

**FINANCE
COMMITTEE**

**January 23, 2024
5:00 p.m.**

AGENDA



www.ci.bonney-lake.wa.us

Council Committees are primarily concerned with legislative/policy matters. They formulate and convey recommendations to the full council for action (BLMC 2.04.090).

The public is invited to attend Finance Committee Meetings in person or over the internet. The information for attending is provided below.

Finance Committee Meetings attendance options:

In-Person: Bonney Lake Justice & Municipal Center, 9002 Main ST E, Ste 200, Bonney Lake

By internet: Chrome – Microsoft Teams Meeting Link - [Click here to join the meeting](#)

A. CALL TO ORDER – Deputy Mayor Terry Carter, Chair

B. ROLL CALL: Deputy Mayor Terry Carter, Councilmember Angela Baldwin, Councilmember Gwendolyn Fullerton.

p.3 **C. APPROVAL OF MINUTES: January 9, 2024**

D. DEPARTMENT REPORTS/PRESENTATIONS:

p.5 1. Personnel Update

E. DISCUSSION/ACTION ITEMS:

p.7 1. **AB24-10 – Resolution 3195** – Murrey’s Disposal Notice of 2024 Rate Adjustment

p.17 2. **AB24-09 – Motion M24-09** – Simple Possession Advocacy and Representation (SPAR) Program Funding

p.25 3. **AB24-11 – Ordinance D24-11** – Non-Represented Employees Market Wage Adjustment

F. OPEN COMMITTEE DISCUSSION:

1. Recreation Program Revenue and Expenditures

G. PUBLIC COMMENTS:

Public comments can be made in-person or virtually during this portion of the meeting. Comments are limited to 5 minutes. Those planning to comment virtually will need to sign up prior to the meeting in order to comment. When signing up, please provide your name and screen name either by email to lambersonb@cobl.us or by phone at 253-447-4356. Virtual registrations need to be received by 4:00 p.m. the day of the meeting. During the meeting, your name will be called when it is your turn. Your microphone will be activated, and you will be able to comment. Those physically

appearing at the Finance Committee meeting to speak during citizen comments do not need to sign up but will be asked to state their name and address for the meeting record.

H. ADJOURNMENT

FINANCE COMMITTEE

**January 9, 2024
5:00 P.M.**

DRAFT MINUTES



www.ci.bonney-lake.wa.us

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

Audio starts at:
05:00:00

A. CALL TO ORDER – Deputy Mayor Terry Carter, Chair, called the meeting to order at 5:00 p.m.

B. ROLL CALL: Councilmember Angela Baldwin, and Councilmember Dan Swatman.

Councilmember in attendance virtually is Deputy Mayor Terry Carter

Staff members in attendance at the physical location were City Administrator John Vodopich, Administrative Services Director Chuck McEwen, Human Resources Manager Brian Sandler, Finance and Payroll Accountant Patti McCann, Executive Assistant/Management Analyst Leslie Harris, Judicial Specialist III Geri Resch, Karla Lewis Community Court Case Manager, and Administrative Assistant III Brandy Lamberson.

Staff members in attendance virtually are Municipal Court Judge Joanna Daniels, and Administrative Specialist III Carol Paul.

Audio starts at:
05:00:00

C. APPROVAL OF MINUTES:

Minutes from the December 12, 2023, Finance Committee Meeting were approved.

D. DEPARTMENT REPORTS/PRESENTATIONS:

Audio starts at:
05:01:00

1. Personnel Update – Human Resources Manager Brian Sandler

Human Resources Manager Sandler presented Personnel Update.

E. DISCUSSION/ACTION ITEMS:

Audio starts at:
05:04:00

1. **AB24-03– Ordinance D24-03** – Non-Represented Employees Longevity Leave – City Administrator John Vodopich.

City Administrator Vodopich presented Non-Represented Employees Longevity Leave. Presented the new contract for longevity leave and explained the details.

The Committee agreed to forward to fiancé.

Audio starts at:
05:08:00

2. **AB24-07 – Motion 24-07** – Memorandum of Understanding with Rainier Recovery Centers LLC – Municipal Court Judge Joanna Daniels.

Municipal Court Judge Daniels presented Memorandum of Understanding with Rainier Recovery Centers LLC. Entering into a memorandum to identify an individual that will respond 24/7 to individuals that are in crisis.

The Committee agreed to forward to consent agenda.

