouchers #63040 thru 63054 in the amount of \$72,939.17 out of the 2011 budget; Accounts Payable checks/vouchers #63055 thru 63098 (including wire transfer #2012021701) in the amount of \$271,801.68 out of the 2012 budget for a grand total of \$1,337,681.05.
VOIDED CHECKS: 62857 – Duplicate payment.
- B. **Approval of Payroll:** Payroll for February 1-15th 2012 for checks 30301-30325 including Direct Deposits and Electronic Transfers in the amount of \$416,267.55.
- p. 7 C. **AB12-25 – Resolution 2187** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve And Ratify The Mayor’s Signature For The Nonexclusive Franchise Agreement With Pierce County To Construct, Operate, And Maintain A Sanitary Sewer System In, Along, Across, Under, And Along Certain Public Roads and Highways in Pierce County.
- p. 23 D. **AB12-28** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Grant Application For A Bikes Belong Grant.

V. FINANCE COMMITTEE ISSUES:

- p. 37 A. **AB12-17 – Resolution 2184** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Brookside Homeowners Association For A Boundary Line Adjustment And Exchange Of Real Property.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- p. 53 A. **AB12-26 – Resolution 2188** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Service Agreement To Kennedy / Jenks Consultants For Design Of Leaky Mains (PWTFLL 2): Phase 2D – Ponderosa Estates.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

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- A. **AB12-27 – Ordinance D12-27** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Extending A Temporary Zoning Moratorium On The Establishment, Maintenance Or Continuation Of Medical Marijuana Collective Gardens.

IX. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

X. ADJOURNMENT

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

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

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

Department/Staff Contact: Admin Services / HT Edvalson	Meeting/Workshop Date: 28 February 2012	Agenda Bill Number: AB12-23
Agenda Item Type: Public Hearing	Ordinance/Resolution Number:	Councilmember Sponsor:

Agenda Subject: Public Hearing Regarding Proposed Ordinance D11-27 - For a 6 Month Extension of the Temporary Zoning Moratorium on the Establishment, Maintenance or Continuation of Medical Marijuana Collective Gardens.

Full Title/Motion: n/a .

Administrative Recommendation:

Background Summary: On August 23, 2011, the City Council adopted Ordinance No. 1396 enacting a temporary moratorium on the establishment, maintenance or continuation of medical marijuana collective gardens in accordance with RCW 35A.63.220 and RCW 36.70A.390. The City Council made nine findings in support of the moratorium. With no change in WA State or Federal Law to clarify the issue, the Council may wish to extend the moratorium. The City Council must hold a public hearing in order to extend the moratorium, should it choose to adopt an extension.

Attachments:

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

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

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s): 28 February 2012
Meeting Date(s): 28 February 2012	Tabled to Date:

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

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: February 28, 2012	Agenda Bill Number: AB12-25
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2187	Councilmember Sponsor: Randy McKibbin

Agenda Subject: Approve and Ratify Mayor signature for the Franchise agreement with Pierce County to construct, operate and maintain the Sanitary Sewer system.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve And Ratify The Mayor's Signature For The Nonexclusive Franchise Agreement With Pierce County To Construct, Operate, And Maintain A Sanitary Sewer System In, Along, Across, Under, And Along Certain Public Roads And Highways In Pierce County.

Administrative Recommendation: Approve.

Background Summary: Pierce County requires all utilities to obtain an non-exclusive franchise agreement approved they their Council to construct, operate, or maintain their utility within Pierce County right of way. These non-exclusive franchise agreements are in good standing for 15 years. This franchise agreement replaces the recently expired agreement that was approved 15 years ago. Pierce County Council approved the Non-exclusive Franchise Agreement on January 4th, 2012.
Attachments: Resolution 2187, Non-exclusive Franchise Agreement

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$0	\$0	\$0	\$0
Budget Explanation: 0			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development Date: February 21, 2012	Approvals: Chair/Councilmember Randy McKibbin Councilmember James Rackley Councilmember Katrina Minton-Davis	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

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

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

RESOLUTION NO. 2187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, TO APPROVE AND RATIFY THE MAYOR'S SIGNATURE FOR THE NONEXCLUSIVE FRANCHISE AGREEMENT WITH PIERCE COUNTY TO CONSTRUCT, OPERATE, AND MAINTAIN A SANITARY SEWER SYSTEM IN, ALONG, ACROSS, UNDER, AND ALONG CERTAIN PUBLIC ROADS AND HIGHWAYS IN PIERCE COUNTY.

WHEREAS, the Pierce County Council requires all utilities to obtain a 15 year Non-exclusive Franchise Agreement to construct, operate, and/or maintain their utility within Pierce County right of way; and

WHEREAS, this Non-exclusive Franchise Agreement replaces the recently expired agreement that was approved 15 years ago; and

WHEREAS, the Pierce County Council approved the Non-exclusive Franchise Agreement on January 4th, 2012 to be reapproved on or before that date in 2027; and

NOW, THEREFORE, BE IT RESOLVED that the Bonney Lake City Council does hereby approve and ratify the Mayor's signature for the Franchise agreement with Pierce County to construct, operate and maintain the Sanitary Sewer system.

PASSED and adopted by the City Council this 28th day of February 2012.

Neil Johnson, Mayor

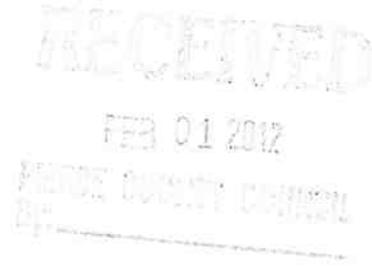
ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

201201270269 JVERONE 13 PGS
01/27/2012 01:14:17 PM \$74.00
AUDITOR, Pierce County, WASHINGTON



Return Address:
Denise Johnson
Pierce County Council
930 Tacoma Ave S, Room 1046
Tacoma, WA 98402

Please print legibly or type information.

Document Title(s) (or transactions contained therein): 1. Ordinance Number 2011-89 2. 3. 4.
Grantor(s) (Last name first, first name, and initials): 1. Pierce County 2. 3. 4. 5. <input type="checkbox"/> Additional Names on Page _____ of the Document.
Grantee(s) (Last name first, first name, and initials): 1. City of Bonney Lake 2. Ordinance Number 2011-89 3. 4. 5. <input type="checkbox"/> Additional Names on Page _____ of the Document.
Legal Description (abbreviated; i.e., lot, block, plat or section, township, range): See page 1. Legal Description is on Page 1 and 2, Exhibit A.
Reference Number(s) of Documents Assigned or Released: <input type="checkbox"/> Additional Reference Numbers on Page _____ of the Document
Assessor's Property Tax Parcel/Account Number: Not assigned.
The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

1 Sponsored by: Councilmember Dan Roach
2 Requested by: Executive/Public Works & Utilities

3
4
5 **ORDINANCE NO. 2011-89**
6

7
8 **An Ordinance of the Pierce County Council Granting the City of Bonney**
9 **Lake a Nonexclusive Franchise to Construct, Operate, and**
10 **Maintain a Sanitary Sewer Pipeline System, in, along, and**
11 **under Certain Public Roads, Highways, and Other County**
12 **Property(ies) in Pierce County, Washington.**
13

14 **Whereas**, the City of Bonney Lake has applied for a nonexclusive Franchise to
15 construct, operate, and maintain a sanitary sewer pipeline system in, along, and under
16 certain public roads, highways, and other County property(ies) in Pierce County,
17 Washington, as hereinafter set forth; and
18

19 **Whereas**, the proposed franchise is nonexclusive and does not establish a right,
20 either expressly or implied, to the sewer utility to provide sewer service to properties
21 located outside of their Urban Growth Area (UGA). Furthermore, in order to remain
22 consistent with the Comprehensive Plan policies, sewer service should not be extended
23 to the areas outside the UGA in the franchise area, and other sewer planning in the
24 area should be carried out consistent with the City of Bonney Lake Comprehensive Plan
25 and Pierce County Countywide Planning Policies; and
26

27 **Whereas**, said application came on regularly for hearing before the Pierce
28 County Council on the date set forth below under the provisions of Chapter 36.55 of the
29 Revised Code of Washington (RCW); and
30

31 **Whereas**, it appears to the Council that notice of said hearing has been duly
32 given to the public as required by law, and that it is in the public's interest to grant the
33 Franchise; **Now Therefore**,

34
35 **BE IT ORDAINED by the Council of Pierce County:**
36

37 Section 1. The Franchise, a copy of which is attached hereto and identified as
38 Exhibit A is hereby given and granted to the City of Bonney Lake, its approved
39 successors and assigns, hereinafter referred to as the "Grantee," for a period of
40 15 years, from and after the effective date of this Ordinance to construct, operate, and
41 maintain a sanitary sewer pipeline system for the transportation of sewage in, along,



1 and under those certain public roads, highways, and other County property(ies) in
2 Pierce County, Washington, described within said Franchise.

3
4 Section 2. The City of Bonney Lake must indicate their full acceptance of this
5 Franchise and all its terms and conditions within 60 days from the effective date of the
6 Ordinance. Said acceptance is to be in writing and filed with the Clerk of the Pierce
7 County Council and shall be a condition precedent to the validity of said Franchise, and
8 unless the Franchise is accepted within such time, this grant of permission shall be null
9 and void.

10
11 Section 3. The Executive of Pierce County is hereby authorized to execute said
12 Franchise.

13
14 PASSED this 13th day of December, 2011.

15
16 ATTEST:

17 **PIERCE COUNTY COUNCIL**
18 Pierce County, Washington

19 Denise D. Johnson
20
21 **Denise D. Johnson**
22 Clerk of the Council

23 Roger Bush
24
25 **Roger Bush**
26 Council Chair

27 Pat McCarthy
28
29 **Pat McCarthy**
30 Pierce County Executive
31 Approved Vetoed _____, this
32 3 day of January, 2011. 2012

33 Dates of Publication of
34 Notice of Public Hearing: November 16 + 23, 2011

35
36 Effective Date of Ordinance: January 13, 2012



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In the Matter of the Application of)
the City of Bonney Lake, for)
a nonexclusive franchise to)
construct, operate, and maintain)
a sanitary sewer pipeline system)
in, along, across, under, and)
along certain Public Roads and)
Highways in Pierce County, Washington)

FRANCHISE

Application of the City of Bonney Lake, for a nonexclusive Franchise to construct and maintain a sanitary sewer pipeline system in, along, across, and under certain public roads and highways in Pierce County, Washington, as hereinafter set forth, having come on regularly for hearing before the County Council of Pierce County, Washington, under the provisions of Chapter 36.55, Revised Code of Washington, and it appearing to the Council that notice of said Hearing has been duly given as required by law, and that it is in the public interest to grant the Franchise herein granted;

NOW, THEREFORE, IT IS ORDERED, that a Franchise be, and the same is hereby given and granted to the City of Bonney Lake, hereinafter referred to as "Grantee," for a period of fifteen (15) years from and after the date of filing of this Franchise with the Clerk of the Pierce County Council. This Franchise is a license for the privilege and authority to construct, maintain, and operate for the said period of time, a sanitary sewer pipeline with appurtenances for a sanitary sewer pipeline system in, along, across, and under the public roads and highways in Pierce County, Washington, to wit:

Township 19 North, Range 5 East, W.M.:

- Section 1, All Pierce County roads in the NW quarter.
- Section 2, All Pierce County roads in this section.
- Section 3, All Pierce County roads in this section.
- Section 4, All Pierce County roads in the SE quarter.
- Section 5, All Pierce County roads in the south half.
- Section 8, All Pierce County roads in the north half.
- Section 9, All Pierce County roads in this section.
- Section 10, All Pierce County roads in this section.
- Section 15, All Pierce County roads in this section.
- Section 16, All Pierce County roads in the NE quarter.



1 Township 20 North, Range 5 East, W.M.:

- 2
- 3 Section 23, All Pierce County roads in the south half.
- 4 Section 24, All Pierce County roads in the SW quarter.
- 5 Section 25, All Pierce County roads in the west half.
- 6 Section 26, All Pierce County roads in this section.
- 7 Section 27, All Pierce County roads in the south half.
- 8 Section 28, All Pierce County roads in the south half.
- 9 Section 29, All Pierce County roads in this section.
- 10 Section 30, All Pierce County roads in this section.
- 11 Section 33, All Pierce County roads in this section.
- 12 Section 34, All Pierce County roads in this section.
- 13 Section 35, All Pierce County roads in the south half.
- 14 Section 36, All Pierce County roads in the SW quarter.
- 15

16 EXCEPT the incorporated limits of the City of Bonney Lake.

17
18 In the construction and installations of sanitary sewer pipeline appurtenances
19 and the excavation of trenches on County roads for the purposes of laying, relaying,
20 connecting, disconnecting, and repairing mains and pipes and making connections
21 between the same to the dwellings and other buildings of the consumers, the Grantee
22 shall be governed by and conform to the general rules adopted by Pierce County Public
23 Works and Utilities of Pierce County, Washington; and the Grantee, at no expense to
24 the County, shall complete all such work and shall repair the County roads and leave
25 the same in as good condition as before the work was commenced; PROVIDED,
26 HOWEVER, that no such work shall be done prior to the obtaining of a permit therefore
27 issued by the Pierce County Engineer (hereinafter "Engineer"), which permit shall set
28 forth conditions pertaining to the work to be done and specifications for the restoration
29 of the roads to the same condition as they were prior to such work; and
30

31 PROVIDED FURTHER, the Engineer may in his or her discretion require a bond
32 in a sum sufficient to guarantee to Pierce County that such roads shall be restored to
33 the same condition as existed prior to such work. If the Grantee does not repair the
34 County roads to the satisfaction of the Engineer, Pierce County Public Works and
35 Utilities may, at its sole discretion, repair such County roads, or cause them to be
36 repaired, and the Grantee hereby agrees to reimburse the County of Pierce for the cost
37 of such work, including overhead costs.
38

39 Before any work is performed under this Franchise that may affect any existing
40 monuments or markers of any nature relating to section subdivisions, plats, roads, and
41 all other surveys, Grantee shall reference all such monuments and markers in
42 accordance with RCW 58.09.130. The reference points shall be so located that they will
43 not be disturbed during Grantee's operations under this Franchise. The method of
44 referencing these monuments or other points to be referenced shall be approved by the
45 County Engineer. The replacement of all such monuments or markers disturbed during
46 construction shall be made as expeditiously as conditions permit, and as directed by the
47 County Engineer. The cost of monuments or other markers lost, destroyed, or

1 disturbed, and the expense of replacement by approved monuments shall be borne by
2 Grantee.

