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

I. CALL TO ORDER – Mayor Neil Johnson, Jr.
   A. Pledge of Allegiance
   B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Randy McKibbin, Councilmember Terry Carter, Councilmember Justin Evans, Councilmember J. Kelly Mcclimans, Councilmember Michelle Keith, Councilmember Dan Swatman, and Councilmember Tom Watson.
   C. Agenda Modifications
   D. Announcements, Appointments and Presentations: None

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:
   A. Public Hearing: None
   B. Citizen Comments:
      Citizens are encouraged to attend and participate at all Council Meetings. You may address the Mayor and City Council on matters of City business, or over which the City has authority, for up to 5 minutes. Sign-up is not required. When recognized by the Mayor, please state your name and address for the official record. Designated representatives recognized by the chair who are speaking on behalf of a group may have a total of 10 minutes to speak. Each citizen is allowed to speak only once during Citizen Comments.
   C. Correspondence: None

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
A. Approval of Corrected Minutes: November 19, 2019 Council Workshop and November 26, 2019 Council Meeting

B. Approval of Accounts Payable and Utility Refund Checks/Vouchers:
Accounts Payable check/vouchers #83946-#83947 in the amount of $301,305.38.
Accounts Payable check/vouchers #83948-#84052 and wire transfers #20191122,
#2019110601, #2019110602, and #2019112201 in the amount of $2,330,960.81.
VOIDS: Ck #83379 – Lost and Reissued Ck #83564 – Duplicate payment – Paid
on pcard also Ck #83947 – Wrong amount. Reissued

C. Approval of Payroll: November 16th -30th 2019 for checks # 34170 -34175
including Direct Deposits and Electronic Transfers is $751,340.86.

D. AB19-168 – Ordinance D19-168 – An Ordinance Of The City Council Of The
City Of Bonney Lake, Pierce County, Washington, Authorizing The Acquisition
By Negotiation Or Condemnation Of Certain Real Property Interests Needed For
The Fennel Creek Trail Segment 2A Project Between 106th Street And 95th Street
East.

E. AB19-167 – Resolution 2805 – A Resolution Of The City Council Of The City Of
Bonney Lake, Pierce County, Washington, Accepting A Grant From The
Department Of Commerce For The Completion Of The Bonney Lake – Sumner
Coordinated Housing Action Plan.

F. AB19-169 – Resolution 2806 – A Resolution Of The City Council Of The City Of
Bonney Lake, Pierce County, Washington, Awarding The Professional Services
Agreement To Universal Field Services To Acquire The Right Of Way For The SR
410 – 214th Avenue Roundabout.

G. AB19-172 – Resolution 2807 – A Resolution Of The City Of Bonney Lake, Pierce
County, Washington, Authorizing The Mayor To Sign A Support Services
Agreement With South Sound 911.

H. AB19-170 – Motion – A Motion Of The City Council Of The City Of Bonney
Lake, Pierce County, Washington, To Accept As Complete The Ponderosa Booster
Pump Station Generator Improvements Project With Mb Electric, LLC.

I. AB19-171 – Motion – A Motion Of The City Council Of The City Of Bonney
Lake, Pierce County, Washington, To Accept As Complete The 2019 Catch Basin
Cleaning Project With Best Parking Lot Cleaning, Inc.

J. AB19-174 - Motion – A Motion Of The City Council Of The City Of Bonney
Lake, Pierce County, Washington, To Accept As Complete The 2019 Backup
Generator Maintenance For Water, Sewer, And Facilities With Cummins.

V. FINANCE COMMITTEE ISSUES:
P. 87 A. AB19-149 – Resolution 2791 – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Providing For The Administration Of Recreation Programs And Related Fees.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None

VII. PUBLIC SAFETY COMMITTEE ISSUES: None

VIII. FULL COUNCIL ISSUES:


IX. EXECUTIVE/CLOSED SESSION:
Pursuant to RCW 42.30, the City Council may hold an executive or closed session. The topic(s) and duration will be announced prior to the session.

X. ADJOURNMENT

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

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA
Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER: Mayor Neil Johnson Jr., called the workshop to order at 6:00 p.m.

II. ROLL CALL: Deputy City Clerk Sadie Schaneman called the roll. In addition to Mayor Johnson, Jr., elected officials attending were Deputy Mayor Randy McKibbin, Councilmember Terry Carter, Councilmember Justin Evans, Councilmember Michelle Keith, Councilmember Dan Swatman, and Councilmember Tom Watson.

Staff members in attendance were City Administrator John Vodopich, Assistant Chief Kurt Alfano, Interim Public Services Director Ryan Johnstone, Planning & Building Supervisor Jason Sullivan, Deputy City Clerk Sadie Schaneman and Administrative Specialist II Jessica Chavez.

III. AGENDA ITEMS:

A. Council Open Discussion:

Victor Falls Fatality – Councilmember Watson asked if there were any updates on the death that occurred at Victor Falls recently. Assistant Chief Alfano stated it is still under investigation and pending information from the medical examiner’s office.

Breakfast W/Claus – Councilmember Watson informed the Council of the breakfast with Santa Claus at the Historical Society coming up on December 7th. He stated tickets were $10 and encouraged attendance.

Communities For Families Meeting – Councilmember Watson stated he attended the Communities For Families Meeting on November 7th with Chief Jeter, Executive Assistant Leslie Harris and Senior Services Manager Sue Hilberg. Manager Hilberg delivered a presentation to the meeting participants about the services offered at the Senior Center.

Prairie Ridge Christmas Collation – Councilmember provided information for the Prairie Ridge Christmas Collation that is having their Christmas party December 11th from 8-10 PM. He also provided an update on homeless children in the area and gave information how the various collations are providing resources to families in need.

Community Big Give – Councilmember Watson stated the Community Big Give event will be taking place this Saturday, November 23rd from 8-10:30 AM and encouraged attendance.
Electrical Boxes – Councilmember Watson stated he met with the Arts Commission regarding wrapping the electrical boxes similar to how they are in the City of Auburn. He went over various vendors, designs, locations and prices and asked for Council to consider this during the future 2021-2022 budget discussion.

Commission Work Plans – Councilmember Evans spoke about the various commissions and their work plans. He would like to see the commissions have work plans in place so they may work toward unified goals.

AWC Suing Tax Payers Over Car Tabs – Councilmember Swatman asked if AWC is taking any legal action against the voters in regards to the license tabs indicative. Mayor Johnson said he is looking into it and wants to make sure they are not representing the City on the matter.

Broadcasting Meetings – Councilmember Swatman asked if there has been any further information regarding how to broadcasting or post video of Council Meetings. Mayor Johnson said it is something that can be looked into further and Councilmembers gave ideas on how it could be achieved.

Aerial View Of Allen Yorke – Councilmember Swatman asked if it’s possible to get an aerial view of proposed plans for Allen Yorke Park. City Administrator Vodopich and Mayor Johnson said yes there is one.

Food Drive – Councilmember Keith expressed her appreciation for the communications from DM Disposal on the 6th annual Food Drive. Mayor Johnson stated donation numbers should be high with the school participation.

Automated Robocalling – Councilmember Keith suggested the City look into options for automatic outgoing calls/voicemails for various City announcements as it was helpful for her with the Food Drive when DM Disposal called her.

B. **Review Of Council Minutes:** November 05, 2019 Council Workshop and November 12, 2019 Council Meeting.

Councilmember Watson said that he reviewed the minutes of November 05, 2019 Council Workshop and November 12, 2019 Council Meeting and had no corrections. The draft minutes were forwarded to the November 26, 2019 Meeting for approval.


Planning and Building Supervisor Sullivan reviewed with Council the proposed new section of the Bonney Lake Municipal Code relating to the adoption by-laws by the Design Commission.
Councilmembers asked several questions regarding guidelines, design commission members, and various portions of the bylaws to which Supervisor Sullivan answered.

Council agreed to move the agenda bill to Council Consent for the next Council Meeting November 26, 2019.


Planning and Building Supervisor Sullivan presented to Council the proposed amended sections of the Bonney Lake Municipal Code and corresponding portions related to the regulation of fences and hedges. He gave a brief presentation that included photos of various fence and hedge violations within city limits and explained how changes to the code would affect these type of situations.

Councilmembers asked several questions regarding different portions of the proposed changes to which Supervisor Sullivan responded.

Council agreed to move the agenda bill to Council Consent for the next Council Meeting November 26, 2019.

IV. **EXECUTIVE SESSION:** None

V. **ADJOURNMENT:**

At 6:35 p.m. Mayor Johnson, Jr. adjourned the Council Workshop with the common consent of the City Council.

Harwood Edvalson, City Clerk

Neil Johnson Jr., Mayor

Items presented to Council at the November 19, 2019 Workshop: None

*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.*
I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 6:00 p.m.

A. Pledge of Allegiance: Mayor Johnson led the audience in the Pledge of Allegiance.

B. Oath of Office: Mayor Johnson invited Councilmember Elect J. Kelly McClimans to come forward and receive the Oath of Office as administered by Administrative Services Director/City Clerk Harwood Edvalson. City Clerk Edvalson administered the Oath of Office to James Kelly McClimans in his newly elected capacity of Councilmember. Councilmember McClimans took his seat on the Council dais.

C. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor McKibbin, Councilmember Terry Carter, Councilmember Justin Evans, Councilmember J. Kelly McClimans and Councilmember Dan Swatman. Councilmembers Michelle Keith and Tom Watson were absent.

Councilmember Evans moved to excuse the absence of Councilmembers Keith and Watson. Councilmember Carter seconded the motion.

Motion approved 5 – 0.

Staff members in attendance were Police Chief Bryan Jeter, Administrative Services Director/City Clerk Harwood Edvalson, Interim Public Services Director Ryan Johnstone, Human Resources Manager Jenna Richardson and Facilities & Special Project Manager Gary Leaf.

D. Agenda Modifications: None.

E. Announcements, Appointments and Presentations:

1. AB19-166 – Motion – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying The Mayor’s Appointment Of Stephanie French To The Arts Commission.

Councilmember Evans moved to ratify the appointment. Councilmember Carter seconded the motion.
Mayor Johnson invited Manager Leaf to comment. Manager Leaf said Ms. French is well qualified and was unable to attend this evening’s Council Meeting due to a prior engagement.

**Motion approved 5 – 0.**

II. **PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**

A. **Public Hearings:** None.

B. **Citizen Comments:**

Dan Decker, 20401 70th St E, spoke concerning the dangers of chlorine as used to purify the City’s drinking water. He urged the Council to install ultraviolet filters/purifiers in place of using chlorine. He also noted that he was submitting a Public Records Request to the City Clerk on an unrelated matter.

C. **Correspondence:** None.

III. **COUNCIL COMMITTEE REPORTS:**

A. **Finance Committee:** Deputy Mayor McKibbin reported the Finance Committee met earlier in the evening and discussed a proposed salary commission ordinance and improvements to the Public Safety Building.

B. **Community Development Committee:** Councilmember Swatman reported the Committee did not meet. However, he did confirm with Councilmember McClimans that he will be available to participate with the Committee at their next meeting on December 3rd at 5:00 p.m.

C. **Public Safety Committee:** Councilmember Evans said the Committee will meet on December 10th at 3:30 p.m. on the second floor of the Justice and Municipal Center.

D. **Other Reports:** Councilmember Evans noted that he had been elected as Chairman of the Pierce County Regional Council effective January 2020.

Mayor Johnson announced that the community donated 23,400 lbs. of food to the Bonney Lake Food Bank, more than three times the amount donated the year before. He said the food will provide approximately 15,000 meals. He thanked DM Disposal for hosting the Mayor’s Food Drive again this year, thanked Executive Assistant/Management Analyst Leslie Harris for her coordinating role, and highlighted the tremendous support of the school district and parents.
IV. CONSENT AGENDA:

A. Approval of Corrected Minutes: November 05, 2019 Council Workshop and November 12, 2019 Council Meeting

B. Approval of Accounts Payable and Utility Refund Checks/Vouchers:
   Accounts Payable check/vouchers #83760-#83945 and wire transfers #10655624, #20190111, #2019110501, #2019110502, 2019110503 and 2019110504 in the amount of $1,614,483.90. VOIDS: None.

C. Approval of Payroll: November 1st-15th 2019 for checks #34166 – 34169 including Direct Deposits and Electronic Transfers is $ 639,629.09.


J. AB19-164 – Motion – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Non-Binding Memorandum Of Understanding With The Bonney Lake Food Bank For The Use Of City Owned Property.
K. **AB19-165 – Motion** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Canceling The December 17, 2019 Council Workshop And Community Development Committee Meeting, The December 24, 2019 Council Meeting And Finance Committee Meeting.

   Councilmember Evans moved to approve the Consent Agenda.  
   Councilmember Carter seconded the motion.

   Motion approved 5 – 0.

V. **FINANCE COMMITTEE ISSUES:** None.

VI. **COMMUNITY DEVELOPMENT COMMITTEE ISSUES:** None.

VII. **PUBLIC SAFETY COMMITTEE ISSUES:** None.

VIII. **FULL COUNCIL ISSUES:** None.

IX. **EXECUTIVE/CLOSED SESSION:** None.

X. **ADJOURNMENT:**

   At 6:12 p.m. the Meeting was adjourned by Mayor Johnson with the common consent of the City Council.

   ___________________________________________  ___________________________________________
   Harwood Edvalson, City Clerk                  Mayor Neil Johnson, Jr.

Items presented to Council at the Meeting for the record: None.

**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.
## Agenda Subject:
An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Acquisition By Negotiation Or Condemnation Of Certain Real Property Interests Needed For The Fennel Creek Trail Segment 2A Project Between 106th Street E and 95th Street East.

