

CITY COUNCIL WORKSHOP

**May 21, 2013
5:30 p.m.**

AGENDA



“Where Dreams Can Soar”

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

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

*The City Council may act on items listed on this agenda, or by consensus give direction for future action.
The Council may also add and take action on other items not listed on this agenda.*

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

I. Call to Order: Mayor Neil Johnson

II. Roll Call:

Elected Officials: 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.

III. Agenda Items:

A. **Council Open Discussion.**

Pg. 3 B. **Review of Council Minutes: Review of Council Minutes** – May 7, 2013 Workshop, May 11, 2013 Special Meeting, and May 14, 2013 Meeting.

Pg. 19 C. **Discussion:** (Continued from 5/7/13 Workshop) AB13-65 – Ordinance D13-65 - Amend Portions of Chapter 8.04 of the BLMC Relating to Garbage and Solid Waste Service and Fees.

Pg. 25 D. **Discussion:** AB13-68 – Resolution 2304 – Awarding a Professional Services Agreement with Parametrix for Easttown Sanitary Sewer Profile Survey Base Map for the Future Frontage Road.

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

V. Adjournment

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

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CITY COUNCIL WORKSHOP

**May 7, 2013
5:30 P.M.**

DRAFT MINUTES



“Where Dreams Can Soar”

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

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

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

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

ROLL CALL:

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

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

II. AGENDA ITEMS:

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

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

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

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

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

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

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

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

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

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

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

Councilmember Hamilton asked about the need for transportation to/from Allan Yorke Park during the busy summer months. Ms. Tully said they are always willing to work on the needs of

the community, and to determine where the funds would come from in coordinating with the different cities.

B. Council Open Discussion

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

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

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

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

Councilmember Lewis had a minor correction to the April 23, 2013 Minutes, and Councilmember Minton-Davis noted a correction to the April 13, 2013 Special Meeting Minutes.

The minutes were forwarded to the May 14, 2013 Meeting for action, with revisions.

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

City Administrator Morrison began the presentation for the 2012 Budget Recap and showed two slides regarding the 2012 recap actual revenues and actual expenditures. He said the City is

actually ahead on the revenue and expenditures for the first quarter of 2013, compared to the previous year. He thinks the budget is tracking well. Deputy Mayor Swatman said it looks like overall the departments did very well of staying within their budgets. City Administrator Morrison agreed that the City did do well in only utilizing 98.8% of the expenditures and did not go over budget, especially with the allocations being so thin.

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

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

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

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

Mayor Johnson said DM Disposal has the right to charge the mandatory service fee, but the City is not responsible for the service DM Disposal provides its customers. He said it is DM's responsibility to collect for their services and the proposed resolution is not necessary.

Councilmember Watson said that DM Disposal should have put it in their contract and they should be responsible to charge their customers the minimum can charge.

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

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

City Administrator Morrison advised that the City will change the City code per Ordinance D13-65 and the resolution is not necessary.

Resolution 2300 was tabled and determined to be unnecessary.

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

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

By Council consensus, Ordinance D13-65 will be refined and brought back to the May 21, 2013 Workshop for further consideration.

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

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

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

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

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

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

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

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

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

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

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

IV. EXECUTIVE SESSION: None

V. ADJOURNMENT:

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

Motion to adjourn approved 7-0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council for the May 7th City Council Workshop: None

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

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

**CITY COUNCIL
SPECIAL MEETING**

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

DRAFT MINUTES



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

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

Location: 7203 West Tapps Highway East, Bonney Lake, Washington.

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

II. IN ATTENDANCE:

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

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

III. AGENDA ITEMS:

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

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

B. Adjournment:

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

Harwood T. Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

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

CITY COUNCIL MEETING

May 14, 2013
7:00 P.M.

DRAFT MINUTES



“Where Dreams Can Soar”

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

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

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

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

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

C. Announcements, Appointments and Presentations:

- 1. Announcements: None.
- 2. Appointments: None.
- 3. Presentations:
 - a. **Presentation & Proclamation:** Relay for Life and Paint the Town Purple – May 31, 2013.

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

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

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

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:

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

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

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

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

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

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

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

B. Citizen Comments:

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

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

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

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

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

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

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

- C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed personnel updates and reviewed meeting notes. The Committee also reviewed the SR 410 sewer trunk line project close-out progress, a proposed professional services agreement with Parametrix for the Eastown base map survey, a proposed Accounts Receivable policy, and debt refinancing options.

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

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

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

- D. Other Reports: None.

IV. CONSENT AGENDA:

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

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

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

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

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

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

Consent Agenda approved as amended 6 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

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

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

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

Ordinance 1460 approved 6 – 0.