3
4 A complete set of reference notes for monuments and other ties shall be filed
5 with Pierce County Public Works and Utilities.
6

7 II

8 The sanitary sewer mains and pipes shall be laid down as directed by the
9 Engineer or his designee at a depth to be determined at the time of permit application,
10 and in such a manner as not to interfere unnecessarily with the construction of utilities
11 and drains, or with the grading of the County roads. All surface appurtenances to the
12 sanitary sewer system shall be installed or constructed as approved by the Engineer.
13

14 III

15 All work done under this Franchise shall be done in a thorough and professional
16 manner and in the laying of sanitary sewer pipes and conduits and the digging of
17 ditches therefore, the Grantee shall leave ditches in such a way as to interfere as little
18 as possible with public travel and shall take all due and necessary precautions to
19 ensure that damage or injury shall not occur or arise by reason of such work; and that
20 where any ditches or trenches are left open at night, the Grantee shall place at all
21 crossings suitable lights in such a position to guard against danger, and the Grantee
22 shall be liable for all property damage or personal injury that may be caused by reason
23 of any injury sustained through its negligence by reason of any person, animal or
24 property being injured through any negligence of the Grantee, or by reason of any
25 damage caused through the neglect to properly guard any ditches or trenches dug or
26 maintained by the Grantee. The Engineer may specify actions to be taken to ensure the
27 safety of the public and the Grantee shall comply with such specifications.
28

29 IV

30 The County of Pierce, in the granting of this Franchise, does not waive any rights
31 that it now holds or may hereafter acquire and this Franchise shall not be construed so
32 as to deprive the County of Pierce of any powers, rights, or privileges that it now has or
33 may hereafter acquire, including the right of eminent domain, to regulate the use and
34 control of the County roads covered by this Franchise, or to go upon any and all County
35 roads and highways for the purpose of constructing and improving the same in such a
36 manner as the County of Pierce, or its representatives may elect.
37

38 V

39 Grantee shall provide a certificate of insurance showing evidence of commercial
40 general liability and property damage liability insurance that includes but is not limited
41 to, the operations of the Grantee, the Grantee's protective liability, products-completed
42 operations coverage, broad form blanket contractual liability:
43
44



1 COVERAGES

LIMITS OF LIABILITY

2 Commercial General Liability Insurance	\$2,000,000 Each
3 Bodily Injury Liability	Occurrence
4 Property Damage Liability	\$250,000 Each
5	Occurrence

6
7 or
8 COMBINED SINGLE
9 LIMIT COVERAGE OF
10 \$2,000,000

11 The general requirements of the policy shall contain:

12
13
14 Pierce County is named as an additional Insured as respects this
15 Franchise and such insurance as is carried by the Grantee for the
16 operation of its facility.

17
18 In the event of nonrenewal, cancellation, or material change in the
19 coverage provided, 30 days written notice will be furnished to the County
20 prior to the date of nonrenewal, cancellation, or change. Such notice shall
21 be sent to the Engineer, Public Works and Utilities, 4301 South Pine
22 Street, Suite 446, Tacoma, Washington 98409.

23
24 Pierce County has no obligation to report occurrences to the insurance
25 companies unless a claim is filed with the Pierce County Council; and
26 Pierce County has no obligations to pay premiums.

27
28 The Grantee's insurance policies shall contain a "cross-liability" endorsement
29 substantially as follows:

30
31 The inclusion of more than one Insured under this policy shall not affect the
32 rights of any Insured as respects any claim, suit, or judgment made or
33 brought by or for any other Insured or by or for any employee of any other
34 Insured. This policy shall protect each Insured in the same manner as
35 though a separate policy has been issued to each, except that nothing
36 herein shall operate to increase the company's liability beyond the amount
37 or amounts for which the company would have been liable had only one
38 Insured been named.

39
40 The Grantee's insurance is primary over any insurance that may be carried
41 by Pierce County. Grantee agrees to provide proof of insurance each year
42 to Pierce County.

43
44 Grantee agrees to defend, indemnify, and hold harmless Pierce County, its
45 appointed and elected officials, its agents, and its employees, from and
46 against all loss or expense arising out of any act, error or omission, or the
47 exercise of any of the rights and privileges granted under this Franchise,
48 including but not limited to, judgments, settlements, attorney's fees and

1 costs, and any and all claims and demands upon the County, its elected or
2 appointed officials, its agents, or its employees. Additionally, for damages
3 because of personal or bodily injury including death at any time resulting
4 therefrom, sustained by any person or persons, and for damages on
5 account of damage to property, including loss of use thereof, where such
6 injury to persons or damage to property is due to the negligence of
7 Grantee, its contractors, its or their employees or agents, Grantee agrees
8 to defend, indemnify, and hold harmless Pierce County, its appointed or
9 elected officers, or its employees, or its agents, except only such injury or
10 damage as shall have been occasioned by the sole negligence of Pierce
11 County, its appointed or elected officials, or its agents, or its employees;
12 and the Grantee expressly waives its immunity under Title 51 of the
13 Revised Code of Washington, the Industrial Insurance Act, and this waiver
14 has been mutually negotiated by the parties to this Franchise.

15
16 If the claim, suit, or action for injuries, death, or damages as provided for in
17 the preceding paragraph of this Franchise agreement is caused by or
18 results from the concurrent negligence of (a) Pierce County or Pierce
19 County's agents or employees, and (b) the Grantee, or the Grantee's
20 agents or employees, the indemnity provisions provided for in the
21 preceding paragraph of this Franchise shall be valid and enforceable only
22 to the extent of the Grantee's negligence.

23
24 Grantee specifically and expressly waives any immunity under Industrial
25 Insurance Title 51 RCW, and acknowledges that this waiver was mutually
26 agreed upon by the parties herein.

27 VI

28
29 If, at any time, the County of Pierce shall vacate any public street, road, or alley
30 that is subject to rights granted by this Franchise, the Pierce County Council may, at
31 their option, and by giving 30 days written notice to the Grantee, its successors, and
32 assigns, terminate this Franchise with reference to such County road, street, or alley so
33 acquired and the County of Pierce shall not be liable for any damages or loss to the
34 Grantee by reason of such termination.

35 VII

36
37 If, at any time, a new County road is created or established, and constructed, or
38 an existing County road is reconstructed, realigned, or its grade is changed, or if sewer
39 or drainage facilities, or any other facilities, within future or existing County road
40 right-of-way are constructed, reconstructed, maintained, or relocated (all such work to
41 be called "County Projects" hereinafter) and if the installation of the facilities as allowed
42 in this Franchise, and all supplements and changes thereto, should interfere in any
43 manner with any such County projects then the Grantee at no expense to the Pierce
44 County shall, upon notice, change the location or adjust the elevation of its facilities so
45 that such facilities shall not interfere with such County projects.

46
47 When relocation of Grantee's facilities is required by such County projects the
48 following procedures shall be followed:



1. Pierce County shall make available to Grantee a list of anticipated projects for each new budget period as soon as is reasonably practicable.
2. Pierce County shall provide to Grantee two sets of preliminary plans for individual projects as soon as such plans are developed to a state of reasonable certainty, and shall advise Grantee of the anticipated date of start of work on such projects.
3. Grantee shall, when requested by Pierce County in writing, locate their facilities in the field, show those locations on one set of the preliminary plans provided, and return that set to Pierce County Public Works and Utilities within four weeks of receiving the written request.
4. Pierce County shall provide to Grantee final plans for such projects as soon as such plans are available and shall confirm or correct the anticipated date of start of work on such projects.
5. Pierce County shall assist Grantee in determining how its facilities shall be relocated. Such assistance by Pierce County shall include, at a minimum, copies of plans (as required above) and specifications for such County projects, and information known to Pierce County as to existing survey control available for location of such County projects. Such assistance shall not subject Pierce County to any liability for the costs of relocating the subject facilities a second time if Grantee incorrectly relocated its facilities the first time.
6. When requested, Pierce County and Grantee shall meet to discuss how County projects and utility relocations can be accomplished with the least impact on the other. Pierce County's decision shall be final in such matters, but shall not be unreasonable.
7. Relocation of Grantee's facilities shall be completed in a timely manner defined as follows:

Relocation of Grantee's facilities shall normally be accomplished in advance of County projects. In the event relocation of Grantee's facilities shall be done concurrently with such projects, Pierce County shall be so notified and agree to a written schedule for relocation. Compliance with such a written schedule shall be Grantee's duty. In no event shall relocation of Grantee's facilities interfere with the prosecution of County projects.
8. If Grantee should not relocate its facilities in a timely manner as required above, Pierce County may relocate, or cause to be relocated, such facilities of Grantee as Pierce County deems necessary, and in the manner Pierce County deems necessary, in its sole discretion. Grantee hereby indemnifies and holds Pierce County, its employees, officers,



1 officials and agents totally free and harmless from all and any liability that
2 may arise from damages caused by the relocation by Pierce County of the
3 facilities of Grantee, even if such damages and liability arise from the
4 negligence of Pierce County, its employees, officers, officials and agents.
5

6 9. Grantee hereby indemnifies and hold harmless Pierce County, its officers,
7 officials, and employees, from damages that may arise from Grantee's
8 failure to relocate its facilities in accordance with the dates for completion
9 of relocation of facilities set forth above, or any other act or omission by
10 Grantee, its contractor(s), agents, officers, or employees related to the
11 provisions of this Franchise.
12

13 10. It shall be conclusively presumed that Pierce County will have suffered
14 damages as a result of exercising its rights as set forth in Item 8 above,
15 and compensation for such damages will be difficult to ascertain, and,
16 therefore, Grantee shall compensate Pierce County for such damages in
17 the amount of twice the amount of the cost of such relocation of Grantee's
18 facilities by Pierce County.
19

20 11. The exercise of its rights, as set forth in Item 8 above, by Pierce County in
21 no way relieves Grantee of completing and/or finalizing the relocation of its
22 facilities at no expense to Pierce County if the relocation work done by
23 Pierce County is incomplete.
24

25 12. In the event a law suit is brought by Pierce County against Grantee to
26 collect damages presumed under Item 10 above, for the exercise by
27 Pierce County of its rights under Item 8 above, Grantee hereby agrees the
28 only issue will be the actual cost to Pierce County for relocating Grantee's
29 facilities. The party prevailing in such an action shall be allowed its legal
30 fees and costs.
31

32 VIII

33 The Grantee shall not sell, transfer, or assign this Franchise without first notifying
34 the Council of Pierce County. The terms and conditions set forth herein shall be binding
35 on the Grantee's successors and assigns unless amended by the Council of Pierce
36 County.
37

38 IX

39 This Franchise is granted upon the further express condition that it shall not be
40 an exclusive Franchise and shall not, in any manner, prohibit the County of Pierce from
41 granting any other Franchise in, along, and under any of the said County roads of any
42 kind and character or territories that may be deemed proper by the Pierce County
43 Council, and this Franchise shall not in any way prevent the County of Pierce from using
44 the County roads and highways, or affect the jurisdiction over them and every part of
45 them by the County of Pierce with full power to make the necessary repairs, changes
46 and alterations in the same and like manner as though this Franchise had never been
47 granted.
48



1 Pierce County reserves for itself the right to so change, amend, modify, or
2 amplify this Franchise to conform to any state statute, order of the Washington Utilities
3 and Transportation Commission or County regulation, ordinance or right-of-way
4 regulation, as may hereafter be enacted, adopted, or promulgated. And this Franchise
5 may be terminated at any time upon 90 days written notice to the Grantee if the Grantee
6 fails to comply with the terms and conditions of this Franchise, or if the Grantee fails to
7 comply with such changes, amendments, modifications or amplifications and upon
8 termination Pierce County shall have a lien upon all equipment and materials erected or
9 placed under this Franchise, which lien may be enforced to reimburse Pierce County for
10 any reasonable expenses and payments incurred in terminating this Franchise and to
11 cure defaults by the Grantee.

12
13 Grantee agrees to and shall provide publicly available financial information to the
14 County upon reasonable request. Grantee agrees to and shall during regular business
15 hours and at its office located in Pierce County, Washington, allow agents of Pierce
16 County access for inspection and reproduction of all of Grantee's publicly available
17 business records and financial statements to determine the financial capability of the
18 Grantee to adequately install and maintain facilities in the right-of-way.

19
20 Furthermore, all Grantees shall, within 30 days after written demand thereof on
21 the anniversary of said grant, modification, amendment, renewal, or transfer of any
22 franchise, reimburse Pierce County for all direct and indirect costs and expenses
23 incurred by the County in the preceding 12 months in connection with any said
24 franchise. Any and all costs associated with providing service to County customers that
25 has been approved by Pierce County for invoicing shall be presented to the County on
26 the anniversary of the franchise.

27
28 X

29 In the event that the territory covered by this Franchise, or any portion thereof,
30 shall at any time during the Franchise period be included within the limits of any
31 incorporated city or town, the authorities of said city or town shall have the right, to be
32 exercised at their discretion, to acquire by purchase or condemnation, any part of such
33 pipes, conduits and sanitary sewer systems existing within the corporate limits of said
34 city or town, other than transmission lines, at a price to be based upon the reasonable
35 value of the same at the time, without any additional value for the Franchise or any
36 unexpired period thereof, and upon such acquirement, this grant and Franchise of those
37 public roads and limits of said incorporated city or town shall immediately terminate.

38
39 XI

40 Grantee acknowledges that Pierce County Charter Section 9.20 Franchises
41 provides in part: "All Franchises shall be subject to the right of the County, or the people
42 acting for themselves through referendum, to repeal for cause, amend, or modify the
43 Franchise in the interest of the public" and agrees to said condition.