F. OPEN COMMITTEE DISCUSSION:

- G. PUBLIC COMMENTS: None.** *For efficient use of city resources, comments will be a short summary and not verbatim. Video recordings will be uploaded to the city's YouTube channel and an audio recording to the state digital archives if needing a complete review of comments.*

Audio starts at:
05:11:00

H. ADJOURNMENT

Deputy Mayor Carter adjourned the meeting at 05:11pm.

Brandy Lamberson

Brandy Lamberson, Finance Committee Clerk

Human Resources Staffing Update – For Finance Committee

January 17, 2024

Hire Letters

- Brandy Lamberson – Promoted to Code Enforcement Officer – 01/16/2024
- Lance Johnson – Promoted to Assistant Public Works Superintendent – 01/16/2024
- Edward Coughlin, III – Entry Level Police Officer – 03/01/2024
- Tristan Dayou Card – Entry Level Police Officer – 03/01/2024

Conditional Letters

None

Receipt of Applications

- Police Officer - Entry, Exceptional Entry, Lateral - 2 Vacancies
- Youth Sports Official/Umpire
- City Engineer – Internal – *Closed 01/12/2024*
- Community Service Officer – *First Review 01/18/2024*
- Assistant Public Works Superintendent -*Interviews 01/11/2024*
- Judicial Specialist III – *Closed 01/16/2024*

Vacancy But Not Yet Posted

- Recreation Supervisor
- Sewer Lead
- Facilities Crew Lead
- Administrative Specialist III – Public Services
- Maintenance Worker 3 – Water Production
- Maintenance Worker 1/2 – Water (2 vacancies)
- Judicial Branch Manager (Geri Resch to be appointed 03/01/2024)

Recent/Upcoming Separations

- Ryan Johnstone, 01/30/2024
- Kathy Seymour, 02/29/2024
- Triss Weber, 02/29/2024

Out of Class Assignments:

- Alex Lathan, Acting Recreation Supervisor – *Assignment began 05/01/2023*
- Michael Claunch, Acting Crew Lead (Wastewater), *Assignment began 07/17/2023*
- Jason Sullivan, Acting Public Services Director – *Assignment to begin 01/31/2024*
- Geri Resch, Acting Judicial Branch Manager – *Assignment began 01/01/2024*
- Brenda Martin, Acting Administrative Supervisor – *Assignment to begin 01/29/2024*

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

Department/Staff Contact: Executive / Leslie Harris	Meeting/Workshop Date: 13 February 2024	Agenda Bill Number: AB24-10
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3195	Sponsor:

Agenda Subject: Murrey's Disposal Notice of 2024 Rate Adjustment

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving A Rate Increase Requested By Murrey's Disposal.

Administrative Recommendation: Approve

Background Summary: In 2004, the City signed an agreement with Murrey's Disposal laying out the terms and conditions of service, including allowances for rate increases. This agreement was amended in 2009, 2014, and 2022.

Section 7(a) of Amendment 3 provides for an annual CPI adjustment equal to 100% of the change in Consumer Price Index for All Urban Consumers - Water and Sewer and Trash Collection Services for the immediately preceding twelve (12) month period. The CPI change for this period is 5.34%.

Section 7(b) of Amendment 3 provides for disposal fee adjustments to be made to collection rates for all increases or decreases in landfill/disposal cost. On March 1, 2024, the landfill rate ins Pierce County will increase from \$171.23 per ton to \$174.84 per ton.

Section 7(d) of Amendment No.3 allows for the Contractor to apply to the City for rate adjustments to reflect unforeseen costs arising during the term of this Agreement. As a result of the implementation of Washington's Climate Commitment Act, Murrey's has begun incurring a carbon fee on all fuel purchases. The current impact of passing through the carbon fee for residential customers is \$0.19/month. The impact for commercial customers ranges from \$0.28/month to \$2.84/month depending on the customer's level of requested service.

The attached exhibits include rates reflecting the disposal fee increase and changes in the CPI detailed by level of service.

Attachments: Resolution 3110, Murrey's Disposal Notice of Rate Adjustment with Exhibit A and Exhibit A1

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation:				

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Finance Committee	<i>Approvals:</i>	Yes	No
	Date: 23 January 2024	Chair/Councilmember	Deputy Mayor Carter	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Gwendolyn Fullerton	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Angela Baldwin	<input type="checkbox"/> <input type="checkbox"/>
	Forward to: 13 Feb 2024	Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled to Date:

APPROVALS

Director:

JPV

Mayor:

Michael McCullough

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

RESOLUTION NO. 3195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING A RATE INCREASE REQUESTED BY MURREY'S DISPOSAL COMPANY INC.