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

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

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

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

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

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

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

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

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

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

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

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

IX. CLOSED SESSION:

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

X. ADJOURNMENT:

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

Motion to adjourn approved 7 – 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

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

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

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

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

Department/Staff Contact: Executive / Gary Leaf	Meeting/Workshop Date: 21 May 2013	Agenda Bill Number: AB13-65
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D13-65	Councilmember Sponsor:

Agenda Subject: Mandatory Refuse Service

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

Administrative Recommendation: Approve

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

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

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Public Safety Date: 4 March 2013	<i>Approvals:</i> Chair/Councilmember Mark Hamilton Councilmember Tom Watson Councilmember Donn Lewis	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Yes</td> <td style="width: 50%;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Forward to: 21 May 2013 Workshop		Consent									
		Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
Commission/Board Review:											
Hearing Examiner Review:											

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

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

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ORDINANCE NO. D13-65

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

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

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

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

8.04.010 Intent of chapter – Definitions.

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

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

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

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

8.04.020 Duty of owners compliance.

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

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

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

8.04.030 Container requirements.

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

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

~~8.04.040 Disposal of garbage required.~~

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

8.04.050 Special permits Exceptions.

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

Exceptions to the compulsory service requirement may be granted:

- A. Where the City's duly authorized collection company cannot access a property due to topography or other physical constraints;

- B. Where a resident has a disability that prevents him or her from taking garbage to the curb for pick-up; or
- C. Where a resident resides in the City less than twelve months out of the year. In such cases, the resident must arrange for garbage pick-up by the City's duly authorized collection contractor for such periods of time when the resident is residing in the City.

8.04.060 Incineration of garbage.

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

8.04.070 Compliance required.

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

8.04.080 Time of collection.

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

8.04.120 Additional charges.

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

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

8.04.130 Accounts – When due.

~~Charges for refuse services, whether provided by the city or an independent contractor under an agreement with the city, shall be due and payable on or before the tenth 45th day following the~~

date of billing. Amounts unpaid shall become delinquent 45 days after the billing date. A monthly penalty of 1.5 percent, or \$1.00 whichever is greater, of the outstanding balance shall be charged to all accounts which have been delinquent for 45 days or more.

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

8.04.140 Accounts – Charges constitute lien when.

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

8.04.150 Accounts – Notice of lien – Foreclosure.

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

8.04.160 Collection of garbage.

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

8.04.170 Nauseous substance deposit – Permit required.

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

8.04.180 Garbage and solid waste bills – Payment and collection.

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

8.04.190 Violation – Penalties – Enforcement.

Any violation of this chapter, including but not limited to a failure to ~~re-establish service within 30 days of service suspension pursuant to BLMC 8.04.130~~ comply with the compulsory service requirement, shall be a Class 1 civil infraction under Chapter 7.80 RCW. ~~Each day of violation shall constitute a separate offense~~. The city code enforcement officer shall have the authority to issue civil infraction notices.

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

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

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

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: May 21, 2013	Agenda Bill Number: AB13-68									
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2304	Councilmember Sponsor: Dan Swatman									
Agenda Subject: Award the Professional Services Agreement with Parametrix for Eastown Sanitary Sewer Profile Survey Base map for the future frontage roads.											
Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award the Professional Services Agreement with Parametrix for Eastown Sanitary Sewer Profile Survey Base map for the future frontage roads.											
Administrative Recommendation: Background Summary: In preparation for the future development in the Eastown the City recognizes the need to better define the sewer system within the north and south frontage roads. This defining effort will provide the exact sewer invert elevations at the individual property lines where future development will begin and end their “dry” sewer lines at manholes. This survey contract will locate the property lines that cross the future sewer lines within the frontage road system and determine the invert elevations to a hundredth of a foot which is the construction accuracy needed to build to. Attachments: Resolution, Contract, Map											
BUDGET INFORMATION											
Budget Amount \$1,230,000	Current Balance \$1,134,289	Required Expenditure \$15,799.25	Budget Balance \$1,118,489.75								
Budget Explanation: 402.022.035.594.35.63.05 – Eastown ULA: Lift Station & Force Main Revenue: Sewer Utility Fund											
COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: May 14, 2013	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Randy McKibbin Councilmember Mark Hamilton	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 0 10px;">Yes</td> <td style="padding: 0 10px;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Hearing Examiner Review:											
COUNCIL ACTION											
Workshop Date(s):		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):									

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RESOLUTION NO. 2304

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

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

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

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

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

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

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

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

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC
City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

PROFESSIONAL SERVICES AGREEMENT
Eastown Sanitary Sewer Profile

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2013, by and between the City of Bonney Lake (“City”) and Parametrix, Inc. (“Consultant”).

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT (Parametrix, Inc.)

