

CITY COUNCIL MEETING

**March 10, 2009
7:00 P.M.**

AGENDA

City of



The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.
Website: www.ci.bonney-lake.wa.us

"Where Dreams Can Soar"

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

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

A. Flag Salute – Mayor Neil Johnson, Jr.

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Jim Rackley.

[Management Staff expected to be in attendance: City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

- a. **AB09-48** – A Motion of the Bonney Lake City Council Confirming the Mayor's Reappointment of Planning Commissioners Randy McKibbin, Dennis Poulsen and Grant Sulham; Design Commissioners David Colbeth, Paul Webber and Raymond Bunk III; and Park Board Commissioners Brian Cebe and Richards Rawlings.

3. Presentations: [A 1.2]

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the "Consent Agenda" should limit their comments to one minute per item. When recognized by the Mayor, please state your name

and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.

- C. Correspondence: [A 1.2]

III. COUNCIL COMMITTEE REPORTS:

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

IV. CONSENT AGENDA:

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

- A. **Approval of Corrected Minutes:** February 17, 2009 Council Workshop and February 24, 2009 Council Meeting.
- B. **Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #54613 thru #54680 (including wire transfer #'s 11509, 81508, 91508, 101508, 111708, 121508, 970427, 970428, 4426789 & 23913739) in the amount of \$1,482,375.03. Accounts Payable checks/vouchers #54681 thru #54795 (including wire transfer #'s 200901, 338001, 338002, 338003, 338004, 338005, 338006, 338007, 338008, 338009, 338010, 338011 & 338012) in the amount of \$390,190.73.
- C. **Approval of Payroll:** Payroll for February 1-15th, 2009 for checks 28013-28044 including Direct Deposits and Electronic Transfers in the amount of: \$ 371,116.88; and Payroll for February 16-28th, 2009 for checks 28045-28081 including Direct Deposits and Electronic Transfers in the amount of: \$ 543,334.18.
- D. **AB09-43 – Ordinance D09-43** – An Ordinance of the City of Bonney Lake, Pierce County, Amending the City of Bonney Lake Employee Classification and Compensation Plan to Include a Salary Differential for any Regular Employee of the City Called to Active Military Duty for More than Thirty (30) Consecutive Days.
- E. **AB09-44 – Ordinance D09-44** – An Ordinance of the City of Bonney Lake, Pierce County, Amending Section 2.70.090 of the Bonney Lake Municipal Code and the Corresponding Portion of Ordinance No. 1251 Relating to the Use of Credit Cards in the Procurement and Disposition of Goods and Services for the City.
- F. **AB09-05 – Resolution 1909** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign an Agreement with Bruce Dees to Design a Trail and Bridge for the Safe Routes to School Project.
- G. **AB09-40 – Resolution 1921** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with RH2 Engineering for the Design of the Leaky Water Main Replacement Project, Phase 2B.

- H. **AB09-41 – Resolution 1922** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign the Closeout Loan Agreement with the Public Works Trust Fund Loan Board (Loan 06-962-pre-101).
- I. **AB09-42 – Resolution 1923** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Awarding the SR410 16-Inch Sanitary Sewer Replacement Contract to Pape and Sons Construction, Inc.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES:

- A. **AB09-35 – Ordinance D09-35** – An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Chapter 9 of the Bonney Lake Municipal Code to Create a New Section 9.35 Relating to Public Nudity.

VIII. FULL COUNCIL ISSUES:

- A. **AB09-45 – Ordinance D09-45** – An Ordinance of the City of Bonney Lake, Pierce County, Washington, Relating to the Permit and Permit Application Extensions and Amending Section 15.04.081 of the Bonney Lake Municipal Code and the Corresponding Sections of Ordinances 1308, 1230, and 1035.

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

X. ADJOURNMENT

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

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

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> ASD / Harwood T. Edvalson	<u>Workshop / Meeting Date:</u> 10 Mar 2009	<u>Agenda Bill Number:</u> AB09-48
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: AB09-48 - A Motion of the Bonney Lake City Council Confirming the Mayor's Appointments to the following Boards and Commissions: Planning Commissioners Randy McKibbin, Dennis Poulsen and Grant Sulham; Design Commissioners David Colbeth, Paul Webber and Raymond Bunk III; and Park Board Commissioners Brian Cebe and Richards Rawlings.

Proposed Motion: A Motion of the Bonney Lake City Council Confirming the Mayor's Appointments to the following Boards and Commissions: Planning Commissioners Randy McKibbin, Dennis Poulsen and Grant Sulham; Design Commissioners David Colbeth, Paul Webber and Raymond Bunk III; and Park Board Commissioners Brian Cebe and Richards Rawlings for terms ending April 6, 2012.

Administrative Recommendation: Approve.

Background Summary: Bonney Lake Municipal Code 2.20.020 provides that the City Council will confirm the Mayor's appointments to the Park Board. It is proposed the Council confirm the Mayor's reappointments of Brian Cebe and Richards Rawlings to the Parks Board. In keeping with his past practice of requesting that the Council confirm appointments left to his discretion, the Mayor also seeks the Council's confirmation of his reappointments to the Planning and Design Commissions. Mayor Johnson has reappointed Randy McKibbin, Dennis Poulsen and Grant Sulham to the Planning Commission and David Colbeth, Paul Webber and Raymond Bunk III as Design Commissioners.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation: No budget impact is associated with this action.			

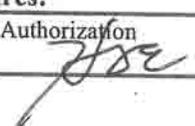
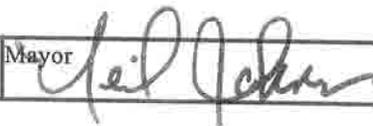
COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: -
 Commission/Board Review Date: -
 Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 03/10/09	Tabled To Date:

Signatures:

Director Authorization 	Mayor 	Date City Attorney Reviewed N/A
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CITY COUNCIL WORKSHOP

**February 17, 2009
5:30 p.m.**

MINUTES



"Where Dreams Can Soar"

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Audio Time
Stamp ↓

Call to Order:

Mayor Neil Johnson, Jr. called the Workshop to order at 5:32 p.m.

Roll Call: [A1.3]

City Clerk Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton and Councilmember David King. Councilmember James Rackley was absent.

Deputy Mayor Swatman moved to excuse Councilmember Rackley. Councilmember Carter seconded the motion.

Motion approved 6 – 0.

[Staff Members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Planning Manager Heather Stinson, Police Sergeant Kelly Maras, Community Services Director Gary Leaf, City Attorney Jim Dionne, Administrative Services Director/City Clerk Harwood Edvalson and Records & Information Specialist Susan Duis.]

Agenda Items:

5:33:02

1. **Council Open Discussion:**

SR 410 Highway Classification

Public Works Director Grigsby provided Councilmembers with a handout including information and a history of the SR 410 highway classification in Easttown. He said in 1997, the state initially allowed only two access points in the area now known as Easttown. The City requested a review when the area was annexed. At that time WSDOT said they would not re-classify the highway but approved a variance for future left-turns on SR 410 at 219th Ave E and 229th Ave E, and realignment of 234th and 233rd Ave E. He said current detailed maps of the proposed road widening and left-turns are available on the City website currently.

Director Grigsby also explained the process of changing highway classifications. He said requests for highway classification review can only be accepted from a regional transportation planning organization, metropolitan planning organization, or local government or city that has jurisdiction over the highway. WSDOT staff said the process of submitting a request is similar to creating or revising a subarea plan (like the Easttown subarea plan). He said he did not have a cost estimate, but submitting a reclassification request would likely include hiring a consultant, as well as holding public hearings and creating a document similar to the subarea plan. Director Grigsby added that WSDOT does not normally downgrade highway classifications, making it

unlikely that WSDOT would reclassify the highway in Eastown even if the City requested a review.

Councilmember Bowen said the related WAC 468-52-070 allows other interested persons to initiate a review through their local entity, such as the local government. He said he believes this was the intent of Eastown Resident Roger Watt when he spoke to the Council on February 10, 2009. He said residents feel the State and City are treating Eastown differently, as the highway is classified differently there than in the rest of the City and includes more restrictions.

Director Grigsby said the highway classifications were determined based on the level of development when WSDOT first reviewed the area. At that time, the downtown and midtown areas were already developed, so SR 410 is a Class 3 highway there. Since the Eastown area had not been developed, the highway was described as rural-urban and was designated Class 2.

Deputy Mayor Swatman said all individuals in Eastown can access the highway from their property currently. He said reclassifying the highway would allow more ingress and egress routes when the area is developed, which seems to go against the mapped streets plan. He said citizens have expressed concern about the area having development and traffic issues similar to the South Hill area. Councilmember King said one concept in the Eastown Subarea Plan is to keep local traffic to businesses on the mapped frontage roads and off 410. Councilmember Decker said he felt more positive about the frontage roads from Director Grigsby's input.

Councilmember Bowen said Eastown residents seem concerned about 'big box' stores who want to develop the area and cannot get additional access points. Another concern is that one property owner could keep a small parcel and limit the marketability of other grouped parcels for development. Mayor Johnson said developers can always come to the City to discuss their interests and try to work together. He said developers gave input when the City wrote the Eastown Subarea Plan and they seemed to like it then. Councilmember Bowen said area residents are pleased about the road widening and removing the middle turn lane. He thanked Director Grigsby for providing more information and said he would share it with Mr. Watt.

Mayor Johnson noted the State legislature is working on Resolution 1513, which would allow cities to participate in latecomer's agreements for water and sewer services. Deputy Mayor Swatman said this may give the City more options for the future.

Charter Election

Deputy Mayor Swatman said a lot of citizens have asked whether the initiative process can be changed, such as by requiring more votes to move forward, so every issue doesn't come to the ballot and be a cost to taxpayers. City Attorney Dionne said the right of initiative is either available or not, and citizens cannot be burdened in any way that violates their right to the process. He said requiring someone to pay the costs for an initiative-based election is not legal, but increasing the number of signatures required on a petition might be viable. He said he would review the legal issues for the Council. He said elections must go through the State and could not be run by the City.

County Executive

Councilmember Hamilton asked if the Mayor has been able to meet with the new

County Executive, Pat McCarthy. He said he wanted to be sure the County Executive understands the issues that are important to Bonney Lake, including preserving Fennel Creek, the Cascadia development, sewer service for the plateau, and transportation issues. Mayor Johnson said he was waiting for confirmation on a meeting time and would get input from the Council before the meeting. He said he intends to meet with Senators Maria Cantwell and Patty Murray and Congressman Dave Reichert as well.

Real Estate Code Violations

Deputy Mayor Swatman asked if the City can intervene when real estate agents advertise a nonconforming use of a property. He expressed concern that if a property is sold to the buyer and they did not realize the use was not allowed, they could face code enforcement issues. City Attorney Dionne said a person who purchased a property under false pretenses could sue the seller. He said if the City learns of nonconforming use or false advertising by real estate agents or sellers, the Code Enforcement Officer could contact the owner/seller. He said this documentation would be important if the seller did not provide full disclosure to the buyer.

SR 410 Road Widening

Councilmember Carter asked if WSDOT had finished checking Fennel Creek for artifacts, which was required for the road widening project. Director Grigsby said he is unsure, but WSDOT still plans to advertise and do the work on schedule. He said WSDOT is purchasing part of the creek to make it a permanent wetland, to replace wetland in Easttown that will be affected by the road widening. He confirmed that the process would protect the creek long-term, unless the area was downgraded from wetland status.

High School Boards

Councilmember Carter said she attended a spaghetti feed fundraiser at the Senior Center recently, and reminded Councilmembers to volunteer for the Senior Boards on March 19th and 20th. She said the Community Summit is March 26, 2009 and asked Councilmembers to think of area residents to nominate for unsung hero awards.

