

CITY COUNCIL MEETING

**October 8, 2013
7:00 P.M.**

AGENDA



“Where Dreams Can Soar”

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

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

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

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

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

A. Flag Salute

B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments: None.

3. Presentations:

p. 5 a. **Proclamation:** Domestic Violence Awareness Month.

p. 7 b. **Proclamation:** Community Forestry Month.

p. 9 c. **Proclamation:** Community Planning Month.

D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

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

C. Correspondence

III. COUNCIL COMMITTEE REPORTS:

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

IV. CONSENT AGENDA:

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

- p. 11 A. **Approval of Minutes:** September 17, 2013 Workshop and September 24, 2013 Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #67071-67091 (including wire transfer #'s 9162013, and 20130916) in the amount of \$296,471.17.
Accounts Payable checks/vouchers #67092-67106 in the amount of \$15,517.24 for Accounts Receivable deposit refunds.
Accounts Payable checks/vouchers #67107-67122 in the amount of \$1,139.01 for utility refunds.
Accounts Payable wire transfer #2013091701 for P-Card payments in the amount of \$44,849.03.
Accounts Payable checks/vouchers #67123-67151 in the amount of \$81,167.75.
Accounts Payable checks/vouchers #67152-67173 in the amount of \$2,759.91 for utility refunds.
- C. **Approval of Payroll:** Payroll for September 16-30th 2013 for checks #31351-31384 including Direct Deposits and Electronic Transfers is \$ 711,157.89
- p. 21 D. **AB13-119 – Resolution 2331** – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Enter Into An Interlocal Agreement For Benefits With The Association Of Washington Cities.
- p. 41 E. **AB13-120 – Resolution 2332** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water And Sewer Developer Extension Agreement With Renwood, LLC For The Renwood Apartments.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

- p. 53 A. **AB13-125 – Resolution 2334** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Purchase Reimbursement Agreement With The Washington State Administrative Office Of The Courts For The Fiscal Year 2014 Equipment Replacement Project (FY14ER).

VIII. FULL COUNCIL ISSUES:

- p. 63 A. **AB13-124 – Resolution 2335** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Memorandum Of Understanding With The Bonney Lake/Lake Tapps Seniors For The Continuing Use Of The Old Senior Van.

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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PROCLAMATION

In Recognition of Domestic Violence Awareness Month ~ October 2013 ~

WHEREAS, domestic violence is a confrontation between family or household members involving physical harm, harassment, sexual assault, or reasonable fear of physical harm; and

WHEREAS, domestic violence affects individuals in our community, regardless of age, gender, economic status, race, religion, nationality or educational background; and

WHEREAS, domestic violence follows a pattern of assault that deprives the abused of their dignity, safety, security, and freedom; and

WHEREAS, children who grow up in violent homes see, hear and feel the abuse and neglect and frequently grownup to become abusers or the abused; and

WHEREAS, the City of Bonney Lake has been proactive in its public outreach efforts to stop the spread of domestic violence; and

WHEREAS, Domestic Violence Awareness Month is a time to reflect on the responsibilities of communities and citizens to build healthy, thriving families free from the threat of violence;

NOW, THEREFORE, the Mayor of the City of Bonney Lake proclaims **October 2013 as Domestic Violence Awareness Month** and encourages all citizens to stand against domestic violence in our community.

Neil Johnson, Jr., Mayor

Date

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Proclamation

WHEREAS, on September 23, 2013 Governor Jay Inslee declared October as Urban and Community Forestry Month in the State of Washington; and

WHEREAS, trees are a key factor in making Bonney Lake a truly vibrant place to live, work and play; and

WHEREAS, trees can reduce energy costs, increase home values, keep our air clean to breath and our water safe to drink, improve mental health, and mitigate the adverse impacts of climate change; and

WHEREAS, since 2005 the City of Bonney Lake has continually achieved special Tree City USA designation and status; and

WHEREAS, October is the best time to plant trees in Washington by taking advantage of the cooler climate and abundant moisture, allowing newly planted trees to become established in the landscape.

NOW, THEREFORE, I, Neil Johnson, Jr., Mayor of the City of Bonney Lake, do hereby proclaim the month of

October 2013 *Community Forestry Month*

In the City of Bonney Lake, and urge all citizens to plant a tree during the month of October, and join me in this special observance of Community Forestry Month.

Mayor Neil Johnson

Date

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Proclamation

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Bonney Lake; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Bonney Lake and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, BE IT RESOLVED THAT, the Month of October 2013 is hereby designated as Community Planning Month in the City of Bonney Lake in conjunction with the celebration of National Community Planning Month.

Mayor Neil Johnson

Date

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CITY COUNCIL WORKSHOP

**September 17, 2013
5:30 P.M.**

MINUTES



“Where Dreams Can Soar”

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

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

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

I. CALL TO ORDER – Deputy Mayor Swatman called the workshop to order at 5:30 p.m.

II. ROLL CALL:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. Elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Katrina Minton-Davis, Councilmember Rackley, and Councilmember Tom Watson. Mayor Johnson was not present.

Deputy Mayor Swatman moved to excuse Councilmember McKibbin. Councilmember Watson seconded.

Motion approved 6 – 0.

Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Public Works Director Daniel Grigsby, Community Development Director John Vodopich, Chief of Police Dana Powers, Senior Planner Jason Sullivan, City Attorney Kathleen Haggard, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist II Renee Cameron.

III. AGENDA ITEMS:

A. Council Open Discussion

Senior Center Back-up/Surplus Van: Councilmember Watson asked for an update regarding the old Senior Center van. Deputy Mayor Swatman advised that the Finance Committee has met to discuss the City’s intentions for the van, and Administrative Services Director Edvalson advised that the Senior Center Advisory Board has met and the issue will be brought back to the full Council.

Kahne Development Agreement: Councilmember Hamilton asked about the Kahne Development Agreement and said the Finance Committee had discussed the feasibility of a development agreement. City Attorney Haggard said the basic concept of a development agreement is typically to determine a road map of the development and what regulations the development would be vested under. She said it can be a simple agreement setting out a timeframe for development. Councilmember Hamilton asked if there is public cost to creating a development agreement. City Attorney Haggard said it is fundamentally a contract and a developer is not likely to enter into such an agreement without some certainty. Councilmember Watson said his concern is that there is no guarantee from the developer without a development agreement. Deputy Mayor Swatman said he believes the utility latecomer agreement (ULA) has no relationship to the developer agreement. He cares about sewer development in the area to get development moving. Councilmember Lewis said his biggest concern is serving the future needs for sewer development in the area, instead of waiting for prices to increase.

Councilmember Minton-Davis said she believes the ULA and the development agreement are related. She wants the statement to show why the development is good for the City, and if condemnation is necessary, she wants the agreement to state why. Councilmembers Hamilton, Watson, and Rackley all said they agreed with Councilmember Minton-Davis. City Administrator Morrison said staff are working with the developer to obtain a development agreement. Councilmember Watson said he wants to see an agreement signed by the developer with a set timeline. A public hearing is scheduled for September 24, 2013, and staff will continue to talk with the developers regarding a developer agreement.

- B. Review of Council Minutes:** September 3, 2013 Workshop Minutes, September 10, 2013 Meeting Minutes.

The minutes were forwarded to the September 24, 2013 Meeting for action, with no corrections.

- C. Discussion:** AB13-97 – Ordinance D13-97 – An Ordinance Amending the Comprehensive Plan Amendment Re: Implementing Concurrent Rezone Process to comply with Growth Management Hearing Board’s Decision.
- D. Discussion:** AB13-98 – Ordinance D13-98 – An Ordinance Amending BLMC 17.16.010 to extend the timeframes for recording of final plats to seven years for preliminary plats approved between January 1, 2008 and December 31, 2014, and to ten years for preliminary plats approved on or before December 31, 2007.

Planning Commission Chair Grant Sulham spoke regarding Agenda Items III.C and III.D and said the City Attorney has recommended the amendment be processed to bring the City’s Comprehensive Plan into compliance with State law. Senior Planner Jason Sullivan confirmed this is the intent of the ordinances. Councilmember Hamilton asked Chair Sulham if the Planning Commission discussed any annexation expansion. Chair Sulham stated that if a city has a Urban Growth Area (UGA) that they no longer want/need, then the City could move to take it for the expansion. Councilmember Watson asked why a city would give up a UGA. Community Development Director Vodopich said there is an issue with the City of Gig Harbor UGA that they may be willing to turn over their UGA to the City of Bonney Lake as a joint application. Senior Planner Sullivan said that staff in the two cities are working toward a joint application. Councilmember Hamilton said he is concerned about the City attempting to go after the City of Gig Harbor’s UGA as he feels many other cities may have an interest.

Items III.C and III.D were forwarded to the September 24, 2013 Meeting for action.

- E. Discussion:** AB13-116 - Resolution 2328 – Economic Vitality Element Vision and Goals.

Councilmember Lewis asked Senior Planner Sullivan to describe the Economic Vitality Element Vision and Goals. Senior Planner said the visions and goals speaks to a global sense. Councilmember Minton-Davis said he did a great job and the Community Development Committee (CDC) basically threw out the old vision and goals and started

from scratch. Councilmember Watson said the CDC discussed doing a market analysis, which would also help see what the City is looking for and where the City wants to go. Senior Planner Sullivan said there are certain mandatory components that have to be considered for a market study. He said it would be a strategic plan as well as the mandatory work that needs to be completed. Council consensus was that a market study would be a great tool for businesses. Proposed Resolution 2328 was forwarded to the September 24, 2013 Meeting for action.

IV. EXECUTIVE SESSION: None.

V. ADJOURNMENT:

At 6:14 p.m., Councilmember Rackley moved to adjourn the Council Workshop. Councilmember Lewis seconded the motion.

Motion to adjourn approved 6 – 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council for the September 17, 2013 City Council Workshop:

- Jeremiah J. Lafranca, Government Affairs Manager – *Letter dated September 11, 2013 Regarding Timelines for Recording of Final Plats*, Master Builders Association of Pierce County

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

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CITY COUNCIL MEETING

September 24, 2013
7:00 P.M.

MINUTES



“Where Dreams Can Soar”

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

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

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

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 6:59 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, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were 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, Records & Information Specialist Susan Haigh, and Senior Planner Jason Sullivan.

C. Announcements, Appointments and Presentations:

- 1. Announcements: None.
- 2. Appointments: None.
- 3. Presentations: None.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:

- 1. **AB13-111** – A Public Hearing To Consider Proposed AB13-105 – Resolution 2322, To Authorize Establishment Of A Sewer Development Financing Contract And Utility Latecomer Agreement For Easttown Sewers With Kahne Properties, LLC/ Landmark Development.