## Full Title/Motion:
An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Acquisition By Negotiation Or Condemnation Of Certain Real Property Interests Needed For The Fennel Creek Trail Segment 2A Project Between 106th Street E And 95th Street East.

## Administrative Recommendation:
Approve

## Background Summary:
The Fennel Creek Trail Segment 2A Project will construct approximately 1.5 miles of trail and connect the existing Fennel Creek Trail Segment 1 east of the Willowbrook subdivision to the recently completed 95th Street Bypass Trail that connects to Angeline Road. The Fennel Creek Trail Segment 2A Project requires the acquisition of land in the form of real property or easement from seventeen (17) parcels of which six (6) are currently owned by the City. Of the remaining eleven (11) parcels two (2) are owned through Home Owner Associations.

City staff and consultants have reviewed and analyzed alternatives for the Fennel Creek Trail Segment 2A Project, and have recommended that the City acquire certain portions of and interests in real property, in the form of rights-of-way. In order to construct this segment of the trail, it is necessary to acquire, condemn, appropriate, take and damage portions of and interests in real property, in the form of rights-of-way, as legally described and depicted in Attachment A of the ordinance.

The City has complied with the notice requirements set forth in RCW 8.25.290 by providing notice to the owners of the real property identified in the Right of Way map of the planned final action of adopting this Ordinance, and published notice of such planned final action in the manner set forth in RCW 8.25.290.

## Attachments:
- Ordinance D19-168, Map

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### BUDGET INFORMATION

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**Budget Explanation:**

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### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Other

**Approval:**
- Chair/Councilmember
- Councilmember
- Councilmember

**Forward to:**

**Commission/Board Review:**

**Hearing Examiner Review:**

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**Consent Agenda:**
- Yes
- No
## COUNCIL ACTION

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## APPROVALS

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<td>Ryan Johnstone</td>
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ORDINANCE NO. D19-168

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE ACQUISITION BY NEGOTIATION OR
CONDEMNATION OF CERTAIN REAL PROPERTY INTERESTS
NEEDED FOR THE FENNEL CREEK TRAIL SEGMENT 2A
PROJECT BETWEEN 106TH STREET E AND 95TH STREET EAST.

WHEREAS, the State of Washington, acting by and through the City
of Bonney Lake is working to plan, design and construct a pedestrian trail along
Fennel Creek from approximately 106th Street E to 95th Street E; and

WHEREAS, the City has constructed and completed the Trail improvements for
the Fennel Creek Trail and 192nd Avenue Sidewalks Projects and 95th Street Bypass Trail; and

WHEREAS, the City desires to construct the Fennel Creek Segment 2A “missing
link” between the two projects; and

WHEREAS, pursuant to State and Federal policies and regulations, the City is
acquiring real property interests, including necessary rights-of-way and easements,
through negotiations with owners of property along and near the Fennel Creek corridor
and also will provide relocation assistance to legal occupants of land whose business or
personal property are displaced as a result of the Fennel Creek Trail Segment 2A, if any; and

WHEREAS, in order to construct the Fennel Creek Trail Segment 2A, it is
necessary to acquire, condemn, appropriate, take and damage portions of and interests in
real property, in the form of permanent easements for purposes of grading, cuts and fills
for the trail and related appurtenances, as legally described and depicted in Attachment
A, attached hereto and incorporated by this reference; and

WHEREAS, if the City is unable to acquire the necessary rights-of-way and
easements in a timely manner, the City must file a petition in eminent domain
(condemnation petition) in order to meet funding and construction deadlines for the
Fennel Creek Trail Segment 2A; and

WHEREAS, the State law authorizes the City to exercise the power of eminent
domain; and
WHEREAS, the City has complied with the notice requirements set forth in RCW 8.25.290 by providing notice to the owners of the real property identified herein of the planned final action of adopting this Ordinance, and published notice of such planned final action in the manner set forth in RCW 8.25.290.

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

Section 1. The Council finds that acquisition of property for a pedestrian trail is for the public use and necessity.

Section 2. Condemnation Authorization. City staff, the City Attorney, and all City consultants for the Project are authorized and directed to enter into any and all negotiations and agreements necessary to acquire the rights and interests in the Property as described in Attachments A through C. If such negotiations fail to acquire such interests in the Property in a timely manner, as determined by the Mayor, the City Attorney is authorized to prosecute proceedings provided by law to condemn, appropriate and take the Property and carry out and implement the provisions of this Ordinance.

Section 3. This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication, as required by law.

PASSED by the City Council and approved by the Mayor this 10th day of December, 2019.

__________________________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
ATTACHMENT A
### Agenda Packet p. 22 of 100

**AGENDA PACKET P. 22 OF 100**

**AGENDA PACKET P. 22 OF 100**

**AGENDA PACKET P. 22 OF 100**

**AGENDA PACKET P. 22 OF 100**

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**NOTES:**

- Data shown in SQFT. CFT.
- Parcel data shown is derived from Pierce County Assessor reports and does not reflect a boundary calculation by Parametrix.
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**CITY OF BONNEY LAKE 100% REAL PROPERTY OWNERS OF CITY OWNED REAL PROPERTY AS AGENCY FOR THE FENNEL CREEK TRAIL PROJECTS IN CITY LIMITS**

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

Department/Staff Contact:
Public Services Department
Jason Sullivan – Planning & Building Supervisor

Meeting/Workshop Date:
December 10, 2019

Agenda Bill Number:
AB19-167

Agenda Item Type:
Resolution

Ordinance/Resolution Number:
2805

Sponsor:

Agenda Subject: Housing Action Plan Grant Agreement

Full Title/Motion: A Resolution of the City of Bonney Lake, Washington, accepting a grant from the Department of Commerce for the completion of the Bonney Lake-Sumner Coordinated Housing Action Plan.

Administrative Recommendation: Approve

Background Summary: The Cities of Bonney Lake and Sumner applied for and received a $150,000 grant from the Department of Commerce under the grant program created by the passage of Engrossed Second Substitute House Bill (E2SHB) 1923 (Chapter 348, Laws of 2019), which provides funds to cities to take actions to increase housing capacity. The project will result in the preparation of a coordinate housing action plan for the Cities of Bonney Lake and Sumner consistent with Bonney Lake 2035 – Policy CD-10.6, which provides that the City of Bonney Lake will, “… actively participate in regional responses to housing needs and issues.” The project is schedule to kick-off in January of 2020 and be completed by March of 2021.

Attachments: Resolution No. 2805, Department of Commerce Grant Agreement, Scope of Work and Budget, and Department of Commerce Award Letter.

BUDGET INFORMATION

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Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: CDC
Date: December 3, 2019
Chair/Councilmember
Dan Swatman
Councilmember
Michelle Keith
Councilmember
Kelly Mcclimans

Approvals:
Yes
No

Forward to: Consent Agenda: ☑ Yes ☐ No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director: Mayor:
Ryan Johnstone, P.E.

Date Reviewed by City Attorney:
(if applicable):

Agenda Packet p. 23 of 100
RESOLUTION NO. 2805


WHEREAS, the Cities of Bonney Lake and Sumner applied for and received a $150,000 grant from the Department of Commerce under the grant program created by the passage of Engrossed Second Substitute House Bill (E2SHB) 1923 (Chapter 348, Laws of 2019), which provides funds to cities to take actions to increase housing capacity; and

WHEREAS, the project will result in the preparation of a coordinate housing action plan for the Cities of Bonney Lake and Sumner consistent with Bonney Lake 2035 – Policy CD-10.6, which provides that the City of Bonney Lake will, “… actively participate in regional responses to housing needs and issues;”

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor or his designee to sign the attached grant agreement with Department of Commerce in the amount of $150,000.00.

PASSED by the City Council this 10th day of December 2019

______________________________
Neil Johnson Jr., Mayor

AUTHENTICATED:

______________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

______________________________
Kathleen Haggard, City Attorney
Interagency Agreement with

City of Bonney Lake

through

Growth Management Services

For

HB 1923 Grant to adopt a housing action plan

Start date: Date of Execution
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Attachment A, Scope of Work
Attachment B, Budget
## FACE SHEET

**Washington State Department of Commerce**  
Local Government Division  
Growth Management Services  
HB 1923 Grant

<table>
<thead>
<tr>
<th>1. Contractor</th>
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| City of Bonney Lake  
PO Box 7380  
Bonney Lake, WA  98391 |  |

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<th>3. Contractor Representative</th>
<th>4. COMMERCE Representative</th>
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| Jason Sullivan  
Planning and Building Supervisor  
(253) 447-4355  
sullivanj@cobl.us | Anne Fritzel  
Senior Planner  
(360) 725-3064  
anne.fritzel@commerce.wa.gov |

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14. **Contract Purpose**  
HB 1923 grant funding to address housing affordability.

15. **Signing Statement**  
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment “A” – Scope of Work, Attachment “B” – Budget, <etc.>  

### FOR CONTRACTOR  
John P. Vodopich AICP, City Administrator  
Date

### FOR COMMERCE  
Mark Barkley, Assistant Director, Local Government Division  
Date

APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 6/11/2019.  
APPROVAL ON FILE.
1. **AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. **CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. **COMPENSATION**

COMMERCE shall pay an amount not to exceed one hundred fifty thousand dollars ($150,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. **EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

5. **BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided, deliverables, and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Attachment A, Scope of Work. Payment of any invoice shall be dependent upon COMMERCE’S acceptance of Contractor’s performance and/or deliverable. The invoices shall describe and document, to COMMERCE’s satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63314-003. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 28, 2019, the effective date of Engrossed Second Substitute House Bill 1923 (2019). To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).
Duplication of Billed Costs
The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs
The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Transfers
The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

6. INSURANCE
Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. SUBCONTRACTOR DATA COLLECTION
Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. “Subcontractors” shall mean subcontractors of any tier.

8. ORDER OF PRECEDENCE
In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
1. **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.

B. “COMMERCE” shall mean the Department of Commerce.

C. “Contract” or “Agreement” means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. “Contractor” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

F. “State” shall mean the state of Washington.

G. “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

2. **ALL WRITINGS CONTAINED HEREIN**

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

3. **AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. **ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. **CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

A. “Confidential Information” as used in this section includes:

   i. All material provided to the Contractor by COMMERCE that is designated as “confidential” by COMMERCE;

   ii. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and

   iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.
COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.
9. **INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. ** LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. **RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. **RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. **SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term.
or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor’s duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor’s performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a “Termination for Convenience” if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;
B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor’s employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.
A. Housing Action Plan

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market.

The housing action plan should:

(a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;

(b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;

(c) Analyze population and employment trends, with documentation of projections;

(d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;

(e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;

(f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and

(g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.

Commerce will be monitoring the contracts in May and November of 2020 to review progress in meeting milestones, deliverables and invoicing.

Scope of Work

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<th>End Date</th>
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<td>6/15/21</td>
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<td>Maintain project records.</td>
<td>12/1/19</td>
<td>6/15/21</td>
</tr>
<tr>
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</tr>
<tr>
<td>Step 1.3</td>
<td>Ensure compliance with applicable agreement requirements</td>
<td>12/1/19</td>
<td>6/15/21</td>
</tr>
<tr>
<td>Step 1.4</td>
<td>Submit reimbursement requests</td>
<td>12/1/19</td>
<td>6/15/21</td>
</tr>
<tr>
<td>Step 1.5</td>
<td>Submit progress reports/closeout report</td>
<td>12/1/19</td>
<td>6/15/21</td>
</tr>
<tr>
<td><strong>Action 2</strong></td>
<td><strong>The Cities of Bonney Lake and Sumner will adopt a charter to guide the development of the housing action plan.</strong></td>
<td>2/1/20</td>
<td>3/31/20</td>
</tr>
<tr>
<td>Step 2.1</td>
<td>Facilitate a workshop that includes the elected representatives, City staff and Consultant Team to outline the objectives, vision, roles and guiding principles for the project.</td>
<td>2/1/20</td>
<td>2/28/20</td>
</tr>
<tr>
<td>Step 2.2</td>
<td>Prepare charter document to direct the project team through the duration of the project.</td>
<td>3/1/20</td>
<td>3/15/20</td>
</tr>
<tr>
<td>Step 2.3</td>
<td>Bonney Lake’s and Sumner’s City Councils each adopt the charter document</td>
<td>3/15/20</td>
<td>3/31/20</td>
</tr>
<tr>
<td><strong>Deliverable 1</strong></td>
<td><strong>Project Charter</strong></td>
<td>3/31/20</td>
<td></td>
</tr>
<tr>
<td><strong>Action 3</strong></td>
<td>Develop a public participation plan in order to involve residents of Bonney Lake and Sumner, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups and other stakeholders.</td>
<td>4/1/20</td>
<td>4/30/21</td>
</tr>
<tr>
<td>Step 3.1</td>
<td>Prepare the Public Participation Plan</td>
<td>4/1/20</td>
<td>5/31/20</td>
</tr>
<tr>
<td>Step 3.2</td>
<td>Assemble the Stakeholder Committee based on the Charter Document</td>
<td>6/1/20</td>
<td>6/30/20</td>
</tr>
<tr>
<td>Step 3.3</td>
<td>Integrate Stakeholder Committee into key parts of the housing action plan development process.</td>
<td>7/1/20</td>
<td>3/31/21</td>
</tr>
<tr>
<td>Step 3.4</td>
<td>Implement Public Participation Plan throughout the process</td>
<td>7/1/20</td>
<td>4/30/21</td>
</tr>
<tr>
<td><strong>Deliverable 2</strong></td>
<td><strong>Public Participation Plan</strong></td>
<td>5/31/20</td>
<td></td>
</tr>
<tr>
<td><strong>Action 4</strong></td>
<td><strong>Develop Housing Action Plan</strong></td>
<td>7/1/20</td>
<td>3/31/21</td>
</tr>
<tr>
<td>Step 4.1</td>
<td>Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households</td>
<td>6/1/20</td>
<td>7/31/20</td>
</tr>
<tr>
<td>Step 4.2</td>
<td>Analyze population and employment trends, with documentation of projections.</td>
<td>6/1/20</td>
<td>7/31/20</td>
</tr>
<tr>
<td>Step</td>
<td>Description</td>
<td>Start Date</td>
<td>End Date</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------------------------------------------------------------</td>
<td>------------</td>
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</tr>
<tr>
<td>4.3</td>
<td>Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions. Review and evaluate the effectiveness of current code provisions related to housing.</td>
<td>6/1/20</td>
<td>7/31/20</td>
</tr>
<tr>
<td>Deliverable 3</td>
<td>Housing needs assessment and review of existing housing element and code provisions</td>
<td></td>
<td>7/31/20</td>
</tr>
<tr>
<td>4.4</td>
<td>Develop strategies to increase the supply and variety of housing and to minimize displacement of low-income residents.</td>
<td>8/1/20</td>
<td>9/30/20</td>
</tr>
<tr>
<td>4.5</td>
<td>Develop a schedule of actions to implement the strategies</td>
<td>8/1/20</td>
<td>9/30/20</td>
</tr>
<tr>
<td>4.6</td>
<td>Prepare Housing Action Plan</td>
<td>10/1/20</td>
<td>01/31/21</td>
</tr>
<tr>
<td>Deliverable 4</td>
<td>Draft Housing Action Plan</td>
<td></td>
<td>10/31/20</td>
</tr>
<tr>
<td>4.7</td>
<td>Hold public hearings</td>
<td>02/01/21</td>
<td>02/28/21</td>
</tr>
<tr>
<td>4.8</td>
<td>Adopt Housing Action Plan</td>
<td>03/01/21</td>
<td>03/31/21</td>
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<tr>
<td>Deliverable 5</td>
<td>Adopted Housing Action Plan</td>
<td></td>
<td>03/31/21</td>
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**Attachment B**
## Budget