Cedarview Water Main Project

Director Grigsby said the low bidder for the Cedarview water line replacement project found errors in their calculations and requested to withdraw their bid. The City allowed the withdrawal and will award the bid to the second lowest bidder, Les Russell. He said Les Russell's bid was \$590,000, which is still far below the engineer's estimate of \$943,000.

Council Retreat

Councilmember Bowen asked when the retreat might be held. Mayor Johnson said it would likely not happen until sometime in March, when the final 2008 budget numbers are available. Councilmember King said more information on the stimulus package and state budget should be available in March as well. Councilmembers were in favor of an all-day session on a Saturday in mid to late March. Potential topics for the retreat will be discussed in early March. Mayor Johnson said the budget is the most immediate concern but the Council should also consider plans and programs for the years ahead.

6:16:48

2. **Review of Council Minutes:** February 3, 2009 Council Workshop and February 10, 2009 Council Meeting.

Councilmember Carter requested a correction to the February 10, 2009 minutes, p. 3, noting the Public Safety Committee met on February 9, 2009 and not February 2, 2009. By Council consensus, the minutes were moved forward with this correction to the February 24, 2009 Meeting.

6:17:36

3. **Discussion:** AB09-21 – Planning Commission Annual Workplan.

Planning Manager Stinson said Director Vodopich was ill and unable to attend the Workshop. She said the proposed work plan consolidates the previous draft and the Council's suggested additions. She asked the Council for input on the draft items and priority levels. Councilmember Carter said she requested adding incentives for 'green' buildings and incentives for accessible/shared housing to the list. She said the intent would be to help get houses built and have less inactive building or vacant properties. Consensus was to add the items suggested by Councilmember Carter and apply medium priority; in addition, the 'Pre-Zone CUGA subareas 1, 2 and 3' was changed to medium priority. Planning Manager Stinson said the majority of the workplan items should not require significant costs or consultants. The exceptions are the item to consider hiring a consultant to review the permit process (which is low priority and tied to the budget), and the Shoreline Master Plan Update, which would require a consultant. She said the City expects some grant assistance for the shoreline plan, however.

Mayor Johnson noted he is working with the City Administrator on other development incentives, such as an employment-based incentive. He said he has received feedback from a restaurant owner who said Bonney Lake's sewer and water rates are competitive, but the traffic impact fees are higher than other states and other cities in Washington. He said he is working on a report and wants to ensure there is a balance between incentivizing development and building the City for the future.

Council consensus was to forward the amended Planning Commission Annual Workplan to the February 24, 2009 Council Meeting.

6:26:40

4. **Discussion:** AB09-07 – Chamber of Commerce Services Agreement.

Mayor Johnson said the Council received an email from Chamber Executive Director Lora Butterfield responding to questions about the agreement. City Administrator Morrison said the 12-month agreement is for \$15,000 and requires deliverables from the Chamber, including a marketing brochure and business directory. He said the Chamber will staff and maintain a visitor's center and facilitate discussions between business owners and the City. He said the agreement has been budgeted for many years but never came forward. He said the contract is for one year only and the Council could review it after a year. In response to questions from Councilmember Hamilton, the City Administrator said the agreement will help the Chamber of Commerce serve the City by providing economic development services. Councilmember Hamilton said he would normally support the agreement, but wants to scrutinize any items that affect the budget in the current budget climate. City Administrator Morrison said his hope is that the benefits of the Chamber's work with existing businesses and recruiting new businesses will equal or exceed the contract costs. Deputy Mayor Swatman said he shares Councilmember Hamilton's concerns, but is willing to give it a try. Mayor Johnson said the City needs economic development, especially as it begins competing with other areas. He said the City needs to see results and will stay involved. Councilmembers

Bowen, Decker, Carter, and King expressed support for the agreement. Councilmember Carter said she has attended Chamber events and has seen Ms. Butterfield at various community events. Councilmember King said small businesses that serve the community are very important and deserve help and coordination from the government. Council consensus was to forward the agreement to the February 24, 2009 Meeting.

5. **Executive Session:** None.

6:39:22

6. **Adjournment:**

At 6:39 p.m., Deputy Mayor Swatman moved to adjourn the meeting. Councilmember King seconded the motion.

Motion approved 6 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items submitted to the Council Workshop of February 17, 2009:

- City of Bonney Lake – *Highway Classification History and Procedure Information* – Public Works Director Dan Grigsby.

CITY COUNCIL MEETING

February 24, 2009
7:00 P.M.

MINUTES



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Audio Time Stamp ↓

I. **CALL TO ORDER** – Deputy Mayor Dan Swatman called the meeting to order at 7:02 p.m.

A. Flag Salute – Deputy Mayor Swatman led the audience in the Pledge of Allegiance.

B. Roll Call: [A 1-3]

City Clerk Edvalson called the roll. In addition to Deputy Mayor Dan Swatman, elected officials attending were Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Jim Rackley. Mayor Neil Johnson, Jr. was absent.

[Staff members in attendance were City Administrator Don Morrison, City Attorney Jim Dionne, Chief Financial Officer Al Juarez, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Police Chief Mike Mitchell, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, Executive Assistant Brian Hartsell and Records & Information Specialist Susan Duis.]

C. Announcements, Appointments and Presentations: [A 3 & 9]

1. Announcements:

City Administrator Don Morrison said a case of salmon filets were donated to the Food Bank and Senior Center, but there were too many to fit in the freezers. He said the remaining filets were at City Hall and encouraged all those attending to take a filet after the meeting.

City Administrator Morrison introduced the new Executive Assistant, Brian Hartsell, to the Councilmembers. He said the Executive Assistant provides assistance to the City Administrator and Mayor and his duties include grant writing, management analysis and community partnerships. The Council welcomed Mr. Hartsell to the staff.

2. Appointments:

a. **AB09-33** – A Motion of the Bonney Lake City Council Confirming the Mayor's Reappointment of Robert Dalton to the Civil Service Commission for a term expiring on April 6, 2014.

Councilmember Rackley moved to approve the motion.
Councilmember Decker seconded the motion.

Motion approved 7 – 0.

3. Presentations: None.

D. Agenda Modifications:

Deputy Mayor Swatman said draft Ordinance D09-35, creating a new section relating to public nudity, should be removed from the agenda. He said additional information that needs to be considered was not included in the agenda packet. Councilmembers had also been provided with a copy of AB09-12, an ordinance relating to permits and application extensions, for consideration at the Meeting.

Councilmember Hamilton moved to table AB09-35 to the March 10, 2009 Council Meeting and to add AB09-12 to Full Council Issues, Item A., for discussion. Councilmember Carter seconded the motion.

**Motion approved 5 – 2.
Councilmembers Bowen
and Decker voted no.**

7:07:51

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearings: None. [A 3.6.12]
- B. Citizen Comments: [A 1.5]

Pat Miller, 19205 79th St Pl E, said he was concerned about recent Council actions and discussions he read about in the Courier Herald. He said he is surprised that the City is considering offering sales tax incentives to developers. He said in the past, developers argued for reduced Traffic Impact Fees and permit fees but did not give the City any extra money. He said the proposed incentives seem like a gift of public funds, and he does not want tax dollars spent to help developers. He said roads need to be improved and Traffic Impact Fees are necessary to help share these costs with developers and home buyers.

Mr. Miller also spoke against the contract between the City and the Chamber of Commerce. He said this also seems to be a gift of public funds, and the Chamber of Commerce lobbies against minimum wage laws and health care issues. He said it is the City's responsibility to work on economic development and to establish growth in the whole city, not just businesses. Councilmember Decker thanked Mr. Miller and agreed with his points.

Roger Watt, 22719 Hwy 410, asked if anyone could give a certain date when sewer will be built in Eastown. He said he comes to Council meetings to get the sewer and believes it will mutually benefit the City and property owners. He said he had hoped his request to reclassify SR 410 would help clear a hurdle in getting sewers, but it is not the main issue. He asked the Council to help facilitate discussions between property owners, City staff, developers and others who have concerns in Eastown. He said the Council discussed setting up an Eastown 'tsar' to oversee Eastown issues, but nothing was ever implemented. He said the sewer issue was in discussion for years before Eastown was annexed.

Councilmember Bowen spoke as the Council representative for Eastown, and agreed with Mr. Watt. He said his position is sometimes awkward, as he is both an elected official and Eastown property owner. He said part of the issue is a lack of

communication and complex issues, and a facilitator may be able to help with these problems.

Councilmember Rackley agreed that it has been difficult to share information, and the City needs a better solution. He invited Mr. Watt to attend the Community Development Committee Meeting on March 2, 2009 to discuss the options. Deputy Mayor Swatman said the Council is following State Bill #1533 which is under review, and which could help cities to recoup funds spent to develop sewer systems.

Izzy Anaya, 9910 233rd Ave E, owns A&S Auto Repair in Bonney Lake. He spoke in support of Resolution 1911 for an agreement with the Chamber of Commerce. He said it is difficult for small business owners and support from the City Council and Chamber of Commerce is very important.

Mr. Anaya also said he has found it difficult to approach City staff to find out how his company can compete for contracts to repair city vehicles. He said he has tried calling but has never spoken with a manager, only to assistants who were not sure about the process. He said he still wants to know the process and has not received an answer. City Administrator Don Morrison said he has spoken with Mr. Anaya in the past. He said he has also spoken with the new Assistant Public Works Director Charlie Simpson about putting service contracts out to bid, which was a recommendation of the ER&R study. He said this is in progress and may take a few weeks or months to implement. Once in place, these contracts would be advertised as a request for bids like other City projects and contracts. Public Works Director Dan Grigsby said his department will send a copy of the request for bid to area auto shops once it is ready to advertise.

David Colbeth, 21816 113th St E, presented a memo titled "A Memorial Drive" to the Council. He said he spoke to the Council before about renaming a City street as a memorial drive to honor those who have served in the military, civil service, volunteering, etc. He said the Old Sumner Buckley Hwy, which is also part of the historic Naches Trail, would be a good option. He asked the Council to consider a motion or discussions to help move the idea forward. Councilmember Hamilton suggested that Mr. Colbeth present his idea to Shawn Bunney of the Pierce County Regional Council, as part of Old Sumner Buckley Highway is in the County.

Mr. Colbeth invited everyone to attend the upcoming Lions Club fundraiser, Death by Chocolate. Dinner will be provided by the Bonney Lake High School students, and there are many auction items available including lunch with the Mayor, ride-along with the Police Chief, gifts and trips.

C. Correspondence: None. [A 1.2]

7:38:05

III. COUNCIL COMMITTEE REPORTS: [A.3.6.4]

A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed several items that will come to the Council in the future, including a city-wide purchasing card program and differential pay for military reservists. The committee also discussed providing a utility reduction program for disabled veterans, modifying the water shut-off fee, a potential sub-

meter ordinance, special election costs, and options for TIF rebates, freezes, or rollbacks.

- B. Community Development Committee: Councilmember Rackley said the committee has not met since the last Council Meeting. The next CDC meeting is March 2, 2009.
- C. Public Safety Committee: Councilmember Hamilton said the committee has not met since the last Council Meeting. The next meeting is scheduled for March 2, 2009.
- D. Other Reports:
Joint Sewer Advisory Committee
 Deputy Mayor Swatman said he and Councilmembers Hamilton and Rackley will attend a meeting of the Joint Sewer Advisory Committee tomorrow at the Sumner City Hall.