Mayor Johnson opened the hearing at 7:01 p.m.

Pat Swift, 21711 S Prairie Rd, Buckley, spoke on behalf of herself and her husband Warren. She said several years ago Pierce County created a Utility Local Improvement District (ULID) to construct a sewer line on 214th Ave E and assessed a fee to their property at that time. She said the proposed Bonney Lake Utility Latecomer Agreement (ULA) will assess another fee to their parcel, and they will not

benefit from the project since their property has existing access to sewer from the sewer stubs on 214th Ave E.

Bill Moffit, 2144 West Lake Ave, Seattle, spoke on behalf of Kahne Properties, LLC in support of the proposed ULA. He described the history of the developer's attempts to extend sewer to the property. He provided the Council with a copy of a letter sent by Landmark Development Group to the City. Mr. Moffit said that Mr. Kahne and their partners want to move forward with the development. He said they are willing to enter into a developer's agreement with the City after the ULA is approved and the easements have been secured, but not before.

Ed Morris, 17301 159th Ave SE, Renton, spoke on behalf of the owners of parcel number 0519022007, through which the proposed ULA sewer line would be constructed. He said they object to the proposed resolution and ULA as presented. He said their property has the topography to connect via a gravity line to the existing system and they will not benefit from the proposed ULA system. He said they have concerns about the proposed project and its impact on their property. He said the property owners of this parcel request to be excluded from the ULA.

Mayor Johnson closed the public hearing at 7:14 p.m.

Deputy Mayor Swatman noted that those who did not sign up for the hearing have an opportunity to speak during the Citizen Comment period.

B. Citizen Comments:

Valerie McKnight-Smithers, 4710 N Island Dr, Bonney Lake, spoke on behalf of herself and her husband Claude. She spoke about the recent chip seal completed on Inlet Island. She requested that the City do something to clean up the sticky gravel left on the road and driveways.

Public Works Director Grigsby described the chip seal process, and said the contractor, Doolittle Construction, has done a good job on chip seal projects in the past. He said the street sweeper cleans up the roads several times after the chip seal after the process is done, so there should not be leftover material on the roadway. Mayor Johnson asked Public Works staff to check when the street was last swept and report back.

James Kelly McClimans, 19025 68th St E, Bonney Lake, thanked City Councilmembers and staff who supported Beautify Bonney Lake on Saturday, September 21st. He spoke about the proposed ULA, and questioned why the Council is considering the condemnation of property as part of the project. Mr. McClimans also spoke about proposed Resolution 2327, for a lift station in Eastown, and said if the City has extra funds available for this project, they should be rolled over to the next budget cycle and not spent.

In response to a question from Mayor Johnson, Public Works Director Grigsby confirmed that the funds designated for the lift station project come from the sewer fund, and could not be allocated to other general projects.

Lillian McGinnis, 11002 203rd Ave E, Bonney Lake, spoke about the Beautify Bonney Lake event on September 21st. She said this was the 10th annual event, with volunteers working at 22 sites around the city, coordinated by 35 team leaders, and supported by 46

sponsors. She said it was a very successful event and thanked the City and Council for being a great partner. She said the 11th annual event is scheduled for September 20, 2014. Mayor Johnson said he toured all the sites and that volunteers did a fantastic job, noting in particular the work on the Fennel Creek Trail, Cimmer property, and Ascent Park. Councilmember Rackley added that it was a very well-organized event.

- 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; close-out of the Resource Conservation Management Grant for energy conservation; maintenance and replacement of equipment in city facilities; proposed Resolution 2331 for an Interlocal agreement with AWC; and review of committee meeting notes.
- B. Community Development Committee / Economic Development Focus Group: Councilmember Rackley said the Committee met on September 16, 2013 and forwarded Resolutions 2329 and 2330 to the current agenda, as well as agenda bills AB13-112 and AB13-113 for acceptance of complete projects.
- C. Public Safety Committee: Councilmember Hamilton said the Committee has not met since the last Council Meeting.
- D. Other Reports:

Community Updates: Councilmember Lewis said he attended the White River Communities for Families meeting in Buckley. The group discussed the upcoming year's goals and projects, and their new Facebook page.

Councilmember Watson thanked councilmembers and staff who participated in Beautify Bonney Lake to make it a very successful event. He said a lot of businesses participated and provided equipment.

Councilmember Rackley reminded the Council that the East Pierce Fire & Rescue annual Open House event is scheduled on Saturday, September 28, 2013 from 1:00 to 4:00 p.m. at the Public Safety Building in Bonney Lake.

Mayor Johnson noted that Senator Pam Roach is hosting an open meeting about fishing in Lake Tapps on September 25, 2013 at 7:00 p.m. at the Public Safety Building in Bonney Lake. He said representatives from the Department of Fish and Wildlife will also be in attendance.

IV. CONSENT AGENDA:

- A. **Approval of Minutes**: September 3, 2013 Council Workshop Minutes and September 10, 2013 Council Meeting Minutes.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers**: Accounts Payable checks/vouchers #66990-67023 (including wire transfer #'s 20130903, 201309031, 201309032, and 201309033) in the amount of \$540,009.99.

Accounts Payable checks/vouchers #67024-67026 in the amount of \$5,807.38 for Accounts Receivable deposit refunds.
 Accounts Payable checks/vouchers #67027-67063 (including wire transfer # 11898433) in the amount of \$571,752.34.
 Accounts Payable checks/vouchers #67064-67070 for Accounts Receivable deposit refunds in the amount of \$13,865.65.

- C. **Approval of Payroll:** Payroll for September 1-15th 2013 for checks #31326-31351 including Direct Deposits and Electronic Transfers is \$453,666.88.
- D. **AB13-114 – Resolution 2326** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Locust Avenue Extension Water Main Construction Project To Northwest Cascade, Inc.
- E. **AB13-117 – Resolution 2329** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding A Professional Services Agreement To Utility Services Associates For The 2013 Fall Leak Detection Program.
- F. **AB13-118 – Resolution 2330** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding A Professional Services Agreement To TMG Services For The Tacoma Point Onsite Generation Upgrade.
- G. **AB13-112** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Justice & Municipal Center Tenant Improvements – Phase 2 Project With JB Construction Consulting, Inc.
- H. **AB13-113** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Ponderosa Estates Waterline Replacement Project With Pape & Sons Construction, Inc.

Councilmember Hamilton moved to approve the Consent Agenda. Councilmember Lewis seconded the motion.

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES:

- A. **AB13-115 – Resolution 2327** – A Resolution Of The City Council Of The City Of Bonney Lake, Washington, Awarding The Eastown Sanitary Sewer Main (Phase 2 – Lift Station) Construction To Road Construction Northwest, Inc.

Councilmember Rackley moved to approve Resolution 2327. Deputy Mayor Swatman seconded the motion.

**Resolution 2327 approved 6 – 1.
 Councilmember McKibbin voted no.**

VI. COMMUNITY DEVELOPMENT ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

- A. **AB13-97 – Ordinance 1466 [D13-97]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Sections 14.20.010, 14.20.020, 14.140.020, 14.140.120, And 18.52.030 Relating To Site-Specific Comprehensive Plan Amendments And Site-Specific Zoning Reclassifications.

Councilmember Lewis moved to approve Ordinance 1466. Councilmember Watson seconded the motion.

Ordinance 1466 approved 7 – 0.

- B. **AB13-98 – Ordinance 1467 [D13-98]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Section 17.16.010 To Change The Timeframes For The Submittal Of Final Plats.

Councilmember Rackley moved to approve Ordinance 1467. Councilmember Lewis seconded the motion.

Community Development Director Vodopich said this ordinance will bring the City’s municipal code into accordance with State law, which changed the timeframe for final plats to ten years.

Ordinance 1467 approved 7 – 0.

- C. **AB13-116 – Resolution 2328** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Establishing The Vision And Goal Statements Of The City’s Economic Vitality Element Of The Comprehensive Plan.

Councilmember Watson moved to approve Resolution 2328. Councilmember Lewis seconded the motion.

Deputy Mayor Swatman thanked the staff and councilmembers who worked on the statement. Councilmember Watson said this provides a clear, concise vision of the Council’s goals for businesses. Councilmember Minton-Davis thanked Senior Planner Jason Sullivan in particular for his work researching and gathering information for this element.

Resolution 2328 approved 7 – 0.

IX. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(1)(b), the Council adjourned to an Executive Session at 7:36 p.m. for 30 minutes to discuss potential property acquisition, with possible action after the session. The City Council returned to Chambers at 8:01 p.m.

Councilmember Rackley moved to amend the Council’s rules to amend the agenda. Deputy Mayor Swatman seconded the motion.

Motion to amend the agenda approved 7 – 0.

Mayor Johnson said he would like the Council to consider adding a resolution to the agenda to ratify a purchase and sale agreement signed on September 17, 2013 by himself and Ken Love, who owns property at Victor Falls.

Councilmember Rackley moved to approve AB13-123 – Resolution 2333 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying A Purchase And Sale Agreement To Acquire The Ken Love Property At 18212 Rhodes Lake Rd E, Pierce County Parcel Number 0519092005. Councilmember Watson seconded the motion.

Deputy Mayor Sawtman congratulated all those who helped work on this agreement. He said the property is adjacent to Victor Falls and the City-owned property for the water source at Victor Falls. He said the property is a possible terminus for the Fennel Creek Trail, and Mayor Johnson has been working with the owner, Mr. Love, who approached the City with an offer to sell the property. The Deputy Mayor said this property is not yet ready for public access, but it will be used for years to come and is one of the best actions done in his time as a Councilmember.

Mayor Johnson said the property is being purchased at the market price of \$375,000 with the City paying the excise tax, and allowing the current owner to live on the property for six months. He said this acquisition will give the City ownership of Victor Falls, and it is a great opportunity for the City.

Councilmember Hamilton said he has had concerns for public safety at the falls for years, and congratulated the Mayor and Deputy Mayor for their work to negotiate with Mr. Love for this property. Councilmember Rackley added that the property will provide a viewpoint for the falls.

Resolution 2333 approved 7 – 0.

X. ADJOURNMENT:

At 8:06 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the September 24, 2013 Meeting:

- Pat and Warren Swift, Bonney Lake Property Owners – *Statement re: Public Hearing AB13-111.*
- Bill Moffit, Kahne Properties, LLC – *Letter from Landmark Development Group, LLC to John Vodopich re: Eastown – Kahne Multifamily (September 18, 2013).*

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

Department/Staff Contact: ASD / Jenna Richardson	Meeting/Workshop Date: 8 October 2013	Agenda Bill Number: AB13-119
Agenda Item Type: Resolution	Ordinance/Resolution Number: Res 2331	Councilmember Sponsor:

Agenda Subject: Interlocal Agreement with the Association of Washington Cities for Benefits

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Enter Into An Interlocal Agreement For Benefits With The Association Of Washington Cities.