44
45 XII

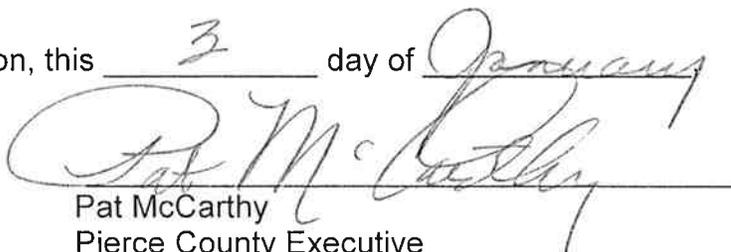
46 Any failure to render adequate service to the patrons of said sanitary sewer
47 system, or the discontinuance of such sanitary sewer services without fault on the part
48 of the patron or patrons involved, for a period of 30 days, shall work a forfeiture of this

1 Franchise, at the discretion of the Pierce County Council unless the failure should result
2 from causes beyond human control.

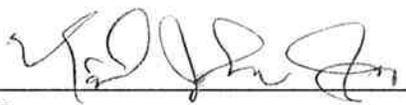
3
4 XIII
5 Venue and jurisdiction for any controversy arising from this Franchise shall be in
6 Pierce County, Washington.

7
8 XIV
9 The full acceptance of this Franchise and all its terms and conditions within 60
10 days from January 13, 2012 by the City of Bonney Lake, in writing, is to
11 be filed with the Clerk of the Pierce County Council and shall be a condition precedent
12 to its taking effect, and unless the Franchise is accepted within such time, this
13 Franchise shall be null and void.

14
15 Pursuant to RCW 36.55.080, a copy of this Franchise shall be recorded in the
16 Office of the Pierce County Auditor.

17
18 Dated at Tacoma, Washington, this 3 day of January
19 2012.
20
21 
22 Pat McCarthy
23 Pierce County Executive

24
25 City of Bonney Lake accepts and agrees to comply with all terms and conditions
26 of this Franchise.

27
28 
29 Name

30
31
32 Mayor
33 Title

34
35
36 City of Bonney Lake, WA
37 Company, Corporate Name, or Individual

38
39
40 January 17, 2012
41 Date

42

Pierce County

Office of the County Council

930 Tacoma Avenue South, Room 1046
Tacoma, Washington 98402-2176
(253) 798-7777
FAX (253) 798-7509
1-800-992-2456

STATE OF WASHINGTON)
)
COUNTY OF PIERCE)

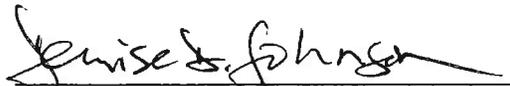
I, Denise D. Johnson, Clerk of the Pierce County Council, do hereby certify that the attached is a full, true, and correct copy of the following document:

ORDINANCE NO. 2011-89

The original of this document is currently located in the Office of the Pierce County Council, 930 Tacoma Avenue South, Room 1046, Tacoma, Washington 98402.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Pierce County, Washington, this 4th day of January, 2012.

PIERCE COUNTY COUNCIL
PIERCE COUNTY, WASHINGTON


Denise D. Johnson, CMC
Clerk of the Council





Pierce County

Office of the County Council

930 Tacoma Avenue South, Room 1046

Tacoma, Washington 98402-2176
(253) 798-7777
FAX (253) 798-7509
1-800-992-2456
www.piercecountywa.org/council

RECEIVED

FEB 08 2012

BY PUBLIC WORKS

February 6, 2012

Mr. John Woodcock
City of Bonney Lake
P. O. Box 7380
Bonney Lake, Washington 98391-0944

Dear Mr. Woodcock:

Enclosed is a copy of the recorded version of Ordinance No. 2011-89 for your records. The 12-digit number below the bar code is the recording number that was assigned by the Office of the Pierce County Auditor at the time of recording. If you have any questions, please contact me at (253) 798-7777.

Sincerely,


Denise D. Johnson, CMC
Clerk of the Council

Enclosure

c: Jerry West, Pierce County Public Works and Utilities

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

Department/Staff Contact: Executive / Brian Hartsell	Meeting/Workshop Date: 28 February 2012	Agenda Bill Number: AB12-28
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor:

Agenda Subject: Application for A Bikes Belong Grant to provide funds for a BMX Track.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Grant Application For A Bikes Belong Grant.

Administrative Recommendation: Approve the Motion

Background Summary: A Bikes Belong Grant would fund \$10,000 towards the construction of a BMX track. This project would be built as a direct result of feedback the City has received from youth throughout the city over several years. The track would be located on the Moriarty Property. Goals of the project include 1) increasing ridership in the City by providing a popular attraction in the City for regional cyclists--particularly BMX enthusiasts and other teens and 2) enhancing Allan Yorke Park's reputation as a destination of choice for Bonney Lake area youth. The City would hire an engineer/architect to design the track based on input from a Public Works staff member who is also a professional BMX rider who regularly constructs and deconstructs BMX tracks for racing events. The City would then construct the track, open it to the public, and feature it at annual events including Bonney Lake Days. Notification of a grant award would occur in May 2012. The design and permitting process would commence, followed by construction to be completed in October 2012. It should be noted that the track is constructed entirely of screened dirt and built above the current surface elevation. A dirt track can be maintained for years to come, or it can be removed in a short period of time and graded back to its original elevation in the event that plans for Moriarty require a change. Of course, the City will want to ensure that the track is in place long enough to realize the value of its investment and provide a reasonable period of time to determine whether the track has been successful and has long-term viability in the City.

Attachments: a) Draft Grant Application b) Attachment 1-Proposed Site Map c) Attachment 2-Budget Estimate and d) Attachment 3-Letter of Commitment

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: The attached budget estimates a total project cost of \$31,625 including a 10% contingency. \$10,000 would come from the grant. The balance would come from the Park CIP Fund, and assumes reimbursement to the General Fund for permit fees and for Public Works and Facilities wages/benefits for construction of the track.			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: 14 February 2012	<i>Approvals:</i> Chair/Councilmember Dep Mayor Swatman Councilmember Councilmember Hamilton Councilmember Councilmember McKibben	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 0 10px;">Yes</td> <td style="padding: 0 10px;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No								
Commission/Board Review:											

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled to Date:

APPROVALS

Director:

Mayor:

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

Bikes Belong Facility Grant Application: Administrative Information

Date of Application: [February 28, 2012](#)

Name of Project: [BMX Track at Allan Yorke Park](#)

Legal Name of Organization: [City of Bonney Lake, WA](#)

Address (street, city, state, zip): [19306 Bonney Lake Blvd, Bonney Lake, WA 98391](#)

Website: <http://www.ci.bonney-lake.wa.us/>

Contact Person: [Brian Hartsell](#) or [Gary Leaf](#)

Title: [Executive Assistant \(Brian\)](#) or [Special Projects & Facility Manager \(Gary\)](#)

Direct Phone [253-447-3280](#), [253-447-3282](#)

E-Mail Address: hartsellb@ci.bonney-lake.wa.us or leafg@ci.bonney-lake.wa.us

Type of Organization (501(c)3, 501(c)6, etc): [Municipality](#)

State and Year of Incorporation: [Washington, 1949](#)

Federal Employer Identification Number (EIN): [91-0753552](#)

Congressional Representative: [8th Congressional District \(Rep Dave Reichert\), 31st Legislative District](#)

Number of Full-Time Staff: [130](#)

Number of Part-Time Staff: [0](#)

Number of Volunteer Staff: [0](#)

Number of Members (if applicable): [N/A](#)

Amount Requested from Bikes Belong: [\\$10,000](#)

Funding Raised to Date: [\\$21,625](#)

Total Project Budget: [\\$31,625](#)

Total Organization Budget: [\\$315,000 budget in the 2012 Parks Capital Improvement Project Fund. \\$300,000 budget in the 2012 Parks Operations & Maintenance Budget in the General Fund. Total budget for Parks is \\$615,000.](#)

Bikes Belong Facility Grant Application: Narrative

Please provide the following information in narrative form, maintaining the headings for each section. Please limit the narrative to **seven pages or less**.

1. Organization Background

a) Mission and History: Summarize your organization's mission and history. Explain the original issue and/or opportunity the organization was founded to address and how that may have changed over time. Pay particular attention to why and how you are invested in *putting more people on bicycles more often*.

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." These three components of accountability, accessibility, and efficiency are at the foundation of the BMX Track Project at Allan Yorke Park. Without the Bikes Belong Grant, the project will lack critical funding and the BMX track will not be built or will be indefinitely delayed.

Accountability. This project is planned as a direct result of feedback the City has received from youth throughout the city over several years. Every year the mayor and City leaders attend school youth forums where the students are polled about amenities and facilities they would like to have in the City. A BMX course has consistently scored well. Similar feedback has been received at City open houses that have been conducted in recent years. City leadership is planning this project to be accountable and responsive to youth and their requests for this unique recreational opportunity.

Accessibility. The BMX track is planned for a prominent location at our City's primary park, Allan Yorke Park. The park is adjacent to Lake Tapps, and plays host to our annual Bonney Lake Days festival, our popular skate board park, the boat launch, beach and swim area, and baseball/soccer fields. Having the BMX track at this location would maximize accessibility and exposure of the track.

Efficiency. This project will maximize efficiencies through the involvement of our on-staff BMX expert. Eric Meyer, the 2004 national # 1A pro for ABA BMX, is an employee in the City's Public Works Department. Eric is involved in track construction outside of his City employment. With his experience and involvement in the design and construction of the project, the City will be able to create a desirable track at a value that would otherwise be unattainable without this unique resource.

b) Past Successes: Describe your organization's successes in recent projects and programs.

Examples of recent successful projects include:

Safe Routes to School Project. This project will link multiple neighborhoods with area schools with a 1 mile bike and walking trail, part of which corresponds with the planned Fennel Creek Trail. In connection with a Safe Routes to School grant and a Pedestrian Safety grant received by the City, Bonney Lake implemented a comprehensive Safe Routes to School Education Program.

The purpose of the education program was to engage and rally the citizens of Bonney Lake while promoting and encouraging walking and biking safely to school. This was accomplished in part by hold Willie Weir bicycling school assemblies. Willie Weir, a Seattle-area bicycling enthusiast and writer, presented encouraging and entertaining stories of how fun it can be to ride a bike instead of other modes of transportation to some 1,850 students at five areas schools. The City also held Bike rodeos. The first was held at Victor Falls Elementary School, where 40 young students participated along with their parents. The Pierce County Sheriff’s Office and East Pierce Fire & Rescue (EPFR) participated, along with the Bicycle Alliance, school staff, and volunteers. EPF&R fitted and sold high-quality bike safety helmets at cost. Students improved bike safety skills by maneuvering through a traffic simulation course set up by school staff and volunteers. A second bike rodeo took place at Liberty Ridge Elementary School where 115 students participated.

Conservation Futures Grant Project. This grant awarded the City funds to cover 50% of the appraised value for the acquisition of 97 acres in the Fennel Creek watershed. This land will provide a key link with land previously acquired for the Fennel Creek Trail. The grant package was ranked #2 out of 21 packages. Negotiations are underway with the landowner to finalize the acquisition.

Resource Conservation Management (RCM) Grant Program. The City of Bonney Lake took the lead in organizing a partnership consisting of 3 cities and a school district to obtain RCM services. As a result of the City’s leadership, the partnership obtained \$131,000 in grant funds to offset the cost for the RCM service contract. The RCM has identified behavioral and operational changes and projects that will save utility costs for the partners. Puget Sound Energy’s preliminary first year review of the project estimates about \$100,000 in energy savings—from gas, electricity, and other utilities.

2. Purpose of Grant

a) Project Description: Describe your project request, including environment (current bicycling conditions and/or infrastructure), need (why this project and why now), goals and objectives, activities, and timeline for completing the project.

Overview. The City respectfully requests \$10,000 in grant funds to assist the City in constructing its first ever BMX track to be located at Allan Yorke Park. The grant will be critical to ensuring that the project succeeds.

The BMX track is one more part of an overall plan and commitment by the City to become more bike-friendly. The City has prepared and is implementing a Fennel Creek Trail Master Plan, which is a part of the City's overall Non-motorized Transportation Plan. The creek runs through the entire core of the City and the goal is to construct a bike/walking path adjacent to the creek and ultimately connect to the Foothills Trail in the Orting Valley. Spurs from this trail will link to an existing 1,000 foot trail that connects neighborhoods with Allan Yorke Park—the site of the BMX track.

While much of the project will take many years to fully realize, land along Fennel Creek continues to be acquired by the City (or Right-of-Way obtained) for the trail, and the City will break ground in 2012 on the first mile of the trail as part of a Safe Routes to School grant. Further, bike lanes are being added to roadways in the City as part of ongoing infrastructure improvements. Having a BMX track in place will not only provide an important recreational outlet for area youth and young adults, but it will continue the momentum of the ongoing implementation of the City's Non-motorized Transportation Plan.

Project Goal #1. Increase ridership in the City by providing a popular attraction in the City for cyclists.

Objective #1. Measure usage of the track, particularly during the summer months, and include the track in City Events, such as Bonney Lake Days.

Project Goal #2. Enhance Allan Yorke Park's reputation as a destination of choice for Bonney Lake area youth.

Objective #2a. Utilize various tools, such as press release and social media, to continually advertise the track generally and for specific events.

Objective #2b. Involve area BMX enthusiasts in finalizing the track layout and plans to ensure appeal to the entire spectrum of riders—from beginners to experts.

Project Description. The project consists of building a BMX track on City-owned property at Allan York Park. The City will hire an architectural/engineering firm to design the track consistent with City risk management requirements. The design will involve the input of BMX professional and current City staff member, Eric Meyer. The City will invite area BMX enthusiasts to participate in a design meeting to ensure ideas and suggestions from area riders are included in the design and to promote a sense of ownership. The track plan will be designed to appeal to beginner and expert riders in the racing world as well as riders in the stunt world.

When design is completed and all necessary permits are obtained, the City will rent dirt screening equipment and screen dirt that exists currently on the site. The screened dirt will be used to build the track consistent with the design.

A ribbon cutting event hosted by the mayor will occur upon project completion. The festivities will be well publicized and include BMX demonstrations on the new track by Eric Meyer and other invited guests. The track will then be officially open to riders. The future site of the track is currently secured after hours by a fence that is maintained and locked by City staff.