7:41:15

IV. **CONSENT AGENDA:** [A 3.6]

- A. **Approval of Corrected Minutes:** February 3rd Council Workshop and February 10th Council Meeting.
- B. **Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #54440 thru #54525 in the amount of \$212,627.01; Accounts Payable checks/vouchers #54526 thru #54539 in the amount of \$1774.81; and Accounts Payable checks/vouchers #54540 thru 54612 (including wire transfer #'s 11609, 20509, 2152008, 9172008 & 23784140) in the amount of \$3,862,642.97.
- C. **AB09-29 – Ordinance 1304** – An Ordinance of the City of Bonney Lake, Pierce County, Relating to Enforcement of Violations of Orders for Protection Amending Chapter 9.23 of the Bonney Lake Municipal Code and Ord. No. 703 §2.
- D. **AB09-30 – Ordinance 1305** – An Ordinance of the City of Bonney Lake, Pierce County, Washington Relating to Enforcement of Violations of Anti-harassment Protection Orders and Amending Chapter 9.25 of the Bonney Lake Municipal Code and No. 703 §2.
- E. **AB09-31 – Ordinance 1306** – An Ordinance of the City of Bonney Lake, Pierce County, Washington, Relating to the Enforcement of Dangerous Weapons Violations Amending Chapter 9.86 of the Bonney Lake Municipal Code and Ord. No. 1058 § 1.
- F. **AB09-32 – Ordinance 1307** – An Ordinance of the City of Bonney Lake, Pierce County, Washington, Relating to the Regulation of Precursor Drugs and Legend Drugs, Amending Section 9.36.010 of the Bonney Lake Municipal Code and the Corresponding Portions of Ord. Nos. 1194 § 1, 2006; 845 § 1, 2000; 703 § 2, 1995.
- G. **AB09-07 – Resolution 1911** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Personal Services Agreement Between the City of Bonney Lake and the Bonney Lake Chamber of Commerce.
- H. **AB09-37 – Resolution 1919** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing an Agreement with Les

Russell Construction Company for Cedar View (Phase 1) and 188th Avenue East Water Main Replacement Project.

- I. **AB09-21** – A Motion of the Bonney Lake City Council Approving the 2009 Planning Commission Annual Workplan.
- J. **AB09-34** – A Motion of the Bonney Lake City Council Authorizing Out of State Travel for Court Administrator Seymour to Williamsburg, VA, for Court Management Training.

Councilmember Decker asked that item AB09-07, Resolution 1911, be moved to Full Council Issues, item B.

Councilmember Rackley moved to approve the Consent Agenda as modified. Councilmember King seconded the motion.

Consent Agenda approved 7 – 0.

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

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

VII. **PUBLIC SAFETY COMMITTEE ISSUES:**

- A. ~~**AB09-35 – Ordinance D09-35**~~ – An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Chapter 9 of the Bonney Lake Municipal Code to Create a New Section 9.35 Relating to Public Nudity. *This item was tabled to the March 10, 2009 Council Meeting during Agenda Modifications.*

7:42:45

VIII. **FULL COUNCIL ISSUES:**

- A. **AB09-12 – Ordinance 1308** – An Ordinance of the City of Bonney Lake, Pierce County, Washington, Relating to the Permit and Permit Application Extensions and Amending Section 15.04.081 of the Bonney Lake Municipal Code and the Corresponding Sections of Ordinances 1230 and 1035. *This item was added to the agenda during Agenda Modifications.*

Deputy Mayor Swatman said this is the same item that was discussed by Council at the February 10, 2009 Meeting and tabled to the CDC for review at that time.

Councilmember Rackley moved to approve Ordinance 1308. Councilmember Carter seconded the motion.

Councilmember Bowen said he moved to table the ordinance at the last meeting because there were not enough votes to approve it at that time, and he respects the work that has been done. He said he does not object to the original intent, which was to help builders with expiring permits. He said the issue has now morphed to include

a requirement that no permits will extend past four years. He said these two issues should be dealt with separately.

Councilmember Decker also spoke against the proposed ordinance. He said the ordinance takes rights away from builders, who currently have the right to extend permits as long as it takes to build the home. He said when his father built a house in Bonney Lake, it took over four years to finish as they both worked full time and did the work on weekends. He added that this item was added to the agenda at the last minute and more time should be spent to discuss the issues. He said the potential public safety concerns brought up in previous discussions are not the issue. He said the ordinance will take away citizen's rights and will require them to pay for new permit processes and fees.

Deputy Mayor Swatman asked if there would be a potential conflict of interest if councilmembers had permits underway at their residence or property. City Attorney Dionne said this ordinance has a general application and is not directed at a specific permit, and his opinion was it would not create a conflict of interest for councilmembers. He said there are ordinances that describe conflicts of interest related to contracts or using an elected position for personal benefit, but neither seems applicable to the draft permit ordinance.

Councilmember Carter said the Council has spent a lot of time discussing this item and the ordinance addresses how permits are affected by code cycles. She said several weeks ago the Council learned that 36 letters were sent to those who have permits that will expire soon, and five already expired in January 2009. She said the Council needs to move on the issue. Community Development Director Vodopich confirmed that the item has been before the Planning Commission before coming to the Council.

Councilmember Bowen reiterated his concern about how code cycles affect permits. He said he spoke with Building Official Jerry Hight but did not resolve all his questions, and did not realize it would come before the Council this night. He said the ordinance as written protects those who let their permit expire, so they would not have to tear out and rebuild if their project does not meet the current code. He said the ordinance penalizes those who do not miss their inspections and do not let their permits expire. He suggested changing the maximum life of a permit to six years, instead of four years.

Councilmember Bowen moved to amend language in Ordinance 1308 to replace "four years" with "six years." Councilmember Decker seconded the motion.

Councilmember Bowen moved to take a five minute recess. Councilmember Decker seconded the motion.

**Motion to recess failed 2 – 5.
Deputy Mayor Swatman and
Councilmembers Carter,
Hamilton, King and Rackley
voted no.**

Councilmember Hamilton said the Building Official's concern is about extending permits beyond more than 2 code cycles, which is why four years was suggested as the maximum life for permits. Director Vodopich said this summary was correct, and that each code cycle is three years. Councilmember Rackley said changes in code cycles can make a dramatic difference in outcomes, and he supports the proposed ordinance.

Councilmember Bowen asked if there was any interest in amending the ordinance to six years, as the City Attorney advised that his motion to amend was poorly worded and should be restated. Councilmember Hamilton called for the question. Councilmember Decker said this ordinance will squash all permits after two years. He moved to change all references to "two years" in Section A. of the ordinance to "six years." The motion died for lack of a second. Councilmember Decker said he believed there was new language in the proposed ordinance that the Council has not had time to review. Councilmember Hamilton called for the vote on Councilmember Bowen's proposed amendment.

Motion to amend the ordinance failed 2 – 5. Deputy Mayor Swatman and Councilmembers Carter, Hamilton, King and Rackley voted no.

Deputy Mayor Swatman said the ordinance language presented to Council is the same as what was presented at the previous meeting. He added that any ordinance can be modified by the Council through a majority vote. Councilmember Decker disagreed that amending an ordinance is an easy process. City Attorney Dionne noted that at the February 10, 2009 Meeting the Council approved a motion to modify the language in 15.04.081, A.3., "No permit shall be active beyond more than one code cycle," to avoid confusion. He said the amendment does not appear in the draft ordinance now before the Council.

Councilmember Hamilton moved to amend language in Ordinance 1308, Chapter 15.04.081, Section A.3., from "No permit shall be active beyond more than one code cycle," to "No permit shall be active beyond four years." Councilmember Rackley seconded the motion.

Motion to amend approved 6 – 1. Councilmember Decker voted no.

Original main motion approved 5 – 2. Councilmembers Bowen and Decker voted no.

Councilmember Decker asked to explain his no vote, and said he believes this is the third time in four months that the Council has taken property rights away from Bonney Lake residents.

- B. **AB09-07 – Resolution 1911** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Personal Services

Agreement Between the City of Bonney Lake and the Bonney Lake Chamber of Commerce.

Councilmember Rackley moved to approve Resolution 1911. Councilmember Bowen seconded the motion.

Councilmember Decker said he pulled the item to Full Council Issues because he does not wish to vote in favor of the Resolution. Deputy Mayor Swatman said businesses are an important part of the community. He responded to citizen comments from Mr. Miller, saying the resolution has been reviewed by the City Attorney and is not a gift of public funds. He said this is a contract for services that the Chamber can provide and is an appropriate expenditure for the times. Mr. Miller was invited to speak; he asked if there would be a conflict of interest if members of the Council are members of the Chamber of Commerce. Councilmember Hamilton and King said they have some reservations, but plan to vote for the Resolution. They said the City expects deliverables, and said oversight and tracking expenditures is important. City Administrator Morrison confirmed that the contract is for one year only and the Council would have to readopt it in order for the contract to continue.

Councilmembers confirmed that none of them are current Chamber of Commerce members or officers. City Attorney Dionne said a potential conflict of interest could exist if anyone had a financial interest in the contract, but he could not see any conflict for councilmembers with the resolution.

Motion approved 7 – 0.

IX. EXECUTIVE SESSION: None.

8:22:19

X. ADJOURNMENT:

At 8:22 p.m. Councilmember Bowen moved to adjourn the meeting. Councilmember Rackley seconded the motion.

Motion approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Council Meeting of February 24, 2009:

- Bonney Lake Citizen – “A Memorial Drive” – David Colbeth.

**ACCOUNTS PAYABLE AND
UTILITY REFUND CHECKS/VOUCHERS**

3/10/2009

Accounts Payable checks/vouchers #54613 thru #54680 (including wire transfer #'s 11509, 81508, 91508, 101508, 111708, 121508, 970427, 970428, 4426789 & 23913739) in the amount of \$1,482,375.03.

Accounts Payable checks/vouchers #54681 thru #54795 (including wire transfer #'s 200901, 338001, 338002, 338003, 338004, 338005, 338006, 338007, 338008, 338009, 338010, 338011 & 338012) in the amount of \$390,190.73.

PAYROLL CERTIFICATION

Payroll for February 1-15th, 2009 for checks **28013-28044** including Direct Deposits and Electronic Transfers in the amount of: **\$ 371,116.88.**

Payroll for February 16-28th, 2009 for checks **28045-28081** including Direct Deposits and Electronic Transfers in the amount of: **\$ 543,334.18**

**City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form**

Department/Staff Contact: Al Juarez – Chief Financial Officer	Council/Wkshp Meeting Date: March 10, 2009	Agenda Item Number AB09 - 43
Ordinance Number: D09 - 43	Resolution Number:	Councilmember Sponsor:
BUDGET INFORMATON		
<u>2009 Budget Amount</u> \$NA	<u>Expenditure Amount</u> \$NA	<u>Remaining Balance</u> \$NA
Explanation: No budget impact at this time. Currently the City has no employees who are deployed or are preparing to be deployed to active military duty.		
Agenda Subject: An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, amending the City of Bonney Lake Employee Classification and Compensation Plan to include a salary differential for any regular employee of the City called to active military duty for more than thirty (30) consecutive days.		
Administrative Recommendation: Recommend Approval		

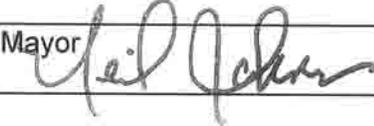
Background Summary:
Financial impact on a City employee called up to active military duty can be significant. The difference between the military pay and their City salary during active duty may create a financial hardship. The City of Bonney Lake values military personnel in the workforce and also values its intertwined relationship with military personnel and thus proposes an Ordinance to cover an employee's lost salary if military service deployment results in a decrease in pay during active duty.

Council Committee Dates:	Commission Dates:	Board/Hearing Examiner
Finance Committee: 2/24/09 Public Safety Committee: Community Development & Planning Committee: Council Workshop:	Planning Commission: Civil Service Commission:	Park Board: Hearing Examiner:

Council Action:

Council Call for Hearing:	Council Hearings Date:
Council Referred Back to:	Workshop: Committee
Council Tabled Until:	Council Meeting Dates:

Signatures:

Dept. Dir. 	Mayor 	Date City Attorney reviewed
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FINANCE COMMITTEE

DATE: February 10, 2009

ORIGINATOR: Al Juarez

TITLE: Chief Financial Officer

SUBJECT/DISCUSSION: An Ordinance of the City Council of the City of Bonney Lake, WA amending the City of Bonney Lake Employee Classification and Compensation Plan to include a salary differential for any regular employee of the City called to active military duty for more than thirty (30) consecutive days.