Administrative Recommendation: Approve

Background Summary: The Association of Washington Cities Benefit Trust (the "Trust") has provided some type of benefit to all employees for many years and recently the Board of Trustees determined that it is economically feasible and beneficial to participating entities for the Trust to be self insured starting January 1, 2014. State laws and regulations require all participating organizations in a self insured plan enter into an Interlocal Agreement. By entering into an Interlocal Agreement with the Trust, the City will see no cost increase in benefits for the year 2014.

Attachments: Resolution No. 2331; AWC Health Care Program Interlocal Agreement

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

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Finance Committee Date: 24 September 2013	<i>Approvals:</i> Chair/Councilmember Swatman Councilmember Hamilton Councilmember McKibbin	Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Commission/Board Review:	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 8 October 2013	Tabled to Date:

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

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RESOLUTION NO. 2331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT FOR BENEFITS WITH THE ASSOCIATION OF WASHINGTON CITIES.

WHEREAS, the Association of Washington Cities Employee Benefit Trust (the “Trust”) is an entity to which contributions by cities and towns and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” and “Participating Non-City Entities”) and their employees can be paid and through which the Board of Trustees of the Trust (“Trustees”) provides one or more insured health and welfare benefit plans or programs to Participating Cities and Towns’ and Non-City Entities’ employees, their dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code, providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and Participating Cities and Towns and Non-City Entities have determined that it is in the best interest of Participating Cities and Towns and Non-City Entities to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which other insured health and welfare benefit program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, the Association of Washington Cities Employee Benefit Trust Interlocal Agreement (the “Interlocal Agreement”) attached hereto creates a joint self-insured health and welfare benefit program (the “Health Care Program”) to be administered by the Trustees for the purposes of providing self-insured health benefits to Beneficiaries; and

WHEREAS, WAC 200-110-030 requires every local government entity participating in a joint self-insurance health and welfare benefit program to adopt such program by resolution; and

WHEREAS, Chapter 48.62 requires Health Care Program assets to be managed consistent with existing authority over use of municipal funds in RCW 35.39.030. The Trust will

manage Health Care Program reserves in compliance with Chapter 48.62 RCW; RCW 35.39.030, and the Health Care Program Investment Policy; and

WHEREAS, all premium contributions for use in the Health Care Program are deposited into a designated account within the Trust, the Health Care Program Account (the “HCP Account”), and the HCP Account represents a pool of funds that is independent of all other Trust or AWC funds; and

WHEREAS, the Trust intends to manage the HCP Account assets in compliance with federal and state laws and the Interlocal Agreement; and

WHEREAS, the City of Bonney Lake believes it is in the best interest of the Health Care Program to allow the Trust to manage the HCP Account; and

WHEREAS, that by adopting this Interlocal Agreement, the City of Bonney Lake acknowledges it shall be subject to assessments as required by the Health Care Program;

NOW THEREFORE, BE IT RESOLVED, that the City Council of Bonney Lake, does hereby authorize the Mayor to sign the attached Interlocal Agreement with the Association of Washington Cities creating the Health Care Program.

PASSED BY THE CITY COUNCIL this 8th day of October, 2013.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

**ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST
HEALTH CARE PROGRAM
INTERLOCAL AGREEMENT**

This Agreement is made and entered into in the State of Washington by and among the Association of Washington Cities Employee Benefit Trust (the “Trust”) and cities and towns, and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” or “Participating Non-City Entities”), all of whom are signatories to this Agreement.

RECITALS

WHEREAS, the Trust is an entity to which contributions by Participating Cities and Towns and Non-City Entities (defined below) and Participating Employees (defined below) are paid and through which the Board of Trustees provides one or more insured health and welfare benefit plans or programs to Participating Employees, their covered dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code (“VEBA”), providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and the Participating Cities and Towns have determined that it is in the best interest of Participating Cities and Towns to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which health and welfare benefit plan or program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement (defined below) to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, each local government entity that is a signatory hereto, as required by WAC 200-110-030, acts upon the authority of a resolution adopting this Agreement and the Health Care Program (defined below) created herein;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The following are definitions of terms used in the Agreement. Unless indicated otherwise, other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

- 1.1 **Agreement** means this Interlocal Agreement entered into under the authority of Chapter 39.34 RCW and as required by RCW 48.62.031(2) between the Trust and Participating Employers.
- 1.2 **Association of Washington Cities** or **AWC** means the Association of Washington Cities, a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities.
- 1.3 **Association of Washington Cities Employee Benefit Trust** or the **Trust** means the trust and all property and money held by such entity, including all contract rights and records, established for the sole purpose of providing life, sick accident or other health and welfare benefits to Participating Employees, their covered dependents and other beneficiaries, and which is approved by the Internal Revenue Service as a VEBA.
- 1.4 **Employee Benefits Advisory Committee** or **EBAC** means the committee defined in Article V of the Trust Agreement that may be delegated responsibility by the Board of Trustees, including but not limited to: overseeing the operations of the Health Care Program, analyzing and developing annual premium levels and benefit coverage changes for recommendation to the Board of Trustees and performing other duties necessary to ensure that the needs of Participating Employers are met and the long-term financial health of the Health Care Program is maintained.
- 1.5 **Health Care Program** means the joint self-insurance program offering self-insured health benefit options through the HCP Account.
- 1.6 **HCP Account** means a designated account within the Trust and created by this Agreement, the Trust Agreement and Trust Health Care Program policies all under the authority of Chapter 48.62 RCW to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries and further described in Article 6.
- 1.7 **Non-City Entity** means any public agency, public corporation, intergovernmental agency or political subdivision, within the state of Washington that meets the requirements of Article IX, Section 1(c)(ii) and (iii) of the Trust Agreement for participation in the Health Care Program.
- 1.8 **Participating City** means any city or town within the state of Washington that meets the requirements of Article IX, Section 1(a) or Section 1(b) of the Trust Agreement.

- 1.9 **Participating Employee** means any individual employed by a Participating Employer and for whom the Participating Employer makes contributions to the Trust, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
- 1.10 **Participating Employer** means a Participating City or Non-City Entity that is also a party to this Agreement.
- 1.11 **Resolution** means the resolution adopted by each Participating City or Non-City Entity that authorizes the Health Care Program.
- 1.12 **State Risk Manager** or **Risk Manager** means the risk manager of the Risk Management Division within the Department of Enterprise Services.
- 1.13 **Stop Loss Insurance** or **Reinsurance** means a promise by an insurance company that it will cover losses of the Health Care Program over and above an agreed-upon individual or aggregated amount, which definition shall be modified by any changes to the definition of stop loss insurance in WAC 200-110-020.
- 1.14 **Third-Party Administrator** means the independent association, agency, entity or enterprise which, through a contractual agreement, provides one or more of the following ongoing services to the Health Care Program: pool management or administration services, claims administration services, risk management services, or services for the design, implementation, or termination of an individual or joint self-insurance program.
- 1.15 **Trust Agreement** means the Trust Agreement Governing the Trust amended and restated July 1, 2013, and any subsequent amendments thereto.
- 1.16 **Trustees** or **Board of Trustees** means the following individuals and their successors, who together, govern the Trust and the Health Care Program:
 - 1.16.1 the AWC President and the AWC Vice President;
 - 1.16.2 the EBAC Chair and the EBAC Vice Chair; and
 - 1.16.3 an individual elected pursuant to the procedures in Article III, Section 5 of the Trust Agreement to serve as the trustee from one of the following regions:
 - (a) North East Region (known as the “North East Region Trustee”);
 - (b) North West Region (known as the “North West Region Trustee”);
 - (c) South East Region (known as the “South East Region Trustee”); and
 - (d) South West Region (known as the “South West Region Trustee”).

Individuals from Non-City Entities are not eligible to serve as Trustees.

ARTICLE 2

PURPOSE

This Agreement is entered into for the purpose of authorizing the Health Care Program created by the Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries. The Health Care Program shall comply with the statutory provisions found in Chapters 48.62 and 39.34 RCW and the regulatory requirements contained in WAC 200-110 applicable to joint self-insurance programs.

ARTICLE 3

PARTIES

Each party to this Agreement certifies that it intends to participate in the Health Care Program. Participating Employers are signatories of this Agreement to become effective on a date to be mutually determined (the "Effective Date") and with such other Participating Cities and Non-City Entities as may later be added to and become signatories to this Agreement.

ARTICLE 4

DURATION OF AGREEMENT

- 4.1 This Agreement shall become effective on the Effective Date.
- 4.2 This Agreement shall have perpetual duration unless terminated as hereinafter provided.

ARTICLE 5

MEMBERSHIP COMPOSITION

The Health Care Program shall be open to Participating Cities and Non-City Entities. Participation in the Health Care Program is voluntary and not a requirement of AWC membership. The Board of Trustees shall provide for the reasonable admission of new Participating Cities and Non-City Entities.

ARTICLE 6

HCP ACCOUNT

- 6.1 All premium contributions by Participating Employers, Non-City Entities and Participating Employees for use in the Health Care Program are deposited into the HCP Account.
- 6.2 The HCP Account represents a pool of funds that is independent of all other Trust or AWC funds and independent of all other Participating Employer and Non-City Entity funds. The funds deposited into the HCP Account are held, managed and expended only for the Health Care Program and reasonable expenses, consistent with applicable state

and federal statutes and rules governing joint self-insurance programs and self-insurance programs generally.

- 6.3 The HCP Account is subject to audit by the State Auditor's Office.