Timeline. Assuming notification of a Bikes Belong Award of \$10,000 by May 31, 2012, the City would commence immediately the design process and with obtaining the proper permits for the project. The permitting process will take 3-4 months and construction will take a month. Estimated completion would be October 2012. However, if the permitting process occurs faster than expected, efforts will be made to complete it sooner so as to maximize the availability of summer and fall weather for track users.

b) Population: Provide the total population of your market area as well as the percentage of the area's population that lives within 2 miles of the proposed project.

About 80% of the City's population of 17,374 are within 2 miles of the project site. This would be the fourth track of its kind in the region. Populated areas within unincorporated Pierce County fall within this 2-mile radius as well.

c) Miles Built/Connected: State the miles of path or trail you will be building and the miles of path-trail facilities connected by your project, if applicable.

While this project is specific to the construction of a BMX track at Allan Yorke Park, an existing 1,000 foot bike and walking trail connects several neighborhoods to the Park. Additionally, the City recently completed a curb, sidewalk, and gutter projects that links this part of Allen York Park with the rest of the park—increasing pedestrian access, safety, and parking with the entire park.

d) Ridership: Provide the following data:

- Provide an estimate of how many riders are using the current facility, if applicable

N/A

- **Estimate the projected number of new cyclists as a result** of your project

Enter attendance numbers from other area tracks. Currently cyclists try and invade the nearby popular skate park, which is also at Allan Yorke Park. The track will give these cyclists the opportunity to have their own location. Objective #1 of the project, as stated above, will be to track ridership at the new BMX track. The American Bicycle Association (ABA) reports 129 ABA members that reside in the two Bonney Lake area postal zip codes. This, of course, does not include the many interested youth that are not currently ABA members. BMX riders currently have to utilize one of four tracks in the entire region.

3. Evaluation

a) Measurable Outcomes: Describe what will change as a result of this project. With the BMX Track at Allen Yorke Park, the City will have another outlet for area youth and young adults who are constantly requesting productive and healthy ways to stay out of trouble. The Mayor and City Council are committed to providing increased opportunities such as this for area youth. The success and popularity of the track will be validated through the measures described in this Section and in Section 2. Another important change is the tangible progress that the BMX Track will provide in the City's overall effort to become more bicycle-friendly.

b) Measurement: Describe your plans for measuring the success of your project. What will you measure (i.e. ridership, economic impact) and how?

The City will obtain general feedback at the regularly occurring school forums and open houses. Specific goals and objectives will be measured to determine success of the BMX track. These were stated in Section 2 and include:

Project Goal #1. Increase ridership in the City by providing a popular attraction in the City for cyclists.

Objective #1. Measure usage of the track, particularly during the summer months, and include the track in City Events, such as Bonney Lake Days.

Project Goal #2. Enhance Allan Yorke Park's reputation as a destination of choice for Bonney Lake area youth.

Objective #2a. Utilize various tools, such as press release and social media, to continually advertise the track generally and for specific events.

Objective #2b. Involve area BMX enthusiasts in finalizing the track layout and plans to ensure appeal to the entire spectrum of riders—from beginners to experts.

4. Project Budget

a) Total Budget: Describe or attach the total project budget and include how Bikes Belong funding will be used.

b) Additional Funding: Identify other sources of funding (indicate pending or committed). Will the Bikes Belong funding leverage federal, state, or private funds? Will it serve as a matching grant?

The below budget summarizes all costs associated with the project. The budget is also at **Attachment 2**. The City has committed \$21,625 to the project. A City Council motion was passed unanimously on February 28, 2012, and authorizes the mayor to commit the funds to the project if the City is awarded the Bikes Belong Grant. This commitment letter is at **Attachment 3**.

BMX Track Budget Estimate

Item	Unit Price	Quantity	Unit of Measure	Extended Price
Architecture & Engineering	\$ 10,000.00	1	ea	\$ 10,000.00
Tree Removal Permit	\$ 250.00	1	ea	\$ 250.00
Grading/Filling Permit	\$ 2,500.00	1	ea	\$ 2,500.00
SEPA	\$ 700.00	1	ea	\$ 700.00
Shoreline Substantial Development Permit (Track is within 200ft of Lake Tapps)	\$ 1,300.00	1	ea	\$ 1,300.00
Dirt Screen Transport	\$ 500.00	2	ea	\$ 1,000.00
Screen Rental	\$ 50.00	80	hr	\$ 4,000.00
City Hourly Wages plus Benefits	\$ 45.00	200	hr	\$ 9,000.00
Subtotal				\$ 28,750.00
Contingency @ 10% of Subtotal				\$ 2,875.00
GRAND TOTAL				\$ 31,625.00

5. Required Attachments

a) Support Letters from the local bicycle industry*

b) List of Board Members including their affiliations

The City of Bonney Lake does not have “board members.” However, information on the Mayor and City Council can be found at http://www.ci.bonney-lake.wa.us/section_government/.

c) IRS determination letter for non-profit organizations only

N/A

d) Map/Plan of the project and area, if applicable

Site Map/Plan is at **Attachment 1**

e) Media Articles if available

N/A

f) Organizational Budget for the current year

The 2012 budget for the Parks Capital Improvement Project Fund is \$315,000. There is a \$300,000 budget in the 2012 Parks Operations & Maintenance Budget in the General Fund. Total budget for Parks is \$615,000.

g) Financial Statement from the most recently completed fiscal year; audited financial statement or unaudited income and expense sheet with Form 990 of the same year is preferred. If you are a municipality, please provide a link to online financials.

The link to the 2011-1012 biennial budget, which includes information on the Parks Capital Improvement Project Fund and the General Fund, can be found at:

http://www.ci.bonney-lake.wa.us/UserFiles/File/Government_Downloads/Finance/CoBL%20Adopted%202011%20&2012%20Budget.pdf

*Support letters from the local bicycle industry (including bike shops, manufacturers of bicycles and accessories, local cycling or bicycle advocacy groups) are required and extremely important to your proposal. Additional, non-industry support letters that are

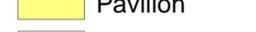
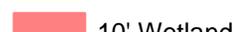
relevant and show support for your project within the community are welcome. Please address all letters to the Bikes Belong Grants committee. Form letters will not be considered.

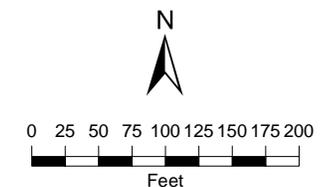
Important Instructions:

Please submit all grant information and attachments as **one .pdf file**. If the file is too large to send, you may submit the map/plan as a separate .pdf attachment. Please direct any questions or concerns to Zoe Kircos, Grants Manager, zoe@bikesbelong.org, 303-449-4893 x5.

Moriarty Property Park Design

Featuring
BMX Course

-  Moriarty Property
-  Amphitheater
-  BMX Course
-  Basketball Court
-  Drive Way
-  Pavilion
-  Picnic Shelter
-  Play Field Size TBD
-  Tennis Court
-  Picnic Shelter
-  Allan Yorke Park
-  Wetland
-  75' Wetland Buffer
-  150' Wetland Buffer
-  10' Wetland Setback
-  Tax Parcels



February 10, 2012



BMX Track Budget Estimate

Item	Unit Price	Quantity	Unit of Measure	Extended Price
Architecture & Engineering	\$ 10,000.00	1	ea	\$ 10,000.00
Tree Removal Permit	\$ 250.00	1	ea	\$ 250.00
Grading/Filling Permit	\$ 2,500.00	1	ea	\$ 2,500.00
SEPA	\$ 700.00	1	ea	\$ 700.00
Shoreline Substantial Development	\$ 1,300.00	1	ea	\$ 1,300.00
Dirt Screen Transport	\$ 500.00	2	ea	\$ 1,000.00
Screen Rental	\$ 50.00	80	hr	\$ 4,000.00
City Hourly Wages plus Benefits	\$ 45.00	200	hr	\$ 9,000.00
Subtotal				\$ 28,750.00
Contingency @ 10% of Subtotal				\$ 2,875.00
GRAND TOTAL				\$ 31,625.00

February 17, 2012

Bikes Belong Grant Committee
207 Canyon Blvd. Suite 202
Boulder, CO 80302

RE: 2012 Bikes Belong Facility Grant Program

The City of Bonney Lake, WA respectfully requests \$10,000 in funds from the Bikes Belong Facility Grant Program to support our BMX Track Project at Allan Yorke Park. As Mayor of the City of Bonney Lake, I would like to offer my full support and commitment to fund the balance of the project, which balance we estimate at \$21,625. This project has the full support of our City Council and other leadership at the City.

This project will help realize an important goal of mine—to create appealing and exciting recreational opportunities for our City’s youth. Youth are constantly telling me how they want more to do. When I survey these youth, a BMX track always scores high.

We are also excited about the prospects of constructing this unique attraction with the involvement of a highly qualified BMX racer and track builder who happens to be employed with the City. With expanding beach front on Lake Tapps, new picnic pavilions, refurbished tennis and basketball courts, and new sidewalks, Allan Yorke Park is undergoing significant transformation. A new BMX track will be highly visible and greatly add to the popularity of the City’s main park.

Thank you for your making the Bikes Belong Facility Grant Program available and for your consideration of our grant application. Please feel free to contact my Executive Assistant, Brian Hartsell, at 253-447-3280, with any questions.

Sincerely,

Neil Johnson Jr., Mayor

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

Department/Staff Contact: Executive / Brian Hartsell	Meeting/Workshop Date: 28 February 2012	Agenda Bill Number: AB12-17
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2184	Councilmember Sponsor: McKibbin

Agenda Subject: Property Exchange with Brookside Homeowners Association

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With The Brookside Homeowners Association For A Boundary Line Adjustment And Exchange Of Real Property.

Administrative Recommendation: Approve the Resolution

Background Summary: Ten out of 14 residents along the south side of 100th St E in the Brookside Subdivision approached the City about extending their backyard south into the norther portions of City-owned parcel #7001950390. This parcel was dedicated to CBL by the Brookside Development for use as recreational open space and/or rentention/detention system purposes. The City hired Stewart Title Company to conduct a Subdivision Guarantee Report and provided the report for the City Attorney for review. As a classic dedication, the developer relinquished all claim to the property and proclaimed the use to which the property must be put—in this case recreational open space and/or a retention/detention system—and essentially handed over the right to enforce the dedication to the public at large.

The City has determined that it is not time or cost effective to sell off small pieces of its property to ten individual homeowners. The City and HOA met on multiple occasions since 2009 to discuss options and agree that a property swap would be in the best interests of both parties. Through a Boundary Line Adjustment (BLA) followed by a property swap, the City would give the HOA a small roughly 0.9-acre strip in exchange for approximately 5.6 acres of open space and wetlands owned by the HOA and adjacent to the current city-owned land. The City Attorney has found no case law that suggests that adjusting the size of the parcel constitutes a "change of use." Since the BLA action only adjusts the size of the parcel, does not change use, and leads to an action that ultimately expands the City ownership of land in that immediate area that meets the requirements of the initial dedication, the City asserts that the property exchange is a valid course that also meets the needs and desires of the citizens of Brookside. The net 4.7 acres will also expand future open space opportunities for the City should the City pursue such action in that area.

Attachments: 1) BLA & Property Exchange Agreement 2) Exhibit A-Subdivision Plat Map 3) Exhibit B-Proposed Final State and 4) Exhibit C-Memo from Brookside HOA President 5) Resolution 2184.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: The cost to net the 4.7 acres via the property exchange will cost the City an estimated \$7,500. This dollar figure includes the initial BLA, survey work, title search and report, recording costs, as well as a one-time BLA fee waive for the Brookside HOA members. These costs will be expensed to the Park Improvement Fund (Fund 302).			

COMMITTEE, BOARD & COMMISSION REVIEW									
Council Committee Review:	Finance Committee Date: 14 February 2012	<i>Approvals:</i> Chair/Councilmember Dep Mayor Swatman Councilmember Councilmember Hamilton	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Yes</td> <td style="width: 50%;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No								
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<input checked="" type="checkbox"/>	<input type="checkbox"/>								

	Councilmember	Councilmember McKibbin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Forward to:				
Commission/Board Review:	Consent	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Hearing Examiner Review:	Agenda:			

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

APPROVALS			
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable):	Kathleen Haggard, Jan 4, 2012

RESOLUTION NO. 2184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH BROOKSIDE HOMEOWNERS ASSOCIATION FOR A BOUNDARY LINE ADJUSTMENT AND EXCHANGE OF REAL PROPERTY.

WHEREAS, the Brookside Homeowners Association owns land in the Brookside Subdivision that is reserved for open space and recreation, and which land is adjacent to land owned by the City; and

WHEREAS, the Brookside Homeowners Association desires to enter into an agreement with the City for the exchange of real property for the potential benefit of its members; and

WHEREAS, the exchange of real property would result in the City obtaining an additional 4.7 acres of open space and wetlands adjacent to existing City property designated as open space; and

WHEREAS, the additional acreage would provide the public additional opportunity for recreation in this part of the City;

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake City Council does hereby authorize the Mayor to sign the attached Boundary Line Adjustment and Property Exchange Agreement with Brookside Homeowners Association.

PASSED by the City Council this 28th day of February 2012.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

**AGREEMENT FOR BOUNDARY LINE ADJUSTMENT
AND EXCHANGE OF REAL PROPERTY**

This AGREEMENT FOR BOUNDARY LINE ADJUSTMENT AND EXCHANGE OF REAL PROPERTY (“Agreement”) is made between the City of Bonney Lake, Washington (“City”) and the Brookside Homeowners Association (“HOA”).

RECITALS

1. HOA is the owner of one parcel of real estate located in the Brookside Subdivision, Bonney Lake, Washington, Pierce County Parcel Number 7001761220 (the “HOA Property”), a subdivision plat map of which is attached hereto as Exhibit A. Pursuant to the Brookside Subdivision, recorded under Pierce County Recording No. 200511235007, this parcel is reserved as open space.
2. During the platting of the Brookside Subdivision, Parcel Number 7001950390 (the “City Property”) was dedicated to the City in fee simple for open space.
3. The HOA Parcel and the City Property are adjacent.
4. The HOA desires to complete a Boundary Line Adjustment of the HOA Parcel, thereby enlarging this parcel. The HOA desires thereafter to dedicate the Enlarged HOA Parcel to the City for use as open space and recreation, as generally shown on the attached Exhibit B (“Final City Parcel”).
5. In exchange, the City desires to convey to the HOA that portion of the City Property that remains after the Boundary Line Adjustment, as shown on Exhibit B (“Final HOA Strip Parcel”).