WHEREAS, Section 7 of the City's Agreement with Murrey's Disposal addresses revisions to rates; and

WHEREAS, Section 7(a) of Amendment 3 provides for an annual CPI adjustment equal to 100% of the change in Consumer Price Index for All Urban Consumers - Water and Sewer and Trash Collection Services for the immediately preceding twelve (12) month period;

WHEREAS, the Consumer Price Index change for this period is 5.34%; and

WHEREAS, Section 7(b) of Amendment 3 provides for disposal fee adjustments to be made to collection rates for all increases or decreases in landfill/disposal cost; and

WHEREAS, On March 1, 2024, the landfill rate in Pierce County will increase from \$171.23 per ton to \$174.84 per ton.

WHEREAS, Section 7(d) of Amendment 3 allows for the Contractor to apply to the City for rate adjustments to reflect unforeseen costs arising during the term of this Agreement. As a result of the implementation of Washington's Climate Commitment Act, Murrey's has begun incurring a carbon fee on all fuel purchases.

WHEREAS, The current impact of passing through the carbon fee for residential customers is \$0.19/month. The impact for commercial customers ranges from \$0.28/month to \$2.84/month depending on the customer's level of requested service. On March 1, 2024, the landfill rate in Pierce County will increase from \$171.23 per ton to \$174.84 per ton.

WHEREAS, the request of rate adjustment for the collection of solid waste and recyclables is pursuant to the City's 2022 Agreement with Murrey's Disposal;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby approve the request by Murrey's Disposal to adjust rates per Exhibit A and Exhibit A1 effective March 1, 2024.

PASSED by the City Council this 13th day of February, 2024.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk



WASTE CONNECTIONS

Connect with the Future®

December 8, 2023

City of Bonney Lake
John Vodopich, Community Service Director
19306 Bonney Lake Blvd.
Bonney Lake, WA 98390

Re: Notice of Rate Adjustment under Section 4(a), 4(b), and 4(d) of Amendment No.3 to Agreement for Collection and Disposal of Solid Waste, Recyclables and Yard Waste in the City of Bonney Lake

Dear Mr. Vodopich,

Section 4(a) of Amendment No.3 dated October 11, 2022, provides for an annual CPI adjustment equal to 100% of the change in the Consumer Price Index for All Urban Consumers, Water and Sewer and Trash Collection Services for the immediately preceding twelve (12) month period. One Hundred percent of the CPI change for this period is 5.34%.

Section 4(b) of Amendment No.3 provides for disposal fee adjustments to be made to collection rates for all increases or decreases in landfill/disposal cost. We have been notified that on March 1, 2024, the landfill rate in Pierce County will increase from \$171.23 per ton to \$174.84 per ton.

Section 4(d) of Amendment No.3 allows for the Contractor to apply to the City for rate adjustments to reflect unforeseen costs arising during the term of this Agreement. As a result of the implementation of Washington's Climate Commitment Act, Murrey's has begun incurring a carbon fee on all fuel purchases. The current impact of passing through the carbon fee for residential customers is \$0.19/month. The impact for commercial customers ranges from \$0.28/month to \$2.84/month depending on the customer's level of requested service.

Rates reflecting the changes in disposal fee, and CPI are detailed by level of service in the attached exhibit.

We take pride in providing you with comprehensive waste collection, disposal, and recycling services. If I can answer any questions, please contact me by phone at (541) 335-1351 or by email at stevenh@wcnx.org.

Sincerely,



Steven Hopkins
District Manager
Murrey's Disposal

Cc: David-Patrick Dare, Murrey's Disposal
Rachel Reynolds, Murrey's Disposal

City of Bonney Lake

EXHIBIT - A

Effective 3/1/2024

Type of Service:

	Rate per Unit per Month	Carbon Fee	Total Rate per Unit per Month
Garbage Cart Service:			
10 Gallon Cart	\$ 20.96	\$ 0.19	\$ 21.15
20 Gallon Cart	\$ 29.18	\$ 0.19	\$ 29.37
35 Gallon Cart	\$ 36.27	\$ 0.19	\$ 36.46
65 Gallon Cart	\$ 53.41	\$ 0.19	\$ 53.60
95 Gallon Cart	\$ 73.82	\$ 0.19	\$ 74.01
Recycle Plus	\$ 18.00	\$ -	\$ 18.00
50' maximum walk-in / drive-in fee (per cart)	\$ 22.50	\$ -	\$ 22.50
Additional recycling cart (65 or 95 gallon)	\$ 9.03	\$ -	\$ 9.03
Occassional Rates:			
Occasional extra (limit 32 gallons)	\$ 7.71	\$ -	\$ 7.71
Return trip charge, (per unit)	\$ 12.59	\$ -	\$ 12.59
Stop and Restart within 12-month - per unit, per re-delivery	\$ 24.72	\$ -	\$ 24.72
Bulky Item Per Yard	\$ 30.32	\$ -	\$ 30.32
RESTART FEE	\$ 25.00	\$ -	\$ 25.00
RETURNED CHECK FEE	\$ 25.00	\$ -	\$ 25.00
Yard Waste Cart Service:			
90 Gallon Cart (Yard Waste)	\$ 8.14	\$ -	\$ 8.14
Stop and Restart within 12-month - per unit, per re-delivery	\$ 25.47	\$ -	\$ 25.47
Occasional extra per unit	\$ 1.91	\$ -	\$ 1.91
Commercial Container Service:			
20 Gallon Cart - Garbage Only	\$ 30.06	\$ 0.57	\$ 30.63
35 Gallon Cart - Garbage Only	\$ 36.22	\$ 0.57	\$ 36.79
65 Gallon Cart - Garbage Only	\$ 53.34	\$ 0.57	\$ 53.91
95 Gallon Cart - Garbage Only	\$ 72.93	\$ 0.57	\$ 73.50
1 yard once per week	\$ 136.88	\$ 0.57	\$ 137.45
1 yard twice per week	\$ 278.42	\$ 1.14	\$ 279.56
1-1/2 yard once per week	\$ 190.95	\$ 0.57	\$ 191.52
1-1/2 yard twice per week	\$ 388.80	\$ 1.14	\$ 389.94
2 yard once per week	\$ 247.08	\$ 0.57	\$ 247.65
2 yard twice per week	\$ 494.35	\$ 1.14	\$ 495.49
2 yard three times per week	\$ 737.38	\$ 1.70	\$ 739.08
4 yard once per week	\$ 476.47	\$ 0.57	\$ 477.04
4 yard twice per week	\$ 952.95	\$ 1.14	\$ 954.09
4 yard three times per week	\$ 1,429.52	\$ 1.70	\$ 1,431.22
6 yard once per week	\$ 674.90	\$ 0.57	\$ 675.47
6 yard twice per week	\$ 1,349.82	\$ 1.14	\$ 1,350.96
6 yard three times per week	\$ 2,024.74	\$ 1.70	\$ 2,026.44
6 yard five times per week	\$ 3,374.45	\$ 2.84	\$ 3,377.29

Commercial Compactor Service:

4 yard compactor once a week customer owned	\$ 2,054.94	\$ 0.57	\$ 2,055.51
Connect/reconnect fee	\$ 75.11	\$ -	\$ 75.11

Occasional Rates:

1 yard extra pickup on regular route	\$ 35.10	\$ -	\$ 35.10
1.5 yard extra pickup on regular route	\$ 46.56	\$ -	\$ 46.56
2 yard extra pickup on regular route	\$ 62.11	\$ -	\$ 62.11
4 yard extra pickup on regular route	\$ 116.78	\$ -	\$ 116.78
6 yard extra pickup on regular route	\$ 166.51	\$ -	\$ 166.51
4 yard compactor extra pickup on regular route	\$ 465.95	\$ -	\$ 465.95

Connect/reconnect fee	\$ 17.37	\$ -	\$ 17.37
Return trip charge, container (per container)	\$ 23.58	\$ -	\$ 23.58
Loose and bulky extra on regular route per yard	\$ 54.57	\$ -	\$ 54.57
Lock/Unlock	\$ 5.70	\$ -	\$ 5.70
Special Hauls per hour (plus dump fee of \$174.84 per ton, plus tax)	\$ 83.13	\$ -	\$ 83.13

Permanent Drop Box Service:

20 yard - rent per month	\$ 125.78	\$ -	\$ 125.78
25 yard - rent per month	\$ 140.94	\$ -	\$ 140.94
30 yard - rent per month	\$ 154.58	\$ -	\$ 154.58
40 yard - rent per month	\$ 157.59	\$ -	\$ 157.59
50 yard - rent per month	\$ 211.68	\$ -	\$ 211.68
20 yard collection per haul	\$ 131.60	\$ -	\$ 131.60
25 yard collection per haul	\$ 144.27	\$ -	\$ 144.27
30 yard collection per haul	\$ 155.10	\$ -	\$ 155.10
40 yard collection per haul	\$ 187.52	\$ -	\$ 187.52
50 yard collection per haul	\$ 221.86	\$ -	\$ 221.86

Temporary Drop Box Service:

Initial delivery	\$ 134.87	\$ -	\$ 134.87
20 yard - rent per month	\$ 213.50	\$ -	\$ 213.50
25 yard - rent per month	\$ 223.10	\$ -	\$ 223.10
30 yard - rent per month	\$ 232.71	\$ -	\$ 232.71
40 yard - rent per month	\$ 281.82	\$ -	\$ 281.82
50 yard - rent per month	\$ 351.40	\$ -	\$ 351.40
20 yard collection per haul	\$ 157.05	\$ -	\$ 157.05
25 yard collection per haul	\$ 167.67	\$ -	\$ 167.67

30 yard collection per haul	\$ 176.70	\$ -	\$ 176.70
40 yard collection per haul	\$ 203.74	\$ -	\$ 203.74
50 yard collection per haul	\$ 234.37	\$ -	\$ 234.37
Permanent Compactor Drop Box Service:			
20 yard collection per haul	\$ 195.63	\$ -	\$ 195.63
25 yard collection per haul	\$ 202.90	\$ -	\$ 202.90
30 yard collection per haul	\$ 215.50	\$ -	\$ 215.50
40 yard collection per haul	\$ 231.72	\$ -	\$ 231.72
50 yard collection per haul	\$ 264.61	\$ -	\$ 264.61
Other Charges:			
Disposal Dump Fee (plus tax)	\$ 174.84	\$ -	\$ 174.84
Excess Miles	\$ 5.31	\$ -	\$ 5.31
Tarping	\$ 17.11	\$ -	\$ 17.11
Disconnect/Reconnect	\$ 17.37	\$ -	\$ 17.37
Tandem Axle Charge	\$ 30.30	\$ -	\$ 30.30
Time Charge, Tandem Rear Drive Axle (Charged in 15-Min Increments)	\$ 143.98	\$ -	\$ 143.98
Clean	\$ 6.70	\$ -	\$ 6.70
Relocate	\$ 143.98	\$ -	\$ 143.98
Return Trip	\$ 143.98	\$ -	\$ 143.98

City of Bonney Lake

Exhibit - A1

**Commercial/Multi-Family
Recycling Container Service:**

Co-Mingled Recycle Service:

90-gallon cart Every-Other-Week	\$ 28.87	\$ 0.57	\$ 29.44
90-gallon cart Weekly	\$ 37.83	\$ 0.57	\$ 38.40
2 yard once per week	\$ 145.35	\$ 0.57	\$ 145.92
2 yard twice per week	\$ 225.99	\$ 1.14	\$ 227.13
2 yard three times per week	\$ 338.48	\$ 1.70	\$ 340.18
2 yard four times per week	\$ 450.98	\$ 2.27	\$ 453.25
2 yard five times per week	\$ 563.47	\$ 2.84	\$ 566.31
6 yard once per week	\$ 392.24	\$ 0.57	\$ 392.81
6 yard twice per week	\$ 585.38	\$ 1.14	\$ 586.52
6 yard three times per week	\$ 878.06	\$ 1.70	\$ 879.76
6 yard four times per week	\$ 1,170.75	\$ 2.27	\$ 1,173.02
6 yard five times per week	\$ 1,463.44	\$ 2.84	\$ 1,466.28
Return Trip	\$ 25.88	\$ -	\$ 25.88
Extra Commingle Per Yard	\$ 17.92	\$ -	\$ 17.92

Cardboard Recycle Service (flattened)