<table>
<thead>
<tr>
<th>Action / Deliverables</th>
<th>Commerce Funds</th>
<th>Other Funds [If applicable]</th>
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<tbody>
<tr>
<td>DELIVERABLE 1. Project Charter</td>
<td>$10,000</td>
<td>$</td>
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<tr>
<td>DELIVERABLE 2. Public Participation Plan</td>
<td>$15,000</td>
<td>$</td>
</tr>
<tr>
<td>DELIVERABLE 3. Housing Needs assessment</td>
<td>$25,000</td>
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</tr>
<tr>
<td>DELIVERABLE 4. Draft Housing Action Plan</td>
<td>$5,0000</td>
<td></td>
</tr>
<tr>
<td>DELIVERABLE 5. Adopted Housing Action Plan</td>
<td>$50,000</td>
<td></td>
</tr>
</tbody>
</table>

|                               |                | $150,000                 |
November 5, 2019

The Honorable Neil Johnson  
Mayor of Bonney Lake  
Post Office Box 7380  
Bonney Lake, Washington 98391

RE: E2SHB 1923 Grant – Increasing Residential Building Capacity

Dear Mayor Johnson:

I am pleased to inform you that the cities of Bonney Lake and Sumner have been awarded $150,000.00 in grant funds for the 2019-21 Biennium to assist with increasing urban residential building capacity and streamlining regulations. The Washington State Legislature created this new grant program under Engrossed Second Substitute House Bill (E2SHB) 1923 (Chapter 348, Laws of 2019), which provides a number of eligible land use planning activities for cities to consider implementing to increase housing capacity.

This grant will be administered by the Washington Department of Commerce, Growth Management Services unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between Bonney Lake and the Department of Commerce. Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 28, 2019, the effective date of E2SHB 1923.

Anne Fritzel, Senior Planner is available to help you if you have any questions. Please call (360) 725-3064 or email anne.fritzel@commerce.wa.gov for assistance with this contract going forward.

Sincerely,

[Signature]

Dave Andersen, AICP  
Managing Director  
Growth Management Services

cc: The Honorable Bill Pugh, Mayor of Sumner  
Jason Sullivan, Planning and Building Supervisor, City of Bonney Lake  
John P. Vodopich, AICP, City Administrator, City of Bonney Lake  
Ryan Windish, Community Development Director, City of Sumner  
Jason Wilson, Interim City Administrator, City of Sumner  
Anne Fritzel, Senior Planner, Department of Commerce, Growth Management Services
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact: PS / John Woodcock
Meeting/Workshop Date: 10 December 2019
Agenda Bill Number: AB19-169

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2806
Sponsor:

Agenda Subject: Awarding the Professional Services Agreement to Universal Field Services to acquire the Right of Way necessary for the SR 410 - 214th Avenue Roundabout

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Professional Services Agreement To Universal Field Services To Acquire The Right Of Way Necessary For The SR 410 - 214th Avenue Roundabout..

Administrative Recommendation: Approve

Background Summary: On February 26, 2019 Council approved Resolution 2722 to prepare and Interchange Control Evaluation (ICE) for the SR 410-214th Intersection. WSDOT approved the findings of the ICE that supported the use of a Roundabout (RAB) for the SR 410 - 214th intersection. On August 27, 2019 Council approved Resolution 2779 for the preparation of the right of way plan and documents necessary to support the RAB application to the intersection.

With those steps accomplished we have identified nine parcels that will require partial acquisitions. The attached Professional Services Agreement with UFS will accomplish that task. We are estimating the land costs to be between $125,000 and $150,000.

As the City continues to apply for future grant opportunities, having the necessary ROW acquired increases the application scoring to compete for the funding available to complete the design and construction phases of the new roundabout intersection.

Attachments: Resolution 2806, Contract, Map

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
<th>Fund Source</th>
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<td>$275,669.00</td>
<td>$207,151.00</td>
<td>$78,672.00</td>
<td>$128,479.00</td>
<td>General</td>
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<td></td>
<td></td>
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<td></td>
<td>Utilities</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

Budget Explanation: Street CIP: Eden-301.099.042.595.20.63.01; SR410 & 214th Roundabout Interchange. Revenue Source: Street REET and TIF

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: 3 December 2019

Approvals:
Chair/Councilmember: Dan Swatman
Councilmember: Randy McKibbin
Councilmember: Michelle Keith

Consent Agenda: Yes

Forward to: Consent Agenda: No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):
Meeting Date(s):
Public Hearing Date(s):
Tabled to Date:
<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Johnstone</td>
<td>Neil Johnson Jr.</td>
<td>(if applicable)</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2806

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDING THE PROFESSIONAL SERVICES AGREEMENT TO UNIVERSAL FIELD SERVICES TO ACQUIRE THE RIGHT OF WAY FOR THE SR 410 - 214TH AVENUE ROUNDBOUT.

WHEREAS, City Council approved Resolution 2722 on 26 February 2019 authorizing the Professional Services Agreement with SCJ Alliance for the preparation of the 214th Roundabout (RAB) Interchange Control Evaluation (ICE) Report per Washington State policy; and

WHEREAS, In April 2019 SCJ Alliance concluded that a Roundabout (RAB) was the preferred intersection treatment for the SR 410 – 214th Avenue Intersection from the ICE report; and

WHEREAS, the City submitted the ICE for the SR 410 – 214th Avenue Intersection to WSDOT in April 2019 for their review and concurrence; and

WHEREAS, WSDOT approved the ICE results in June 2019 for the SR 410 – 214th Avenue Intersection; and

WHEREAS, City Council approved Resolution 2779 on 27 August 2019 authorizing the Professional Services Agreement with SCJ Alliance for the preparation of the 214th RAB Right of Way (ROW) plan to identify the necessary parcels for acquisition; and

WHEREAS, City Council approved the 2019 – 2020 Biennial Budget supporting $400,669.00 for ROW acquisition for the SR 410 – 214th Intersection; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign the attached Professional Services Agreement with Universal Field Services in the amount of $78,672.00 for the acquisition services for the ROW necessary to construct the RAB at SR 410 – 214th Avenue.

Passed by the City Council this 10th day of December, 2019.

______________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED: APPROVED AS TO FORM:

Agenda Packet p. 43 of 100
Harwood T. Edvalson, City Clerk

Kathleen Haggard, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this __________ day of ________________________, 2019, by and between the City of Bonney Lake ("City") and Universal Field Services, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility for employment. The consultant shall include a provision substantially the same as this section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the
City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; provided, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

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

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

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. **Professional Liability** insurance appropriate to the Consultant’s profession.
B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party’s right to demand strict performance of that or any other provision of this Agreement any time thereafter.

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

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

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

CITY OF BONNEY LAKE

By: ________________________________
    Neil Johnson Jr., Mayor

UNIVERSAL FIELD SERVICES, INC.

By: ________________________________
    Mitch Legel, VP Northwest Region

**Attachments:**
Exhibit A: Scope of Work/Deliverables/Fee
Exhibit B: Rates
Scope of Work
SR 410 and 214th Avenue E Roundabout
Right of Way Acquisition Services

It is understood there are no federal funds participating in any phase of the project at this time. However, the City desires all Right of Way Acquisition services are completed to the greatest extent practical, in compliance with the City's WSDOT approved Right of Way acquisition policies and procedures and WSDOT's Local Agency Guidelines - Section 25 (Right of Way Procedures).

This scope of work is based on the following:
- Review of Right of Way Exhibit dated 11/2019 provided by the City.
- Review of limited public online ownership information.

Assumption: There six (6) Larger Parcels impacted by the project. If the determination of Larger Parcel changes, a Supplement to this agreement may be required.

A. Preparation and Administration – Upon Notice to Proceed, UFS staff will attend a kick off meeting with the City and its design team (Parametrix) to obtain additional project information including: available contact information for property owners; discuss material and information needed from Parametrix (ROW Plan, Legal Descriptions, Exhibits, Staking, etc.), along with any additional information that will assist in the right of way acquisition process. UFS will participate in up to six (6) progress meetings via conference calls and provide up to eight (8) monthly progress and tracking reports when invoicing.

UFS will provide sample templates of all acquisition documents (offer letters, deeds, easements, right of entries, consents, etc.) for the City's review and approval for project use. All forms and documents will comply with City's standards and in accordance with statutory requirements. The City's pre-approved documents will be used when provided. UFS will maintain acquisition records in accordance with statutory, regulatory and policy requirements.

It is understood the approved project Right of Way plan, legal descriptions and acquisition exhibits for all the real property rights to be acquired will be provided prior to commencing the Project Funding Estimate described in sub-Task D below.

For each parcel impacted, prepare acquisition files to include fair offer letters, a standard diary form indicating all contacts with owner(s), recording and ancillary documents, and other items necessary to complete the work.

Deliverables:
- Attend Project Kickoff Meeting (2 UFS Staff) – City Office.
- Attend six (6) Progress Meetings (2 UFS Staff) – Conference call.
- Provide eight (8) Monthly Progress Reports.
- Coordinate City approval of Acquisition forms and documents for project use.
- Coordinate with the City's design team – Parametrix.

B. Title - Ownership Review – It is assumed the City will provide title reports for all properties impacted requiring permanent real property rights. If requested, UFS will order title reports, updates and title supplements assuming the title company bills the City directly. Upon receipt of title reports, UFS staff will conduct initial reviews of each report to assess potential complications including conflicts from utility encumbrances, etc., that may pose obstacles or delays to the acquisition closing process.
EXHIBIT A

November 27, 2019

A Parcel Title Summary and Risk Analysis Memo will be prepared for each parcel requiring permanent real property rights listing encumbrances and exceptions with recommendations to the City on how to resolve each.

**Deliverables:**
- Prepare up to six (6) Parcel Title Summary and Risk Analysis Memos.

**C. Public Outreach** — UFS will assist the City in preparation of an “Introduction Informational Letter” for delivery by the City to each property owner shown in Table A below. The letter will describe the purpose of the project; the project schedule; identify the City’s consultants (Survey, Design and Right of Way and the purpose of each firm. The City will deliver on its letterhead by US mail to each property owner shown in Table A below.

**Deliverables:**
- Sample “Introduction Informational Letter”

**D. Project Funding Estimate (PFE)** — UFS will subcontract and manage completion of the PFE through our state licensed and WSDOT approved appraiser (Pacific Appraisal Associates). The PFE will be prepared in accordance with the City’s WSDOT approved Right of Way Acquisition procedures, and WSDOT’s Local Agency Guidelines — Section 25 (Right of Way Procedures). It is assumed nine (9) separate tax parcels will be included in the PFE. Some parcels appear to be commonly owned and it is assumed there are six (6) Larger Parcels — See Table A.

Generally, the PFE is a tool to be used for confirming estimated Right of Way costs and primarily for consideration of utilizing the Appraisal Waiver process when the estimated amounts of just compensation to property owners are at or below the City’s WSDOT approved Appraisal Waiver limit and when the acquisition is uncomplicated.

As part of the PFE, individual parcel worksheets will be prepared to estimate the amount of just compensation using confirmed comparable sales data determined by the appraiser and information obtained from City approved Right of Way plans. All parcel worksheets will be combined into a project summary worksheet for review by the City. For those parcels that qualify for the Appraisal Waiver process, individual parcel worksheets described above will be converted to Administrative Offer Summary (AOS) worksheets in-lieu of Appraisals. Offers to property owners that are based on AOS worksheets are considered Administrative offers.

*(Note: Completion of the PFE is required in order to take advantage of the Appraisal Waiver process. For offers $10,000 or more up to $25,000, property owners must be informed in writing if the offer is not based on an appraisal and that an appraisal will be provided if requested. This requirement could have a slight impact on the project schedule and budget).*

**Deliverables:**
- Project Funding Estimate to include nine (9) separate tax parcels — See Table A.

**E. Appraisal / Appraisal Review / Administrative Offer Summary Worksheets** — Upon completion of the PFE, the real property valuation process will begin. With results of the PFE discussed above and in consideration of the City’s appraisal waiver limit of $25,000, UFS will coordinate with the City to determine which parcels will require AOS Worksheets, Appraisals and Appraisal Review reports.