AGREEMENT

NOW, THEREFORE, the City and the HOA hereby agree as follows:

1. Boundary Line Adjustment. Within thirty (30) days of execution of this Agreement, the HOA shall apply to the City for a Boundary Line Adjustment under BLMC 17.56.010 to move the boundary line of its open space parcel north, as approximately shown on Exhibit B. The BLA application shall include a survey, as required under the BLMC. The City shall process the BLA application in conformance with the Code, and shall record the BLA with the Pierce County Auditor after its approval.
2. Conveyance of the Enlarged HOA Parcel. Within thirty (30) days of approval of the BLA, the HOA shall convey to the City, and the City shall acquire from the HOA, all of the HOA’s interest in the Enlarged HOA Property, which shall include the land,

together with any easements, appurtenances, rights, privileges, and reversionary rights; all timber and plants; all right, title and interest of the HOA in and to all alleys, strips, or gores of land lying adjacent to the Property; and all utilities serving the Property.

3. Conveyance of City Property. In exchange for the conveyance of the Enlarged HOA Parcel, the City shall convey to the HOA, and the HOA shall acquire from the City, all of the City's interest in the Remainder City Property, which shall include the land, together with any easements, appurtenances, rights; all timber and plants; all right, title and interest of the HOA in and to all alleys, strips, or gores of land lying adjacent to the Property; and all utilities serving the Property.
4. Purchase Price. As compensation for the conveyance of the Enlarged HOA Parcel, the City shall waive up to fourteen hundred dollars (\$1400.00) in fees payable to the City for boundary line adjustments sought by individual home-owners to extend their lots into new HOA Parcel after it is conveyed by the City.
5. Closing. The Closing shall be held at the offices of Pacific Northwest Title, 2921 5th Ave NE #250, Puyallup, WA 98372. The Closing shall occur within thirty days of the approval of the BLA, on a date chosen by the City in consultation with the HOA. The Closing shall not occur before all deeds and other documents necessary for conveyance of the HOA property are delivered by the City and to the Escrow Agent.
6. Documents to be Delivered. As a condition precedent to the exchange of the properties, the Parties shall deliver at Closing any of the following documents in their possession relevant to this exchange (all of which shall be duly executed and acknowledged where required):
 - (i) Deeds. Two quit claim deeds ("Deeds") transferring the Properties.
 - (ii) Excise Tax Affidavit. Excise tax affidavits for filing with the County Auditor at the time of recording the Deeds (WA State Dept of Rev Form 84-0001ae).
 - (iii) Title Documents. Such other documents as shall be reasonably required by the Title Company as a condition to its insuring good and marketable fee simple title.
 - (iv) FIRPTA Affidavit. The affidavit of non-foreign status, as required by federal tax law.
 - (v) Surveys. Any property line surveys, site plans, or studies relating to the Properties.
7. Payment of Costs. The HOA and the City shall pay their own costs incurred with respect to the Property exchange, including attorneys' fees. The Parties shall share

equally the cost of recording the Deeds and any other recordable instruments related to the transaction, as well as the escrow fee, if any.

The City shall pay:

- (i) The full cost of the survey work associated with the Boundary Line Adjustment necessary to create the Enlarged HOA Parcel.
 - (ii) The full cost of the Title Policy and Escrow/Title Search Fee, if any, associated with the HOA Property.
 - (iii) Recording costs.
8. Real Property Taxes. The HOA shall pay at the Closing all taxes due or to become due with respect to its property for the period up to the Closing Date.
9. Condition of Title.
The City shall have the option to obtain a Title Report or insurance with respect to the HOA Property, at its sole expense. The HOA shall cooperate with all requests for information necessary to conduct the Title review.
10. Ratification by City Council. The City's obligation to close this transaction is contingent upon ratification of the Agreement, and its terms, by the City Council of the City of Bonney Lake. If the City Council does not ratify the Agreement, the City shall have the right to terminate its obligations under this Agreement by sending written notice to the HOA.
11. Maintenance after conveyance; access. After conveyance of the Properties, the HOA shall be responsible for maintenance of those portions of its property except to the extent that any property exchanged is incorporated into the lots of individual homeowners through subsequent boundary line adjustments. If reasonably necessary to perform maintenance on this property, representatives of the HOA may cross over property belonging to the City. This right of access shall run with the land until such time as any of the property exchanged herein is incorporated into the lot of any of the remaining homeowners through subsequent boundary line adjustment.
12. Casualty. If any fire, windstorm or casualty materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, any party may elect, by written notice to the other, to terminate its rights and obligations under this Agreement. If the party makes such election, neither the City nor HOA shall have any further liability with respect to the Property under this Agreement; *provided*, that obligations relating to indemnification and attorneys' fees shall survive the termination of this Agreement.
13. Representations and Warranties. The HOA and the City each make the following representations and warranties, and each recognizes that if the either discovers any of the following to be untrue, the affected party may terminate this Agreement.

- (a) Parties in Possession. To the best of the HOA's and the City's knowledge, there are no parties, other than the parties to this Agreement, which have a right to possession of all or any portion of the properties, and there are no leases, licenses, easements, options, or other encumbrances that would adversely affect either Party's desired use of the Property.
- (b) Access. The Properties have full and free access from adjoining public highways, streets or roads, and to the best of the parties' knowledge, there is no governmental proceeding which would impair or curtail such access.
- (c) Compliance with Law. The HOA and the City are not aware of any notification from any governmental authority requiring any work to be done on the Property or advising of any condition (including, without limitation, hazardous substances or wastes) which would render either Property unusable or affect the usability of either Property or any part thereof for the purposes of the City or HOA.
- (d) Mechanics' Liens. No labor, material or services have been furnished in, on or about either Property or any part thereof as a result of which any mechanics', laborers' or materialmen's liens or claims might arise.
- (e) Litigation. There is no litigation, pending or threatened, which would constitute a lien, claim, or obligation of any kind on either Property, affect the use, ownership or operation of either Property, or otherwise adversely affect either Property. For purposes of this clause, litigation includes lawsuits, actions, administrative proceedings, governmental investigations and all other proceedings before any tribunal having jurisdiction over either Property.
- (f) Hazardous Substances. Neither Property is not in violation of any law, ordinance, rule or regulation relating to the environmental conditions thereon. To the best of the HOA's and the City's knowledge, there is no hazardous waste or other substance, including but not limited to, those that would be a hazardous waste, material or substance, toxic substance or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et. seq.; Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq., the Clean Water Act, 42 U.S.C. Section 1251 et. seq., the Washington Environmental Policy Act, RCW Ch. 43.21, the Washington Water Pollution Control Act, RCW Section 90.48.010 et. seq., the Washington Hazardous Waste Management Act, RCW Ch. 70.105, the Washington Model Toxics Control Act, RCW Ch. 70.105D, and the regulations promulgated thereunder or under any applicable local or state environmental ordinance, statute, law, rule or regulation, on or in the vicinity of the Property or on any parcels of land which abut the Property. Further, to the best of the HOA's and the City's

knowledge, there has been no release, spill, leak, discharge, emission, leak or disposal, and there are no substances or conditions, in or on the Property or any other parcels of land which may affect the Property or use thereof, which may support a claim or cause of action under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirements, and there are no PCBs or underground storage tanks located on the Property.

13. Covenants of Parties.

- (a) From the date of this Agreement to the Closing Date, the Parties will not allow any lien to attach to either Property or any part thereof, nor will the Parties grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting either Property or any part thereof without the other party's written consent.
- (b) The Parties shall not enter into any leases, trust deeds, mortgages, restrictions, encumbrances, liens, licenses or other instruments or agreements affecting either Property without the prior written consent of the other Party.
- (c) The Parties will perform all of their monetary and non-monetary obligations under all indebtedness (whether for borrowed money or otherwise) and the liens securing same pertaining to either Property or any portion thereof, if any.
- (d) The Parties shall maintain in force all policies of fire and other casualty and liability insurance maintained as of the date of this Agreement with respect to the Properties until the Closing Date.

14. Default. If the Closing does not occur by reason of any default under this Agreement by either party, the other Party may treat this Agreement as terminated.

14. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications shall be in writing and delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service, it shall be deemed given twenty-four (24) hours after the deposit with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given, as follows:

To the HOA: Brookside Homeowners Association
Attn: Juanita Carbaugh
HOA Community Solutions
5500 Olympic Drive, Suite H-105, PMB 245
Gig Harbor, WA 98335

To the City: Don Morrison, City Administrator
City of Bonney Lake
19306 Bonney Lake Blvd.
Bonney Lake, Washington 98391

Either party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party.

16. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the parties contained in this Agreement, or in any instrument or other writing provided for herein, shall survive Closing.
17. Miscellaneous.
 - (a) Applicable Law. This Agreement shall, in all respects, be governed by the laws of the State of Washington.
 - (b) Modification or Amendment. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.
 - (c) Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.
 - (d) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.
 - (e) Attorneys' Fees. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.
 - (f) Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.
 - (g) Exhibits. All exhibits attached hereto are incorporated by reference.

- (h) Counterparts. This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.
- (i) Agreement Date. For purposes of calculation of all time periods described in this Agreement, all phrases such as “the date of this Agreement” or “the date of execution of this Agreement” or any other like phrase referring to the date of the Agreement, shall mean and refer to the date of the last signature on this Agreement.

Signatures on following pages

BROOKSIDE HOMEOWNERS ASSOCIATION

By: John Tibbetts
John Tibbetts, President

By: _____

Date: 1-12-12

Date: 1

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)



On this 12 day of Jan, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Tibbetts, to me known to be the person who signed as President of Brookside Homeowners Association, the Washington corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of said corporation.

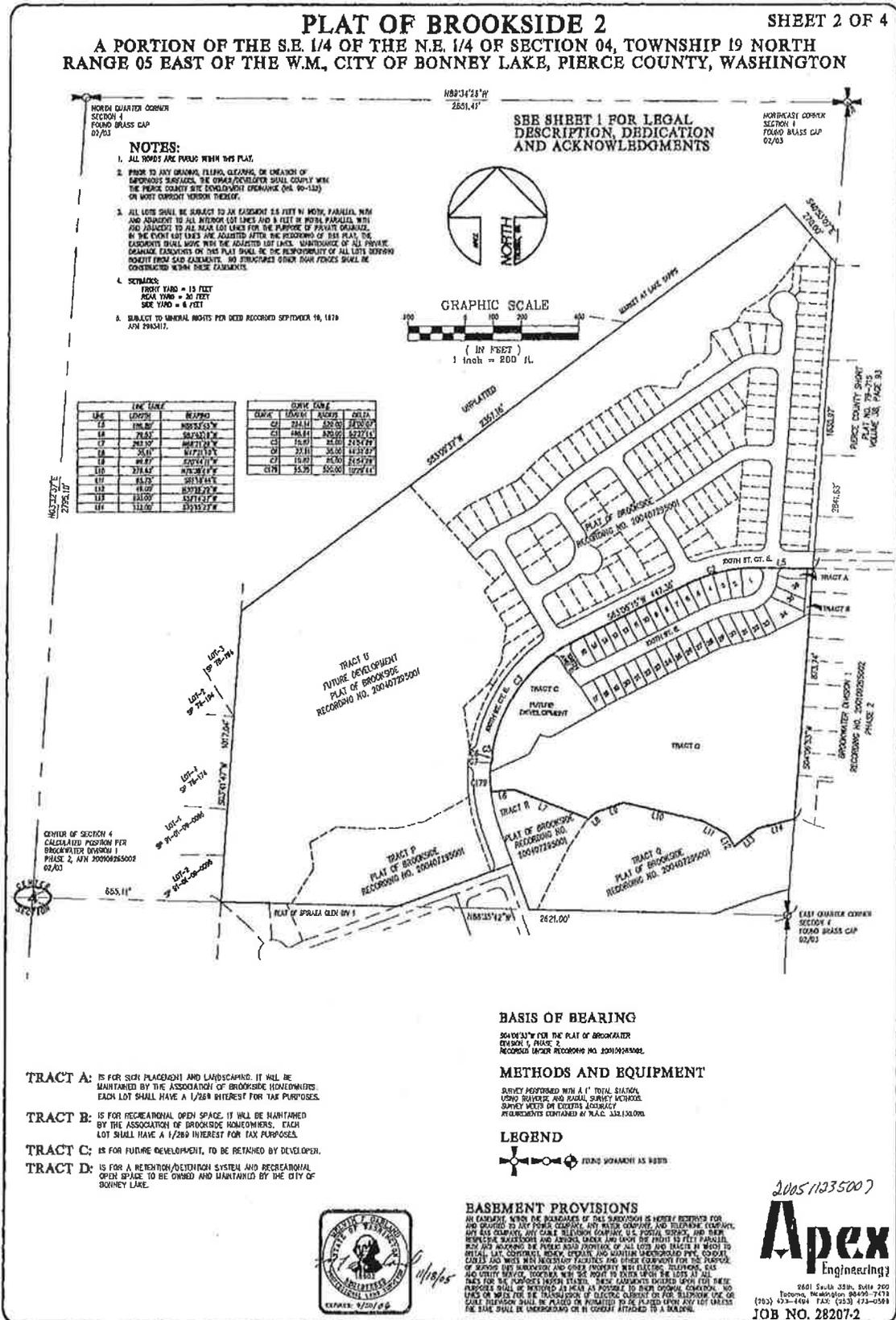
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Tina D Kelly
(Signature of Notary)

Tina D Kelly
(Print or stamp name of Notary)

NOTARY PUBLIC for the State of
Washington, residing at: Pierce
My appointment expires: 12-31-2012

Exhibit "A"



TRACT A: IS FOR SIGN PLACEMENT AND LANDSCAPING. IT WILL BE MAINTAINED BY THE ASSOCIATION OF BROOKSIDE HOMEOWNERS. EACH LOT SHALL HAVE A 1/2689 INTEREST FOR TAX PURPOSES.