Financial impact on a City employee called up to active military duty can be significant. The difference between the military pay and their City salary during active duty may create a financial hardship. The City of Bonney Lake values military personnel in the workforce and also values its intertwined relationship with military personnel and thus proposes a resolution to cover an employee's lost salary if military service deployment results in a decrease in pay during active duty.

ORDINANCE/RESOLUTION NUMBER: 009-43

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve Proposed Ordinance

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

MAYOR X
FINANCE DIRECTOR Yes
CITY ATTORNEY X

BUDGET INFORMATON

Table with 3 columns: 2009 Budget Amount, Required Expenditure, Remaining Balance. All values are N/A.

Explanation: No budget impact at this time. Currently the City has no employees who are deployed or are preparing to be deployed to active military duty.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Table with 4 columns: Name, DATE, APPROVED, DISAPPROVED. Includes signatures and dates for Dan Swatman, David King, and James Rackley.

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK FINANCE DIRECTOR CITY ATTORNEY

Please schedule for Council Meeting date of: March 10, 2009 February 24, 2009
Consent Agenda: Yes

ORDINANCE NO. D09 - 43

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON AMENDING THE CITY OF BONNEY LAKE EMPLOYEE CLASSIFICATION AND COMPENSATION PLAN TO INCLUDE A SALARY DIFFERENTIAL FOR ANY REGULAR EMPLOYEE OF THE CITY CALLED TO ACTIVE MILITARY DUTY FOR MORE THAN THIRTY (30) CONSECUTIVE DAYS.

WHEREAS, the City Council of the City of Bonney Lake, Washington has adopted various ordinances identifying compensation and benefit levels with the intention of attracting and retaining qualified individuals to serve as employees in the City's various departments; and

WHEREAS, the City of Bonney Lake values military personnel in the workforce; and

WHEREAS, the financial impact on a City employee called to active military duty can be significant; and

WHEREAS, the City can support military service and recognize the value of City employees by paying the employee the difference between the military pay and their City salary during active duty;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington does hereby ordain as follows:

Section 1. That the City of Bonney Lake Employee Compensation and Classification Plan are hereby amended to include the following:

Employees who are involuntarily called to and do serve active military duty shall receive compensation from the City in an amount equal to the difference between the employee's military pay plus allowances and base pay due as a City employee. The following guidelines should be applied in order to determine an employee's eligibility for this salary differential:

- Active military duty deployment must be for more than thirty (30) consecutive days
- The measure of this 30 day time limitation is calculated from the time the employee actively reports for duty
- This in no way affects the City's obligations under RCW 38.40.060 and this salary differential provision will apply after any leave available under RCW 38.40.060 is used
- During this active involuntary duty benefits would not continue except that the employee may be eligible for benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or for continuation under Uniformed Services Employment and Reemployment Rights Act (USERRA).
- The employee must utilize all accrued vacation time prior to this pay differential ordinance being initiated
- The maximum duration of time that this pay differential ordinance may apply to any employee is 24 months.

Section 2. Severability. If any section, sentence, clause, or phrase of this Ordinance be held invalid or unconstitutional, such decision shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 3. Effective Date: This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

Passed by the City Council of the City of Bonney Lake this 10th day of March, 2009.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

**City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form**

Department/Staff Contact: Al Juarez – Chief Financial Officer	Council/Wkshp Meeting Date: March 10, 2009	Agenda Item Number AB09 - 44
Ordinance Number: D09 - 44	Resolution Number:	Councilmember Sponsor:

<u>BUDGET INFORMATION</u>		
<u>2009 Budget Amount</u> \$NA	<u>Expenditure Amount</u> \$NA	<u>Remaining Balance</u> \$NA
<u>Explanation:</u> No budget impact. Amend BLMC only.		

Agenda Subject: An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, amending section 2.70.090 of the Bonney Lake Municipal Code relating to the use of credit cards in the procurement and disposition of goods and services for the City.

Administrative Recommendation:
Recommend Approval

Background Summary: The use of credit cards is a customary and economical business practice to improve cash management, reduce costs, and increase efficiency. The City's use of credit cards for official government purchases and acquisition, pursuant to RCW 43.09.2855, is authorized within BLMC 2.70.090, which outlines internal policies that govern the distribution, authorization, use and control of credit cards by city officials and employees.

As a result of current economic conditions that are influencing our local government operations, the Mayor has found it necessary to amend BLMC Section 2.70.090. The intent of the revision is to increase efficiency by maximizing to the fullest extent practicable the purchasing value of public monies of the City.

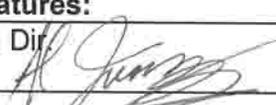
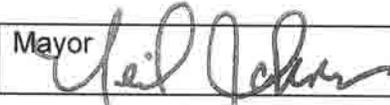
The specific revision is to include provision to implement a purchasing card (P-card) program, which in essence is a hybrid credit card that offers an entity quite a bit of flexibility in types of purchases and dollar limitations that are not normally associated with a standard credit card account. The process would be to issue multiple cards tied to one account that are differentiated by name on each card. Through on-line capabilities we will be able to view who purchased what at any given time within 24 hours of a transaction. Restrictions on p-cards are quite robust and include the ability to limit use to specific vendors, per transaction limits and daily use limits. Specific policy on the implementation of this program is attached to the proposed ordinance and also includes a p-card application and agreement forms for all participants to complete and adhere to.

Council Committee Dates:	Commission Dates:	Board/Hearing Examiner
Finance Committee: 2/24/09 Public Safety Committee: Community Development & Planning Committee: Council Workshop:	Planning Commission: Civil Service Commission:	Park Board: Hearing Examiner:

Council Action:

Council Call for Hearing:	Council Hearings Date:
Council Referred Back to:	Workshop: Committee
Council Tabled Until:	Council Meeting Dates:

Signatures:

Dept. Dir. 	Mayor 	Date City Attorney reviewed
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FINANCE COMMITTEE

DATE: February 24, 2009

ORIGINATOR: Al Juarez

TITLE: Chief Financial Officer (CFO)

SUBJECT/DISCUSSION: The use of credit cards is a customary and economical business practice to improve cash management, reduce costs, and increase efficiency. The City's use of credit cards for official government purchases and acquisitions, pursuant to RCW 43.09.2855, is authorized within Bonney Lake Municipal Code 2.70.090, which outlines internal policies that govern the distribution, authorization, use and control of credit cards by city officials and employees.

As a result of the current global economic conditions that are influencing our local government operations, the Mayor has found it necessary to amend BLMC Section 2.70.090. The intent of the revision is to increase efficiency by maximizing to the fullest extent practicable the purchasing value of public monies of the City.

The specific revision to BLMC 2.70.090 is to include provision to implement a purchasing card (P-card) program. A p-card in essence is a hybrid credit card that offers an entity quite a bit of flexibility in types of purchases and dollar limitations that are not normally associated with a standard credit card account. The idea is to issue multiple cards tied to one account that are differentiated by name on each card. Through on-line capabilities we will be able to view who purchased what at any given time within 24 hours of a transaction. Restrictions on p-cards are quite robust and include the ability to limit use to specific vendors, per transaction limits and daily use limits. Specific policy on the implementation of this program is attached to the proposed ordinance and also includes a p-card application and agreement forms for all participants to complete and adhere to.

ORDINACNE/RESOLUTION: Ordinance 009-44

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE:
MAYOR

CHIEF FINANCIAL OFFICER Yes

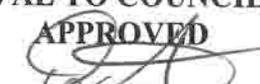
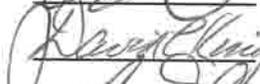
CITY ATTORNEY Yes

BUDGET INFORMATON

<u>2009 Budget</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
NA	NA	NA

Explanation: BLMC revision and policy implementation only

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	<u>DATE</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>
Dan Swatman, Chairperson	2-24-09		_____
David King, Chair, Public Safety	2-24-09		_____
Jim Rackley, Chair CDC	2-24-09		_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK

FINANCE DIRECTOR

CITY ATTORNEY

Schedule for Council Meeting date: March 10, 2009

Consent Agenda (Yes or No): Yes

ORDINANCE NO. D09-44

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING SECTION 2.70.090 OF THE BONNEY LAKE MUNICIPAL CODE AND THE COORESPONDING PORTION OF ORDINANCE NO. 1251 RELATING TO THE USE OF CREDIT CARDS IN THE PROCUREMENT AND DISPOSITION OF GOODS AND SERVICES FOR THE CITY.

WHEREAS, the use of credit cards for official government purchases and acquisitions is authorized pursuant to RCW 43.09.2855; and

WHEREAS, the use of credit cards is a customary and economical business practice to improve cash management, reduce costs, and increase efficiency; and

WHEREAS, Section 2.70.090 of the Bonney Lake Municipal Code outlines policies that govern the distribution, authorization, use and control of credit cards by city officials and employees; and

WHEREAS, the Mayor has found it necessary, due in part to the current economic downturn, to amend Section 2.70.090 to increase efficiency by maximizing to the fullest extent practicable the purchasing value of public monies of the City.

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

Section 1. Bonney Lake Municipal Code 2.7.090 and the corresponding portion of Ordinance No. 1251 is hereby amended to read as follows:

2.70.090 Credit Cards.

A. Pursuant to Chapter ~~39.58~~ RCW 43.09.2855 the following policies shall govern the distribution, authorization, use and control of credit cards by City officials and employees:

1. The City will maintain only one credit card account and one purchasing card account. Said accounts shall not be used for cash advances.
 - A. For purposes of this section a "purchasing card" is a "credit card" as defined in RCW 43.09.2855 (4).
2. Credit cards and/or purchasing cards may be temporarily distributed to those City officials and employees who, in the opinion of the Mayor, have job responsibilities which would be facilitated by the use of a credit such a card and the credit card that use would benefit the City.
3. The CCO, in cooperation with the Chief Financial Officer, shall develop and implement guidelines and accounting controls to ensure the proper usage of credit and purchasing cards and credit card funds, and the payment of all credit and/or purchasing card bills.
4. The Mayor shall set reasonable spending limits on each credit and/or purchasing card issued. The credit limit on each of the credit card or purchasing card accounts shall not exceed \$15,000 without approval of the City Council.

5. Any employee using a city issued credit or purchasing card for noncity business shall be billed for all charges on the credit or purchasing card, and the Mayor or his/her designee is directed and authorized to take all necessary legal actions to recover any unauthorized charges.

Section 2. Effective Date. This Ordinance shall take effect and be in force thirty (30) 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 March, 2009.

Neil Johnson, Jr.
Mayor

ATTEST:

Harwood T. Edvalson
City Clerk, CMC

APPROVED AS TO FORM:

James Dionne
City Attorney

Passed:
Valid:
Published:
Effective Date:



Administrative Policy and Procedure

City of Bonney Lake, Washington

SUBJECT: Purchasing Card Policy		
	Policy No: 200 - 010	Pages: 7
Effective Date:	Supercedes: NA	
Developed by: Office of Financial Services	Department Head Approval:	Mayor/Administrator Approval:

1. PURPOSE

To establish policies and procedures for employees regarding the use of purchasing cards to procure goods and/or services for official City business purposes.

2. ORGANIZATIONS AFFECTED

All Departments and Divisions

3. REFERENCES

- 3.1 City of Bonney Lake Purchasing Card Application (Attachment A)
- 3.2 City of Bonney Lake Purchasing Card Agreement (Attachment B)

4. DEFINITIONS

4.1 Authorized Employee. Regular full or part-time employment status with the City. An employee who has intermittent status or is a volunteer will not be considered an authorized employee for the purpose of this policy.

4.2 Authorized Cardholders. The Mayor, City Council members, Municipal Court Judge, and authorized full or part-time regular City employees are eligible to use purchasing cards. Temporary employees are not authorized to use purchasing cards.