It is reasonable to assume estimated amounts of just compensation for all parcels will be considered uncomplicated and fall below the Appraisal Waiver limit of $25,000. It is also reasonable to assume...
estimated amounts of just compensation could fall within the range of $10,000 to $25,000 (See Note in sub-Task D above). For budgeting purposes, this scope of work and related fee estimate assumes two (2) parcels may require an Appraisal and Appraisal Review.

For efficiency, Appraisal reports are typically prepared by the appraiser who completed the PFE. All AOS worksheets, Appraisal and Appraisal Review reports will be completed in accordance with the Uniform Standards of Professional Appraisal Practices, WSDOT Local Agency Guidelines, the WSDOT Right of Way Manual (in particular, Chapters 4 and 5), and the Uniform Act. The total number of AOS worksheets, Appraisal and Appraisal Review reports are subject to project design revisions, appraisal waiver determinations during the PFE process, property owner requests when administrative offers are made and as directed by the City.

Deliverables:
- AOS Worksheets – four (4) each
- Appraisal – two (2) each – For budget purposes if needed (See Note 1)
- Attend two (2) Appraisal inspections – For budget purposes if needed (See Note 1)
- Appraisal Reviews – two (2) each – For budget purposes if needed (See Note 1)

Note: 1) Additional Appraisal Inspections, Appraisals and Appraisal Reviews will require an amendment to this Scope of Work and related Fee Estimate.

F. Present Offers / Negotiations - Upon receipt of written approvals from the City establishing the amounts of just compensation, Universal staff will prepare offer package(s) and promptly present offers to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible. If negotiations reach an impasse, Universal shall provide the City with written notification. If necessary, Universal will attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the owner(s), allowing the project to move forward to construction and allowing the property owner additional time to negotiate. As a last resort, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, the file will be transmitted to the City’s legal staff for mediation or filing of a condemnation action.

Deliverables:
- Prepare Offer Packages – six (6) each
- Present Offers / Conduct Negotiations.

G. Parcel Closing – Prior to sending a settled acquisition package to the City for payment and closing, Universal will request an update on each title report from the designated Title Company to ensure ownership has not changed and new encumbrances or exceptions have not been recorded. Upon review of updated title information and previously completed Parcel Title Summary Memo, Universal will provide advisory assistance to the City in determining the most appropriate method of closing each transaction.

Subject to the City’s Title Clearing policies, the method of closing can be completed in-house or through a reputable escrow firm. Typically, the title company will provide escrow services.

In-House Closing – Generally for low risk and uncomplicated title clearing, this method is subject to the City’s title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the City for approval and processing. Simultaneously, Universal will coordinate with recommendations to the City for taking title to certain exceptions and encumbrances.
**Escrow Closing** – Generally for higher risk and complicated title clearing, this method will also consider the City’s title clearing policies. The signed conveyance documents together with escrow instructions will be transmitted to the City for approval and signature. Once City approval is received, the transaction package will be delivered to the designated escrow company for closing and recording. Albeit the escrow firm’s responsibility, Universal will work with the Escrow and Title Company in their effort to remove unacceptable exceptions and to obtain title insurance policies for the City.

**Deliverables:**
- Completed parcel files and records of all Right of Way Acquisition services.

**H. Right of Way Certification** – There are no federal funds in the project, therefore ROW certification is not required through WSDOT. However, right of way acquisition files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation.

**Deliverables:** N/A – For informational purposes only.

**CITY will provide the following:**

1. Direct payment to the Title Company for each title report and updates as may be needed.
2. Approve designation of the escrow company used for this project. The escrow company will bill the CITY directly for all escrow services, if any.
3. Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
4. Legal descriptions in electronic format for all real property rights to be acquired.
5. Form approval, in electronic format, of all legal conveyance documents and forms prior to use (i.e. offer letters, deeds, easements, etc.).
6. Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
7. Payment of any and all compensation payments to property owners, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
8. Send “Introduction Letters” to property owners as necessary.

<table>
<thead>
<tr>
<th>No.</th>
<th>Larger Parcel</th>
<th>Tax Parcel No.</th>
<th>Owner</th>
<th>Partial Fee Simple</th>
<th>Sight Distance</th>
<th>Temp Const.</th>
<th>Valuation Type (See note 2)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>0519026041</td>
<td>Hwangpo Kyoungao &amp; Kyoungae</td>
<td>X</td>
<td>AOS</td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>0519026042</td>
<td>SFP-B Limited Partnership</td>
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<td>AOS</td>
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<td>3</td>
<td>0516025043</td>
<td>SafeWay Stores 58 Inc #544</td>
<td>X</td>
<td>AR</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>4</td>
<td>0519035003</td>
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<td>5</td>
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<td>0519031024</td>
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<td>0519022011</td>
<td>Fife Investments LLC</td>
<td>X</td>
<td>AOS</td>
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</tr>
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</table>

**Notes:**
1) Real Property Rights to acquire as shown is subject to change upon completion of an approved Right of Way Plan. Any changes could increase the level of effort estimated to complete acquisition negotiations.

2) Valuation Types for each parcel is assumed and will be ascertained upon completion of a Project Funding Estimate. AR (Appraisal); AOS (Administrative Offer Summary) worksheet.

3) Subject to appraiser’s determination of Larger Parcel.
EXHIBIT B
City of Bonney Lake
SR 410 and 214th Avenue E Roundabout
Right of Way Services
Fee Estimate

**DIRECT SALARY COSTS (DSC)**

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Hours</th>
<th>Rate</th>
<th>Cost</th>
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<tr>
<td>1 ROW Oversight</td>
<td>30.00</td>
<td>X</td>
<td>$59.91</td>
</tr>
<tr>
<td>2 Project Manager</td>
<td>107.50</td>
<td>X</td>
<td>$51.50</td>
</tr>
<tr>
<td>3 Senior Acquisition Specialist</td>
<td>380.50</td>
<td>X</td>
<td>$42.50</td>
</tr>
<tr>
<td>4 Title / Escrow Specialist</td>
<td>72.50</td>
<td>X</td>
<td>$32.00</td>
</tr>
<tr>
<td>5 Sr Administrative Specialist</td>
<td>152.50</td>
<td>X</td>
<td>$28.50</td>
</tr>
</tbody>
</table>

| Total Hours | 743.0 |
| Subtotal Direct Salary Costs (DSC) | $30,171 |
| Overhead (OH) | 80.42% |
| Fixed Fee (FF) | 30% |
| **TOTAL DSC** | **$63,486** |

**DIRECT NONSALARY COSTS (DNSC)**

- Mileage: 2280 miles @ $0.580
- Miscellaneous Expenses (see note 4 below)

<table>
<thead>
<tr>
<th>Miscellaneous Expenses</th>
<th>Cost</th>
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<tbody>
<tr>
<td>$1,322</td>
<td></td>
</tr>
<tr>
<td>$400</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL (DNSC)</strong></td>
<td><strong>$1,722</strong></td>
</tr>
</tbody>
</table>

**SUBCONSULTANTS**

- Project Funding Estimate (includes 4 AOS worksheets) | $5,400
- Appraisal (2 each) SH&H Valuations | $6,000
- Appraisal Review (2 each) R.F. Duncan & Associates | $1,800
- 2% Admin (B&O Taxes, etc.) | $264

**TOTAL SUBCONSULTANT FEES** = **$13,464**

**TOTAL ESTIMATE AMOUNT** = **$78,672**

**Notes:**
1. Universal reserves the right to re-negotiate estimate total if Notice to Proceed not provided within 180 days from the date of this estimate.
2. Mileage to be billed at $0.560/mile or the approved IRS rate at the time mileage is incurred.
3. See Table A in the Scope of Work for list of parcels impacted.
4. Reimbursable miscellaneous expenses including but not limited to: photos, postage, parking, printing, FedEx fees, etc., at cost - no markup.
5. This fee estimate is based on UFS Scope of Work dated November 27, 2019.
6. There are no federal funds participating in any phase of this Project.
### EXHIBIT B

City of Bonney Lake  
SR 410 and 214th Avenue E Roundabout  

Right of Way Services  
Fee Estimate

<table>
<thead>
<tr>
<th>No.</th>
<th>Parcel Information</th>
<th>Property Rights to be Acquired</th>
<th>Valuation Type</th>
<th>Acquisition</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Partial Fee Simple</td>
<td>Sight Distance Easement</td>
<td>Temporary Construction Easement</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>Intergen Kyongae &amp; Kyongae</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>SFP-B Limited Partnership</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>Safeway Stores 58 Inc #544</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
<td>Bonney Lake Village Assoc, LLC</td>
<td>X</td>
<td>AR</td>
</tr>
<tr>
<td>5</td>
<td>5</td>
<td>Contingence LLC</td>
<td>X</td>
<td>AOS</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>Fills Investments LLC</td>
<td>X</td>
<td>AOS</td>
</tr>
</tbody>
</table>

**Notes:**
1) **AR** = Appraisal and Appraisal Review, **AOS** = Administrative Offer Summary worksheet.
### UPPER NORTHWEST DIVISION

<table>
<thead>
<tr>
<th>Revenue:</th>
<th>Sep-19</th>
<th>Sep %</th>
<th>Year to Date</th>
<th>Year to Date</th>
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<tbody>
<tr>
<td>Gross Revenue</td>
<td>110,483.30</td>
<td></td>
<td>1,427,956.96</td>
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<tr>
<td>Expense:</td>
<td></td>
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<tr>
<td>Direct Costs-Salary Costs</td>
<td>47,661.73</td>
<td></td>
<td>611,940.21</td>
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</tr>
<tr>
<td>Direct Costs-Payroll Burdens</td>
<td>12,615.56</td>
<td>26.47%</td>
<td>152,323.45</td>
<td>24.89%</td>
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<tr>
<td>Other Direct Costs</td>
<td>20,864.49</td>
<td></td>
<td>293,002.87</td>
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<tr>
<td>Job Gross Profit</td>
<td>29,341.52</td>
<td>26.56%</td>
<td>370,690.43</td>
<td>25.96%</td>
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<tr>
<td>Less:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Division Overhead - Actual</td>
<td>(24,067.63)</td>
<td>50.50%</td>
<td>(229,037.46)</td>
<td>37.43%</td>
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<td>Division Gross Profit</td>
<td>5,273.89</td>
<td>4.77%</td>
<td>141,652.97</td>
<td>9.92%</td>
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<tr>
<td>Corporate Overhead</td>
<td>18.10%</td>
<td></td>
<td>(10,883.89)</td>
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<tr>
<td>**as a % of Direct Salary Costs</td>
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<td>(110,761.18)</td>
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<td>Net Income/Loss()</td>
<td>(5,610.00)</td>
<td>(5.08%)</td>
<td>30,891.79</td>
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<td>Overhead % Summary:</td>
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<tr>
<td>Payroll Burden Overhead</td>
<td>26.47%</td>
<td></td>
<td>24.89%</td>
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<tr>
<td>Division Overhead</td>
<td>50.50%</td>
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<td>37.43%</td>
<td></td>
</tr>
<tr>
<td>Corporate Overhead</td>
<td>22.84%</td>
<td></td>
<td>18.10%</td>
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</tr>
<tr>
<td>TOTAL OVERHEAD %</td>
<td>99.80%</td>
<td></td>
<td>80.42%</td>
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</tr>
</tbody>
</table>
November 15, 2019

Steve Reinhart, SR/WA
Project Manager
Universal Field Services, Inc.
111 Main Street, Suite 105
Edmonds, WA 98020
e-mail: sreinhart@ufsrw.com

RE: City of Bonney Lake
SR 410 & 214th Avenue East Roundabout Project

Dear Mr. Reinhart:

Per our recent correspondence, our firm can provide you with appraisal services concerning the above mentioned right-of-way project. As part of this project it is my understanding that a project funding estimate will be required. This estimate acts as a budgetary tool, and is used to roughly estimate the costs of the project for such items as compensation to property owners, negotiation, and relocation where needed, possible court costs, and appraisal costs (including reviews). If the estimate indicates a compensation of $25,000 or less for an individual parcel and/or the appraisal problem is not complicated, an Administrative Offer Summary sheet would be used instead of an appraisal, for negotiation purposes. The format of the appraisals will follow USPAP requirements and WSDOT guidelines.

There are a total of six ownership groups (larger parcels) identified in the right of way plans, dated November 2019. There are nine Pierce County Assessor’s Parcels in which right of way will be acquired. The right of way plans have been completed by SCJ Alliance Consulting Services. In your request for proposal you have identified the two parcels under the ownership of SFP-B Unlimited as each being its owner larger parcel. However, based on my review of county records, it appears that both of these parcels are used to support a Les Schwab Tire Center. Therefore, the two parcels under the ownership of SFP-B Unlimited would constitute one larger parcel.
EXHIBIT B

The fee to complete a project funding estimate for the anticipated 6 larger parcels is $900 each for a total fee of $5,400. This fee includes the completion of the Administrative Offer Summaries on four of the larger parcels, assuming that we haven notice to complete the Administrative Offer Summaries within three months of the completion of the Project Funding Estimate. If there is a longer delay it may be necessary to reevaluate the properties due to the changing market influences. If so, there may be additional charges due to the need to complete new research on comparable data.