2 yard cage once per week	\$ 88.60	\$ 0.57	\$ 89.17
2 yard cage twice per week	\$ 132.40	\$ 1.14	\$ 133.54
2 yard cage three times per week	\$ 198.12	\$ 1.70	\$ 199.82
2 yard cage four times per week	\$ 263.82	\$ 2.27	\$ 266.09
2 yard cage five times per week	\$ 328.53	\$ 2.84	\$ 331.37
6 yard cage once per week	\$ 207.07	\$ 0.57	\$ 207.64
6 yard cage twice per week	\$ 342.46	\$ 1.14	\$ 343.60
6 yard cage three times per week	\$ 512.71	\$ 1.70	\$ 514.41
6 yard cage four times per week	\$ 682.94	\$ 2.27	\$ 685.21
6 yard cage five times per week	\$ 854.17	\$ 2.84	\$ 857.01
Return Trip	\$ 25.88	\$ -	\$ 25.88
Extra OCC (per yard)	\$ 17.92	\$ -	\$ 17.92

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

Department/Staff Contact: Executive / Leslie Harris	Meeting/Workshop Date: 23 January 2024	Agenda Bill Number: AB24-09
Agenda Item Type: Motion	Ordinance/Resolution/Motion Number: M24-09	Sponsor:

Agenda Subject: Simple Possession Advocacy and Representation (SPAR) Program Funding

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County Washington, Approving Agreement No. Grt24052 With The Washington State Office Of Public Defense For Simple Possession Advocacy And Representation (Spar) Program Funding.

Administrative Recommendation: Approve

Background Summary: The City of Bonney Lake applied for and has been awarded Simple Possession Advocacy and Representation (SPAR) Program funding in the amount of up to \$250,000 through the Washington State Office of Public Defense (OPD). The SPAR Program funding provides reimbursement to cities and counties for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, Laws of 2023. The agreement ends on June 30, 2024 to align with the OPD's fiscal year and is anticipated to be extended based on funding availability through June 2027.

Attachments: Agreement No. GRT24052

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
		\$250,000		<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: The City of Bonney Lake will be reimbursed for the cost of providing defense counsel as outlined in the attached agreement.				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Finance Committee	Approvals:	Yes No
	Date: 23 January 2024	Chair/Councilmember Terry Carter	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Angela Baldwin	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Gwendolyn Fullerton	<input type="checkbox"/> <input type="checkbox"/>
	Forward to: January 23, 2024	Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): January 23, 2024	Tabled to Date:

APPROVALS		
Director: <i>JPV</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: January 10, 2024

(if applicable)

A. FACE SHEET

**WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement**

<p>1. Recipient City of Bonney Lake 9002 Main St E, Ste 200 Bonney Lake, WA 98391</p>	<p>2. Recipient Representative Michael McCullough City Mayor City of Bonney Lake 9002 Main St E, Ste 200 Bonney Lake, WA 98391</p>
<p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>	<p>4. OPD Representative Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>
<p>5. Agreement Amount \$250,000.00</p>	<p>6. Agreement Period January 1, 2024 through June 30, 2024</p>
<p>7. Purpose The purpose of this Agreement is to provide reimbursement to cities and counties for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, <i>Laws of 2023</i>.</p>	
<p>8. Acknowledgement, Incorporation by Reference, and Execution The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.</p>	
<p>FOR RECIPIENT</p> <p>_____</p> <p>Name, Title</p> <p>_____</p> <p>Date</p>	<p>FOR OPD</p> <p>_____</p> <p>Grace O'Connor, Supervising Attorney</p> <p>_____</p> <p>Date</p>

B. SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

- a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.
- b) The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- c) The Representative for Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. REIMBURSEMENT

- a) Subject to Exhibit B, Section 4, OPD shall reimburse for authorized expenses as identified in Exhibit B, Section 7, Authorized Reimbursable Expenses.

3. ALLOCATED MAXIMUM REIMBURSEMENT AMOUNT

- a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed \$250,000.00.
- b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. TERMS OF REIMBURSEMENT

- a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices. Recipient shall submit invoices to the Representative for OPD monthly, and subject to the invoicing schedule included in Section 4.h. of this agreement.
- b) An invoice form will be provided to Recipient by OPD. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a description of the work performed, including case numbers, during the time period. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.
- c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to the address designated by Recipient and associated with Recipient's Statewide Vendor Number SWV0007883-00.
- d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.
- e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.
- f) Recipient agrees to report whether it will be unable to spend any allocated maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to

increase the allocated maximum reimbursement amount. Any request to increase the allocated maximum amount will be subject to Section 3(b) of this Exhibit. OPD reserves the right to reallocate funds to other jurisdictions that Recipient reports as unable to be spent.