After receiving authorization from their division administrator, an authorized employee will become an authorized cardholder once they have completed and signed the Purchasing Card Application and Purchasing Card Agreement.

4.3 Purchasing Cards. Will be a credit card with either the Visa or MasterCard logo issued from the bank or procurement card program of the City's choice.

4.4 Office of Financial Services (OFS) Administrator. The individual within the Office of Financial Services who has been appointed by the Chief Financial Officer to

Administer the City wide purchasing card program pursuant to any applicable Revised Code of Washington (RCW), City policy and Vendor specific guidelines. See section 6.2 for specific responsibilities

- 4.5 Department Administrator.** The individual within each Department or work group appointed by the applicable authority to administer the purchasing card program within that particular Department or work group. See section 6.2 for specific responsibilities.
- 4.6 Procedure.** A statement that prescribes specific measures, methods, means, techniques, practices, processes, routines, steps or systems for employees to follow to ensure compliance to a stated policy. It is designed to give a step by step process to employees.
- 4.7 Policy.** A broad course of action adopted and pursued by a government exercising prudence and practical wisdom.
- 4.8 SOP.** Standard Operating Procedure

5. RESPONSIBILITIES

5.1 Mayor and City Administrator. The City Administrator, subject to the general direction, broad policy guidance, and approval of the Mayor, is responsible for:

- A. Approving policies and procedures, and revisions thereto
- B. Approving exceptions to policies and procedures

5.2 Department Directors. The responsible Department Director or designated division manager is responsible for:

- A. Identifying the need for development and preparation of department specific processes within his/her primary area of responsibility in compliance with this purchasing card policy/procedure;
- B. Reviewing all existing SOPs and revisions thereto within his/her primary area of responsibility in order to safeguard the assets of the City pursuant to this purchasing card policy/procedure.
- C. Coordinating "A" and "B" above with the Office of Financial Services (OFS) Administrator.
- D. Ensuring that personnel under his/her supervision are appropriately familiar with SOPs within his/her primary area of responsibility.

6. STATEMENTS OF POLICY AND PROCEDUR

- 6.1 Policy.** It is the policy of the City of Bonney Lake for authorized cardholders to make purchases using a City of Bonney Lake purchasing card pursuant to this document. The use of purchasing cards will reduce costs associated with processing invoices and purchase orders by department and accounts payable, and maintain good business relations with suppliers through prompt payments.

Authorized cardholders are responsible for becoming knowledgeable about proper use of the card, authorized expenditures, and the documentation requirements. Authorized cardholders are to use the cards for official City business only.

The Chief Financial Officer shall designate one employee within the Office of Financial Services to perform as Administrator for the purchasing card program. This responsibility shall be referred to as Office of Financial Services (OFS) Administrator.

The Chief Financial Officer in coordination with the OFS Administrator shall establish rules and procedures consistent with this policy and provide the appropriate forms and instructions to participating employees.

Exceptions to the rules set forth herein may be made only for unusual or extenuating circumstances upon written directive of the City Administrator in collaboration with the Chief Financial Officer or his/her designee. Such exception and expenses must relate to a benefit or service received by the City and compliance with the standard set of rules as stated herein has been determined not feasible.

6.2 Procedures. These procedures pertain to the policy governing use of the City's purchasing card program. Specific detailed instruction on how to use the card and complete the monthly reconciliation reports herein will be provided during training and initial setup with each Department's employee group.

In order to become an authorized cardholder, an authorized employee must complete and sign the City of Bonney Lake Purchasing Card Application (attachment A) and the Purchasing Card Agreement (attachment B). These forms must be reviewed and signed by the appropriate approving authority and forwarded to the OFS Administrator. Predefined expenditure uses and limits will be established within the purchasing card program, in general, and assigned to authorized cardholders by job responsibility and/or job title. The approving authority will default to the expenditure uses and limits as prescribed by the predefinition or may, upon extenuating circumstances, request exceptions to these limits. All such requests must be in writing addressed to the OFS Administrator. The OFS Administrator will consult with the Chief Financial Officer in order to grant any such exceptions. Subsequent revisions to limitations may be made using these same procedures.

All purchasing cards (P-Cards) will be issued to the City of Bonney Lake in the name of the authorized cardholder. The P-Card must be maintained on person or otherwise secured in a manner to maintain control of the card. For security purposes the authorized cardholder's social security number is not associated with the card.

Office of Financial Services (OFS) Administrator, Responsibilities:

- Maintain a current list of authorized cardholders and have signed applications and agreements on file for each authorized cardholder.

- Review the uses and payment of the Purchasing Card program monthly and report any abnormalities to the Chief Financial Officer.
- Review compliance with this and other related City policies with regard to the use of purchasing cards.
- Ongoing liaison with the purchasing card vendor.
- Provide training and education to individual cardholders and individual Department or work group Administrators.
- Ensure timely payments to the purchasing card vendor in order to maximize available discounts.

Purchasing Card Program Cardholder, Responsibilities:

- Be accountable and responsible for the purchasing card in his/her name at all times.
- Use the purchasing card for official City business only and not personal use or cash advances. The Purchasing Card Agreement (attachment B) between the cardholder and the City must be completed and signed by the cardholder and the approving authority before the purchasing card will be issued. The Purchasing Card Agreement and its terms and conditions are incorporated as part of this policy.
- Obtain and retain original receipts, packing slips, and shipping documents for each purchase made with the purchasing card. A monthly report will be provided by the cardholder and/or Department Administrator.
- Reconcile or arrange for the reconciliation of the purchasing card monthly report/statement. Confirm that original receipts documenting all transactions on the report are supportable as appropriate City expenditures are attached to the report. Have the monthly report reviewed and approved according to internal department policies and submitted to the Office of Financial Services by the appropriate due dates. Include appropriate additional documentation when consistent with other City policies (i.e., travel authorization forms).
- All purchasing card purchases must comply with the City of Bonney Lake Purchasing and Travel policies and procedures.
- The purchasing card is not to be used as a substitute for contracts.
- The use of the purchasing card does not relieve the cardholder from complying with other State, City, and Departmental policies and procedures. The purchasing card is not intended to replace effective procurement planning, which can result in quantity discounts, reduced number of trips, and more efficient use of City resources.

- The authorized cardholder is the only person entitled to use the purchasing card that has their name on the face of the card. Purchasing cards should be treated with extreme care in the same manner as a personal credit card. The cardholder is responsible to report a lost or stolen card immediately to their supervisor and purchasing card administrator.

Purchasing Card Program Department Administrator, Responsibilities:

- Monitor the filing of monthly reports to ensure they are filed correctly and on a timely basis.
- Follow-up and resolve any reporting deficiencies and disputed purchases.
- Administer the purchasing cards with applicable work group, including but not limited to: assisting with the application process, notification of lost or stolen cards, researching and/or correspondence in reference to disputed charges, and other routine tasks associated with the program.

7. ATTACHMENTS

Attachment A – City of Bonney Lake Purchasing Card Application

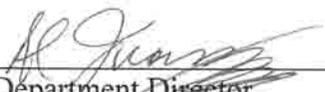
Attachment B – City of Bonney Lake Purchasing Card Agreement

Effective Date(s) - from: _____ until _____

Approved by:

Division Manager

Date



Department Director

3/2/2009

Date

Mayor/City Administrator

Date



City of Bonney Lake Purchasing Card Agreement

I understand that the City of Bonney Lake has authorized my use of a purchasing card for approved City business related expenses. In accepting this card, I agree to the following terms and conditions:

- The card may be used for payment of authorized expenses only on behalf of the City of Bonney Lake.
- The card may not be used to obtain cash advances or other expenses that are not allowed as established by City or department purchasing policies and procedures.
- The card may not be used for personal use.
- The card may not be utilized as a substitute for professional service agreements, public works contracts, and/or human services contracts.
- I understand that when using the purchasing card for travel and meal expenses that I am governed by the City of Bonney Lake travel policies.
- I understand that my purchasing card limits are set forth on the purchasing Card Application and can be revised up or down at any time by the approving director or by the Office of Financial Services (OFS) Administrator.
- Whenever a purchase is made, I will retain all receipts, packing slips and shipping documents.
- I understand that it is my responsibility to reconcile, or arrange for reconciliation of my purchasing card monthly statement. It is my responsibility to have the statement signed by my director, manager, or authorized authority. The OFS Administrator must receive the reconciliation, appropriate approvals, and all receipts by the established due dates.
- I understand that I will surrender the purchasing card to the OFS Administrator or the City may revoke the purchasing card if: (1) the purchasing card is used in a manner that is inconsistent with any City or department policies and procedures and/or the requirements of this agreement, (2) I change responsibilities or scope of assignment, transfer to another department, resign, or otherwise terminate City employment, (3) the monthly reconciled purchasing card statement and receipts are not received by the OFS Administrator by the established due dates, (4) finance charges are incurred as a result of my negligence, (5) the Mayor or designee revokes an employee's purchase card, or (6) the City Council passes legislation prohibiting the use of individual purchase cards.
- I understand that if my card is lost or stolen I must report it immediately to my authorizing director and the OFS Administrator.
- I will be held personally and financially responsible for purchases not conforming to the applicable policies of this agreement. I authorize such transactions to be deducted from my pay check.

PURCHASING CARD NUMBER: _____

NAME ON CARD: _____

I have read and understand the above conditions and certify that I will comply with this agreement:

Date: _____

Signature: _____



City of Bonney Lake Purchasing Card Application

Employee Information

Name: _____

Employee Number: _____

Business Phone: _____

Business e-mail: _____

City Information

Department/Division _____

Default G/L Account _____

Transaction Limit _____

Monthly Credit Limit _____

Employee Approval and Signature

By signing this application, I _____ agree to be bound by the terms of the Purchasing Card Agreement and the policies accompanying this Application form. I have received a copy of the Purchasing Card Agreement and the Purchasing Card Policy. I understand that this purchasing card is to be used for charges incurred in my official capacity on behalf of the City of Bonney Lake.

Applicant Signature & Date

Approver Signature & Date

Approver Name & Title

**City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form**

<u>Department/Staff Contact:</u> Gary Leaf, Comm. Svcs. Dir. Dan Grigsby, PW Director	<u>Council/Wrkshp Mtg Date:</u> March 10, 2009	<u>Agenda Bill Number:</u> AB09-05
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 1909	<u>Councilmember Sponsor:</u>

<u>BUDGET INFORMATON</u>			
<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
\$400,000.00	\$107,101.10	\$107,101.10	\$292,898.90

Explanation:

This contract amount will be encumbered. No expenditure at this time.

Agenda Subject: A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a consulting agreement with Bruce Dees for the design of the trail for the Safe Routes to School project.

Administrative Recommendation: Approve

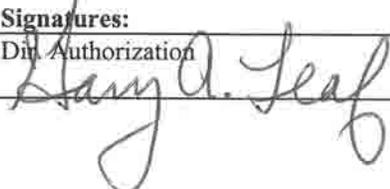
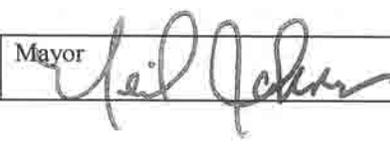
Background Summary: Last year the City executed a grant agreement with WSDOT to construct pedestrian facilities (i.e., trails and sidewalks) that will enable children to walk to school in the vicinity of Bonney Lake High School, Mountainview Middle School, and Victor Falls Elementary School. This project will reduce traffic congestion, air pollution, and transportation expense borne by school district taxpayers. The project was estimated to cost \$2.5 million at the time of our grant application, and grant funds will contribute approximately \$1.5 million. Bruce Dees, who completed the Fennel Creek Trail Master Plan in 2007, will design a mile of trail and bridge over Fennel Creek. Community Services and Public Works are working collaboratively on managing this project. The attached proposal includes design costs only. If construction assistance is needed later it will be done under a separate request. Parametrix is doing environmental permitting and stormwater review. If design is complete and permits received, both the trail and sidewalk projects may be put out to bid later this year.