Two of the larger parcels, under the ownership of Safeway Stores 58 and Bonney Lake Village Associations LLC are identified as potentially requiring appraisal services. These two appraisals can be completed for $3,000 each, for a total additional fee of $6,000. The appraisal fee assumes that we are given direction to complete the appraisals within three months of the completion of the Project Funding Estimate. If there is a longer delay it may be necessary to reevaluate the properties due to the changing market influences. If so, there may be additional charges due to the need to complete new research on comparable data.

Therefore, the total fee to complete the Project Funding Estimate, Administrative Offer Summaries, and appraisals is $11,400. The Project Funding Estimate can be completed within five weeks of notice to proceed.

It is noted that these fees do not include any other experts that may be needed in the appraisal process. An example would be “cost to cure” items if needed (design, engineering, sign relocation, etc.) as the result of the acquisition. The above fees also do not include any additional work outside of the appraisal process, including conference meetings and/or the preparation for potential condemnation. Work completed outside of the appraisal process will be billed separately at $275 per hour.

Sincerely,

Barbro A. Hines, MAI, SRA
November 19, 2019

Mr. Steve Reinhart, SR/WA,
Universal Field Services, Inc.
111 Main St, #105
Edmonds, WA 98020

RE: City of Bonney Lake SR-410 and 214th Ave. Roundabout Project-2 Appraisal Reviews

Dear Mr. Reinhart:

My proposal to prepare a WSDOT compliant review for a maximum of two larger parcels on this project is a fee of $900 per parcel, or $1,800 total, with a delivery of 7 business days from the notice to proceed. The fee is based on my billing rate of $150 per hour, which includes all of my costs.

My deliverables will be a signed narrative appraisal review report (Review Certificate) for each larger parcel that I will personally write and sign. My appraisal review report will meet or exceed all City of Bonney Lake, state, federal, WSDOT, USPAP, and RCO, requirements.

Please be advised that I am on the WSDOT List of Approved Appraisers and Review Appraisers.

Thank you for the opportunity to submit this proposal on this important project.

Sincerely,

Richard F. Duncan, MAI
City of Bonney Lake  
City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department / Staff Member:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<tbody>
<tr>
<td>Bryan Jeter, Chief of Police</td>
<td>December 10, 2019</td>
<td>AB19-172</td>
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<table>
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<tr>
<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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<tbody>
<tr>
<td>Resolution</td>
<td>2807</td>
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**Agenda Subject:** South Sound 911 Support Services Agreement

**Full Title/Motion:**
A Resolution of The City Council of The City of Bonney Lake, Pierce County, Washington, to sign a Support Services Agreement with South Sound 911.

**Administrative Recommendation:** Approve

**Background Summary:** The Bonney Lake Police Department utilizes South Sound 911 for a variety of support services in addition to dispatch. South Sound 911 recently had a change in governance that requires a Support Services Agreement with each entity. This agreement would commence on January 1, 2020.

**Attachments:** Support Services Agreement with South Sound 911

**BUDGET INFORMATION**

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<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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<td>General</td>
</tr>
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<td></td>
<td>Utilities</td>
</tr>
<tr>
<td></td>
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<td>Other</td>
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**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<th>Council Committee:</th>
<th>Approvals:</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Public Safety</td>
<td>Chair/Councilmember</td>
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<td></td>
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<td></td>
<td>Councilmember</td>
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<td></td>
<td>Councilmember</td>
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**Committee Date:** December 10, 2019

**Forwarded to:**

<table>
<thead>
<tr>
<th>Commission/Board Review:</th>
<th>Consent Agenda:</th>
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<td>Yes</td>
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</table>

| Hearing Examiner Review: | |
|--------------------------| |

**COUNCIL ACTION**

<table>
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<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
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</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Meeting Date(s):</th>
<th>Tabled to:</th>
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</thead>
<tbody>
<tr>
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**APPROVALS**

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<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by</th>
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<tr>
<td>Bryan Jeter</td>
<td></td>
<td>City Attorney:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(if applicable)</td>
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Rev. January 2014  
Agenda Packet p. 63 of 100
RESOLUTION NO. 2807

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A SUPPORT SERVICES AGREEMENT WITH SOUTH SOUND 911

WHEREAS, Bonney Lake Police Department is a member of South Sound 911 and utilizes them for support services in addition to communications services; and

WHEREAS, South Sound 911 has changed its governance model; and

WHEREAS, each entity that utilizes South Sound 911 is required to sign a Support Services Agreement in addition to the Communications Services Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign the Support Services Agreement with South Sound 911.

PASSED BY THE CITY COUNCIL this 10th day of December, 2019.

__________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
Maili Barber, Prosecuting Attorney
SOUTH SOUND 911
LAW ENFORCEMENT
SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is entered between SOUTH SOUND 911 PUBLIC AUTHORITY (hereinafter “SS911”) and the Bonney Lake Police Department, (hereinafter “Law Enforcement Agency”) for support services.

WHEREAS, SS911 is an independent legal public entity created pursuant to RCW 35.21 and chartered by the City of Tacoma to provide Support Services; and

WHEREAS, Law Enforcement Agency is in need of Support Services; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of establishing the terms and conditions under which SS911 will provide Support Services;

NOW, THEREFORE the Parties agree as follows:

1. Effective Date and Duration. This Agreement shall be effective January 1, 2020, and shall be in full force and effect until terminated under the Termination section below.

2. Support Services. SS911 shall provide services, which may include law enforcement records, firearm licensing, fingerprinting, and other services as selected by the Law Enforcement Agency.

3. Law Enforcement Agency Responsibilities. During the duration of this Agreement, Law Enforcement Agency shall:

   A. Comply with the standard operating procedures for services as may be established from time to time by SS911 with input from Law Enforcement Agency.

   B. Comply with applicable Criminal Justice Information Services (CJIS) and State ACCESS policies and requirements related to SS911 services.

   C. Authorize SS911 to provide service within Law Enforcement Agency’s jurisdiction and, where applicable, delegate its authority to SS911 to provide such service.

   D. Notify SS911 in writing of any changes to the Support Services being sought for the following year at least three months prior to SS911 Governing Board’s approval of the Support Services fee schedule, which occurs in September.

4. Fees for Services. Law Enforcement Agency agrees to pay at least quarterly for services based on the fee schedule approved by the SS911 Governing Board. SS911 shall give at least three months advance notice of any change to its fee schedule. Law Enforcement Agency shall be notified of the fee schedule by electronic mail and it will be deemed received if email transmission was successful. It is the responsibility of the Law Enforcement Agency to notify SS911 if the fee schedule was not received.
5. Records. SS911 shall maintain all records, reports, and documents created and held under this Agreement and the services provided hereunder in accordance with RCW 42.56 (Public Records Act) and RCW 40.14 (Preservation and Destruction of Public Records) and all other applicable federal and state regulations and SS911 policies. Upon receiving a request for a record, SS911 may notify the Law Enforcement Agency regarding the request prior to its release. In the event the Law Enforcement Agency requests the record be withheld or redacted, the Law Enforcement Agency shall be liable for any and all claims, costs, or attorney’s fees incurred by SS911 in complying with the Law Enforcement Agency’s request.

6. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Law Enforcement Agency in the exercise or enjoyment of this Agreement.

SS911 agrees to defend, indemnify and hold harmless Law Enforcement Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.

7. Termination. This Agreement may be terminated by either Party submitting written notice to the other Party by September 1 of any year, to be effective at the end of the following calendar year. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for service or if Law Enforcement Agency violates the terms and conditions of service as determined by the SS911 Governing Board.

8. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

<table>
<thead>
<tr>
<th>SS911</th>
<th>LAW ENFORCEMENT AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janet Caviezel</td>
<td>Name: Bryan Jeter, Chief of Police</td>
</tr>
<tr>
<td>South Sound 911</td>
<td>Address: 18421 Veterans Memorial Dr. E.</td>
</tr>
<tr>
<td>Budget &amp; Finance</td>
<td>Bonney Lake, WA 98391</td>
</tr>
<tr>
<td>955 Tacoma Avenue South, Suite 102</td>
<td></td>
</tr>
<tr>
<td>Tacoma, WA 98402</td>
<td></td>
</tr>
<tr>
<td>Phone: (253)798-2970</td>
<td>Phone: (253)863-2218</td>
</tr>
<tr>
<td>Fax: (253)798-7874</td>
<td>Fax: (253)863-2661</td>
</tr>
<tr>
<td>Email: <a href="mailto:Janet.Caviezel@SouthSound911.org">Janet.Caviezel@SouthSound911.org</a></td>
<td>Email: <a href="mailto:jeterb@cobl.us">jeterb@cobl.us</a></td>
</tr>
</tbody>
</table>
9. **Miscellaneous Provisions.**

A. **Governing Law and Venue.** Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.

B. **Assignment.** The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.

C. **No Third Party Beneficiaries.** This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

D. **Waiver.** A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

E. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

F. **Entire Agreement.** This Agreement contains the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.

G. **Modification.** No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

H. **Acknowledgement.** SS911 is organized pursuant to Substitute Ordinance No. 28595 of the City of Tacoma, Washington adopted on July 9, 2019, and RCW 35.21.730 through 35.21.755, each as existing or as hereinafter amended. All liabilities incurred by SS911 shall be satisfied exclusively from the assets and properties of SS911 and no creditor or other person shall have any right of action against the City of Tacoma or any other public or private entity or agency on account of any debts, obligations, or liabilities of SS911 unless explicitly agreed to in writing by such public or private entity or agency. RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority.”

**IN WITNESS WHEREOF** the parties hereto have accepted an executed this Agreement as of the day and year written above.

**SOUTH SOUND 911**

**BONNEY LAKE POLICE DEPARTMENT**
Andrew E. Neiditz
Executive Director

Approved as to Budget:

Janet Caviezel
Assistant Director, Administration

Approved as to Form:

Peter Beckwith
General Counsel

Print Name: Neil Johnson Jr.
Print Title: Mayor

Address: 9002 Main St E
Bonney Lake, WA 98391
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact: Public Works / Triss Weber
Meeting/Workshop Date: 10 December 2019
Agenda Bill Number: AB19-170

Agenda Item Type: Motion
Ordinance/Resolution Number: 
Councilmember Sponsor: 

Agenda Subject: Motion to Accept as Complete the Ponderosa Booster Pump Station Generator Improvements Project with MB Electric, LLC.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Ponderosa Booster Pump Station Generator Improvements Project With Mb Electric, Llc.

Administrative Recommendation: Approve

Background Summary: Resolution 2760 dated June 11, 2019 awarded the Ponderosa Booster Pump Station Generator Improvements to MB Electric, LLC. Work consisted of the removal of the existing 100kW generator, extending generator pad, procure and install new Cummins C175D6D emergency power generator, transfer switch, and ancillary equipment. Completed initial generator start-up and equipment testing.

See attached Project Completion Report for detailed information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the Assistant City Engineer and the project close out documents are complete. Employment Security, Department of Revenue and Department of L&I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

Attachments: Project Completion Report, Notice of Completion of Public Works Contract and 2 pictures.

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
<th>Fund Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>General</td>
</tr>
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<td></td>
<td>Utilities</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

Budget Explanation: Release of Retainage in the amount of $13,300.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Approvals:
Date: 
Chair/Councilmember
Councilmember
Councilmember

Forward to: Consent Agenda: Yes  No
Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director: Ryan Johnstone, Interim PS
Mayor: Neil Johnson, Jr.
Date Reviewed by City Attorney: 
(if applicable)
### Project Title:

**Ponderosa Booster Pump Station Generator Improvements**

### Project Financing Summary:

#### Project Revenue Sources:

<table>
<thead>
<tr>
<th>Budget Authorized by City Council:</th>
<th>City Fund Source(s):</th>
<th>Water SDC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>175,000</td>
</tr>
<tr>
<td>Total Project Budget Utilized=</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
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<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0</td>
</tr>
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</table>

#### Project Expenditures:

<table>
<thead>
<tr>
<th>Study =</th>
<th>Design =</th>
<th>Total Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Engineer's Estimate =</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract Award Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$145,369</td>
</tr>
<tr>
<td>Low Bid/Contract=</td>
<td>Contingency- 15%=</td>
<td>$145,369</td>
</tr>
<tr>
<td>Field Engineering Services- 5%=</td>
<td></td>
<td>$145,369</td>
</tr>
</tbody>
</table>

#### Total Project Cost =

$145,369

#### Total Budget for construction= 

$145,369

#### Actual

$145,369

#### Over Budget= 

$0

#### Actual Revenue Sources utilized for project:

<table>
<thead>
<tr>
<th>Budget Authorized by City Council:</th>
<th>Actual City Funds utilized:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$159,906</td>
</tr>
</tbody>
</table>

#### Total Actual for complete project= 

$145,369
### Planning

<table>
<thead>
<tr>
<th>Planning</th>
<th>Actual Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Facilities Plan Approved by City Council:</td>
<td></td>
</tr>
<tr>
<td>Study Required:</td>
<td>N/A</td>
</tr>
<tr>
<td>FY Funding in Budget:</td>
<td>N/A</td>
</tr>
<tr>
<td>Study Contract NTP Date:</td>
<td>N/A</td>
</tr>
<tr>
<td>Study Contract Completion Date:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

| Planning Actual Total = | $0 |

### Design

<table>
<thead>
<tr>
<th>Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date RFP Issued</td>
</tr>
<tr>
<td>Design Contract Award Date:</td>
</tr>
<tr>
<td>Design Contract Completion Date:</td>
</tr>
<tr>
<td>Design Consultant(s):</td>
</tr>
<tr>
<td>Scope of Work Changes:</td>
</tr>
<tr>
<td>1 None</td>
</tr>
<tr>
<td>Change Order Summary:</td>
</tr>
<tr>
<td>1 None</td>
</tr>
</tbody>
</table>

| Design Actual Total = | $0 |

### Construction

<table>
<thead>
<tr>
<th>Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Advertisement:</td>
</tr>
<tr>
<td>Bid Opening Date:</td>
</tr>
<tr>
<td>Engineer's Estimate:</td>
</tr>
<tr>
<td>Low Responsive/Responsible Bid:</td>
</tr>
<tr>
<td>General Contractor</td>
</tr>
<tr>
<td>Contract Award Date:</td>
</tr>
<tr>
<td>Contract Completion Date:</td>
</tr>
<tr>
<td>Closeout Date:</td>
</tr>
</tbody>
</table>

| Construction Actual Total = | $145,369 |

| Other Construction |

| Total Project Cost= | $145,369 |
## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

**Date:** 12/10/2019  
**Contractor's UBI Number:** 602 501 189

<table>
<thead>
<tr>
<th>Name &amp; Mailing Address of Public Agency</th>
<th>Department Use Only</th>
</tr>
</thead>
</table>
| City of Bonney Lake  
PO Box 7380  
Bonney Lake, WA 98391  
UBI Number: 277000893 | Assigned to:  
Date Assigned: |

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

**Project Name:** Ponderosa Booster Pump Station Generator Improvements

**Description of Work Done/Include Jobsite Address(es):**
Replaced the existing 100kW with a 175kW emergency power generator at the Ponderosa Booster Pump Station at 19808 106th Ct E.  
Scope included procurement and installation of a new Cummins emergency power generator, transfer switch, transformer, enclosures, conduit, conductors, and ancillary equipment.  
Scope also included an extension of the existing concrete generator pad.