TRACT B: IS FOR RECREATIONAL OPEN SPACE. IT WILL BE MAINTAINED BY THE ASSOCIATION OF BROOKSIDE HOMEOWNERS. EACH LOT SHALL HAVE A 1/2869 INTEREST FOR TAX PURPOSES.

TRACT C: IS FOR FUTURE DEVELOPMENT, TO BE RETAINED BY DEVELOPER.

TRACT D: IS FOR A RETENTION/DETENTION SYSTEM AND RECREATIONAL OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE CITY OF BONNEY LAKE.

BASIS OF BEARING
SOUTH 57°14' FOR THE PLAT OF BROOKSIDE SECTION 4, PHASE 2.
RECORDED UNDER RECORDING NO. 20010494908.

METHODS AND EQUIPMENT
SURVEY PERFORMED WITH A 1" TOTAL STATION, LONG RANGE, AND BUBBOL SURVEY INSTRUMENT. SURVEY MEETS DE EXCELLENCE ACCURACY REQUIREMENTS CONTAINED IN P.L.C. 332.150.000.

LEGEND
EASEMENT AS SHOWN

BASEMENT PROVISIONS
AN EASEMENT WITH THE BOUNDARIES OF THIS SUBDIVISION IS HEREBY RESERVED FOR THE PURPOSE OF INSTALLING AND MAINTAINING TELEPHONE, CABLE TELEVISION, AND OTHER UTILITIES. THE EASEMENT SHALL BE PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT LINES AND 8 FEET IN WIDTH PARALLEL WITH AND ADJACENT TO ALL REAR LOT LINES. THE EASEMENT SHALL BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ORDINANCES OF THE CITY OF BONNEY LAKE AND THE STATE OF WASHINGTON. THE EASEMENT SHALL BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ORDINANCES OF THE CITY OF BONNEY LAKE AND THE STATE OF WASHINGTON. THE EASEMENT SHALL BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ORDINANCES OF THE CITY OF BONNEY LAKE AND THE STATE OF WASHINGTON.

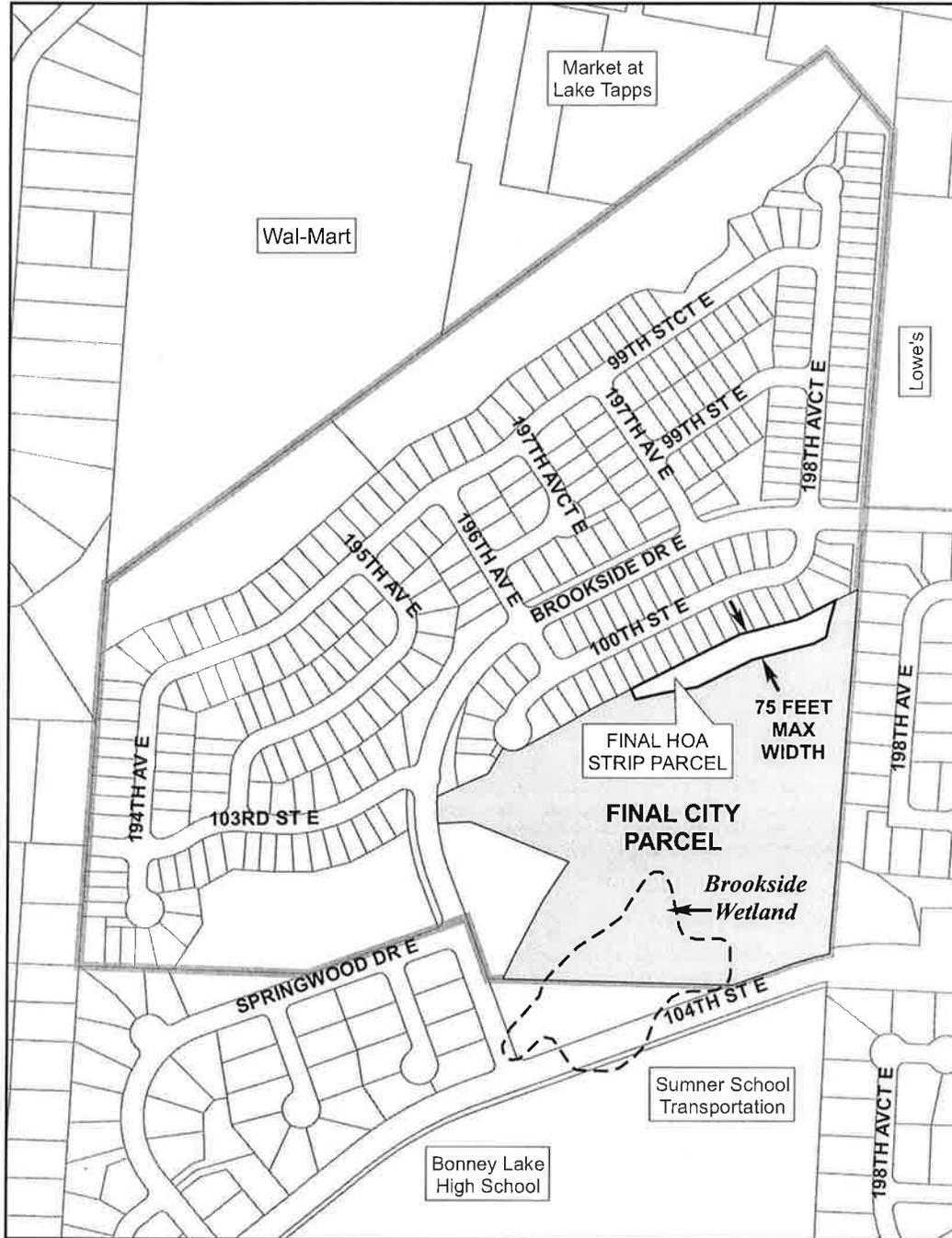
2005/11235007

Apex

Engineering

2001 South 33rd, Suite 200
Tacoma, Washington 98400-2473
(206) 423-4994 FAX (206) 423-0584
JOB NO. 28207-2

**Property Swap between the City of Bonney Lake
and the Brookside Homeowners Association**



- Final Homeowner Association Parcel
- Final City Parcel
- Tax Parcels
- Brookside Wetland
- Brookside Subdivision

EXHIBIT B - PROPOSED FINAL STATE
After Dedication of the HOA Parcel to the City,
and After Conveyance of the City Parcel to the HOA



January 3, 2012

Exhibit "C"

To: Bonney Lake City Council

From: John Tibbetts, President of Brookside Community Homeowner's Association

Date: January 23, 2012

Re: Community support for the proposed land exchange

As you may know, homeowners living on the south side of 100th ST E in the Brookside Community have inquired about the possibility of purchasing property to extend their backyards. In 2010-2011, the Homeowner's Association Board began moving forward with a proposal to acquire land from the City and to subsequently sell the acquired property to interested homeowners. Throughout this very long process, the fiduciary responsibilities of the board were balanced with the requests from the interested homeowners. In consultation with our counsel, the Board was made aware of the liability exposure posed by continued ownership of certain lands south of the Brookside community. As a result, the Brookside community was informed through a series of town hall meetings, flyers, and email announcements that plans to exchange property with the City of Bonney Lake had been formulated.

Per the HOA bylaws, a decision by the board to acquire or dispose of community property required signed approvals from two-thirds of the community. At the time the ballots were handed out, Brookside consisted of 239 eligible homeowners¹. Over the course of the 30 days given for votes to be collected, the two-thirds votes needed for passage were collected as 163 votes were cast in favor of the land exchange. Of the owners who responded to the flyer or contacted individually, nine voted against the land exchange. Some did not give an explanation, and the others voted against the proposal and instead recommended building a fence around the land south of the community.

The idea of exchanging property with the city started out as an inquiry by a small number of homeowners, but became a priority to the entire community once the liability issues were discovered. The wetland/standing water poses a threat to the children that play in the area and to the young adults who use the area as a cut-through to and from BLHS. The HOA has been advised by counsel that since we are on notice of the potential liability, the association must make some steps to address and alleviate the threat.

The community understood that the land exchanged benefitted all parties: the community wins by divesting itself of the liability exposure and by increasing revenues via the sale of the acquired property; the city wins by gaining property that hopefully will someday be used by the parks and recreation department; and finally, the residents on 100th ST E get to expand their existing yards.

John Tibbetts

President, Brookside Community Homeowner's Association

¹ The Brookside Community contains 269 total household; eligibility to vote consisted of a number of factors, to include being current on HOA dues and having no outstanding liens or being in foreclosure status.

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 28 February 2012	Agenda Bill Number: AB12-26
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2188	Councilmember Sponsor: Randy McKibbin

Agenda Subject: Authorize Professional Service Agreement to Kennedy/Jenks Consultants for Design of Leaky Mains (PWTF 2): Phase 2D – Ponderosa Estates.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Professional Service Agreement To Kennedy/Jenks Consultants For Design Of Leaky Mains (Pwtf 2): Phase 2d – Ponderosa Estates.

Administrative Recommendation:

Background Summary: The Public Works Department has been systematically replacing water mains that have consistently recorded leaks within the system. In recent years the Public Works Department has focused on water mains within city limits, this effort will be outside city limits in Ponderosa Estates. The Public Works Operations and Maintenance Lead has identified 26 leaks and repairs over the past two years in Ponderosa Estates and has therefore been selected as the system to be replaced with the funds secured from the Public Works Trust Fund Loan for Leaky Watermains.

Attachments: Resolution 2188, PSA Design Agreement; Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$485,000	\$224,317	\$219,657	\$4,660
Budget Explanation: 401.000.034.594.34.63.04 - Leaky Mains (PWTF) Phase 2D			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development	Approvals:	Yes No
	Date: 21 February 2012	Chair/Councilmember Randy McKibbin	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember James Rackley	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Katrina Minton-Davis	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

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

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

RESOLUTION NO. 2188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH KENNEDY / JENKS CONSULTANTS FOR DESIGN OF LEAKY MAINS (PWTF 2): PHASE 2D - PONDEROSA ESTATES.

Whereas, the City has approved a Water Conservation Plan in the Water Comprehensive Water System Plan and;

Whereas, the City has approved a budget for 2012 that includes the Leaky Water Main Replacement Phase 2D; and

Whereas, the City has identified the need to replace the failing water mains in the City's water system; and

Whereas, the PWTF Loan for the Leaky Watermains has sufficient available funding to meet this need; and

Now therefore, be it resolved; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with Kennedy / Jenks in the amount of \$219,657.

PASSED by the City Council this 28th day of February 2012.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2012, by and between the City of Bonney Lake (“ City”) and _____ (“ Consultant”).

The parties hereby agree as follows:

- 1. Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- 2. Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
- 3. Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

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: *Ron Bard*
Ronald Bard, P.E.. Principal

Attachments:

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

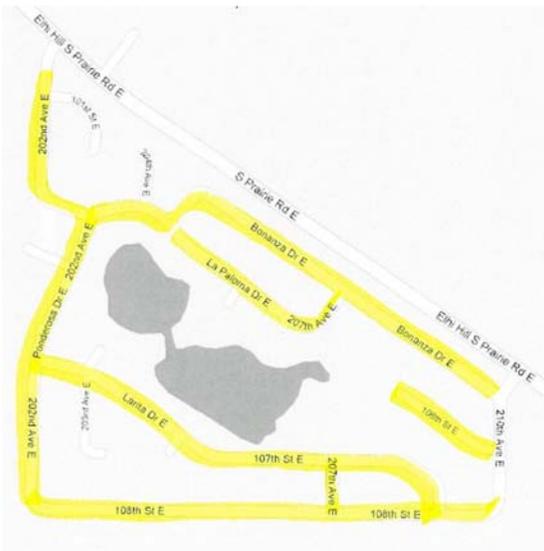
EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City:

Exhibit A – Scope of Work

Kennedy/Jenks will provide a design for new water distribution pipelines, appurtenances, and trench restoration in a portion of the Ponderosa Estates area. Ponderosa Estates is located in unincorporated Pierce County within the City of Bonney Lake water service area just south of S. Prairie Road East.

The project area includes is indicated on the map below. Water mains are replaced along highlighted streets. The table shows approximate distances of water main to be replaced.



Street Names	Pipe Lengths
108th Street E	2,400
202nd Ave E	2,350
La Rita Drive	1,075
107th Street E	1,000
209th Ave E	275
106th Street E Cul-de-sac	650
Bonanza Drive	1,900
La Paloma Drive	1,550
204th Ave E Cul-de-sac	300
207th Ave E	275

Task 1 – Project Management

Manage the project, monitor the schedule and budget, and communicate status of the project with the City. Coordinate the work and manage subconsultants. Provide monthly reporting on budget, schedule and scope progress.

Subtask 1.1 – Project Work Plan

- Prepare a consultant team Project Memo.
- Prepare a project schedule.

Subtask 1.2 – Quality Control Reviews

- Prepare a project Quality Assurance Plan.
- Conduct a Concepts and Criteria Review with independent senior staff early in the project.
- Provide senior level Quality Control reviews of project work deliverables.

Subtask 1.3 – Management and Invoicing

- Provide project oversight of work execution. Communicate with the City staff and subconsultants regularly in support of development of the work, current issues, and informational or support needs. Track and verify project labor

- Provide monthly invoices.

Client Responsibilities:

- Provide points of contact to Kennedy/Jenks project manager
- Provide desired chain of communication for project interaction.

Deliverables:

- Project design schedule
- Monthly invoices

Task 2 – Survey and Mapping

Utilizing existing record drawings and new ground survey, provide topographic survey and base map of the project area. The location of the proposed water main will be determined from existing record drawings prior to conducting the field survey. Survey shall include the following:

- Paved surface – back of wedge curb to back of wedge curb.
- Four foot Gravel shoulder - on one side of the roadway plus one shot beyond to show topography just beyond the shoulder.

The following will be added to the base map from existing mapping and record drawings provided by Parametrix, Inc. The final base map will be field checked and updated with any changes:

- Water meter/hydrants/blow-offs will be shown regardless of which side of the road they're on.
- Private utility improvements including utility poles, pedestals, and J-boxes within the ROW will be shown regardless of which side of the road they're on.
- Storm drainage features with invert information.