ARTICLE 7

TRUSTEE POWERS RELATED TO HEALTH CARE PROGRAM

The Board of Trustees is provided with the powers and functions established under RCW 48.62.031 to accomplish the following:

- 7.1 Promote the economical and efficient means by which health benefits coverage is made available to Participating Employers and Non-City Entities and provided to Participating Employees, their covered dependents and other beneficiaries;
- 7.2 Protect the financial integrity of the Health Care Program through purchase of Stop Loss Insurance or Reinsurance in such form and amount as needed;
- 7.3 Contract for or otherwise provide risk management and loss control services;
- 7.4 Contract for or otherwise provide legal counsel for the defense of claims and other legal services;
- 7.5 Consult with the state insurance commissioner and the State Risk Manager;
- 7.6 Obligate the Participating Employers and Non-City Entities to pledge revenues or contribute money to secure the obligations or pay the expenses of the Health Care Program, including the establishment of a reserve or fund for coverage; and
- 7.7 Exercise all other powers and perform all other functions reasonably necessary to carry out the purposes of the Health Care Program, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 8

ORGANIZATION OF HEALTH CARE PROGRAM

- 8.1 The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Trustees or any delegates review and analyze Health Care Program-related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW.
- 8.2 The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 9

RESPONSIBILITIES OF THE TRUSTEES

- 9.1 The Board of Trustees shall discharge its responsibilities under this Agreement as follows:
 - 9.1.1 Provide for the efficient management and operation of the Health Care Program;
 - 9.1.2 Provide for health benefit coverage options for Participating Employees, their covered dependents and other beneficiaries;
 - 9.1.3 Determine the level of Stop Loss Insurance or Reinsurance coverage for claims expenses above the amounts deemed appropriate for self-insurance;
 - 9.1.4 Ensure that the Health Care Program meets required state and federal statutes and rules;
 - 9.1.5 Contract with vendors required to meet the responsibilities established by the Trust Agreement, Health Care Program policies, and applicable state and federal statutes and rules;
 - 9.1.6 Maintain the balance between meeting the Health Care Program needs of Participating Employers and the long-term financial integrity of the Health Care Program;
 - 9.1.7 Prepare an annual financial report on the operations of the Health Care Program; and
 - 9.1.8 Provide for other services deemed appropriate by the Board of Trustees to meet the purposes of this Agreement.
- 9.2 The Board of Trustees may delegate the responsibilities described in this Article 9 to the EBAC or other delegates at its complete discretion.

ARTICLE 10

RESPONSIBILITIES OF THE PARTICIPATING EMPLOYERS

In order to participate in the Health Care Program, Participating Employers shall:

- 10.1 Be a Participating City or Non-City Entity in good standing and comply with the requirements of admission or qualification as established by the Board of Trustees;
- 10.2 Adopt this Agreement by Resolution, agreeing to its terms and provisions;
- 10.3 Submit the Resolution and Agreement to the Trust;

- 10.4 Read the terms, conditions and representations set forth in the application agreement related to participation in the Health Care Program;
- 10.5 Designate an employee of the Participating Employer to be a contact person for all matters relating to the Participating Employer's participation in the Health Care Program;
- 10.6 Pay premiums for the Health Care Program to the Third-Party Administrator no later than the tenth day of the month in which the premium is due;
- 10.7 By formal action of the legislative body of the Participating Employer, approve policies and procedures necessary to secure protected health information ("PHI") in accordance with Chapter 70.02 RCW and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules, codified at 45 C.F.R. Parts 160-164;
- 10.8 Provide the Health Care Program with such information or assistance as is necessary for the Health Care Program to meet its responsibilities under this Agreement; and
- 10.9 Cooperate with and assist the Health Care Program and any insurer of Stop Loss Insurance or Reinsurance, in all matters relating to the administration and operation of the Health Care Program and all matters relating to this Agreement.
- 10.10 Comply with all bylaws, rules, regulations and policies adopted by the Board of Trustees relating to the Health Care Program.

ARTICLE 11

RESERVE FUND INVESTMENT

All reserve fund investments from the HCP Account shall be made in a manner that is consistent with RCW 48.62.111, Chapter 39.59 RCW, WAC 200-110-090 and the Health Care Program Investment Policy.

ARTICLE 12

FINANCIAL RECORDS

- 12.1 The Board of Trustees shall develop estimated revenue and expenditures to establish a budget for each fiscal year covering January 1 through December 31 annually. Actual Health Care Program revenues and expenditures shall be monitored monthly by the Board of Trustees and reported at its quarterly meetings.
- 12.2 The accounting records of the Health Care Program are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Health Care Program also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. Once reviewed and approved by the

Office of the State Auditor the year-end financial report is transmitted to the Office of the State Risk Manager.

- 12.3 Financial records of the Health Care Program shall be subject to audit by the Office of the State Auditor. Year-end financial reports and audit results shall be made available to interested parties. The Health Care Program shall provide financial information as required by state statute and rule to the Office of the State Risk Manager.

ARTICLE 13

PARTICIPATING EMPLOYER TERMINATION AND WITHDRAWAL

- 13.1 A Participating Employer must remain in good standing with the Trust and adhere to the requirements of this Agreement. In the event that a Participating Employer fails to be a Participating City or Non-City Entity in good standing, participation in the Health Care Program shall automatically terminate without notice as shall all health and welfare benefits provided through the Health Care Program.
- 13.2 The Board of Trustees may take action to terminate membership or deny membership in the Health Care Program where it determines that such termination or denial is in the best interest of the Health Care Program
- 13.3 When a Participating Employer's eligibility in the Health Care Program is affected due to merger or annexation, the affected Participating Employer may petition the Board of Trustees to remain in the Health Care Program.
- 13.4 A Participating Employer may only withdraw its participation in the Health Care Program at the end of the calendar year and must provide written notice to the Trust at least thirty-one (31) days in advance of the end of the calendar year (December 31st).
- 13.5 In the event of withdrawal or non-renewal, the Health Care Program will cover any of the Participating Employer's remaining outstanding Health Care Program claims expenses incurred prior to the Participating Employer's withdrawal from or non-renewal in the Health Care Program.
- 13.6 No Participating Employer, because of withdrawal or any other reason, has any right or interest in the HCP Account because of its nature as a rate stabilization fund. In the event any Participating Employer withdraws from the Health Care Program, its Participating Employees, their covered dependents and other beneficiaries and any Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) participants and contract personnel and dependents approved by the Board of Trustees, shall forfeit all right and interest to the HCP Account.

ARTICLE 14

TERMINATION OF HEALTH CARE PROGRAM

- 14.1 In the event the Health Care Program is terminated, the Board of Trustees shall distribute the remaining funds in the HCP Account to the Trust or any successor association authorized by Chapter 39.34 RCW for like purposes for use in any program with similar purposes.
- 14.2 Upon termination, this Agreement and the HCP Account shall continue for the purpose of paying remaining outstanding claims and expenses and fulfilling all other functions necessary to complete the business of the Health Care Program.

ARTICLE 15

MEETINGS, NOTICES AND COMMUNICATIONS

- 15.1 The Board of Trustees and the EBAC, if any responsibilities for Trust management have been delegated thereto, shall provide notice of their regular and special meetings and hold their meetings in accordance with Chapter 42.30, RCW Open Public Meetings Act.
- 15.2 Communications with Participating Employers may occur using mail, email or posting on the Health Care Program website. The website shall be partitioned to provide information for the general public and information specific to Participating Employers and their employees.
- 15.3 Communications may come directly from the Health Care Program, through the Third-Party Administrator or through another vendor on behalf of the Health Care Program.

ARTICLE 16

AMENDMENTS TO INTERLOCAL AGREEMENT

- 16.1 The Board of Trustees shall review and analyze any proposed amendment to this Agreement. An amendment may be proposed for review by any party to this Agreement.
- 16.2 The Board of Trustees upon its discretion may take action by resolution on any amendment at any regular meeting of the Board of Trustees.

ARTICLE 17

PROHIBITION ON ASSIGNMENT

- 17.1 No Participating Employer may assign any right or claim of interest it may have under this Agreement.

- 17.2 No creditor, assignee or third-party beneficiary of any employer shall have the right, claim or title to any party, share, interest, premium or asset of the Trust, HCP Account or the Health Care Program.

ARTICLE 18

HEALTH CLAIM DISPUTES AND APPEALS

In the event that a dispute arises over a health claim, the procedures, adjudication requirements and administrative remedies shall be found in the Health Care Program's plan document applicable to the Health Care Program covering the claimant.

ARTICLE 19

PLAN ADMINISTRATION DISPUTES AND APPEALS

- 19.1 In the event that a dispute arises between a Participating Employer and the Health Care Program, the Participating Employer shall document the circumstances causing the dispute and submit a written request for review of the disputed circumstances to the Board of Trustees. Upon review of such information, the Board of Trustees shall attempt to resolve the dispute.
- 19.2 If the Board of Trustees' resolution to the dispute is deemed unsatisfactory, then alternative dispute resolution through mediation or binding arbitration may be necessary.

ARTICLE 20

ENFORCEMENT OF TERMS OF AGREEMENT

- 20.1 The Board of Trustees may enforce the terms of this Agreement.
- 20.2 In the event legal action is initiated to enforce any term or provision of this Agreement against any present or previous Participating Employer, the prevailing party shall receive such reimbursement of costs as the court deems reasonable for attorneys' fees and costs related to the relevant legal action.

ARTICLE 21

DEFAULT

- 21.1 If any Participating Employer fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Board of Trustees has given the Participating Employer written notice describing such failure, the Participating Employer shall be considered in default.
- 21.2 Upon default, the Board of Trustees may immediately cancel the Participating Employer's participation in the Health Care Program without additional notice or exercise some other remedy otherwise provided by law.

- 21.3 The rights and remedies of the Board of Trustees are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

ARTICLE 22

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver or right to demand payment of all sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 23

CONTRACT MANAGEMENT

The Health Care Program shall designate a person to whom the State Risk Manager shall forward legal process served upon the Risk Manager; **The AWC Chief Executive Officer** (designee or successor). **The Health Care Program Director** shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

ARTICLE 24

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 25

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 26

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 27

AGREEMENT COMPLETE

This Agreement and the documents referenced herein contains all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

Association of Washington Cities
Employee Benefit Trust

Participating Employer

Signature: 

Signature: _____

Name: **Michael A. McCarty**

Name (print): _____

Title: Chief Executive Officer

Title: _____

Date: August 30, 2013

Date: _____

Effective Date: January 1, 2014

Self-Funded Health Care Program

On August 26, 2013, the State Risk Manager approved the AWC Trust's application to self-insure the medical plans through Group Health and Regence Blue Shield, the Vision Service Plan, and Washington Dental Service plan effective January 1, 2014. The remaining insurance products will continue to be fully-insured. This fact sheet is intended to provide background of the Trust and insight into the Board of Trustee conversation ultimately leading to the decision to self-insure.

Trust history

The AWC Employee Benefit Trust is a Voluntary Employees' Beneficiary Association (VEBA), as defined in IRC 501 (c) (9). The Trust was formed in 1970 by the Association of Washington Cities to offer affordable coverage for its cities and towns with participants in Law Enforcement Officers and Fire Fighters Pension Plan 1 (LEOFF 1). Since that time, the Trust has broadened its insured membership to include all walks of municipal government and their families. Today, the Trust serves 275 participating entities and insures approximately 36,000 employees and family members.

The Trust currently offers medical, dental, vision, employee assistance program, life insurance, long-term disability insurance, and long-term care insurance.