**Federally funded transportation project?** Yes  
(if yes, provide Contract Bond Statement below)

<table>
<thead>
<tr>
<th>Contractor's Name</th>
<th>E-mail Address</th>
<th>Affidavit ID*</th>
</tr>
</thead>
<tbody>
<tr>
<td>MB Electric, LLC</td>
<td><a href="mailto:Debra@mbelectricllc.com">Debra@mbelectricllc.com</a></td>
<td></td>
</tr>
</tbody>
</table>

**Contractor Address:**  
PO Box 5758  
Lacey, WA 98509  
Telephone #: 360 455-1025

**If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number.**

- Retainage Bond
- Contract/Payment bond (valid for federally funded transportation projects)

**Date Contract Awarded:** June 11, 2019  
**Date Work Commenced:** June 26, 2019  
**Date Work Completed:** October 24, 2019  
**Date Work Accepted:** December 10, 2019

Were Subcontractors used on this project? If so, please complete Addendum A. Yes

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>$ 133,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additions (+)</td>
<td>$</td>
</tr>
<tr>
<td>Reductions (-)</td>
<td>$</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$ 133,000.00</td>
</tr>
<tr>
<td>Sales Tax Rate</td>
<td>9.300%</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>$</td>
</tr>
<tr>
<td>Amount Disbursed</td>
<td>$ 132,069.00</td>
</tr>
<tr>
<td>Amount Retained</td>
<td>$ 13,300.00</td>
</tr>
</tbody>
</table>

Sales Tax Amount: $ 12,369.00  
**TOTAL** $ 145,369.00

**NOTE:** These two totals must be equal

**Comments:**

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.  
NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.  
**Submitting Form:** Please submit the completed form by email to all three agencies below.

**Contact Name:** Triss Weber  
**Email Address:** webert@ci.bonney-lake.wa.us  
**Title:** Admin Supervisor of P  
**Phone Number:** 253-447-4320  

---

**Agenda Packet p. 72 of 100**
Addendum A: Please List all Subcontractors and Sub-tiers Below

This addendum can be submitted in other formats.
Provide known affidavits at this time. **No L&I release will be granted until all affidavits are listed.**

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number: (Required)</th>
<th>Affidavit ID*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snell Crane Service Inc.</td>
<td>601626799</td>
<td>898229</td>
</tr>
<tr>
<td>Olson Brothers Pro-Vac LLC</td>
<td>602170975</td>
<td>898155</td>
</tr>
<tr>
<td>Asbach Dirt Works &amp; Landscape LLC</td>
<td>603371677</td>
<td>898677</td>
</tr>
<tr>
<td>Cummins Inc.</td>
<td>600414931</td>
<td></td>
</tr>
<tr>
<td>Cascade Sawing &amp; Drilling Inc.</td>
<td>600436993</td>
<td>901692</td>
</tr>
</tbody>
</table>

For tax assistance or to request this document in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.
Generator Delivery

Placing of new generator
**City of Bonney Lake, Washington**

**City Council Agenda Bill (AB)**

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works / Triss Weber</td>
<td>10 December 2019</td>
<td>AB19-171</td>
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</table>

<table>
<thead>
<tr>
<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motion</td>
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</tbody>
</table>

**Agenda Subject:** Motion to Accept as Complete the 2019 Catch Basin Cleaning Project with Best Parking Lot Cleaning, Inc.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The 2019 Catch Basin Cleaning Project With Best Parking Lot Cleaning, Inc.

**Administrative Recommendation:** Approve

**Background Summary:**
Resolution 2768 dated July 9, 2019 awarded the 2019 Catch Basin Cleaning to Best Parking Lot Cleaning, Inc. Work consisted of cleaning of catch basins, per the NPDES Permits, that the Public Works crew had inspected in the past year. Total Local Access catch basins - 571 and 344 Collectors and Arterial catch basins billed.

See attached Project Completion Report for detailed information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the Assistant City Engineer and the project close out documents are complete. Employment Security, Department of Revenue and Department of L&I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

**Attachments:** Project Completion Report and Notice of Completion of Public Works Contract.

### BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
<th>Fund Source</th>
</tr>
</thead>
<tbody>
<tr>
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<td>General</td>
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<td>Utilities</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

**Budget Explanation:** Release of Retainage in the amount of $6,511.70.

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:**
- Date: 
- Approvals: 
  - Chair/Councilmember: Yes  No 
  - Councilmember: Yes  No
- Forward to: 
- Consent Agenda:  Yes  No

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

**Workshop Date(s):**
**Meeting Date(s):**
**Public Hearing Date(s):**
**Tabled to Date:**

### APPROVALS

<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Johtone, Interim PS Director</td>
<td>Neil Johnson, Jr.</td>
<td>(if applicable)</td>
</tr>
</tbody>
</table>

*Agenda Packet p. 75 of 100*
# PUBLIC WORKS - PROJECT COMPLETION REPORT

**Project Title:** 2019 Catch Basin Cleaning

## Project Financing Summary:

### Project Revenue Sources:

- **Budget Authorized by City Council:** $101,500
- **City Fund Source(s):**
  - Water Rates: $51,500
  - NPDES Grant: $50,000
  - Total: $101,500

**Total Project Budget Utilized:** $65,117

### Project Expenditures:

- **Study:** $0
- **Design:** $0
- **Total Construction:**
  - **Engineer's Estimate:** $85,275
  - **Low Bid/Contract:** $65,117
  - **Contingency - 15%:** $85,275
  - **Field Engineering Services - 5%:** $85,275

**Total Project Cost:** $65,117

**Total Budget for construction:** $85,275
**Actual:** $65,117
**Over Budget:** $20,158

### Actual Revenue Sources utilized for project:

- **Budget Authorized by City Council:** $101,500
- **Actual City Funds utilized:** $65,117

**Total Actual for complete project:** $65,117
### Planning

<table>
<thead>
<tr>
<th>Requirement/Date/Contract</th>
<th>Actual Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Facilities Plan Approved by City Council:</td>
<td>Planning Actual Total = $0</td>
</tr>
<tr>
<td>Study Required:</td>
<td>N/A</td>
</tr>
<tr>
<td>FY Funding in Budget:</td>
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<td>Study Contract NTP Date:</td>
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<tr>
<td>Study Contract Completion Date:</td>
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</table>

### Design

<table>
<thead>
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<th>Requirement/Date/Contract</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Date RFP Issued:</td>
<td>Design Actual Total = $0</td>
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<tr>
<td>Design Contract Award Date:</td>
<td>Design Consultant(s):</td>
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<tr>
<td>Design Contract Completion Date:</td>
<td>Scope of Work Changes:</td>
</tr>
<tr>
<td></td>
<td>1 None</td>
</tr>
<tr>
<td>Change Order Summary:</td>
<td>1 None</td>
</tr>
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### Construction

<table>
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<th>Requirement/Date/Contract</th>
<th>Actual Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Advertisement:</td>
<td>Construction Actual Total = $65,117</td>
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<tr>
<td>Bid Opening Date:</td>
<td>Total Project Cost= $65,117</td>
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<tr>
<td>Engineer's Estimate:</td>
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<td>Low Responsive/Responsible Bid:</td>
<td>6/20/2019</td>
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<td>General Contractor:</td>
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<td>11/6/2019</td>
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<td>12/10/2019</td>
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<td>Scope of Work Changes:</td>
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<tr>
<td>1 None</td>
<td>1 None</td>
</tr>
<tr>
<td>Change Order Summary:</td>
<td>Date</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

Other Design

Other Construction
NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 12/10/2019  Contractor's UBI Number: 601 901 928

<table>
<thead>
<tr>
<th>Name &amp; Mailing Address of Public Agency</th>
<th>Department Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bonney Lake</td>
<td>Assigned to:</td>
</tr>
<tr>
<td>PO Box 7380</td>
<td>Date Assigned:</td>
</tr>
<tr>
<td>Bonney Lake, WA 98391</td>
<td></td>
</tr>
<tr>
<td>UBI Number: 277000893</td>
<td></td>
</tr>
</tbody>
</table>

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

Project Name: 2019 Catch Basin Cleaning

Description of Work Done/Include Jobsite Address(es)
Cleaning of catch basins that have been identified needing to be cleaned as part of the NPDES permit. Catch basins were cleaned all throughout the City of Bonney Lake stormwater system.

Federally funded transportation project?  ☐ Yes  ☑ No  (if yes, provide Contract Bond Statement below)

Contractor's Name: Best Parking Lot Cleaning Inc.
E-mail Address: jay@bestparkinglot.com
Affidavit ID*

Contractor Address:
2412 Inter Ave
Edgewood, WA 98372
Telephone #: 800 310 7406

If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number.

☐ Retainage Bond  ☐ Contract/Payment bond (valid for federally funded transportation projects)

Date Contract Awarded: July 9, 2019
Date Work Commenced: July 29, 2019
Date Work Completed: November 6, 2019
Date Work Accepted: December 10, 2019

Were Subcontractors used on this project? If so, please complete Addendum A.  ☐ Yes  ☑ No

Affidavit ID* - No L&I release will be granted until all affidavits are listed.

Contract Amount: $65,117.00
Additions (+): $0
Reductions (-): $0
Sub-Total: $65,117.00
Sales Tax Rate: 9.300%
Sales Tax Amount: $5,963.01
TOTAL: $71,080.01
Liquidated Damages: $0
Amount Disbursed: $58,605.30
Amount Retained: $6,511.70
TOTAL: $65,117.00

NOTE: These two totals must be equal

Comments:

No Sales Tax- Storm drains are part of the public road or ROW, and the storm drains serve to catch roadway run off.

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: Triss Weber
Email Address: webert@ci.bonney-lake.wa.us
Title: Admin Supervisor of I
Phone Number: 253-447-4320

Department of Revenue
Public Works Section
(360) 704-5650
PWC@dor.wa.gov

Washington State Department of
Labor & Industries
Contract Release
(855) 545-8163, option #4
ContractRelease@LNI.WA.GOV

Employment Security
Department
Registration, Inquiry, Standards & Coordination Unit
(360) 902-9450
publicworks@esd.wa.gov

Agenda Packet p. 78 of 100
Addendum A: Please List all Subcontractors and Sub-tiers Below
This addendum can be submitted in other formats.
Provide known affidavits at this time. **No L&I release will be granted until all affidavits are listed.**

<table>
<thead>
<tr>
<th>Subcontractor's Name:</th>
<th>UBI Number: (Required)</th>
<th>Affidavit ID*</th>
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</thead>
<tbody>
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For tax assistance or to request this document in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact:
Public Works / Triss Weber

Meeting/Workshop Date:
10 December 2019

Agenda Item Type:
Motion

Agenda Subject:
Motion to Accept as Complete the 2019 Backup Generator Maintenance for Water, Sewer and Facilities with Cummins.

Full Title/Motion:
A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The 2019 Backup Generator Maintenance For Water, Sewer And Facilities With Cummins.

Administrative Recommendation: Approve

Background Summary:
Resolution 2750 dated May 14, 2019 awarded a contract with Cummins for Backup Generator Maintenance for 2019 and 2020. Cummins performed a full service and did load bank tests on the water generators. Backup generators for Facilities and Sewer the 1st year consisted of inspections, and a battery, belts/hoses/coolant service. The 2nd year of the contract in 2020 will be alternated depending on the service the 1st year.

See attached Project Completion Report for detailed information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the Assistant City Engineer and the project close out documents are complete. Employment Security, Department of Revenue and Department of L&I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

Attachments: Project Completion Report and Notice of Completion of Public Works Contract.

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
<th>Fund Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>General</td>
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<td>Utilities</td>
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<td></td>
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<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

Budget Explanation: Release of Retainage in the amount of $5,688.25.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:
Date: 
Chair/Councilmember
Councilmember
Councilmember
Forward to:
Consent Agenda: Yes No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director: Ryan Johnstone, Interim PS Director
Mayor: Neil Johnson, Jr.