Existing right-of-way will be shown based on surveyed monument locations and existing record drawing.

Subtask 2.1 – Survey

- Provide survey control.
- Survey the project area using ground survey. Determine the horizontal and vertical location of all topographic features within the mapping area as defined above.

Subtask 2.2 – Basemaps

- Research existing utility records. One-call service and written requests to franchise providers will be utilized to obtain copies of their records.
- Provide a utility locate service to help determine location of existing utilities. Four (4) days have been budgeted for this task for miscellaneous utility locates. Marked utilities will be surveyed and added to the basemap.

- Prepare 1"=20' topographic basemap and digital terrain model (DTM) in AutoCAD Civil 3D 2011 format of the project within the limits described above. The basemap will include road surfaces, signs, trees, curbs, sidewalks, utility poles, signal poles and other surface features within the mapping area. KPG survey drafting standards will be utilized to prepare the basemap. One-foot contours will be generated from the DTM.

Subtask 2.3 – Supplemental Survey

Provide additional survey during design. One day of field and one day of office time have been allocated for this task.

Client Responsibilities:

- Review adequacy of survey control before survey occurs.
- Obtain the rights to use the existing record drawings, if necessary.

Deliverables:

- None. Survey and mapping information will be included in drawings prepared as part of Task 3.

Task 3 – Design

The consultant will design new water mains and appurtenances for the project area. Plans, specifications, and opinions of probable construction cost will be prepared.

Subtask 3.1 – Design to the 30% Level of Completion

- The Consultant will prepare preliminary design plans up to approximately the 30% level of design completion. This level of design will identify the horizontal alignment of the pipelines so that informal approval can be obtained from Pierce County and so that roadway restoration requirements can be determined. Review plan sets will not be prepared, but review meetings with the City and County will be conducted.
- The Consultant will prepare an opinion of probable construction cost.

Subtask 3.2 – Design to the 60% Level of Completion

- The Consultant will prepare preliminary design plans up to approximately the 60% level of design completion. This level of design will identify horizontal and vertical alignment of the pipelines. Location of valves, hydrants, blow-offs, and air-vacuum release valves will be determined.
- The Consultant will prepare key preliminary technical specifications. All specifications will not be included.
- A review set of documents will be prepared.

Subtask 3.3 – Design to the 90% Level of Completion

- The Consultant will prepare preliminary design plans up to approximately the 90% level of design completion. Comments from the 60% review plan set will be incorporated.
- The Consultant will prepare specifications and contract documents.
- The Consultant will prepare an opinion of probable construction cost.
- A review set of the plans, specifications, and opinion of probable construction cost will be prepared for review by the City and County.

Subtask 3.4 – Prepare Final Plans

- The Consultant will incorporate comments from the 90% review.
- A final set of contract documents will be prepared. The opinion of probable construction cost will be updated based on comments received.

Client Responsibilities:

- Provide expected pressure within the new distribution piping.
- Assist in obtaining review comments from Pierce County.
- Provide timely review at the 30%, 60%, and 90% levels of completion.
- Provide electronic versions of contract document forms and prevailing wage rates.
- Check the final plans for accurate inclusion of City comments and approve the contract documents.

Deliverables:

- 30% opinion of probable construction cost.
 - 1 copy opinion of probable construction cost, 8 ½-inch by 11-inch.
- 60% plan, and key specification, review set.
 - 5 copies of plans, 11-inch by 17-inch.
 - 3 copies of key specification, 8 ½-inch by 11-inch.
- 90% review set of plans, specification, and opinion of probable construction cost.
 - 5 copies of plans, 11-inch by 17-inch.
 - 5 copies of specifications, 8 ½-inch by 11-inch.
 - 1 copy of opinion of probable construction cost, 8 ½-inch by 11-inch.
- Final set of plans, specification, and opinion of probable construction cost.
 - 1 copy of sealed plans, 22-inch by 34-inch.
 - 1 copy of sealed specifications, 8 ½-inch by 11-inch.
 - 1 copy of opinion of probable construction cost, 8 ½-inch by 11-inch.
 - Note; electronic copies of the plan will be delivered after the record drawings are completed.

Task 4 – Permit Support and Coordination

Provide support to the City for obtaining project permits and agency approvals.

Subtask 4.1 – Pierce County Permits

- Provide coordination of the project with Pierce County.

Subtask 4.2 – Department of Health Coordination

- Coordinate with the Washington State Department of Health (DOH).
- Submit plans to DOH for approval, if required. The 90% level of completion plans will be used.

Client Responsibilities:

- Fill out the SEPA checklist.
- Provide public notice, submit SEPA, and obtain approval.
- Obtain pre-construction permits.

Deliverables:

- Plan submittal to DOH, if required.

Task 5 – Meetings

Conduct project meetings to support progression of project schedule and execution of the work. Kennedy/Jenks will produce agenda and objectives in advance of each event, and furnish minutes and action items after each event.

Subtask 5.1 – Project Kickoff Meeting

- Following contract execution, conduct project kickoff meeting. Objectives will include: review of the scope of work, schedule, and milestones, establishing acceptable channels of communication among project participants, discussion of the existing information, and confirmation of the design criteria.

Subtask 5.2 – Meetings with Pierce County

- Meet with Pierce County after the basemaps are complete but before design starts. Discuss acceptable locations of the pipe and roadway restoration expectations.
- Meet with Pierce County at the 30% level of design completion to obtain informal approval of the pipeline horizontal location. Discuss acceptable locations for appurtenances.

. Subtask 5.3 – Status Review Meetings

- Review project status and discuss issues and problems with City Project Manager. Meeting will be a combination of phone calls and face to face meetings.

Subtask 5.4 – Review Meetings

- Review plans at the 60% level of completion.
- Review contract documents at the 90% level of completion.
- Review of final contract documents.

Client Responsibilities:

- Provide meeting room for meetings.
- Schedule Pierce County meetings.
- Provide staff to participate in the meetings.
- To the extent possible, make decisions at the meetings to allow an uninterrupted schedule.

Deliverables:

- Agenda for and minutes from meetings.

Task 6 – Construction Support Services

The Consultant will provide assistance during construction, if requested. Budget for this task is not included but will be added by contract amendment if required.

Client Responsibilities:

- Provide engineering support during construction including shop drawing review and RFI responses.

Deliverables:

- None

Task 7 – Record Drawings

The Consultant will update the original AutoCAD drawing files to incorporate changes documented during construction.

Subtask 7.1 – Record Drawings

- Prepare record drawings when construction is complete.

Client Responsibilities:

- Review the contractor's field redline markups. Ensure that the contractor updates the redline drawings on a daily basis and that the markups are complete, easy to understand, and contains the necessary data to transfer the information from the redlines to the AutoCAD drawings.
- Resolve questions and provide interpretation of the redlines while the Consultant is preparing the record drawings.

Deliverables:

- Revised electronic AutoCAD files, with engineer's seal removed.
- A PDF of the drawings

- 2 copies, 11-inch by 17-inch, of the record drawing set.

Client Responsibilities, General

- Provide access to City personnel, as needed.
- Provide existing geotechnical information, site plans, utility record drawings in the City's possession, as-built water utility records, and other relevant project information.
- Provide potholing of existing utilities if required during design.
- Provide geotechnical exploration, analysis and reports, if required.
- Provide AutoCAD drafting standards, approve drawing scale and drawing list.
- Provide private property owner contact information, if required.
- Provide a paper and an electronic copy of a sample Project Manual including Bidding Requirements, Agreement, General Requirements, Technical specifications, Wage Rates and Standard Details.
- Provide "front end" construction documents (Contract, General Requirements, and other Div 0 and Div 1 sections) and Wage Rates for the Project Manual. Construction contract and specification documents will be provided as one paper copy and one electronic copy.
- Sign and submit permit applications as required. Pay all permit fees. Obtain all permits.
- Pay all fees and charges relating to County Permits, reviews, and inspection.
- Provide access to City operations personnel, as needed.
- Participate in decision-making and provide a best-faith effort to make key decisions in a timely manner.
- Review comments will be consolidated will be non-contradictory and will be provided within ten working days of document receipt. Provide a best faith effort to make review comments as early in the design process as possible.
- Bid the construction project including; produce PDFs of the sealed plans and contract documents, prepare the advertisements and advertise the project, prepare responses to contractor RFIs, prepare addenda, distribute the Contract Document Bid Sets and addenda to prospective bidders, schedule, hold and provide a location for the Pre-Bid meeting, collect and open the bids, evaluate the bids, and issue Notice of Award
- Print additional copies of the review documents for distribution to reviewers.

Assumptions

- Water distribution pipe shall be 8-inch diameter ductile iron.
- New waterlines will be located in the gravel shoulder of the roadways.
- The project area has no sewers or natural gas and there will be few utilities crossing the proposed waterlines.
- City of Bonney Lake standard details shall be used for all appurtenances, without modification.
- Plans will be prepared using AutoCAD Civil 2011. Kennedy/Jenks CAD standards will be used. Electronic files will not be converted to another version or platform.
- The side of the road where the waterlines will be located can be determined before survey begins and is not changed by Pierce County latter in the project.
- Existing AutoCAD record drawings from the previous pavement replacement project will be available and will be used without restriction on this project. There are no issues regarding ownership of the drawings.
- A survey of the full right-of-way width is not provided. Ground survey will be limited to the side of the road where the waterlines are located plus meters. . Right-of-way limits will be shown based on surveyed monument locations and record drawings of the previously completed pavement replacement project. It is understood that using the existing record and right-of way drawings carries some additional risk of change orders during construction.
- Supplemental survey is limited to the budget provided in the Fee Estimate, which is based on one day of field effort.
- Permit support is limited to the number of hours identified in the Consultant Fee Estimate.
- Modeling of the water system will not be required.
- Telemetry, SCADA, or security systems will not be required.
- Design effort is as indicated in the Consultant Fee Estimate.
- Design of the shoring and dewatering systems is not included.
- Traffic Control design and modifications to the street is not included.
- Design for temporary water service during construction is not included.
- Pavement removal and replacement will not be shown on the plan and profile sheets. This information will be shown on the pavement restoration details.
- Corrosion protection design is limited to bagging of the pipeline. Other corrosion protection methods, including the use of anodes, are not included.

- Environmental evaluation and mitigation, including contaminated soils or groundwater, should they be found during excavation or geotechnical work, is not included.
- Underground utilities will be based on existing records that are provided by the City and other utilities and a limited effort using a utility locate service. It is understood that it will not be possible to identify all utilities on the basemaps nor is it the responsibility of Kennedy/Jenks or it's subconsultants to do so. The City should assume that there will unidentified utilities that are discovered during construction and that construction change order may arise from these discoveries.
- Technical Specifications will be prepared in CSI format.
- Meetings are limited to the number of hours identified in the Consultant Fee Estimate.
- Temporary Erosion and Sedimentation (TESC) drawings shall include notes and standard details. TESC plans will not be required.
- Stormwater improvements including detention and water quality treatment of stormwater is not required. A stormwater report or a technical information report (TIR) will not be required.
- Geotechnical investigation is not required.
- The City will investigate the potential for any contaminated soils or groundwater in the area of work.
- The 60% review plans will be used for non-construction permits. This permit set will not include incorporation of comments made during the 60% review.
- City will be Lead Agency for SEPA, if required. A Declaration of Non-Significance will be issued.
- A Shoreline Substantial Development Permit is not required. A JARPA permit application is not required.
- The review of the 100% documents will not include new comments.
- All drawing sets will be printed on bond.
- Paper copies of the Bid Documents are the official copies not the electronic copies. The City will not release electronic copies, except PDFs, to the Bidders.
- There will not be an extended delay during the design, bidding or construction periods.
- A re-bid is not required.
- Conformed drawings will not be required.
- Consultant will not be involved during construction contract bidding.

- Record drawings will be based on redlined drawings maintained in the field, on a daily basis, by the construction contractor. Kennedy/Jenks will not determine the accuracy or field check the record drawings. Kennedy/Jenks will not seal the record drawings.
- Kennedy/Jenks will not be involved during the construction of the project. Requests for information responses, shop drawing submittal reviews, engineering support during construction, construction management and observation will not be provided by Kennedy/Jenks. These services will be added by contract amendment if required.
- Record drawing services are limited to the number of hours identified in the Consultant Fee Estimate.
- The effort and budget are based on the following drawing list. A budget augmentation will be provided if there are significant additions to the drawing list.