In 1984, the Board of Trustees proved to be true visionaries in the health care industry and adopted an innovative health promotion project (wellness) as a cost containment tool. Today, the award-winning Total Health Management services of the Trust (available to Regence and Group Health medical subscribers) continues to reduce health care costs and improve quality of life for our insured members.

The AWC Trust, one of the first of its kind as a municipal league pool, is nationally recognized for excellence and innovation. Industry respect and long-term, stable relationships with insurance carriers, vendors, and consultants have benefited the pool members with quality health care programs, trust-worthy technical assistance and financial predictability. Customer advocacy and member-driven decisions continue to be the cornerstone of the Trust mission, vision and goals.

Planning retreat priority: self-insurance

As one of the highest priorities emerging from the 2011 Long Range Strategic Planning Retreat, the Trustees dedicated its 2013 meetings to learning about the world of self-insurance; hearing in-depth analysis from benefit, legal and actuarial consultants; and weighing the pros and cons of self-insuring the health care plans.

On July 25, Trustees instructed staff and consultants to proceed with a self-insurance application to the State Risk Manager. Approval was granted on August 26, and the Trust will transition its **Regence/Asuris, Group Health, WDS and VSP** plans to self-insurance effective January 1, 2014.

Self-Insurance means a formal program of advance funding and management of entity financial exposure to a risk of loss that is not transferred through the purchase of an insurance policy or contract.

Cost savings

One of the overriding factors in the decision is the potential for cost savings to members. Self-insurance allows the Trust to eliminate several taxes mandatory for fully insured plans including a 2% state tax and a 2% - 3% new 2014 federal insurer tax. While our retention and stop loss fees were extremely competitive as a fully insured plan, these fees were also lowered with the aid of a competitive self-insurance marketplace. Along with all these cost savings, we'll be able to focus on our own trend line, which has been lower than carriers' trends for many years. This bodes well for not only this year's rate projections, but future year's as well.

The transition to self-insurance will not change the manner in which plans are rated (i.e., the Trust will continue to pool all member claims rather than develop rates based upon individual employer loss experience). However, the discussion of large city claims rating is slated to be discussed by the Board of Trustees in 2014, and being self-insured certainly enables a broader scope of analysis.

With all these factors considered, the Trust’s 2014 rate projections are very favorable with 0% increase projected for most plans.

Self-insurance plans		Fully-insured plans	
Regence/Asuris Medical	0%	LEOFF I Medicare Advantage Plan	8%
Group Health Medical	0%	Willamette Dental	0%
WDS Dental	0%	Life & LTD	0%
VSP Vision	0%	EAP	0%

Final rates will be adopted by the Board of Trustees on September 26. Look to our website by end of day on Friday, September 27, for an updated posting.

WellCity rate impact

The WellCity discount is 2% less than the base rate. Ongoing WellCity Award recipients - your current rate will be 2% less than the base rate - which means your rate stays the same. For cities earning the 2013 WellCity Award for the first time, you’ll get a 2% discount on the 2014 base rate, meaning your rate this year is actually a 2% savings from your 2013 rate.

Employee impacts

For now, know that the impact to employees and their family members is minimal to none:

- Benefit plan designs remain the same, including the mandated benefit changes under the ACA for 2014
- Employees have access to the same provider networks.
- Claims will be processed by the same carriers.
- It is possible that a new ID card will be generated.

Member employer impacts

Impact to employers is equally minimal:

- Members will still be part of the Trust’s large pool, which will now be self-insured.
- The monthly bill will still be generated by NWA and due at the same time as current (by the 10th of the month).
- The most notable change for employers will be the council-adoption by resolution of an Interlocal Agreement between the jurisdiction and the AWC Trust.

Interlocal Agreement

RCW 48.62 authorizes local government entities to self-insure for health care benefits, and delegates rule-making authority and oversight to the Washington State Risk Manager. Chapter 200-110 Washington Administrative Code sets forth that members of the health care program (pool) must be a signatory to the health care program’s Interlocal Agreement, and the Interlocal Agreement must be adopted by the local governing body by resolution.

In order for the Trust to meet the state deadlines, member jurisdictions must provide the adopted resolution and Interlocal Agreement no later than **November 15, 2013**.

AWC Employee Benefit Trust Health Care Program reserve funding

Self-insured health care programs must establish reserves necessary to fund the termination costs of the program and to insulate the program against unusual severity or frequency of claims. The Board of Trustees have pledged reserve funds pursuant to actuarially established amounts to satisfy this requirement.

Health Care Program 2014 financials at a glance	
Beginning program deposits/assets ¹	\$15,420,000
Projected employer contributions	\$174,672,167
Projected employee contributions	\$19,408,091
Other projected revenues	\$308,400
Total projected revenues	\$194,388,586
Projected claims payments	\$179,155,972
Projected operational expenses ²	\$12,334,777
Projected Stop Loss Insurance Policy	\$813,875
Projected Wellness Program expenses	\$1,775,561
Total projected annual expenses	\$194,080,186
Projected year-end program assets/reserves	\$15,728,400

¹Projected reserves as of December 31, 2013 are \$75,471,971 of which \$15,420,000 are pledged as beginning health care program assets.

²Includes claims adjudication, broker fee-for-service, actuary, legal, consultants, and operations.

Questions

As always, the Trust is committed to communicating with members. You can expect ongoing communications in upcoming **For Your Health** e-newsletters. If you have any questions regarding the Trust’s decision to self-insure, the new rate projections, or the Interlocal Agreement feel free to contact an AWC Trust staff member at 1-800-562-8981 or benefitinfo@awcnet.org.

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

Department/Staff Contact: CD/Cole Elliott	Meeting/Workshop Date: 8 October 2013	Agenda Bill Number: AB13-120
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2332	Councilmember Sponsor: Randy McKibbin

Agenda Subject: Water and Sewer Developer Extension Agreement between Renwood LLC and City.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water And Sewer Developers Extension Agreement Between Renwood, LLC And The City Of Bonney Lake.

Administrative Recommendation:

Background Summary: Renwood LLC (Tarragon) plans on developing 186 unit, 10 building complex at the intersection of 90th Street East and 186th Avenue East (Parcel Numbers 7000310310, 5640001780 and 0520337004).
Attachments:

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
n/a			
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	CDC-EDFG Date: 1 October 2013	Approvals: Chair/Councilmember Randy McKibbin Councilmember Tom Watson Councilmember Katrina Minton-Davis	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Yes</th> <th style="width: 50%;">No</th> </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: <i>John Vodopich</i>	Mayor:	Date Reviewed by City Attorney: (if applicable):

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RESOLUTION NO. 2332

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER AND SEWER DEVELOPER EXTENSION AGREEMENT WITH RENWOOD LLC FOR THE RENWOOD APARTMENTS.

WHEREAS, Renwood LLC has proposed 186 unit Multi-family complex located the intersection of 90th Street East and 186th Avenue East in Bonney Lake, Pierce County, Washington. This project is inside the Bonney Lake city limits; and

WHEREAS, the City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water and sewer improvements to the City's system. The City Council finds that it is in the public interest that this agreement be carried out at this time;

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 Water and Sewer Developer Extension Agreement with Renwood LLC for the Renwood Apartments project.

PASSED by the City Council this 8th day of October, 2013.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney



WATER & SEWER DEVELOPERS
AGREEMENT

PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and Remwood LLC, hereinafter referred to as "Developer".

WITNESSETH: That whereas the City of Bonney Lake, a municipal corporation, provides WATER & SEWER service within the corresponding WATER & SEWER service area boundary, and the above-named Developer is preparing to construct a WATER & SEWER system, or additions thereto, and said development requires the City's WATER & SEWER service;

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Developer agrees to design and/or construct the WATER & SEWER system, or additions thereto, to be connected to the City's WATER & SEWER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER & SEWER system, or additions thereto shall be located within that area commonly referred to as Remwood, which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".
- II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER & SEWER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER & SEWER plan, which agreement shall include oversizing of WATER & SEWER mains as may be identified in the City's adopted WATER & SEWER comprehensive plan.
 - A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.
 - B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.
- III. The developer agrees that the construction of the WATER & SEWER system, or additions thereto, shall not commence until the following conditions have been fulfilled:
 - A. The developer shall furnish the City with three (3) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.

- B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.
- C. Minimum requirements for all plans for WATER & SEWER system, or additions thereto, submitted to the City for review are:
 - 1. Three (3) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant.
 - 2. A preliminary plat of the area in which said WATER & SEWER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.
 - 3. A map showing the location of the plat in relation to the surrounding area.
 - 4. A contour map of the plat with contour intervals of two feet or less.
 - 5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.
 - 6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
 - 7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.
 - 8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.
 - 9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".
 - 10. Approvals from all regulatory agencies.
- D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:
 - 1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER & SEWER improvements.

2. All lots shall be fully staked to assist all parties involved in the proper location of the WATER & SEWER system including services.
 3. All hydrants and valves shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to "approval construction drawings" may be warranted and required by the City, based on actual local field conditions.
 4. All contractors and subcontractors shall have a current Washington State Contractors License.
 5. The Developer's WATER & SEWER system, or additions thereto, on Premises shall not be connected to the City WATER & SEWER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.
- E. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to defend and hold the City harmless from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Developer's express or implied obligations under this Agreement. The Developer waives any right of contribution against the City.

It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or Subcontractor under Workman's Compensation Acts, disability benefits acts or other employees' benefit acts. The City and the Developer agree that all third party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered by the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. All investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, the City shall be responsible for all damages payable to the third party claimant. In the event that the City and the Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and the City, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court findings, and, in addition thereto, the Developer shall hereunder reimburse or pay the City for all damages paid or payable to the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25% negligent, the Developer shall not be required to indemnify the City for any amount in excess of 25% of the claimant's total damages.

The Developer shall ensure that all construction contracts entered into for the WATER and SEWER SYSTEM name the City of Bonney Lake as an additional insured.

- F. In the event the Developer in his operation damages or disrupts existing improvements, the repairs shall be made at the Developer's expense. In the event they are so damaged or the service disrupted and the Developer fails or is unable to immediately restore the service, then the Owners of the improvements may cause the repairs to be made by others and all costs for the same shall be at the Developer's own expense.

Where the construction crosses or is adjacent to existing utilities, the Developer shall exercise extreme care to protect such utilities from damage.

If any damage is done to an existing utility, the Developer shall notify the utility company involved who will dispatch a crew to repair the damage at the Developer's expense. All costs for the same shall be at the Developer's own expense.