Date Reviewed by City Attorney: (if applicable)
# PUBLIC WORKS - PROJECT COMPLETION REPORT

**Project Title:** Backup Generator Maintenance - Year One

## Project Financing Summary:

### Project Revenue Sources:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Rates</td>
<td>$26,433</td>
</tr>
<tr>
<td>Sewer Rates</td>
<td>$36,800</td>
</tr>
<tr>
<td>Facilities</td>
<td>$7,305</td>
</tr>
<tr>
<td><strong>Total Authorized</strong></td>
<td><strong>$70,538</strong></td>
</tr>
</tbody>
</table>

### City Fund Source(s):

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Rates</td>
<td>$26,433</td>
</tr>
<tr>
<td>Sewer Rates</td>
<td>$36,800</td>
</tr>
<tr>
<td>Facilities</td>
<td>$7,305</td>
</tr>
<tr>
<td><strong>Total Utilized</strong></td>
<td><strong>$70,538</strong></td>
</tr>
</tbody>
</table>

**Total Project Budget Utilized:** $70,538

## Project Expenditures:

<table>
<thead>
<tr>
<th>Item</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Study</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Design</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Low Bid/Contract</strong></td>
<td>$70,538</td>
<td>$57,871</td>
</tr>
<tr>
<td>Contingency - 15%</td>
<td>$10,588</td>
<td>$12,667</td>
</tr>
<tr>
<td>Field Engineering Services - 5%</td>
<td>$3,530</td>
<td>$3,530</td>
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</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Construction</strong></td>
<td>$70,538</td>
<td>$57,871</td>
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</tbody>
</table>

**Total Project Cost:** $57,871

## Total Budget for Construction:

<table>
<thead>
<tr>
<th>Item</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget Authorized</strong></td>
<td>$70,538</td>
<td>$57,871</td>
</tr>
<tr>
<td><strong>Actual</strong></td>
<td>$57,871</td>
<td>$57,871</td>
</tr>
</tbody>
</table>

**Under Budget:** $12,667

## Actual Revenue Sources Utilized for Project:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Authorized by City Council</td>
<td>$70,538</td>
</tr>
<tr>
<td>Actual City Funds utilized</td>
<td>$57,871</td>
</tr>
</tbody>
</table>

**Total Actual for Complete Project:** $57,871
### Planning

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual Costs</th>
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<tbody>
<tr>
<td>Comprehensive Facilities Plan Approved by City Council:</td>
<td>N/A</td>
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<tr>
<td>Study Required:</td>
<td>N/A</td>
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<td>FY Funding in Budget:</td>
<td>N/A</td>
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<td>Study Contract NTP Date:</td>
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<tr>
<td>Study Contract Completion Date:</td>
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### Design

<table>
<thead>
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<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date RFP Issued</td>
<td></td>
</tr>
<tr>
<td>Design Contract Award Date:</td>
<td></td>
</tr>
<tr>
<td>Design Contract Completion Date:</td>
<td></td>
</tr>
<tr>
<td>Design Consultant(s):</td>
<td></td>
</tr>
<tr>
<td>Scope of Work Changes:</td>
<td></td>
</tr>
<tr>
<td>1 None</td>
<td></td>
</tr>
<tr>
<td>Change Order Summary:</td>
<td></td>
</tr>
<tr>
<td>1 None</td>
<td></td>
</tr>
</tbody>
</table>

### Construction

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Advertisement:</td>
<td>4/4/2019</td>
</tr>
<tr>
<td>Bid Opening Date:</td>
<td>Sole Source</td>
</tr>
<tr>
<td>Engineer's Estimate:</td>
<td>$70,538</td>
</tr>
<tr>
<td>Low Responsive/Responsible Bid:</td>
<td>$57,871</td>
</tr>
<tr>
<td>General Contractor</td>
<td>Cummins</td>
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<tr>
<td>Contract Award Date:</td>
<td>5/14/2019</td>
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<td>Contract Completion Date:</td>
<td>10/31/2019</td>
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<td>Closeout Date:</td>
<td>12/10/2019</td>
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<td>Scope of Work Changes:</td>
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<td>1 None</td>
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<tr>
<td>Change Order Summary:</td>
<td></td>
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<tr>
<td>1 None</td>
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<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Other Construction</td>
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<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Construction Actual Total</td>
<td>$57,871</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Project Cost</td>
<td>$57,871</td>
</tr>
</tbody>
</table>
# NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

**Date:** 12/10/2019  
**Contractor's UBI Number:** 600 414 931

<table>
<thead>
<tr>
<th>Name &amp; Mailing Address of Public Agency</th>
<th>Department Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bonney Lake</td>
<td></td>
</tr>
<tr>
<td>PO Box 7380</td>
<td></td>
</tr>
<tr>
<td>Bonney Lake, WA 98391</td>
<td></td>
</tr>
<tr>
<td><strong>UBI Number:</strong> 277000893</td>
<td></td>
</tr>
</tbody>
</table>

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

**Project Name**  
2019 Backup Generator Maintenance

**Description of Work Done/Include Jobsite Address(es)**  
Preventative maintenance service on the backup power generators in Water, Sewer and Facilities. Preventative maintenance consisted of load banking, changing batteries, hoses, belts and perform inspections.

**Federally funded transportation project?**  
☐ Yes  ☑ No

<table>
<thead>
<tr>
<th>Contractor's Name</th>
<th>E-mail Address</th>
<th>Affidavit ID*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cummins</td>
<td><a href="mailto:terri.l.day@cummin.com">terri.l.day@cummin.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Address</th>
<th>Telephone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1800 Fryar Ave Sumner, WA 98390</td>
<td>425 235 3400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If Retainage is not withheld, please select one of the following and List Surety's Name &amp; Bond Number.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Retainage Bond</td>
</tr>
<tr>
<td>☑ Contract/Payment bond (valid for federally funded transportation projects)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Bond Number:</th>
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</tbody>
</table>

**Date Contract Awarded:**  
May 14, 2019

**Date Work Commenced:**  
June 12, 2019

**Date Work Completed:**  
October 31, 2019

**Date Work Accepted:**  
December 10, 2019

**Were Subcontractors used on this project? If so, please complete Addendum A.**  
☑ Yes  ☐ No

**Affidavit ID* - No L&I release will be granted until all affidavits are listed.**

| Contract Amount | $ 62,951.04  |
| Additions (+)   | $            |
| Reductions (-)  | $ 9,969.30   |
| **Sub-Total**   | $ 52,981.74  |

<table>
<thead>
<tr>
<th>Sales Tax Rate</th>
<th>see below</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If various rates apply, please send a breakdown)</td>
<td></td>
</tr>
</tbody>
</table>

| Sales Tax Amount | $ 4,889.19 |
| Total           | $ 57,870.93 |

**Sales Tax rate 9.3% - $4673.93 and Sales Tax rate 7.9% Buckley - $215.26**

**Liquidated Damages:**  
$         

| Amount Disbursed | $ 52,182.67 |
| Amount Retained  | $ 5,688.26  |

**TOTAL**  
$ 57,870.93

**TOTAL**  
$ 57,870.93

**NOTE:** These two totals must be equal

**Comments:**

**Sales Tax rate 9.3% - $4673.93 and Sales Tax rate 7.9% Buckley - $215.26**

**Note:** The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.

**No Payment shall be made from retained funds until receipt of all release certificates.**

**Submitting Form:** Please submit the completed form by email to all three agencies below.

**Contact Name:** Triss Weber  
**Email Address:** webert@ci.bonney-lake.wa.us  
**Title:** Admin Supervisor of P

**Phone Number:** 253-447-4320

---

**Department of Revenue**  
Public Works Section  
(360) 704-5650  
PWC@dor.wa.gov

**Washington State Department of Labor & Industries**  
Contract Release  
(855) 545-8163, option #4  
ContractRelease@LNI.WA.GOV

**Employment Security Department**  
Registration, Inquiry, Standards & Coordination Unit  
(360) 902-9450  
publicworks@esd.wa.gov
Addendum A: 

Please List all Subcontractors and Sub-tiers Below

This addendum can be submitted in other formats.

Provide known affidavits at this time. **No L&I release will be granted until all affidavits are listed.**

<table>
<thead>
<tr>
<th>Subcontractor's Name:</th>
<th>UBI Number: (Required)</th>
<th>Affidavit ID*</th>
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<tbody>
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REV 31 0020e Addendum (10/28/15)    F215-038-000 10-2014
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact: Executive / David Wells</th>
<th>Meeting/Workshop Date: 10 December 2019</th>
<th>Agenda Bill Number: AB19-149</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Item Type: Resolution</td>
<td>Ordinance/Resolution Number: 2791</td>
<td>Sponsor:</td>
</tr>
</tbody>
</table>

**Agenda Subject:** Administration of the Recreation Programs and Related Fees.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Providing For The Administration Of The Recreation Programs And Related Fees.

**Administrative Recommendation:** Approve

**Background Summary:** Since the inception of the Recreation program many of the agreements with vendors has been without a written contract. This Resolution gives the Recreation program the guidelines to run the program. Additionally it will assist the finance department with clear direction when paying contractors for the services they provide the recreation department.

**Attachments:** Resolution 2791 and contract

### BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
<th>Fund Source</th>
</tr>
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<td></td>
<td></td>
<td>Utilities</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

**Budget Explanation:**

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Finance Committee  
*Approvals:* 
Chair/Councilmember McKibbin  
Councilmember Swatman  
Councilmember Watson  

Date: 12 November 2019  
Forward to: Council Meeting - Finance  
Consent Agenda: Yes No

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

**Workshop Date(s):**  
**Meeting Date(s):**  
**Tabled to Date:**

### APPROVALS

<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney: (if applicable)</th>
</tr>
</thead>
</table>
RESOLUTION NO. 2791

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, PROVIDING FOR THE ADMINISTRATION OF RECREATION PROGRAMS AND RELATED FEES

WHEREAS, the City Council of the City of Bonney Lake voted to assume management of the Recreation Program from the Sumner/Bonney Lake School District; and

WHEREAS, the Recreation Program offers a variety of educational and activity programs for residents of Bonney Lake and students in the Sumner-Bonney Lake School District; and

WHEREAS, the Council wishes to establish parameters for staff’s administration of, and fee-setting for, Recreation programs.

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

Section 1. The City Administrator is authorized to establish and amend rates, fees and charges for participation in recreation programs including youth, adult and family classes and services. The Recreation Program Manager shall recommend participation fees to the City Administrator, considering at least the cost of providing services, participation levels, the target market, requests from program instructors, and the structure of the fee.

Section 2. The City Administrator and Recreation Manager shall review at least annually the current fees for programs and amend them, if necessary, to ensure that the City is providing such services at a reasonable fair market value while to the extent feasible covering costs to the City. The City Administrator may adjust fees for particular programs on a temporary basis for up to one calendar quarter, or for a single season for a particular sport/activity, in order to promote participation.

Section 3. The City Administrator or designee may waive, in whole or in part, participation fees for individuals meeting low-income criteria, to help ensure access to recreation programs regardless of ability to pay. The United States Department of Agriculture Child Nutrition Program Income Guidelines, as they currently exist or as they may be amended in the future, shall be used to determine whether a participant qualifies for a fee reduction or waiver. Any participant qualifying for a fee reduction shall pay the non-reduced portion of the fee prior to participation. Participants ages 17 and under may receive a reduction or waiver of fees for a maximum of one activity per quarter. Participants ages 18 and over may receive a reduction or waiver of fees for a maximum of one activity per year.

Section 4. The City Administrator may waive user fees as part of a concession, advertising or sponsorship agreement under which the City receives consideration equal to or greater than the total amount of the fees to be waived.

Section 5. The Recreation Program Manager shall maintain a record of fees for all programs, including fee reductions and waivers and promotional rates.
Section 6. The City Administrator or designee may develop a scholarship program to subsidize fee waivers and reductions for low income participants. Scholarship funds may be raised through donations from participants or other sources. The City may utilize sponsorship from individuals, businesses or service organizations to cover a portion or all of an activity expense.

Section 7. The City Administrator is authorized to sign service agreements with individuals and entities providing instructional services in the Recreation Program.

Section 8. The Mayor or designee is authorized to implement administrative procedures as may be necessary to carry out the directions of this Ordinance.

PASSED by the City Council and approved by the Mayor this 10th day of December, 2019.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
Recreation Programming Service Agreement

I, ___(name of contractor)___, Contractor, hereby agree to provide ___(service/program)___ for the City of Bonney Lake/Sumner-Bonney Lake School District Recreation Department. This will be part of the ___(session)_____. The program shall be conducted ___(date/time/place)___.

All instructors are independent contractors who contract their skills or services to the City. An independent contractor is not an employee of the City of Bonney Lake.

The Contractor will be compensated as stated below: (Select either (1) or (2). Select (3) if necessary to clarify payment for expenses).

(1) _______ The contractor will receive ___(total $ amount or total %)___ not to include the additional amount charged by the Recreation Department to non-residents (those participants who are not Bonney Lake residents or students within the Sumner-Bonney Lake School District boundary). Any amounts exceeding the participant registration fees charged to Bonney Lake residents and students within the Sumner-Bonney Lake School District boundary will go to the City in its entirety.

(2) _______ The contractor will receive ___$___________ per person/per session, not to include the additional amount charged by Parks and Recreation to non-residents (those participants who are not Bonney Lake residents or students within the Sumner-Bonney Lake School District boundary). Any amounts exceeding the participant registration fees charged to Bonney Lake residents and students within the Sumner-Bonney Lake School District boundary will go to the City in its entirety.

(3) _______ The _(City or Contractor)_ will pay for the following expenses: ________________________________
______________________________
______________________________

Contractor shall follow through with his or her responsibilities under this Agreement unless there are fewer than ______ participants enrolled for this activity, in which case the activity shall be cancelled. The Contractor may adjust the number of classes required by this agreement due to cancellations, inclement weather or facility conflicts after obtaining City approval for the adjustment.

The Contractor shall follow all Policies and Procedures of the City of Bonney Lake Recreation Department (Attached).

The Contractor shall only be compensated for services rendered. The City shall have the option to terminate this agreement at any time for any reason. Upon termination, Contractor shall be entitled to compensation for only work performed prior to date of termination.