By: _____
Neil Johnson Jr., Mayor

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

OK
JNJ
5/9/13

Attachments:

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

EXHIBIT A: SCOPE OF WORK

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

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

SCOPE OF WORK

City of Bonney Lake Eastown Sanitary Sewer Profile

Objective

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

Approach

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

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

Assumptions

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

Client: City of Bonney Lake
 Project: Eastown Sanitary Sewer Profile
 Project No: 214-1611-0XX

**Exhibit A: Fee
 Budget Estimate**

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

Burdened Rates:

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

DIRECT EXPENSES:

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

Project Total: \$15,799.25

EXHIBIT B: RATES

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

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

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

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

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

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

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

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

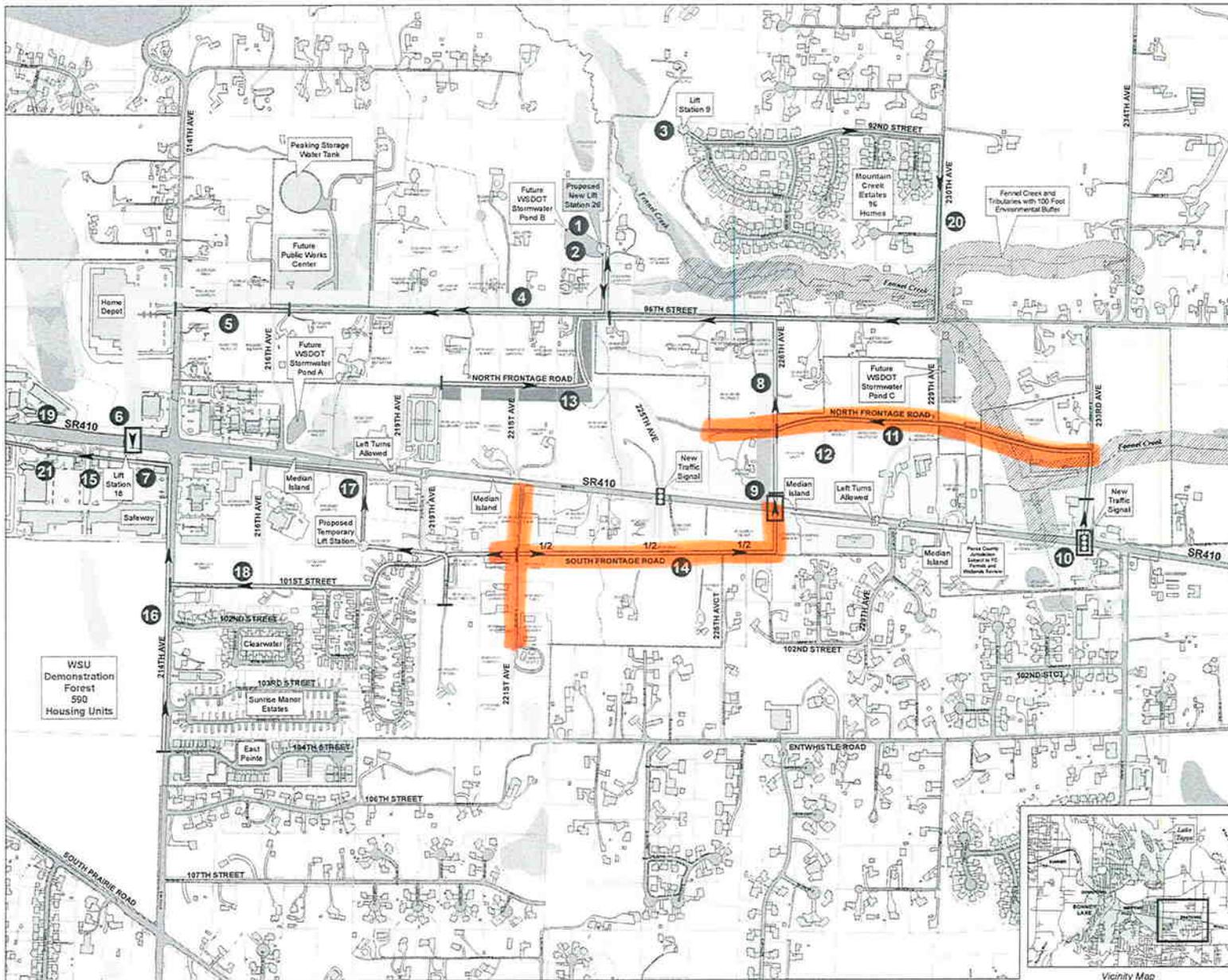
Effective January 1, 2013

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

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

FRONTAGE ROADS FOR SEWER PROFILE SURVEY

Overlaid on Eastown Future Sewer Projects and Roads Base Map



EASEMENTS

- Sewer Easement Acquired
- Sewer Easement Acquisition in Progress
- Sewer Easement Not Provided
- Frontage Road Easement Not Provided

FUTURE SEWER PROJECTS

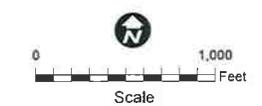
- Future Sewer Project Number
- Lift Station
- SR410 Highway Crossing
- Project Start/Stop
- Flow Direction
- Gravity Main
- Force Main
- Mountain Creek Force Main

FUTURE ROADS BASE MAP

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

FENNEL CREEK & WETLANDS

- Fennel Creek
- Fennel Creek Tributaries
- Fennel Creek 100 Foot Buffer
- CWI Wetlands
- Supplemental Wetland Inventory
- National Wetlands Inventory



Scale
June 23, 2011