The Developer shall be aware that some existing WATER & SEWER facilities are known to contain asbestos cement pipe. The Developer shall conduct all work related to existing asbestos cement pipe in strict accordance with WISHA safety regulations and provisions contained within WAC 296-62077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing, asbestos cement pipe, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air Pollution Control Agency. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the asbestos cement pipe shall be scored and broken in lieu of the sawing or other methods which release fibers into the atmosphere. Waste asbestos pipe shall be buried in the trench. Asbestos pipe to be abandoned in – place shall not be disturbed, except as noted herein, and shall remain in its original position.

The Developer is cautioned that all existing drainage systems, whether open ditch, buried pipe, or drainage structures, are not on record. It shall be the responsibility of the Developer to repair or replace all such systems found during construction, which are damaged by the Developer's construction in a manner which is satisfactory to the City.

Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangements in advance with such property owners, to insure that no conflicts will ensue after the property is restored as described above. The Developer will be required to furnish the City with a written release from said private property owners, if the City deems it to be necessary to obtain such document.

- IV. The construction, of the Developer's WATER & SEWER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on his construction schedule during, the various construction phases as requested by the City.
- V. The Developer further agrees to pay an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred.
- VI. The Developer's WATER & SEWER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:
 - A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
 - B. Payment of all permit fees and equivalent assessment changes and any other applicable City charges required for Premises.
 - C. Payment of all plan check and inspection fees.
 - D. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.
 - E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.
 - F. Furnish the City with a Bill of Sale conveying, the WATER & SEWER system to the City.
 - G. Furnish a two year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the WATER & SEWER system will be free of defects in labor and materials. Form to be prescribed by the City.
- VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.

- VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above , the City shall accept the WATER & SEWER system, and agree therewith to operate and maintain said system.
- IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this 19 day of September 2013

DEVELOPER: Mark D. Wain Date 9/19/13

Mark D Wain, President
Signature

Renwood LLC by Investco Finance Corp. manager
Company Title (as applicable)

1302 Payallup St
Address

Sumner WA 98390
City State Zip

Phone No. 253-863-6200 FAX No. _____

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this _____ day of _____ 20____

Neil Johnson Jr., Mayor

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT 'A'

PLAT NAME Renwood
DEVELOPER: Renwood LLC
LEGAL DESCRIPTION: (see attached)

CHICAGO TITLE COMPANY

Legal

PARCEL A:

ALL THAT PART OF THE SOUTH HALF OF LOT 27 AND A FRACTION OF LOT 29, MCDONALD FRUIT TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 31, RECORDS OF PIERCE COUNTY AUDITOR, LYING NORTHERLY AND EASTERLY OF STATE HIGHWAY NO. 5.

SITUATE IN THE CITY OF BONNEY LAKE, COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL B:

LOT 4, PIERCE COUNTY SHORT PLAT NUMBER 79-102, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1979 IN VOLUME 32 OF SHORT PLATS, PAGE 80, WHICH IS A RE-RECORD OF PIERCE COUNTY SHORT PLAT NUMBER 78-893, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 1978 IN VOLUME 31 OF SHORT PLATS, PAGE 30, RECORDS OF PIERCE COUNTY AUDITOR.

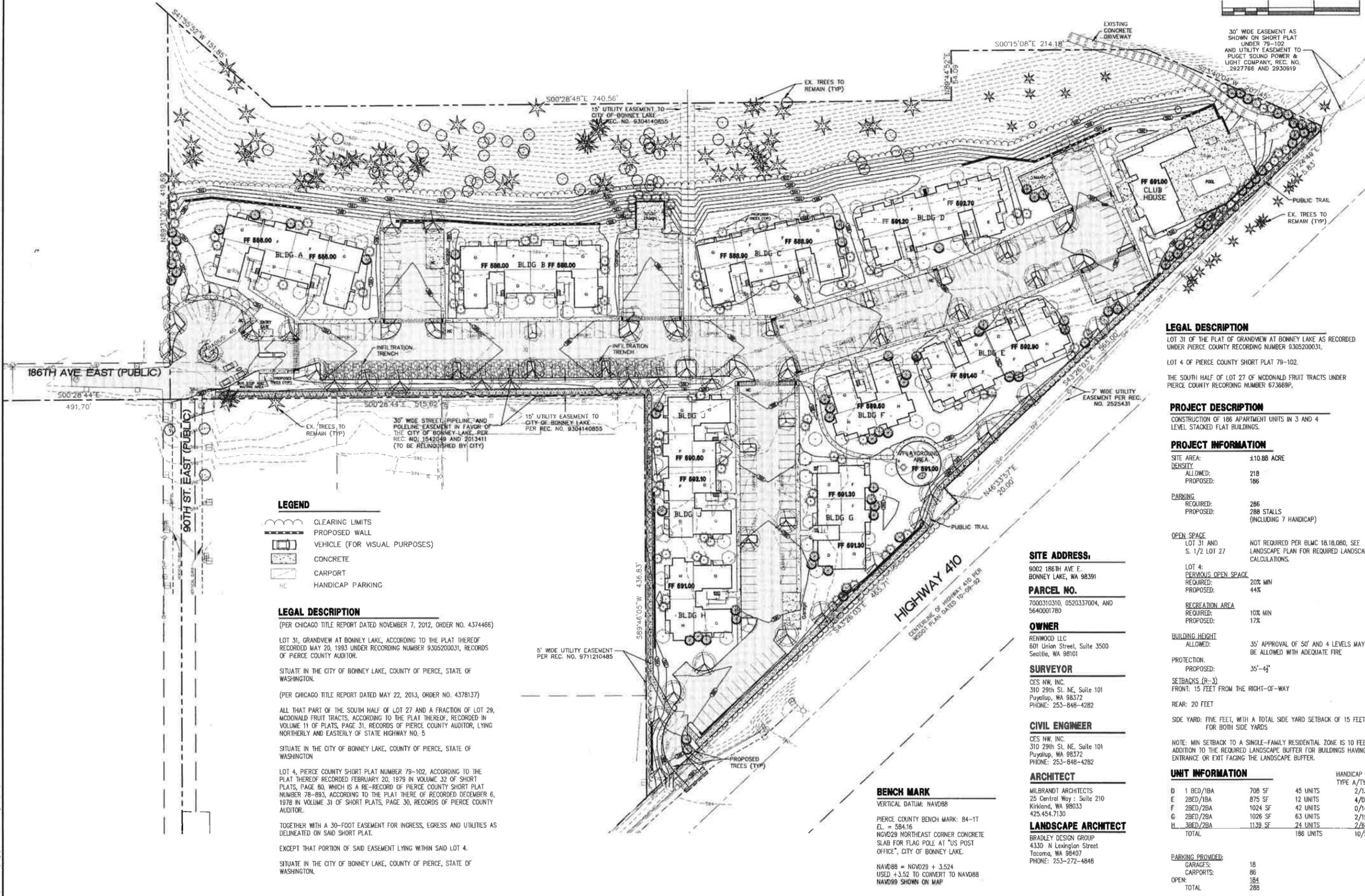
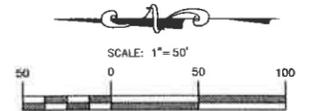
TOGETHER WITH A 30-FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON SAID SHORT PLAT.

EXCEPT THAT PORTION OF SAID EASEMENT LYING WITHIN SAID LOT 4.

SITUATE IN THE CITY OF BONNEY LAKE, COUNTY OF PIERCE, STATE OF WASHINGTON.

RENWOOD APARTMENTS

A PORTION OF NE 1/4 OF THE SW 1/4 OF SEC. 33, TWP. 20 NORTH, RNG. 5 EAST
WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON



LEGEND

- CLEARING LIMITS
- PROPOSED WALL
- VEHICLE (FOR VISUAL PURPOSES)
- CONCRETE
- CARPORT
- HC HANDICAP PARKING

LEGAL DESCRIPTION
(PER CHICAGO TITLE REPORT DATED NOVEMBER 7, 2012, ORDER NO. 4374466)

LOT 31, GRANDVIEW AT BONNEY LAKE, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1993 UNDER RECORDING NUMBER 9305200031, RECORDS OF PIERCE COUNTY AUDITOR.

SITUATE IN THE CITY OF BONNEY LAKE, COUNTY OF PIERCE, STATE OF WASHINGTON.

(PER CHICAGO TITLE REPORT DATED MAY 22, 2013, ORDER NO. 4378137)

ALL THAT PART OF THE SOUTH HALF OF LOT 27 AND A FRACTION OF LOT 29, MCDONALD FRUIT TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 31, RECORDS OF PIERCE COUNTY AUDITOR, LYING NORTHERLY AND EASTERLY OF STATE HIGHWAY NO. 5

SITUATE IN THE CITY OF BONNEY LAKE, COUNTY OF PIERCE, STATE OF WASHINGTON

LOT 4, PIERCE COUNTY SHORT PLAT NUMBER 79-102, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1979 IN VOLUME 32 OF SHORT PLATS, PAGE 80, WHICH IS A RE-RECORD OF PIERCE COUNTY SHORT PLAT NUMBER 78-893, ACCORDING TO THE PLAT THERE OF RECORDED DECEMBER 6, 1978 IN VOLUME 31 OF SHORT PLATS, PAGE 30, RECORDS OF PIERCE COUNTY AUDITOR.

TOGETHER WITH A 30-FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON SAID SHORT PLAT.

EXCEPT THAT PORTION OF SAID EASEMENT LYING WITHIN SAID LOT 4.

SITUATE IN THE CITY OF BONNEY LAKE, COUNTY OF PIERCE, STATE OF WASHINGTON.

SITE ADDRESS:
9002 186TH AVE E.
BONNEY LAKE, WA 98391

PARCEL NO.
7000310310, 0520337004, AND
5640001780

OWNER
RENWOOD LLC
601 Union Street, Suite 3500
Seattle, WA 98101

SURVEYOR
CES NW, INC.
310 29th St. NE, Suite 101
Puyallup, WA 98372
PHONE: 253-848-4282

CIVIL ENGINEER
CES NW, INC.
310 29th St. NE, Suite 101
Puyallup, WA 98372
PHONE: 253-848-4282

ARCHITECT
MILBRANDT ARCHITECTS
25 Central Way, Suite 210
Kirkland, WA 98033
425.454.7130

LANDSCAPE ARCHITECT
BRADLEY DESIGN GROUP
4330 N Lexington Street
Tacoma, WA 98407
PHONE: 253-272-4848

BENCH MARK
VERTICAL DATUM: NAVD88
PIERCE COUNTY BENCH MARK: 84-1T
E.L. = 584.16
NGVD29 NORTHEAST CORNER CONCRETE
SLAB FOR FLAG POLE AT "US POST
OFFICE", CITY OF BONNEY LAKE.
NAVD88 = NGVD29 + 3.524
USED +3.52 TO CONVERT TO NAVD88
NAVD99 SHOWN ON MAP

LEGAL DESCRIPTION
LOT 31 OF THE PLAT OF GRANDVIEW AT BONNEY LAKE AS RECORDED UNDER PIERCE COUNTY RECORDING NUMBER 9305200031.
LOT 4 OF PIERCE COUNTY SHORT PLAT 79-102.
THE SOUTH HALF OF LOT 27 OF MCDONALD FRUIT TRACTS UNDER PIERCE COUNTY RECORDING NUMBER 673669P.