Signature of Independent Contractor ______________________ Date ______________________

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Recreation Programming Service Agreement

Signature of Recreation Programmer

________________________________________

Date
RECREATION SERVICE AGREEMENT

POLICIES AND PROCEDURES

The City of Bonney Lake is committed to providing quality recreation activities to the City’s residents. It is the philosophy of the department to offer general introductory level activities at a minimal cost to all participants. The following policies and procedures are adopted in furtherance of these goals.

Recreation Program instructors are independent contractors who contract their skills and services to the City. The Contractor is not an employee of the City of Bonney Lake and is responsible for his/her own taxes and insurance. The Contractor and the department shall enter into a service agreement which sets forth details of compensation for services rendered and the responsibilities of each party.

Although the Contractor is not an employee of the City of Bonney Lake, he/she is expected to comply with the directives issued by the City in carrying out departmental policies, rules or facility management responsibilities, especially as they relate to class hours, class size, facility care and interference with other facility activities. The Contractor shall be solely responsible for ensuring that the program under his or her supervision is faithfully carried out, including the subject matter, activities, and number of days/hours indicated. If for some reason Contractor is unable to be at the assigned facility or provide the designated program at the assigned time, the Contractor shall let the program coordinator know at least 24 hours in advance. Failure to perform as agreed shall be grounds for terminating the Contract and/or withholding payment for duties not performed.

Contractor shall be solely responsible for setting up facility for Program, including but not limited to turning on facility lights and putting out equipment as needed. Upon completion of each session of the Program, Contractor shall return the facility to the same or better condition as arrival, including stowing equipment, turning off lights, and picking up belongings and litter.

Contractor shall supervise Program activities and ensure safe and orderly conduct of all registered participants and Program instructors. Contractor shall complete an incident report, on a form approved by the City, detailing any personal injury or property damages that occur during the Program sessions. Incident reports shall be due to the City the day following the incident. Contractor shall ensure that industry standards are followed for concussion prevention and treatment.

The Contractor shall maintain good customer service relationship with City staff, patrons, participants, fellow contractors and visitors. The Contractor shall conduct activities with professionalism and enthusiasm to motivate participants and ensure a quality program.

All Contractors must have a recent cleared criminal background check prior to serving in the Program. Contractor shall ensure that all persons providing services pursuant to the Agreement have completed background checks as required by the City. Contractor agrees to submit to future background checks, in the event the City receives information that calls into question Contractor’s criminal record or fitness to provide services. Contractor shall immediately advise the City of any convictions for felonies, misdemeanors, or violations of law where jail or prison time can be imposed as a punishment or sanction even though such jail or prison time is not imposed.

Insurance shall be required of the contractor meeting the requirements in Attachment A. A coverage sheet indicating proof of insurance must accompany this contract or be on file with Recreation for this contract to be valid. The City may reduce or waive insurance requirements on a case-by-case basis if necessary to secure participation of Contractors who cannot easily obtain the required insurance.
The Contractor may suggest the appropriate amount of Class Fees. However, fees must be approved by the City Administrator or designee prior to publicizing the class. The Recreation Department may charge an additional amount to non-residents, which will generally be an additional amount of between 15-50% of the resident fee. Non-residents are defined as any participant who is not a Bonney Lake resident or Sumner-Bonney Lake School District student at the time of participation. The City may add fees on top of the Class Fee if necessary to offset costs to the Department (for example, rental of facility, unusual administrative or supervisory requirements, publicity).

The Contractor shall inform the City, in advance of the City publicizing the program, of any additional supplies participants shall be required to provide or purchase as a condition for participation in the program. If the Contractor wishes to require students to purchase supplies through the Contractor, the Contractor shall inform the City of the dollar value of the supplies. Supply fees that participants must pay directly to the Contractor must be pre-approved in advance by the Recreation Coordinator and prior to advertising.

Contractors will receive their pay as soon as possible following the completion of the class or by a set date agreed upon by the Contractor and the City. Instructors will receive no compensation for participants who attend class without officially registering.

Contractors shall submit Program Plans including the following criteria to Recreation Coordinator for approval:

1. Instructor’s name; address, phone number; qualifications and certifications;
2. Name and detailed description of program to be offered including dates program is to be run, age limits, program objectives, length of session, number of sessions desired, prospective location of class, start and ending time, necessary supplies and equipment to be provided by students and list of supplies and equipment to be provided by the City;
3. Desired fee per participant per session;
4. Breakdown of all costs associated with the program, including any supplies to be provided by participants or purchased from the Contractor;
5. Minimum number of participants necessary for the class to be held. Maximum number of recommended participants.

Participant registration shall be confirmed only upon receipt of full payment, the properly completed registration form, and when space is available. Payment must be made in full prior to participation in class. Telephone registrations will be accepted for free programs only. The Contractor, with the approval of the Recreation Program supervisor, may accept late registrations and/or pro-rated fees. Contractors should avoid collecting class fees themselves. If a Contractor does collect a class fee, it shall be turned over to Recreation Department staff as soon as possible.

The recommended minimum of participants is five (5), although the Contractor may set a higher number if necessary to defray the overhead costs and provide adequate compensation to the Contractor. The maximum number shall be recommended by the Contractor and approved by the City depending on the class subject, facility size, and instructor desires and expertise. The maximum number must reflect an adequate instructor to student ratio that ensures quality instruction to all participants as well as adequate supervision of participants.

The contractor shall not exclude persons from participation in any activity or program, or otherwise discriminate against others in such activities or programs, on the basis of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, except where such classifications are bona fide for program participation allowed by law as determined by the City. Participants must meet the requirements stated in the course description (such as range or pre-requisite skill requirements) in order to participate.
Recreation Programming Service Agreement

If the contractor must be absent and no approved substitute available, the contractor must notify the Recreation Department staff and all class participants. It is the Contractor’s responsibility to contact all class participants for cancellations, postponements, or changes. (The only exception is if the instructor is hospitalized or if another emergency situation prevents them from doing so. In this case, the Recreation Department staff will assist in notifying participants.)

Should the Contractor be unable to complete the class due to factors beyond the contractor’s control, as determined by the Recreation department staff, the contractor will be paid for only the portion of the class delivered.

Due to unexpected demands or other requirements of the Recreation Department’s facilities, the department reserves the right to relocate any class or program for any reason at any time that the department’s needs so require. In such circumstances, payment will be made to the contractor for that portion of the class delivered, only.

The Contractor shall provide Class evaluations, on forms supplied by the City, to each participant, if so requested by the Department, during the last class or following each session. Evaluation forms are used for quality assurance purposes and will be reviewed with the contractor.

The City will publicize programs via the City and School District websites and in a quarterly bulk mailing to the area served by the Department. The contractor shall provide class information at times specified by the City and sufficiently in advance of publicity. Contractors may assist in publicity as long as the Recreation Department approves the methods of advertisement and distribution.

Supplies or copies of information needed for the activity should be discussed when planning the class or activity and approved by the Recreation Coordinator. For any supplies or equipment the Recreation Department is expected to provide, a request should be put in writing for approval at least two weeks in advance.

The information in this policy and procedure outline shall be presented to the Contractor along with the Agreement. It is the instructor/contractor’s responsibility to read, understand and adhere to all departmental policies and procedures.

By signing the Recreation Service Agreement, the contractor certifies that he/she understands and agrees to follow all rules, regulations, policies and procedures listed herein.

Signed ____________________________ Date __________

Printed Name ____________________________
HOLD HARMLESS AGREEMENT

The contractor agrees to protect, defend, indemnify, and hold the City of Bonney Lake and the Sumner-Bonney Lake School District, and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the contractors.

The contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc…) is groundless, false or fraudulent.

This agreement of understanding expires upon written notification from either party.

__________________________________  ______________________________________
City of Bonney Lake                        Contractor

__________________________________  ______________________________________
Date                                    Date
Appendix A – Insurance

**Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor’s maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

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

2. **Commercial General Liability** insurance with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit. The City shall be named as an insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the

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

B. **Other Insurance Provision.** The Contractor’s Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor’s insurance and shall not contribute with it.

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

D. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

E. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: ASD/HR / Jenna Richardson
Meeting/Workshop Date: 10 December 2019
Agenda Bill Number: AB19-163

Agenda Item Type: Ordinance
Ordinance/Resolution Number: D19-163
Sponsor: Mayor

Agenda Subject: Salary Commission

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Ordinance No. 1014 And Chapter 2.68 Of The Bonney Lake Municipal Code Relating To The Salary Commission For Elected Officials.

Administrative Recommendation: Approve

Background Summary: In 2004, the Council adopted Ordinance No. 1014 creating Chapter 2.68 Salary Commission and repealed Chapter 2.04 and Ordinance No. 890. Chapter 2.68 delegates the authority to change salaries for elected officials to a group of appointed and approved citizens in accordance with RCW 35.21.015. Mayor Young (the Mayor at the time Ordinance No. 1014 was adopted) appointed several salary commissioners; however, the City Council did not approve any appointments until 2014 when Mayor Johnson appointed three members and they were confirmed by Council. Chapter 2.68.030(A) denotes that the "… commission shall convene every five years, or sooner where directed to do so by a majority vote of the city council.", but prior to 2014, there had been no meetings as per the code. This code change would: remove the requirement that the commission convene every five years, allow the council to activate a salary commission on an as-needed basis by a majority vote of the council, and shorten the appointment term to two years for salary commissioners.

Attachments: Ordinance No. D19-163

BUDGET INFORMATION

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Budget Explanation: This code change would not impact the budget.

COMMITTEE, BOARD & COMMISSION REVIEW

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<th>Council Committee Review: Finance Committee</th>
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<td>Chair/Councilmember Randy McKibbin</td>
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<td>Councilmember Dan Swatman</td>
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<td>Councilmember Tom Watson</td>
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Forward to: Consent Agenda: Yes No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director: HTE
Mayor: NJJ
Date Reviewed by City Attorney: 10/30/2019 (if applicable)
ORDINANCE NO. D19-163

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 1014 AND CHAPTER 2.68 OF THE BONNEY LAKE MUNICIPAL CODE RELATING TO THE SALARY COMMISSION FOR ELECTED OFFICIALS.

WHEREAS, the City adopted Ordinance No. 1014 creating Chapter 2.68, Salary Commission, of the Bonney Lake Municipal Code in 2004; and

WHEREAS, the Salary Commission has not met as prescribed by Section 2.68.030(A); and

WHEREAS, upon expiration of the existing terms of the salary commissioners at the end of 2019, the salary commission will dissolve if commissioners are not reappointed; and

WHEREAS, the City Council desires to amend the code to authorize the Council to create a salary commission to review salaries for elected officials on an as-desired basis, and to otherwise reserve to the Council the authority to establish salaries.

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

Section 1: When the terms of the existing salary commissioners expire at the end of 2019, the current salary commission shall dissolve.

Section 2. Chapter 2.68 of the Bonney Lake Municipal Code and the Corresponding portions of Ordinance No. 1014 are hereby amended to read as follows:

2.68.010 Creation Salary Commission may be created. By a majority vote of the Council, a salary commission consistent with RCW 35.21.015 may be created on an as-needed basis to review the salaries of the Council and/or Mayor. (Ord. 1014 § 2, 2004).

2.68.020 Membership.
A. The salary commission shall have three members, who shall be appointed by the mayor, with approval of the council, for a maximum term of two years.
B. No member may be appointed to more than two terms on the salary commission.
C. Members may be removed during their terms for cause of incapacity, incompetence, neglect of duty, or malfeasance in office or for a disqualifying change of residence.
D. No officer, official, or employee of the city or any of their immediate family members may serve as a member of the salary commission. (Ord. 1014 § 3, 2004).

2.68.030 Powers.
A. The salary commission, if created in accordance with BLMC 2.68.010 and 2.68.020, shall review and set the salaries for elected officials of the city. The commission shall convene and review the salaries of the city’s elected officials once every five years, or sooner when directed to do so by a majority vote of the city council.

B. Any change in salary shall be filed by the commission with the city clerk and shall become effective and incorporated into the city budget without further action of the city council or salary commission.

C. Salary increases established by the commission shall be effective as to incumbent city elected officials, regardless of their terms in office, subject to the provisions of BLMC 2.68.040.

D. Salary decreases established by the commission shall become effective as to incumbent city elected officials at the commencement of their next subsequent terms of office.

E. Commission action fixing the salaries of elected officials of the city pursuant to this chapter shall supersede any provision of any other city ordinance related to such salaries. (Ord. 1014 § 4, 2004).

F. The Commission shall automatically dissolve after the completion of salary review and the filing of salary changes with the city clerk.

G. If no Commission is currently constituted, the Council may set salaries by ordinance consistent with RCW 35A.12.070.

2.68.040 Referendum.
A. Salary increases and decreases set by the Commission shall be subject to referendum petition by the people of the city in the same manner as a city ordinance upon filing of such petition with the city clerk within 30 days after filing of the salary schedule. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people.

B. Referendum measures under this section shall be submitted to the voters of the city at the next following general or municipal election occurring 30 days or more after the petition is filed, and shall be otherwise governed by the provisions of the general laws applicable to referendum measures. (Ord. 1014 § 5, 2004).

2.68.050 Meetings to be open.
The proceedings and actions of the salary commission shall be undertaken in compliance with the Open Public Meetings Act, Chapter 42.30 RCW, as if the commission was a “governing body” as defined in that Act; provided, that notice of all meetings of the
commission shall be issued pursuant to RCW 42.30.080, and the commission shall not meet in executive session.

Section 3. Effective Date: This Ordinance shall take effect 30 days after final passage.

PASSED by the City Council and approved by the Mayor this 10th day of, December, 2019.

___________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

___________________________
Harwood Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

___________________________
Kathleen Haggard, City Attorney