- g) Reimbursable expenses must be incurred between August 15, 2023 and June 30, 2024. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.
- h) OPD's fiscal year runs from July 1 to June 30 of each year, and OPD is unable to pay expenses from a previous fiscal year with the following fiscal year's budget. Accordingly, Recipient must submit invoices for costs incurred between August 15, 2023 and June 30, 2024, by August 1, 2024.

5. **DUPLICATION OF BILLED COSTS**

Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**

Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

- a. Recipient is authorized to seek reimbursement for the following costs, subject to the provisions in Exhibit B, Section 2 and Section 4:
 - 1. Compensation for attorney Representation on Qualifying Cases;
 - 2. Compensation for attorney Consultation on Qualifying Cases;
 - 3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
 - 4. Investigation costs associated with Qualifying Cases;
 - 5. Expert services where the scope of the expert's expertise is related to a Qualifying Charge.
 - 6. Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) pertaining to an issue arising from a Qualifying Charge.

8. **OVERSIGHT**

- a) Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city and county representatives.

9. **DEFINITIONS**

- a. "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea of guilty, or conviction or acquittal at trial. Examples include, but are not limited to, stipulated continuances, deferrals, Therapeutic courts, Specialty courts, or Pre-file or Pre-trial diversion programs.

- b. "Consultation" means advising indigent individuals on Pre-File or Pre-Trial Diversion options where the individual is facing a Qualifying Charge. Consultation also means advising indigent individuals, who face or faced Qualifying Charges, during the pendency of pre-trial Diversion.
- c. "Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, with the understanding that the individual will not be arrested, or that a charge the individual may be facing will either be dismissed or reduced.
- d. "Pre-File Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the individual. A Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).
- e. "Pre-Trial Diversion" means an opportunity for a defendant charged with Qualifying Charges to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. A Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.
- f. "Qualifying Charge" means pending charges of or charges of violations of RCW 69.50.4011(1)(b) or (c); 69.50.4013; 69.50.4014; 69.41.030(2), (b), or (c); or pending charges of or charges of offenses under local ordinances involving allegations of possession or public use of a controlled substance; counterfeit substance; or legend drug.
- g. "Qualifying Case" means a proceeding filed against an indigent defendant in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.
- h. "Representation" means appointment to represent indigent defendants in courts of limited jurisdiction on Qualifying Cases, including in therapeutic or specialty courts. Representation also means appointment on motions to terminate defendants from Pre-File Diversion programs, Specialty or Therapeutic courts, or other programs that offer Alternatives to Prosecution.
- i. "Specialty or Therapeutic Court" means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Exhibit B, Special Terms and Conditions
- c. Exhibit C, General Terms and Conditions

C. GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

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

2. **AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. **CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. **LAWS**

Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

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

13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. 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 finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

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

16. **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 Agreement unless stated to be such in writing.

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

Department/Staff Contact: Executive / John P. Vodopich, AICP	Meeting/Workshop Date: 23 January 2024	Agenda Bill Number: AB24-11
Agenda Item Type: Ordinance	Ordinance/Resolution/Motion Number: D24-11	Sponsor: Swatman

Agenda Subject: Non-represented Employees Market Wage Adjustment

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County Washington, Amending Ordinance No. 1712 Relating To Salaries For Non-Represented Employees; Providing For Severability And Corrections; And Establishing An Effective Date..

Administrative Recommendation: Approve

Background Summary: The recently approved 2024-26 collective bargaining agreement with AFSCME Local 120 provided a two and one half percent (2.5%) wage increase as a market adjustment for all classifications of represented employees. The City Council desires to provide non-represented employees salary adjustments equivalent to that of AFSCME Local 120. This ordinance would provide a two and one half percent (2.5%) market wage adjustment increase for all classifications of non-represented employees effective March 1, 2024.
Attachments: D24-11

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
		\$86,300		<input checked="" type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation:				

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Finance Committee	<i>Approvals:</i>	Yes	No
	Date: 23 January 2024	Chair/Councilmember Terry Carter	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Angela Baldwin	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Gwendolyn Fullerton	<input type="checkbox"/>	<input type="checkbox"/>
	Forward to: February 13, 2024	Consent Agenda:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): February 13, 2024	Tabled to Date:

APPROVALS		
Director: <i>JPV</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: January 16, 2024 <small>(if applicable)</small>