PROJECT DESCRIPTION
CONSTRUCTION OF 186 APARTMENT UNITS IN 3 AND 4 LEVEL STACKED FLAT BUILDINGS.

PROJECT INFORMATION

SITE AREA: 110.88 ACRE
DENSITY:
ALLOWED: 218
PROPOSED: 186

PARKING:
REQUIRED: 286
PROPOSED: 288 STALLS (INCLUDING 7 HANDICAP)

OPEN SPACE
LOT 31 AND S. 1/2 LOT 27
NOT REQUIRED PER BLWC 18.18.080, SEE LANDSCAPE PLAN FOR REQUIRED LANDSCAPING CALCULATIONS.

LOT 4:
PERVIOUS OPEN SPACE:
REQUIRED: 20% MIN
PROPOSED: 44%

RECREATION AREA
REQUIRED: 10% MIN
PROPOSED: 17%

BUILDING HEIGHT
ALLOWED: 35' APPROVAL OF 50' AND 4 LEVELS MAY BE ALLOWED WITH ADEQUATE FIRE PROTECTION.
PROPOSED: 35'-41'

SETBACKS (R-3)
FRONT: 15 FEET FROM THE RIGHT-OF-WAY
REAR: 20 FEET
SIDE YARD: FIVE FEET, WITH A TOTAL SIDE YARD SETBACK OF 15 FEET FOR BOTH SIDE YARDS

NOTE: MIN SETBACK TO A SINGLE-FAMILY RESIDENTIAL ZONE IS 10 FEET IN ADDITION TO THE REQUIRED LANDSCAPE BUFFER FOR BUILDINGS HAVING AN ENTRANCE OR EXIT FACING THE LANDSCAPE BUFFER.

UNIT INFORMATION

			HANDICAP UNITS
			TYPE A/TYPE B
D	1 BED/1BA	708 SF	45 UNITS
E	2BED/1BA	875 SF	12 UNITS
F	2BED/2BA	1024 SF	42 UNITS
G	2BED/2BA	1026 SF	63 UNITS
H	3BED/2BA	1139 SF	24 UNITS
TOTAL			186 UNITS

PARKING PROVIDED:
GARAGES: 18
CARPORTS: 86
OPEN: 184
TOTAL: 288

07/11/13			
SAB			
REVIS	PER NEW LAYOUT AND CITY COMMENTS		
No.			
Revision:			
Date:			



C.E.S. NW, INC.
CIVIL ENGINEERING & SURVEYING
310 - 29th St. NE, Suite 101
Puyallup, WA 98372
Phone: (253) 848-4282
Fax: (253) 848-4275
ces@cesnw.com
cesnw.com

RENWOOD APARTMENTS
SITE PLAN

Project: RENWOOD APARTMENTS
Client: RENWOOD, LLC
601 UNION ST., SUITE 3500, SEATTLE, WA 98101

Designed: SAB
Drawn: JLF
Checked: JLF

Scale: 1" = 50'
Date: 8-2-13
Job No.: 12087.2

Sheet No.: **SP1**
1 of 1 Sheets

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

Department/Staff Contact: Court / Katheryn Seymour	Meeting/Workshop Date: 8 October 2013	Agenda Bill Number: AB13-125
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2334	Councilmember Sponsor: Hamilton

Agenda Subject: Purchase Reimbursement Agreement with the Washington State Administrative Office of the Courts for the Fiscal Year 2014 Equipment Replacement Project (FY14ER)

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign Purchase Reimbursement Agreement With The Washington State Administrative Office Of The Courts For The Fiscal Year 2014 Equipment Replacement Project (Fy14er).

Administrative Recommendation: Approve

Background Summary: In accordance with JIS policy, some equipment provided by AOC is now eligible for replacement. The last equipment replacement done was for year 2010. This will be for 2 desktop computers with monitors and one laser printer. AOC will reimburse up to \$900 per computer with monitor and \$250 for the personal laser printer. Equipment must meet or exceed AOC specifications, but will be considered city owned property that is installed and maintained by the city.
Attachments: Cover letter from AOC, Purchase Agreement, Specifications and Invoice Voucher

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
n/a			
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Public Safety Date: 7 October 2013	<i>Approvals:</i> Chair/Councilmember Mark Hamilton Councilmember Donn Lewis Councilmember Tom Watson	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>					
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	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input type="checkbox"/> No								
Commission/Board Review:											
Hearing Examiner Review:											

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

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

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RESOLUTION NO. 2334

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING PURCHASE REIMBURSEMENT AGREEMENT WITH THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR THE FISCAL YEAR 2014 EQUIPMENT REPLACEMENT PROJECT (FY14ER)

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to execute the Purchase Reimbursement Agreement with the Washington State Administrative Office of the Courts attached hereto as Exhibit "A" and incorporated herein by this reference.

PASSED by the City Council this 8th day of October, 2013.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, MMC
City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

PURCHASE REIMBURSEMENT AGREEMENT
between
THE WASHINGTON STATE
ADMINISTRATIVE OFFICE OF THE COURTS
and
CITY OF BONNEY LAKE MUNICIPAL COURT

AOC Information Technology Primary Purchase Agreement (ITPPA) Number: IAA05857
Purchase Reimbursement Agreement (PRA) Number: PRA140001

1. Purpose

This PRA Number PRA140001 is executed by the Washington State Administrative Office of the Courts (AOC) and the City of Bonney Lake Municipal Court (CUSTOMER) pursuant to the terms and conditions of ITPPA Number IAA05857. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ITPPA. This PRA sets forth the obligations of the parties with respect to AOC's reimbursement to the CUSTOMER of funds which have been expended by the CUSTOMER for purchase of 2 desktop computers, 2 monitors, and 1 printer.

2. Term and Termination

The term of the PRA is effective upon the date of execution by both parties through Friday, November 29, 2013. Termination of the PRA requires written notification to the other party. Extensions to the PRA can only be executed by the AOC, with written notification to the other party.

3. Responsibilities

3.1. The AOC will:

- 3.1.1. Provide specifications for the equipment covered by this agreement. (See Exhibit A).
- 3.1.2. Provide funds to reimburse the CUSTOMER for costs associated with the purchase of 2 desktop computers, 2 monitors, and 1 printer pursuant to Subsection 3.2 below. The funding provided by AOC shall be at a maximum the amount required for the purchase of the equipment meeting the provided specifications or the actual cost, whichever is lower. Should the CUSTOMER acquire equipment that exceeds the provided specifications, the CUSTOMER shall be responsible for that portion of the acquisition costs which exceeds the reimbursable amount as referenced above.

3.2. The CUSTOMER will:

- 3.2.1. Purchase equipment that meets the specifications referenced above. Install and maintain the equipment purchased under this PRA, including providing network connectivity to the new equipment as needed. It is possible that a new network line may need to be installed by the CUSTOMER to provide connectivity to the equipment covered by this PRA.
- 3.2.2. Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4 below.
- 3.2.3. Submit invoices to the AOC pursuant to Subsection 5 below.
- 3.2.4. Submit, with the invoice, a completed copy of the exhibit supplying the specifications of the purchased equipment in the last column.

4. Reimbursement Amount

The AOC will reimburse the CUSTOMER up to \$700 for each desktop computer, \$200 for each monitor, and \$250 for each printer, or the actual cost, whichever is lower. The actual cost shall include any tax and shipping costs incurred by the CUSTOMER.

5. Billing/Invoicing

Billing/invoicing will be in accordance with procedures outlined in the above-referenced ITPPA (IAA05857) and additional terms and conditions listed below.

6. Treatment of Assets and Property

CUSTOMER shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this PRA.

7. Modifications/Changes

This PRA may be modified at any time upon mutual written agreement of the parties. All such modification will be made as an amendment to the PRA and will take precedence over the original PRA.

8. Order of Precedence

If there is a conflict between this PRA and the above-referenced ITPPA, the conflict will be resolved by giving precedence first to this PRA and then to the ITPPA.

9. PRA Management

Unless otherwise indicated, all correspondence regarding this PRA should be directed to:

	CUSTOMER	AOC
Primary Contact	Katheryn Seymour	Christine Winslow
Title	Administrator	Infrastructure Program Associate
Agency/Division	Bonney Lake Municipal Court	Administrative Office of the Courts
Address	9002 Main St E PO Box 7380 Bonney Lake, WA 98391-0944	1206 Quince St SE PO Box 41170 Olympia, WA 98504-1170
Phone	(253) 447-4303	(360) 705-5249
FAX	(253) 862-3053	(360) 956-5700
E-mail	seymourk@ci.bonney-lake.wa.us	Christine.Winslow@courts.wa.gov

10. Authorization/Acceptance

This PRA and the underlying ITPPA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of the PRA. Execution of this PRA by both parties constitutes an addendum to the underlying ITPPA, which remains in full force and effect, except as may be specifically modified and agreed to between the parties within this PRA. The parties hereby acknowledge and accept the terms and conditions of this PRA.

AGREED:

STATE OF WASHINGTON
ADMINISTRATIVE OFFICE
OF THE COURTS

BONNEY LAKE MUNICIPAL COURT

Signature Date

Signature Date

(Printed)

(Printed)

Title

Title

Court Desktop PC Specifications		
COMPONENT	AOC REQUIREMENT	PURCHASED SYSTEM'S SPECIFICATION
Processor	Intel or AMD and may use a multi-core processor	
Processor Speed	3 GHz or more for single or 2.5 GHz or more for multi-core	
RAM	4 GB or more	
Hard Drive	80 GB or more	
Network Interface Card (NIC)	Ethernet minimum 10/100/1000	
Mouse	Standard MS compatible	
Keyboard	Standard MS compatible	
Operating System	Windows XP Professional other latest release of Microsoft Windows for business use	
Monitor	17" flat panel monitor or bigger	

Court Laptop PC Specifications		
COMPONENT	AOC REQUIREMENT	PURCHASED SYSTEM'S SPECIFICATION
Processor	Mobile Intel Pentium or equivalent, including AMD Mobile Processor	
Processor Speed	2.2 GHz or more and may include multi-core processor technology	
RAM	4 GB or more	
Hard Drive	160 GB or more	
Network Interface	Ethernet minimum 10/100/1000	
Operating System	Windows XP Professional other latest release of Microsoft Windows for business use	
Display	15" XGA TFT, 14" WXGA or bigger	

waiting for Contract



WASHINGTON
COURTS

ADMINISTRATIVE OFFICE OF THE COURTS

August 16, 2013

Ms. Katheryn Seymour
Bonney Lake Municipal Court
9002 Main St E
PO Box 7380
Bonney Lake, WA 98391-0944

RE: Fiscal Year 2014 JIS Equipment Replacement Project (FY14ER)

Dear Ms. Katheryn Seymour:

In accordance with JIS policy, some equipment provided by the AOC is now eligible for replacement. If you intend to participate in this equipment replacement, please respond to me by Friday, August 30, 2013. The AOC provides two options in the replacement of equipment (this letter does not sanction the purchase of any equipment at this time):

Option 1: AOC Provided Equipment

The AOC-provided desktop computers (includes a monitor) and laptops (does not include an external monitor) will arrive on site with a Washington State Court designed Windows 7 Operating System configuration. Those systems must be installed and maintained by our maintenance provider, Cascade Computer Maintenance (CCM). Do not remove or install the equipment prior to CCM's arrival. Court Clerks and Administrators should confer with their local IT support before selecting this option. Do not select this option if city/county-owned software, like email, MS Office or digital recorder software, will need to be installed on these computers.