<u>Council Committee Dates:</u>	<u>Commission Dates:</u>	<u>Board/Hearing Examiner Dates:</u>
Finance Committee:	Planning Commission:	Park Board:
Public Safety Committee:	Civil Service Commission:	Hearing Examiner:
Community Development & Planning Committee: 3/2/09		
Council Workshops:		

Council Action:

Council Call for Hearing:	Council Hearings Date:
Council Referred Back to:	Workshop: Committee:
Council Tabled Until:	Council Meeting Dates:

Signatures:

Dir. Authorization 	Mayor 	Date City Attorney Reviewed: Standard WSDOT Contract
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Action Item #1

COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 2, 2009

ORIGINATOR: Dan Grigsby/Gary Leaf TITLE: PW Director/Community Services Director

SUBJECT: A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a consulting agreement with Bruce Dees for the design of the trail for the Safe Routes to School project. Last year the City executed a grant agreement with WSDOT to construct pedestrian facilities (i.e., trails and sidewalks) that will enable children to walk to school in the vicinity of Bonney Lake High School, Mountainview Middle School, and Victor Falls Elementary School. This project will reduce traffic congestion, air pollution, and transportation expense borne by school district taxpayers. The project was estimated to cost \$2.5 million at the time of our grant application, and grant funds will contribute approximately \$1.5 million. Bruce Dees, who completed the Fennel Creek Trail Master Plan in 2007, will design a mile of trail and bridge over Fennel Creek. Community Services and Public Works are working collaboratively on managing this project. The attached proposal includes design costs only. If construction assistance is needed later it will be done under a separate request. Parametrix is doing environmental permitting and stormwater review. If design is complete and permits received, both the trail and sidewalk projects may be put out to bid later this year.

ORDINANCE/RESOLUTION: Res.1909

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR _____
CITY ATTORNEY _____

<u>2009 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$400,000.00	\$400,000.00	\$107,101.10	\$292,898.90

Explanation:

This contract amount will be encumbered. No expenditure at this time

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	3-2-09		_____
David Bowen	3-2-09		_____
Dan Decker	3-2-09		_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: March 2, 2009
Consent Agenda: Yes No

RESOLUTION NO. 1909

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH
BRUCE DEES TO DESIGN A TRAIL AND BRIDGE FOR THE
SAFE ROUTES TO SCHOOL PROJECT**

WHEREAS, the City of Bonney Lake desires to create opportunities for local children to walk to their local schools; and

WHEREAS, the City of Bonney Lake received a grant from WSDOT to partially fund these improvements;

NOW THEREFORE, The City Council of the City of Bonney Lake, Washington, do hereby resolve that the Mayor is authorized to sign a consulting agreement with Bruce Dees to design a trail and bridge over Fennel Creek pursuant to its proposal to the City of Bonney Lake, attached hereto and incorporated herein by this reference.

PASSED by the City Council this 10th day of March, 2009.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone Bruce Dees & Associates, LLC 222 E 26th St #202 Tacoma, WA 98421	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____		(253) 627-7947	
Federal Aid Number SRTS-PB-3161 (002)		Project Title And Work Description Fennel Creek Trail & 192nd Ave Sidewalk The program includes the design of the trail (approximately 6,150 LF) from the north end of the 37 acres south along the Fennel Creek to a bridge crossing allowing the design to continue East up the slope to Victor Falls Elementary School.	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate <u>134.31</u> % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>29</u> % Fixed Fee \$ <u>11,759.49</u>		DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number <u>91-2147699</u>	
<input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work		Do you require a 1099 for IRS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Completion Date _____	
		Total Amount Authorized \$ <u>107,101.10</u> Management Reserve Fund \$ _____ Maximum Amount Payable \$ <u>107,101.10</u>	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input checked="" type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input checked="" type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input type="checkbox"/> Exhibit G Subcontracted Work | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, between the Local Agency of City of Bonney Lake, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

EXHIBIT 'A'
City of Bonney Lake
Fennel Creek Trail & 192nd Ave Sidewalk
Scope of Work
May 30, 2008
Revised February 13, 2009

In general, the project includes Phase I design of the project known as the Fennel Creek Trail & 192nd Ave Sidewalk. Bruce Dees & Associates (BD&A) will provide professional services for preparation of contract drawings, specifications, estimated probable cost of construction, and bidding phase. Phase II includes the construction review phase.

Bruce Dees, FASLA, will be the Project Manager, coordinating the overall efforts of the team. He will make all presentations as required and maintain continuous coordination with the City and with Parametrix who we understand will provide the topographic survey and for wetland delineations and report.

All final drawings will be produced on Autocad 2002 on 24"x36" size sheets. Coordination of all drawings and contract documents will be by Bruce Dees & Associates.

General

Program

The program includes the design of the trail (approximately 6,150 LF) from the north end of the 37 acres south along the Fennel Creek to a bridge crossing allowing the design to continue East up the slope to Victor Falls Elementary School.

PHASE I

Step 1: Schematic Design

This work entails schematic design of key program elements. At this stage we will set horizontal layout for the trail and bridge using the existing available topographic map as follows:

- A. Coordinate for Topographic Survey
BD&A will coordinate with the City's consultant, Parametrix, for the topographic survey for the trail and bridge so mapping is accomplished where needed.
- B. Client Review Meetings
 - 1. Client review at 100%.
- C. Products
 - 1. Schematic plans, elevations, and sections.
 - 2. Schematic material and equipment selection lists and catalog cuts.
 - 3. Schematic cost estimate at 100% review.

Step 2: Design Development

Design development will entail detailed refinement and material selections for the program elements to be constructed.

- Grading and drainage
- Paving: 12' porous asphalt trail (Approx. 6150 L.F.)
- Bridge: wood structure with asphalt surface

B. Cost Estimate

An estimate of construction cost will be prepared for all items for the 100% review. Adjustments in material selections or possible alternative bid requests will be determined at this stage as possible means to keep project costs within the target budget.

C. Client Review Meetings

1. Client review at 75% and 100%.

D. Products

1. Design development plans, elevations, and sections.
2. Design development material and equipment selection lists and catalog cuts.
3. Design development cost estimate at 100% review.

Step 3: Construction Documents

Design Standards will be in accordance with and in order of precedence of the Washington State Department of Transportation Design Manual, Chapter 1020 (Bicycle Facilities), the Washington State Department of Transportation Local Agency Guidelines, Chapter 42 (City and County Design Standards), and (optional) the City of Bonney Lake Design Standards. Additionally, the final plans and specifications shall be in full compliance with the Americans with Disabilities Act of 1990, ADAAG/PROWAG.

The plans, specifications and project estimate shall meet the requirements of the Local Agency Guidelines, Chapter 44 (Plans, Specifications, and Estimate), current as of the project advertising date for construction.

A. Design Standards

Design standards shall be "City of Bonney Lake".

B. Construction Drawings

Based on the design development decisions, final construction plans will be prepared. Construction drawings will be developed as follows:

Composite Site Plan: This plan will provide an overall view of the entire project area.

Temporary Erosion Control Plan: This plan will show construction access point(s), erosion control measures, clearing details and standard notes.

Layout and Grading Plans: These plans will show layout of the trail and bridge by coordinate and critical dimensions and will show finish grading, (relative to existing grade) including spot elevations at key locations. These drawings will also detail restoration plantings immediately adjacent to the trail.

Site Sections and Details: These drawings will show cross sections for earthwork and various site details. Details will be referenced from the plans as well as from the details to the plans.

C. Specifications and Project Manual

Specifications for the work will be developed in the CSI (Construction Specification Institute) format. The overall estimated cost of construction will be developed at this point and bidding strategy will be developed for the base bid and alternates.

D. Cost Estimate

A final probable cost of construction will be prepared prior to finalizing a bid proposal format. This estimate will be the basis for establishing the lump sum bid proposal, base bid, and alternates.

E. Products

1. Complete construction documents ready for advertisement, reproducibles, and disk of the drawings, and specifications.
2. Final construction cost estimate.

F. Client Review Meetings

1. Client review at 75% and 100%.

Step 4: Permit Coordination

A. Prepare materials and provide follow-up for the following:

1. NEPA and Building Permit

The application and coordination will be by the client. Any other permits required will be by the Client.

Step 5: Bidding Phase

A. Begin Advertisement

Bruce Dees & Associates will assist with the advertisement for the bid. The Client will be responsible for advertising costs.

B. Coordination During Bidding Phase

1. Answer contractor questions.
2. Attend an on-site pre-bid conference.
3. Provide addendum documents for BD&A work if required.

Note: All printing costs for bidding will be paid for by the Client.

C. Attend Bid Openings, Review Bids, and Pre-Construction Coordination

1. Review all bid proposals.
2. Review contractor qualifications and provide written recommendation award of contract.

Schedule – Phase I

After receipt of topographic mapping, wetland delineation, and geotechnical information the schedule can proceed as follows:

1. Schematic Design – 30 Days
2. Design Development – 30 Days
3. Construction Drawings – 30 Days
4. Permit Coordination – As required

PHASE II

Step 6: Construction Review

A. Construction Review

~~— We will provide weekly construction review. It is anticipated that construction will be completed within a 4-month period (16 site visits). Construction review will include submittal / shop drawing review and review of the contractor's requests for payment and change order requests.~~

B. Project Close-Out

- ~~1. — Conduct a final review and prepare punchlist.~~
- ~~2. — Conduct a final review of punchlist items and recommend acceptance.~~
3. Provide Asbuilt records drawings from contractor markups.

Schedule

It is anticipated that construction will be completed within a four-month period.

PROVIDED BY CLIENT

1. Site Access

Rights-of-entry upon all lands necessary for the performance of the above-described Scope of Services.

2. Survey Data

The Client will provide a topographic survey map.

3. Location of Site Utilities

The client will provide location of site utilities for water, sewer, power, and site storm drainage.

4. Geotechnical Investigation

The Client will provide a geotechnical study required for design and any testing that may be required during construction. Design: Test pits at 200' O.C. and each bridge end.

5. Special Inspection/Testing

The Client will obtain and pay for any special inspections for compaction and materials testing during construction.

6. Daily Inspection & Required Test Witnessing

The Client will conduct daily inspection and test witnessing that may be required.

7. Environmental Testing of Existing Conditions

The client will provide all necessary work for any required environmental testing that may be required for existing conditions or during construction.

8. Additional Permit Coordination

Supporting material for the Grading Permit Application is included in the basic scope of work. The Client shall complete any additional permitting and regulatory coordination that may be required.

9. Wetland Mitigation Plans

Parametrix will provide mitigation planting plans and specifications for incorporation into the bid documents.

EXTRA WORK

1. Delay in Schedule

In the event the schedule is changed by the Client or by means beyond the control of BD&A additional fees for restarting shall be negotiated.

2. Expanded Scope of Work

If during the course of the project, the Client elects to expand the Scope of Work, or MACC, including meetings in addition to those listed, design fees for the additional work shall be negotiated.

3. Additional Construction Review

In the event the estimated construction review time is exceeded as a result of the time of completion being extended at no fault of the design team, fees for the additional time and expenses shall be negotiated.