ORDINANCE NO. D24-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 1712 RELATING TO SALARIES FOR NON-REPRESENTED EMPLOYEES; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, both AFSCME Local 120 and non-represented employees received four and one half percent (4.5%) cost of living adjustments for 2024; and

WHEREAS, the recently approved 2024-26 collective bargaining agreement with AFSCME Local 120 provided a two and one half percent (2.5%) wage increase as a market adjustment for all classifications of represented employees in addition to the four and one half percent (4.5%) cost of living adjustment for 2024; and

WHEREAS, the City Council desires to provide non-represented employees salary adjustments equivalent to that of AFSCME Local 120;

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

Section 1. Attachment “A1,” to Ordinance No. 1712 which includes a Position Classification Matrix, is hereby amended to reflect a two and one half percent (2.5%) market wage adjustment increase for all classifications of non-represented employees, and is incorporated herein by this reference. These position classifications and salary grades for non-represented employees shall remain in effect until amended by subsequent ordinance of the City Council.

Section 2. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 4. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 5. Effective Date. This Ordinance concerns compensation and working conditions of city employees and is not subject to referendum. It shall take effect five (5)

days after its passage, approval and publication as required by law, provided, however, that Section 1 shall not take effect until 12:01 AM March 1, 2024.

ADOPTED by the City Council of the City of Bonney Lake and attested by the City Clerk in authentication of such passage on this 13th day of February, 2024.

APPROVED by the Mayor this 13th day of February, 2024.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

AB ____
Passed:
Valid:
Published:
Effective Date:
This Ordinance totals ____ page(s)



City of Bonney Lake		2.5% Wage Adjustment	
2024 NON-REPRESENTED & MANAGEMENT SALARY SCHEDULE			
Grade	Position	Min	Max
M1		\$ 4,846	\$ 6,057
M2		\$ 4,992	\$ 6,239
M3		\$ 5,141	\$ 6,427
M4		\$ 5,295	\$ 6,619
M5		\$ 5,454	\$ 6,817
M6	Recreation Coordinator	\$ 5,618	\$ 7,022
M7		\$ 5,786	\$ 7,233
M8		\$ 5,959	\$ 7,451
M9		\$ 6,139	\$ 7,674
M10	Executive Assistant to the Police Chief Records and Disclosure Coordinator	\$ 6,323	\$ 7,905
M11	Recreation Supervisor	\$ 6,513	\$ 8,142
M12		\$ 6,708	\$ 8,386
M13		\$ 6,909	\$ 8,638
M14	Contract Administrator Human Resources Generalist Probation Officer	\$ 7,117	\$ 8,897
M15		\$ 7,330	\$ 9,164
M16		\$ 7,549	\$ 9,439
M17	Administrative Supervisor Assistant to the City Administrator Customer Services Manager Emergency Manager Recreation & Special Events Manager Senior Services Manager	\$ 7,776	\$ 9,721
M18	City Clerk Finance & Payroll Accountant	\$ 8,008	\$ 10,013
M19		\$ 8,249	\$ 10,313
M20		\$ 8,496	\$ 10,622
M21		\$ 8,751	\$ 10,942
M22		\$ 9,014	\$ 11,269
M23	Assistant Public Works Superintendent Court Administrator	\$ 9,283	\$ 11,608
M24	Assistant City Engineer Development Review Engineer Human Resources Manager Information Systems Manager Prosecutor	\$ 9,562	\$ 11,956
M25		\$ 9,849	\$ 12,314
M26	Deputy City Attorney-Prosecutor	\$ 10,144	\$ 12,684
M27		\$ 10,449	\$ 13,065
M28		\$ 10,763	\$ 13,456
M29		\$ 11,085	\$ 13,860
M30		\$ 11,417	\$ 14,276
M31	City Engineer Development Services Manager Superintendent of Public Works	\$ 11,760	\$ 14,705
M32		\$ 12,112	\$ 15,145
M33		\$ 12,475	\$ 15,599
M34		\$ 12,849	\$ 16,068
M35		\$ 13,235	\$ 16,550
M36		\$ 13,633	\$ 17,047
M37	Administrative Services Director Chief Financial Officer Municipal Court Judge Public Services Director	\$ 14,041	\$ 17,558
M38	Police Chief	\$ 14,463	\$ 18,085
M39	City Administrator	\$ 14,896	\$ 18,628