Preliminary Drawing List

Sheet	Number	Title	Contents
G01	1	Cover	Vicinity Map, Key Plan, Drawing Index
G02	2	Abbreviations	
G03	3	Civil Symbols	Survey Notes
G04	4	General Notes	
G05	5	TESC Notes	
G06	6	TESC Details	Inlet Protection, straw bale, straw wattle, filter fabric fence
C01	7	Water Main Plan and Profile	108th Street E Sta 1+00 to Sta 6+00
C02	8	Water Main Plan and Profile	108th Street E Sta 6+00 to Sta 11+00
C03	9	Water Main Plan and Profile	108th Street E Sta 11+00 to Sta 16+00
C04	10	Water Main Plan and Profile	108th Street E Sta 16+00 to Sta 21+00
C05	11	Water Main Plan and Profile	108th Street E Sta 21+00 to Sta 25+00
C06	12	Water Main Plan and Profile	202nd Ave E Sta 1+00 to Sta 6+00
C07	13	Water Main Plan and Profile	202nd Ave E Sta 6+00 to Sta 11+00
C08	14	Water Main Plan and Profile	202nd Ave E Sta 11+00 to Sta 16+00
C09	15	Water Main Plan and Profile	202nd Ave E Sta 16+00 to Sta 21+00
C10	16	Water Main Plan and Profile	202nd Ave E Sta 21+00 to Sta 24+50
C11	17	Water Main Plan and Profile	La Rita Drive Sta 1+00 to Sta 6+00
C12	18	Water Main Plan and Profile	La Rita Drive Sta 6+00 to Sta 11+00
C13	19	Water Main Plan and Profile	La Rita Drive Sta 11+00 to Sta 11+75
C14	20	Water Main Plan and Profile	107th Street E Sta 1+00 to Sta 6+00
C15	21	Water Main Plan and Profile	107th Street E Sta 6+00 to Sta 11+00
C16	22	Water Main Plan and Profile	209th Ave E Sta 1+00 to Sta 3+75
C17	23	Water Main Plan and Profile	106th Street E Cul-de-sac Sta 1+00 to Sta 6+00
C18	24	Water Main Plan and Profile	106th Street E Cul-de-sac Sta 6+00 to Sta 7+50
C19	25	Water Main Plan and Profile	Bonanza Drive Sta 1+00 to Sta 6+00
C20	26	Water Main Plan and Profile	Bonanza Drive Sta 6+00 to Sta 11+00
C21	27	Water Main Plan and Profile	Bonanza Drive Sta 11+00 to Sta 16+00
C22	28	Water Main Plan and Profile	Bonanza Drive Sta 16+00 to Sta 20+00
C23	29	Water Main Plan and Profile	La Paloma Drive Sta 1+00 to Sta 6+00
C24	30	Water Main Plan and Profile	La Paloma Drive Sta 6+00 to Sta 11+00
C25	31	Water Main Plan and Profile	La Paloma Drive Sta 11+00 to Sta 16+50
C26	32	Water Main Plan and Profile	204th Ave E Cul-de-sac Sta 1+00 to Sta 4+00
C27	33	Water Main Plan and Profile	207th Ave E Sta 1+00 to Sta 3+75
D01	34	Typical Details	Trench and pavement restoration
D02	35	Standard Details	City Standard Details
D03	36	Standard Details	City Standard Details
D04	37	Standard Details	City Standard Details
D05	38	Standard Details	City Standard Details

EXHIBIT B: RATES

Exhibit B - Cost Summary

Kennedy/Jenks Consultants

CLIENT Name:	City of Bonney Lake
PROJECT Description:	Ponderosa Estates Waterline Replacement
Proposal/Job Number:	1297001*00
Date:	2/3/2012

Classification:	KJ								Total Labor	KJ	Sub	Sub Markup	ODCs	ODCs Markup	Total Expenses	Total Labor + Expenses
	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-3	CAD Designer	Admin. Assist.	Hours								
Hourly Rate:	\$65	\$55	\$50	\$45	\$35	\$35	\$27									
Task -1 Project Management																
Task 1.1 - Project Workplan	8								\$520	\$1,014	\$153	\$1,687		\$0	\$0	\$1,687
Task 1.2 - Quality Control Reviews	12								\$780	\$1,521	\$230	\$2,531		\$0	\$100	\$2,631
Task 1.3 - Management	80						16		\$5,200	\$10,140	\$1,534	\$16,874		\$0	\$0	\$16,874
Task 1 - Subtotal	100	0	0	0	0	0	16		\$6,500	\$12,675	\$1,918	\$21,093		\$0	\$100	\$21,193
Task 2 - Survey and Mapping																
Task 2.1 - Survey	4								\$260	\$507	\$77	\$844	\$24,827	\$1,241	\$0	\$26,068
Task 2.2 - Basemaps						4			\$140	\$273	\$41	\$454	\$16,499	\$825	\$0	\$17,324
Task 2.3 - Supplemental Survey, if required						4			\$140	\$273	\$41	\$454	\$2,320	\$116	\$0	\$2,890
Task 2 - Subtotal	4	0	0	0	4	4	0		\$540	\$1,053	\$159	\$1,752	\$43,645	\$2,182	\$0	\$45,828
Task 3 - Design																
Task 3.1 - Design to 30% Level of Completion	40						180		\$8,900	\$17,355	\$2,626	\$28,881		\$0	\$0	\$28,881
Task 3.2 - Design to 60% Level of Completion	60		40		100	300			\$19,900	\$38,805	\$5,871	\$64,576	\$4,000	\$200	\$100	\$68,876
Task 3.3 - Design to 90% Level of Completion	20		20		40	80	12		\$6,500	\$12,675	\$1,918	\$21,093		\$0	\$100	\$21,193
Task 3.4 - Prepare Final Plans	10					40	8		\$2,050	\$3,998	\$605	\$6,652		\$0	\$200	\$6,852
Task 3 - Subtotal	130	0	60	0	140	600	20		\$37,350	\$72,833	\$11,018	\$121,201	\$4,000	\$200	\$400	\$125,801
Task 4 - Permit Support and Coordination																
Task 4.1 - Pierce County Permits	10					10			\$1,000	\$1,950	\$295	\$3,245		\$0	\$0	\$3,245
Task 4.2 - DOH Coordination	10								\$650	\$1,268	\$192	\$2,109		\$0	\$0	\$2,109
Task 4 - Subtotal	20	0	0	0	10	0	0		\$1,650	\$3,218	\$487	\$5,354	\$0	\$0	\$0	\$5,354
Task 5 - Meetings and Workshops																
Task 5.1 - Project Kickoff Meeting	4					4			\$400	\$780	\$118	\$1,298		\$0	\$0	\$1,298
Task 5.2 - Meetings with Pierce County	8								\$520	\$1,014	\$153	\$1,687		\$0	\$0	\$1,687
Task 5.3 - Status Review Meetings	20								\$1,300	\$2,535	\$384	\$4,219		\$0	\$0	\$4,219
Task 5.4 -Review Meetings	8					8	4		\$800	\$1,560	\$236	\$2,596		\$0	\$0	\$2,596
Task 5 - Subtotal	40	0	0	0	12	0	4		\$3,020	\$5,889	\$891	\$9,800	\$0	\$0	\$0	\$9,800
Design Phase Total	294	0	60	0	166	604	40		\$49,060	\$95,667	\$14,473	\$159,200	\$47,645	\$2,382	\$500	\$50,528
Task 6 - Engineering Services During Construction																
No tasks or effort at this time									\$0	\$0	\$0	\$0		\$0	\$0	\$0
Task 6 - Subtotal	0	0	0	0	0	0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 7 -Record Drawings																
Task 7.1 - Record Drawings	4					60			\$3,060	\$5,967	\$903	\$9,930		\$0	\$0	\$9,930
Construction Services Phase Total	4	0	0	0	20	60	0		\$3,060	\$5,967	\$903	\$9,930	\$0	\$0	\$0	\$9,930
Grand Total	298	0	60	0	186	664	40		\$52,120	\$101,634	\$15,375	\$169,129	\$47,645	\$2,382	\$500	\$50,528
																\$219,657

Exhibit B - Cost Summary

Kennedy/Jenks Consultants

CLIENT Name: City of Bonney Lake
 PROJECT Description: Ponderosa Estates Waterline Replacement
 Proposal/Job Number: 1297001*00 Date: 2/3/2012

Classification:	Hourly Rate:	Survey Manager	Surveyor	Survey Crew	Survey Tech	Total Hours	Total Direct Labor Fees	Indirect Costs 163.6%	Fixed Fee 10%	Total Labor	Utility Locate Fees	Sub Markup 0%	ODCs Fees	ODCs Markup 0%	Total Expenses	Total Labor + Expenses
Task -1 Project Management																
Task 1.1 - Project Workplan						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 1.2 - Quality Control Reviews						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 1.3 - Management						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 1 - Subtotal						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 2 - Survey and Mapping																
Task 2.1 - Survey				140		140	\$7,700	\$12,597	\$2,030	\$22,327	\$2,500	\$0	\$0	\$0	\$2,500	\$24,827
Task 2.2 - Basemaps		20	20		110	150	\$5,690	\$9,309	\$1,500	\$16,499	\$0	\$0	\$0	\$0	\$0	\$16,499
Task 2.3 - Supplemental Survey, if required			2	8	8	18	\$800	\$1,309	\$211	\$2,320	\$0	\$0	\$0	\$0	\$0	\$2,320
Task 2 - Subtotal		20	22	148	118	308	\$14,190	\$23,215	\$3,740	\$41,145	\$2,500	\$0	\$0	\$0	\$2,500	\$43,645
Task 3 - Design																
Task 3.1 - Design to 30% Level of Completion						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 3.2 - Design to 60% Level of Completion						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 3.3 - Design to 90% Level of Completion						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 3.4 - Prepare Final Plans						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 3 - Subtotal		0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 4 - Permit Support and Coordination																
Task 4.1 - Pierce County Permits						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 4.2 - DOH Coordination						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 4 - Subtotal		0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 5 - Meetings and Workshops																
Task 5.1 - Project Kickoff Meeting						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 5.2 - Meetings with Pierce County						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 5.3 - Status Review Meetings						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 5.4 -Review Meetings						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 5 - Subtotal		0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design Phase Total		20	22	148	118	308	\$14,190	\$23,215	\$3,740	\$41,145	\$2,500	\$0	\$0	\$0	\$2,500	\$43,645
Task 6 -Record Drawings																
No tasks or effort at this time						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 6 - Subtotal		0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 7 -Engineering Services During Construction																
Task 7.1 - Record Drawings						0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 7 - Subtotal		0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Services Phase Total		0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total		20	22	148	118	308	\$14,190	\$23,215	\$3,740	\$41,145	\$2,500	\$0	\$0	\$0	\$2,500	\$43,645

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

Department/Staff Contact: Admin Services / HT Edvalson	Meeting/Workshop Date: 28 February 2012	Agenda Bill Number: AB12-27
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D12-27	Councilmember Sponsor:

Agenda Subject: Ordinance D11-27 - Adopting a 6-Month Extension of the Temporary Zoning Moratorium on the Establishment, Maintenance or Continuation of Medical Marijuana Collective Gardens.

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Extending A Temporary Zoning Moratorium On The Establishment, Maintenance Or Continuation Of Medical Marijuana Collective Gardens.

Administrative Recommendation: Adopt.

Background Summary: On August 23, 2011, the City Council adopted Ordinance No. 1396 enacting a temporary moratorium on the establishment, maintenance or continuation of medical marijuana collective gardens in accordance with RCW 35A.63.220 and RCW 36.70A.390. The City Council made nine findings in support of the moratorium. With no change in WA State or Federal Law to clarify the issue, the Council may wish to extend the moratorium. The City Council held a public hearing earlier in the evening. If there were no speakers at the public hearing, the Council's rules (BLMC 2.04.710) allow for the Council to take action on the issue during the same meeting as the public hearing was held. However, with adoption of the proposed ordinance, Council will need to suspend its rules to adopt the ordinance on first reading (BLMC 2.04.780A.).

Attachments: Ordinance D12-27; Excerpts from the Bonney Lake Municipal Code (BLMC).

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: There is no budget impact associated with this action.			

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

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s): 28 Feb 2012
Meeting Date(s): 28 Feb 2012	Tabled to Date:

APPROVALS		
Director: <i>HTE</i>	Mayor: <i>NHJ</i>	Date Reviewed by City Attorney: 02/21/12 (if applicable):

ORDINANCE NO. D12-27

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, EXTENDING A TEMPORARY ZONING MORATORIUM ON THE ESTABLISHMENT, MAINTENANCE OR CONTINUATION OF MEDICAL MARIJUANA COLLECTIVE GARDENS.

WHEREAS, on August 23, 2011, the City Council adopted Ordinance No. 1396, enacting a temporary moratorium on the establishment, maintenance or continuation of medical marijuana collective gardens, in accordance with RCW 35A.63.220 and RCW 36.70A.390; and

WHEREAS, Ordinance No. 1396 included findings of fact in support of such moratorium, in the form of various recitals; and

WHEREAS, the Council finds that such findings remain valid and pertinent to the issue of extension of such moratorium; and

WHEREAS, a public hearing was held on February 28, 2012 regarding extension of such moratorium; and

WHEREAS, significant uncertainty continues to exist regarding the validity of Washington's current medical marijuana statutes, including those pertaining to collective gardens; and

WHEREAS, several bills presently before the Washington Legislature would significantly alter such statutes; and

WHEREAS, based upon the findings set forth herein and in Ordinance No. 1396, the Council deems it to be in the public interest to extend the existing zoning moratorium pending further clarification of Washington law followed by, as appropriate, development of City regulations addressing medical marijuana collective gardens;

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

Section 1. The recitals set forth above and in Ordinance No. 1396 are hereby adopted as the Bonney Lake City Council's findings in support of extension of the moratorium imposed by Ordinance No. 1396.

Section 2. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, the zoning moratorium enacted by Ordinance No. 1396, prohibiting the licensing, establishment, maintenance or continuation of any medical marijuana collective garden within the City, is hereby extended by six months, unless terminated sooner by the Bonney Lake City Council. All other provisions of Ordinance No. 1396 shall remain in effect.

Section 3. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance, or the application of the provision to other persons or circumstances, shall not be affected.

Section 4. This Ordinance concerning powers vested solely in the Council, it is not subject to referendum, and shall take effect five (5) days after its passage, approval and publication as required by law.

PASSED by the City Council and approved by the Mayor this 28th day of February, 2011.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:

Valid:

Published:

Effective Date:

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2.04.710 Public hearing process.

The chair introduces the agenda item, opens the public hearing and shall announce the following rules of order:

Council shall set public hearing dates to receive public testimony on all issues required by law or as the council may direct. Discussions by council of public testimony shall normally be scheduled for the next regularly scheduled workshop. *Final action by the council on all public hearings shall normally be scheduled for the next regularly scheduled council meeting; except where no public testimony was provided, the council may choose to take final action immediately following the public hearing (i.e., surplus property).* (Italics added for emphasis.)

2.04.780 Two readings required of ordinances.

Ordinances before the city council for consideration and passage shall be reviewed at two meetings of the council, inclusive of workshops or council committee meetings, prior to passage.

A. Introduction and First Reading of Ordinance. Discussion and debate by the city council at a regular meeting or workshop may be held at this time. Councilmembers shall decide whether to amend the ordinance, direct staff to further review the ordinance, forward the ordinance to an advisory board, council workshop for further discussion and study, or approve placing the ordinance on the agenda of the forthcoming regular council meeting for enactment as an enforceable city law.

Nothing contained in this policy shall prohibit the city council from enacting any ordinance after a single reading upon suspension of the rules of procedure by majority vote. (Italics added for emphasis.)

B. Action Items. The council may delay taking action on any issues if sufficient documentation and information has not been provided by the mayor and the staff in advance in council packets to allow the council due deliberation. (Ord. 1061 § 1, 2004).