4. As-Built Drawings

~~The contract documents will require the contractor to provide marked up as-built prints of the completed project. If the client wishes to have Bruce Dees & Associates modify the original electronic drawings, the cost of that work will be negotiated.~~

Disadvantaged Business Enterprise Utilization Certification

(Optional - Use only when DBE Consultant is Utilized)

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

_____ certifies that the Disadvantaged Business Enterprise
Name of Bidder

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1. N/A		N/A	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ _____ 0.00 ***

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. 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 specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:

- a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
- b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1
Consultant Fee Determination - Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: Fennel Creek Trail & 192nd Ave Sidewalk

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	=	<u>Cost</u>
Principal / Project Mgr	152.0	X	80.00		\$	12,160.00
LA III	218.0	X	42.50			9,265.00
LA II	109.0	X	40.87			4,454.83
LA I	103.0	X	19.23			1,980.69
Principal / CADD-IT Mgr	193.0	X	48.08			9,279.44
CADD I	117.0	X	19.50			2,281.50
Business Manager	4.0	X	24.00			96.00
Admin. Assist. I	59.0	X	17.50			1,032.50
		X				
Total DSC =						\$ 40,549.96

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 134.31 % x \$ 40,549.96 54,462.65

Fixed Fee (FF):

FF Rate x DSC of 29 % x \$ 40,549.96 11,759.49

Reimbursables:

Itemized 329.00

Subconsultant Costs (See Exhibit G):

Grand Total

107,101.10

Prepared By: Sherryl A. Sales

Date: February 13, 2009

BRUCE DEES & ASSOCIATES, LLC

**INDEPENDENT AUDITOR'S REPORT
AND
STATEMENT OF OVERHEAD COST**

DECEMBER 31, 2007

BRANTLEY JANSON YOST & ELLISON
Certified Public Accountants
A Professional Service Corporation
1617 South 325th Street
Federal Way, Washington 98003-6009

INDEPENDENT AUDITOR'S REPORT

October 28, 2008

To the Member
Bruce Dees & Associates, LLC
Tacoma Washington

We have audited the special-purpose Statement of Overhead Cost of Bruce Dees & Associates, LLC, for the year ended December 31, 2007. This statement is the responsibility of the Company's management. Our responsibility is to express an opinion on this statement based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement presentation. We believe our audit provides a reasonable basis for our opinion.

The accompanying special-purpose statement was prepared for the purpose of complying with the contract between The City of Bonney Lake and the Company as discussed in Note 3, and is not intended to be a presentation in conformity with generally accepted accounting principles.

In our opinion, the special-purpose statement referred to above presents fairly, in all material respects, the overhead cost of Bruce Dees & Associates, LLC for the year ended December 31, 2007 on the basis of accounting described in Note 3.

This report is intended solely for the information and use of the owner and management of Bruce Dees & Associates, LLC, The City of Bonney Lake, the Washington State Department of Transportation, and other parties to the contract discussed at Note 3 and is not intended and should not be used by anyone other than these specified parties.

Brantley Janson Yost & Ellison

BRUCE DEES & ASSOCIATES, LLC

**STATEMENT OF OVERHEAD COST
FOR THE YEAR ENDED DECEMBER 31, 2007**

	Dollar Total	% of Direct Labor
DIRECT LABOR	<u>\$ 527,357</u>	100.00%
FRINGE BENEFITS		
FICA	\$ 27,433	5.20%
Unemployment	3,028	0.57%
Health/Accident Insurance	41,103	7.79%
Medical Aid & Industrial Insurance	8,920	1.69%
Holiday/Vacation/Sick Leave	36,115	6.85%
Commission/Bonus/Pension	42,158	7.99%
Total Fringe Benefits	<u>158,757</u>	<u>30.10%</u>
GENERAL OVERHEAD		
State & City B&O Taxes	25,413	4.82%
Insurance	17,264	3.27%
Administration & Time Not Assignable	172,739	32.76%
Printing, Stationery & Supplies	903	0.17%
Professional Services	247,685	46.97%
Travel Not Assignable	10,852	2.06%
Telephone & Telegraph Not Assignable	7,596	1.44%
Fees, Dues & Professional Meetings	2,100	0.40%
Utilities & Maintenance	105	0.02%
Professional Development	2,963	0.56%
Rent	23,475	4.45%
Equipment Support	33,727	6.40%
Office, Miscellaneous & Postage	4,697	0.89%
Total General Overhead	<u>549,519</u>	<u>104.20%</u>
TOTAL OVERHEAD	<u>\$ 708,276</u>	<u>134.31%</u>
OVERHEAD RATE		<u>134.31%</u>

BRUCE DEES & ASSOCIATES, LLC

**NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2007**

NOTE 1 - NATURE OF BUSINESS

Bruce Dees & Associates, LLC, the Company, is a landscape architecture practice specializing in the design of parks, athletic facilities, public waterfront access, and environmentally sensitive areas. The Company was founded in 1983 in Tacoma, Washington, and provides services primarily to public clients in the State of Washington.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Estimates

The preparation of the financial statement requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Taxes

The Company is organized as a Limited Liability Company. As such, no provision has been made for federal income taxes and the member is liable for taxes on the Company's taxable income.

The Company recognizes revenues net of applicable sales and use taxes; as a result, no these taxes are not reflected as expenses in this statement.

NOTE 3 - BASIS OF PRESENTATION

This financial statement was prepared by the Company to satisfy the requirements of the contract with The City of Bonney Lake, which requires the Company submit an audited overhead rate approved by the State of Washington. The statement has been prepared in accordance with the guidelines established by the State of Washington *Local Agency Guidelines* (April 2007), The Washington State Department of Transportation *Audit Guide for Consultants* (August 1999), and the US Code of Federal Regulations Part 31, *Contract Cost Principles and Procedures*. These guidelines exclude from the statement certain expenses that would generally be included in a financial statement prepared in conformity with accounting principles generally accepted in the United States of America.

City of Bonney Lake

Independent Estimate For Consulting Services

Washington State

Department of Transportation

Consultant: Parametrix

Direct Salary Cost (Composite):

Breakdown of Work	Manhours	Average Rate of Pay	Estimated Cost
Project Management	200	\$80.00	\$16,000
Permitting	50	34.20	1,710
Preliminary Plans	200	34.00	6,799
Final Plans	400	34.00	13,598
As-Builts	50	33.79	1,690
Total Direct Labor	900	\$44.22	\$39,797

Overhead Cost

\$53,327

Net Fee

\$11,541

Travel and Per Diem	\$500
Reproduction Expenses	500
Computer Expense	0
Communication	0
Other	0
Total Expenses	\$1,000
Contingencies	0%

Subtotal \$105,665

Contingencies 0%

Grand Total \$105,665

Agency

City of Bonney Lake

File No.

Project No.

Project Title

Safe Routes to School

Estimate Prepared By:

Gary A. Leaf

Date

2/10/09

DOT Form 140-012 EF

Revised 9/98

CITY OF BONNEY LAKE

Safe Routes to School/Pedestrian Safety Project Design Ratings

<u>Rating Factor</u>	<u>Maximum Points</u>	<u>Bruce Dees & Associates</u>	<u>HDR</u>	<u>KPG</u>
<i>Trails</i>				
Project Knowledge	90	90	75	55
Firm's Ability to Manage Scope, Schedule & Budget	30	30	30	30
Firm's Past Performance With COBL	90	80	65	65
Firm's Experience With Similar Type Projects	30	30	27	22
Knowledge & Experience of Team Members	30	30	30	23
Is Firm Local (Pierce County)?	<u>30</u>	<u>28</u>	<u>28</u>	<u>28</u>
Total	300	288	255	223

Rater: Combined

Date of Interviews: April 25, 2008

Exhibit H Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit L
(To Be UsEd Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am Bruce Dees and duly authorized representative of the firm of Bruce Dees & Associates, LLC whose address is 222 E 26th St #202, Tacoma, WA 98421 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Bonney Lake, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B) of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Bruce Dees & Associates, LLC

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Bruce Dees & Associates, LLC

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of Fennel Creek Trail & 192nd Ave Sidewalks * are accurate, complete, and current as of _____ **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Bruce Dees & Associates, LLC

Name Bruce Dees

Title Principal

Date of Execution*** _____

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Bruce Dees & Associates, LLC 222 E 26th St #202 Tacoma, WA 98421
Agreement Number	Project Title And Work Description Fennel Creek Trail & 192nd Ave Sidewalk The program includes the design of the trail (approximately 6,150 LF) from the north end of the 37 acres south along the Fennel Creek to
Federal Aid Number	
Local Agency City of Bonney Lake	

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, between the Local Agency of City of Bonney Lake, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By _____

By _____

Consultant Bruce Dees

Agency _____

By _____

By _____

Consultant _____

Agency _____

By _____

Agency _____

By _____

Agency _____

**City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form**

<u>Department/Staff Contact:</u> John Woodcock – City Engineer	<u>Council/Wrkshp Mtg Date:</u> March 10, 2009	<u>Agenda Bill Number</u> AB09-40
<u>Ordinance Number:</u>	<u>Resolution Number</u> 1921	<u>Councilmember Sponsor:</u>

<u>BUDGET INFORMATON</u>			
<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
2009 Budget \$1,875,000.00	\$252,464.00	\$252,464.00	\$943,919.00
AB09-37 -\$ 678,616.26			
Available \$1,196,383.74			
<u>Explanation:</u> Water Main Replacements Project- CIP 401.999.594.13.041			

Agenda Subject:
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing an agreement with RH2 for the design of the Leaky Water Main Replacement Project, Phase 2B.

Administrative Recommendation:

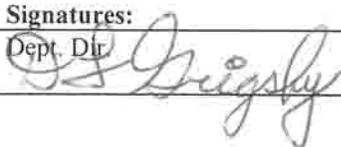
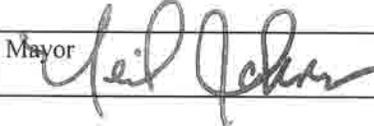
Background Summary:
The purpose of this project is to replace water mains that have been identified through the City's Leak Detection Program as being the most prone to leaking. This scope of work addresses Phase 2B of this program includes approximately 13,100 L.F. of water main, 3,700 L.F. of sewer trench work, and 500 L.F. of sidewalk all within the city limits of Bonney Lake (see attached map); 194th Ave E - **B13**, Church Lake Drive E - **B17**, 195th and 197th Ave E - **R4**, West Tapps Highway, 61st Street E, and 197th Ave E - **R5**, and 195th Ave E between 64th Street E and 194th Ave E - **R14**.
See the attached scope of work for detailed information.

<u>Council Committee Dates:</u> Finance Committee: Public Safety Committee: Community Development & Planning Committee: 3/2/09 Council Workshop:	<u>Commission Dates:</u> Planning Commission: Civil Service Commission:	<u>Board/Hearing Examiner Dates:</u> Park Board: Hearing Examiner:
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Council Action:

Council Call for Hearing:	Council Hearings Date:
Council Referred Back to:	Workshop: Committee
Council Tabled Until:	Council Meeting Dates: 3/10/09

Signatures:

Dept. Dir. 	Mayor 	Date City Attorney reviewed Standard
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Action Item #2

COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 2, 2009

ORIGINATOR: Dan Grigsby

TITLE: PW Director

SUBJECT: A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing an agreement with RH2 for the design of the Leaky Water Main Replacement Project, Phase 2B.

The purpose of this project is to replace water mains that have been identified through the City's Leak Detection Program as being the most prone to leaking. This scope of work addresses Phase 2B of this program includes approximately 13,100 L.F. of water main, 3,700 L.F. of sewer trench work, and 500 L.F. of sidewalk all within the city limits of Bonney Lake (see attached map); 194th Ave E - **B13**, Church Lake Drive E - **B17**, 195th and 197th Ave E - **R4**, West Tapps Highway, 61st Street E, and 197th Ave E - **R5**, and 195th Ave E between 64th Street E and 194th Ave E - **R14**.