Option 2: Contract Purchased Equipment

Reimbursements for the FY14ER will be provided at these rates or actual system cost whichever is less:

- desktop computer(s) \$900 – allotted as \$700 per computer and \$200 per monitor,
- laptops \$1,100 – only judicial officers can select a laptop instead of a desktop and external monitors are not reimbursed, and

Ms. Katheryn Seymour
August 16, 2013

- personal laser printer(s) \$250.

Equipment purchased through contract must meet or exceed AOC specifications, but is considered city/county-owned property that is installed and maintained by the city/county. Nor is this city/county owned equipment returned to AOC at its end-of-life. The following list of equipment is eligible for replacement during this replacement cycle. This list contains only equipment currently eligible, and may not be a complete list of AOC-provided computer equipment currently at your location. Only the state-owned assets – those with state tag numbers, must be returned to the AOC. Equipment listed by contract number does not need to be returned.

Item	Qty	State Tag or Contract Number	Judge's	Manufacturer	Description	Replacement Option*
LAPTOP	1	IAA05857 10001 L	TRUE	CONTRACT PURCHASE	Contract Purchased Laptop Computer	Contract or AOC
PRINTER	1	IAA05857 10001 P	TRUE	CONTRACT PURCHASE	Contract Purchased Judges Printer	Contract
COMPUTER	2	IAA05857 10002	FALSE	CONTRACT PURCHASE	Contract Purchased Desktop Computer and Monitor	Contract or AOC

***Replacement Options:**

- Computers/monitors and laptops can be replaced either through a contract or be supplied by the AOC.
- All laser printers will be replaced through a contract.

Please contact me if you intend to participate or have any questions. I look forward to hearing from you.

Name: Christine Winslow
Title: Infrastructure Program Associate
Email: christine.winslow@courts.wa.gov
Phone: (360) 705-5249
Fax: (360) 956-5700
Address: State of Washington
Administrative Office of the Courts
Attn: Christine Winslow
1206 Quince St SE
PO Box 41170
Olympia, WA 98504-1170

Sincerely,



Christine Winslow

Ms. Katheryn Seymour
August 16, 2013

FY14ER CHECKLIST

- Discuss with your local IT support your requirements for city/county-owned software on these computers and decide on either Option 1: AOC Provided Equipment or Option 2: Contract Purchased Equipment.
- Respond by Friday, August 30, 2013, to Christine Winslow with your decision.
- Prior to installation, or returning any tagged equipment, copy your files, emails, or any other information off of the old equipment.
 - If you are using scripts, make sure you copy any files to a network drive.
 - If you are using macros with an older version, be aware that Macros do not work with Bluezone version 5.1. You will have to recreate them as scripts. (AOC Customer Services does not support macros or scripts. You may want to find a peer court using them and that is willing to help with the creation of scripts.)

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

Department/Staff Contact: Administrative Services / Edvalson	Meeting/Workshop Date: 8 October 2013	Agenda Bill Number: AB13-124
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2335	Councilmember Sponsor:

Agenda Subject: Authorization to Sign Proposed MOU for Continuing Use of Old Senior Van.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Memorandum Of Understanding With The Bonney Lake/Lake Tapps Seniors For The Continuing Use Of The Old Senior Van.

Administrative Recommendation: Approve.

Background Summary: The Old Senior Van was originally scheduled for surplus disposal to assist with the its early replacement. A private citizen has offered to donate the estimated surplus value of the van to the City to allow for its continued use in support of the Senior Center. The Bonney Lake/Lake Tapps Senior Citizens have offered to fund the operational/maintenance costs of the Old Senior Van. To clarify expectations, the accompanying Memorandum of Understanding has been developed and is presented to the Council. Administrative Services Director Edvalson will be meeting with the Senior Advisory Board prior to the Council meeting to obtain their final approval of the agreement. The City Council discussed the proposed MOU at the October 1st Council Workshop.

Attachments: MOU.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
n/a			
Budget Explanation: No additional expense is anticipated for retaining the Old Senior Van in its use as a back up to the New Senior Van. Any additional uses by the City will incur additional operating costs which will be paid from the fund appropriate to the additional use.			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: 10 September 2013	<i>Approvals:</i> Chair/Councilmember Councilmember Councilmember	<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 type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>					
Yes	No										
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	Forward to: Workshop	Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No									
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s): 1 October 2013	Public Hearing Date(s):
Meeting Date(s): 8 October 2013	Tabled to Date:

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

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RESOLUTION NO. 2335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE BONNEY LAKE/LAKE TAPPS SENIORS FOR THE CONTINUING USE OF THE OLD SENIOR VAN.

WHEREAS, the Bonney Lake/Lake Tapps Seniors have determined there is value in retaining the Old Senior Van to be used as a back up to the transportation services provided by the new senior van purchased in 2012; and

WHEREAS, the City Council wishes to enhance the senior services provided in the City by supporting the continued use of the Old Senior Van in a back up role; and

WHEREAS, the City Council and the Bonney Lake/Lake Tapps Seniors have agreed in principle with the provisions of the accompanying Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AS FOLLOWS:

Section 1. The Mayor of the City of Bonney Lake is authorized to sign the Memorandum of Understanding, attached as Exhibit A, between the City and the Bonney Lake/Lake Tapps Seniors for the continuing use of the Old Senior Van.

PASSED by the City Council this 8th day of October, 2013.

Mayor Neil Johnson, Jr.

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

**Memorandum of Understanding Between the City of Bonney Lake
and the Bonney Lake/Lake Tapps Seniors:**

WHEREAS, the City of Bonney Lake has received an offer of private donation covering the anticipated sales price of the old senior services van and the cost to replace its current tires; and

WHEREAS, the Bonney Lake/Lake Tapps Senior Citizens acting in their capacity as the Bonney Lake Senior Services Advisory Board wishes the City to make available the old senior services van for service to the Bonney Lake Senior Center; and

WHEREAS, the Bonney Lake/Lake Tapps Senior Citizens, a registered non-profit corporation, has agreed to provide for the continuing operating, repair and maintenance costs of the old senior van according to the provisions of this Memorandum of Understanding.

NOW, THEREFORE, the City of Bonney Lake (City) and the Bonney Lake/Lake Tapps Senior Citizens (BL Senior Citizens), acting in their capacity as a non-profit corporation, jointly agree to the continued availability and operation of the old senior services van (Old Van) according to the following provisions:

1. The City will accept the private donation of \$4,000 for the Old Van + \$600 for new tires, and agrees to insure the van under the City's fleet insurance.
2. The BL Senior Citizens will pay for all current and future maintenance/repair costs associated with the continued use of the Old Van as a backup for the current senior services van and for other senior services uses described in number four below.
3. The City will pay for fuel costs associated with the Old Van used in a backup role and for other City uses not associated with additional senior services uses described in number four below.
4. If the BL Senior Citizens wishes to use the Old Van as a supplement to the new senior services van rather than just as a backup, they may do this, as long as they also provide a driver, paid or volunteer, and also fund the increased use of fuel. BL Senior Citizens understands that city staff will not be used in a supplemental driving role and that the Old Van shall not be used for excursions or services outside the 98391, 98390 and 98321 zip codes.
 - a. Replacement use or additional use of the Old Senior Van as directed by the City is not considered a supplemental use for which BL Senior Citizens will be responsible for fuel costs.
5. It is agreed that BL Senior Citizens will pay costs for routine maintenance and operation of the Old Van without advance approval. The maintenance and operation costs as well as authorized repair costs will be invoiced on a monthly basis to BL Senior Citizens for payment, payable net 30 days. Failure to pay invoices for more than 60-days will result in the Old Van sitting idle until all invoices are paid in full.
6. Costs for repairs in excess of routine maintenance will be estimated and presented to the BL Senior Citizens for authorization in advance of the repairs being made. Overpayment will be credited to BL Senior Citizens. Repair costs in excess of estimates will be invoiced to BL Senior Citizens for payment.

7. Both the City and BL Senior Citizens will seek available grant funding to assist with the ongoing maintenance and operations of the old senior van.
8. If at any time the BL Senior Citizens decides to no longer fund repairs to the Old Van, it is understood that the future disposition of the Old Van is solely at the City’s discretion.
9. After the first three years of operation from the date this MOU is signed, if the City chooses to no longer support the use of the Old Van for senior services, then with 60-days’ notice to the BL Senior Citizens, the City may unilaterally take the Old Van out of senior services use.
10. If the Old Van should be in an accident and Washington Cities Insurance Authority (WCIA) chooses to “total” the vehicle, then the City will receive the funds from the sale of the vehicle.
11. In the event of an accident while the Old Van is being used in its backup role or an authorized additional use, and if WCIA agrees to repair the Old Van, then the City will be responsible to pay the current deductible on the Old Van’s coverage. If the accident occurs when the van is being used in a supplemental role, BL Senior Citizens will be responsible to pay the deductible. If BL Senior Citizens chooses not to pay the deductible for repair, the City may remove the Old Van from senior services use and determine its future disposition.
12. For any other issues or concerns regarding the continued operation of the Old Van, the City agrees to meet toward a resolution with the BL Senior Citizens Executive Board. However, in all cases, BL Senior Citizens Board recognizes the City’s right to determine the ongoing disposition of the Old Van.

Signed,

Neil Johnson Jr., Mayor
City of Bonney Lake

Date

Dennis Lynch, President
Bonney Lake/Lake Tapps Seniors

Date

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