ORDINANCE/RESOLUTION: 1921

REQUEST OR RECOMMENDATION BY ORIGINATOR:

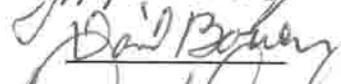
**ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR _____
CITY ATTORNEY _____**

	<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
2009 Budget	\$1,875,000.00	\$252,464.00	\$252,464.00	\$943,919.00
AB09-37	-\$ 678,616.26			
Available	\$1,196,383.74			

Explanation:

Water Main Replacements Project- CIP 401.999.594.13.041

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	<u>DATE</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>
James Rackley, Chairman	<u>3-2-09</u>		_____
David Bowen	<u>3-2-09</u>		_____
Dan Decker	<u>3-2-09</u>		_____

COMMITTEE COMMENTS: _____

**COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY**

Please schedule for City Council Meeting date of: March 2, 2009

Consent Agenda: Yes No

RESOLUTION NO. 1921

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH RH2 ENGINEERING FOR THE DESIGN OF THE LEAKY WATER MAIN REPLACEMENT PROJECT, PHASE 2B.

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

Whereas, the City is committed to replacing the leaky water mains identified through their Leak Detection Program and;

Whereas, the City has identified these water lines in their current water CIP program for replacement;

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

Now therefore, be it resolved;

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with RH2 in the amount of \$252,464.00.

PASSED by the City Council this 10th day of March 2009.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

PROFESSIONAL SERVICES AGREEMENT
City of Bonney Lake -Leaky Water Main Replacement - Phase 2B

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Bonney Lake ("City") and RH2 Engineering, 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 B 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 Engineering Fee Estimate, Exhibit C, and the rates and charges set out in Exhibit D, 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 D; *provided*, that payment for work within the Scope of Work (Exhibit B) shall not exceed the fee estimate of \$252,464 set out in Exhibit C 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 subconsultants 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 subconsultants 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 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

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

CITY OF BONNEY LAKE

RH2 ENGINEERING, INC.

By: _____
Mr. Neil Johnson Jr., Mayor

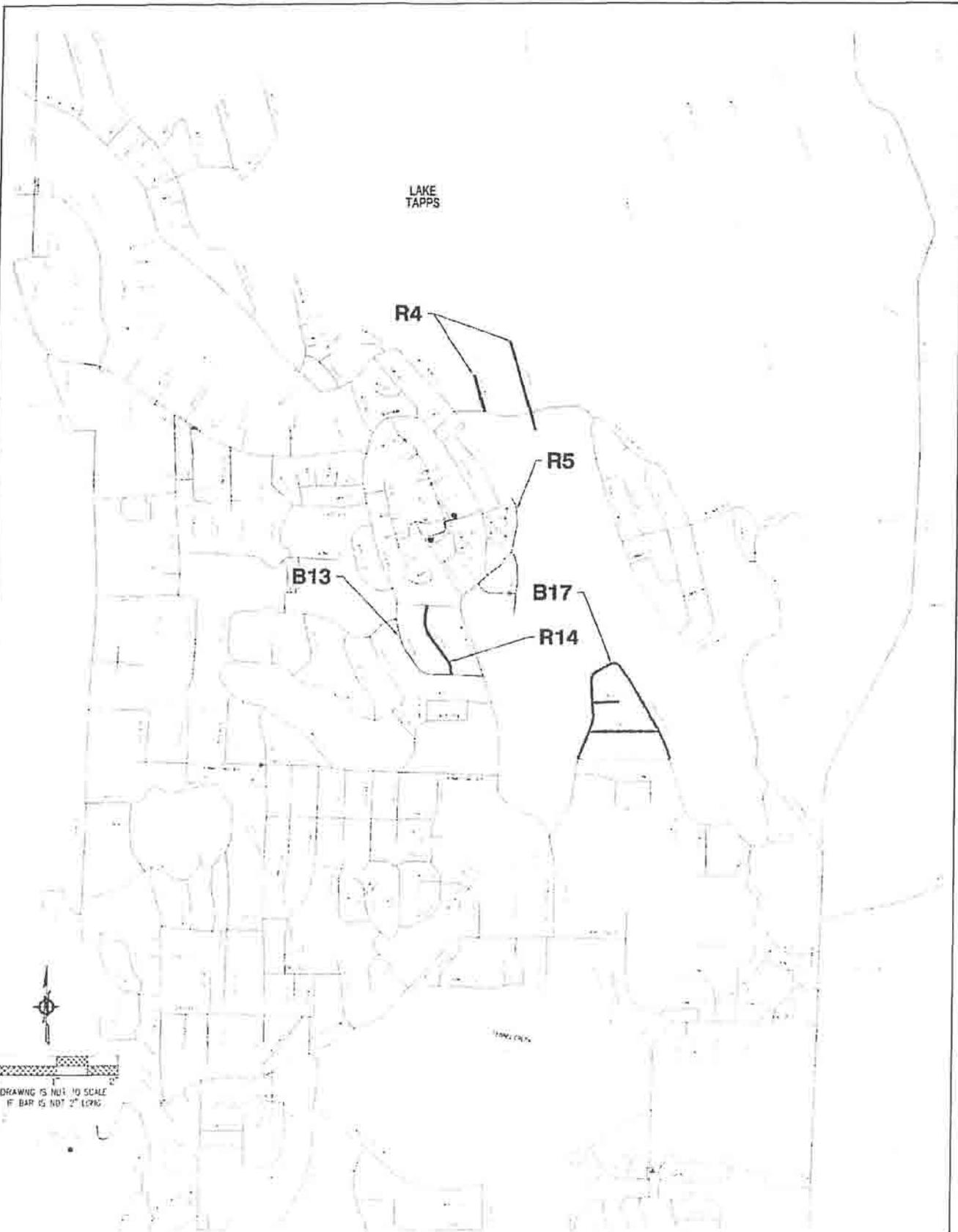
By: Tony V. Pardi
Mr. Tony Pardi, Vice President

Date: _____

Date: 2/24/09

Attachments:

- Exhibit A: Project Map
- Exhibit B: Scope of Work
- Exhibit C: Engineering Fee Estimate
- Exhibit D: Schedule of Rate and Charges



DRAWING IS NOT TO SCALE
IF BAR IS NOT 2" LONG

EXHIBIT A
CITY OF BONNEY LAKE
LEAKY WATER MAIN PROJECT PHASE 2B

Exhibit B
SCOPE OF WORK
City of Bonney Lake

Leaky Water Main Replacement Phase 2B
(CIP Nos. B13, B17, R4, R5 and R13)

PROJECT OBJECTIVE

As part of the Leak Reduction Program, the City of Bonney Lake (City) identified areas in its water system that have historically had the highest occurrence of water main leakage. The purpose of this project is to replace water mains that have been identified through this program. These areas consist of 22 sections of pipe totaling over 71,500 lineal feet. These sections were prioritized based on the number of leaks, existing pipe material and hydraulic importance. Phase 1 of this project is nearing completion and Phase 2A is currently being designed. Phase 2B will replace five of the highest priority sections of water main remaining, identified in the City's Capital Improvement Program as areas B13, B17, R4, R5 and R14 (per the City's 1996 *Comprehensive Water System Plan*). Phase 2B will also include Church Lake Drive East sidewalk and stormwater improvements and sewer and roadway replacement. The following is a description of the five sections of water main that will be replaced.

- 1) **B13** – This section of the water main replacement project will involve replacing approximately 2,000 lineal feet of water main along 194th Avenue East between 65th Street East and West Tapps Highway. New hydrants, meters and replacement of service lines to individual meters will be included.
- 2) **B17** – This section of the water main replacement project will involve replacing approximately 4,300 lineal feet along Church Lake Drive East, 70th Street East and 69th Street East. New hydrants, meters and replacement of service lines to individual meters will be included.
- 3) **R4** – This section of the water main replacement project will involve replacing approximately 2,100 lineal feet of water main along 195th Avenue East and 197th Avenue East, extending north and south from the intersections with Causeway Road East. New hydrants, meters and replacement of service lines to individual meters will be included.
- 4) **R5** – This section of the water main replacement project will involve replacing approximately 3,400 lineal feet of water main along West Tapps Highway, 61st Street East and 197th Avenue East. New hydrants, meters and replacement of service lines to individual meters will be included.
- 5) **R14** – This section of the water main replacement project will involve replacing approximately 1,300 lineal feet along 195th Avenue East between 64th Street East and 194th Avenue East. New hydrants, meters and replacement of service lines to individual meters will be included.

In addition, the roadway over the sewer main in section B17 is failing due to inadequate trench compaction. As part of this Scope of Work, RH2 Engineering, Inc. (RH2) will evaluate the existing condition of the sewer backfill and will prepare recommendations to restore said trench and roadway. This Scope of Work also includes sidewalk and stormwater improvements on a portion of Church Lake Drive East.

For advertising and bidding efforts, this Scope of Work assumes that the above-mentioned improvements will be accomplished in two phases. Water main replacements B13, R4, R5 and R14 will be accomplished under Phase I, and the improvements in the B17 area (water, roadway, sidewalk and storm) will be accomplished under Phase II.

The water main replacement components of Phases I and II will increase the water system's transmission capacity and replace existing water mains that are undersized and constructed of substandard materials (e.g. asbestos cement, steel and PVC). This project will replace approximately 13,100 linear feet of existing 2-inch, 4-inch and 6-inch diameter water main in total, as well as isolation valves, fire hydrants, blowoffs, air/vacuum release valves, service connections, lines and meters. It will also meet City roadway restoration requirements.

Phase II of this project, in addition to addressing the water system improvements described above, will address roadway issues on Church Lake Drive East. This phase will repair problems with the roadway by over-excavating and replacing trench material above the sewer main and lateral sewer lines while leaving the existing pipe in service. The trench backfill and dewatering techniques on Church Lake Drive East will follow guidelines determined through a geotechnical investigation. In addition, this project will address the need to construct sidewalks and stormwater improvements on a portion of Church Lake Drive East. The tasks to be completed in addition to the water main replacement of section B17 under this phase of the project are as follows.

- 1) Assess the integrity of the sewer main. A review of existing sanitary sewer conditions will be necessary to determine if any of the existing sanitary sewer must be removed and replaced.
- 2) Design of roadway and subgrade replacement and stabilization through approximately 3,700 lineal feet of existing roadway in accordance with the City's Transportation Improvement Plan. It is anticipated that the roadway restoration will not include stormwater improvements other than those noted in this Scope of Work. It is also assumed that the roadway will not be widened.
- 3) Design of sanitary sewer backfill replacement for approximately 3,700 lineal feet of failing roadway. A review of existing roadway subgrade and sanitary sewer trench conditions will be necessary to determine the extent of backfill material that must be removed and replaced.
- 4) Design of sidewalk, curb and gutter and stormwater improvements along the west portion of Church Lake Drive East on the east side of the road between 71st Street East and 70th Street East, approximately 500 lineal feet.

Phase I – Water Main Replacement B13, R4, R5 and R14

Task 1 – Collect and Review City Water and Other Utility Information

Objective:

Obtain existing site information from available as-built drawings and improvements planned by others. Review sewer and water main alignments and identify costs, schedules and the scope of this alignment. Develop more definitive cost estimates for construction of the improvements.

Note: It is assumed that efforts under this Task will also satisfy as-built information research for Phase II of this project. Therefore, this effort will not be included under Phase II. It is also assumed that all work will be performed within the right-of-way; therefore, easement investigation or negotiation will not be necessary.

Approach:

1. Contact utility companies to obtain current as-built drawings for the project area. RH2 will make contact with utility companies to obtain the available information.

2. Confirm the size of the water main improvements based on hydraulic modeling. Confirm the proposed connection points to the system for this project based on as-built information.
3. Perform a visual inspection of the site to verify the interfering utility data to the degree possible by surface inspection, and collect additional site data that is needed. RH2's geologist will do a preliminary review of the site for potential impacts.
4. Determine the extent of easement information needed based on what existing easement information can be found by City staff.
5. Attend a meeting with City staff to review findings and obtain staff comments.

Deliverables:

Existing utility construction record database and understanding of impacts on design.

Task 2 - Design Survey and Subconsultant Coordination**Objective:**

Contract with a professional land surveyor to provide the vertical and horizontal control and topographical mapping necessary for design of the water main replacements.

Note: It is assumed that survey efforts under this Task will also satisfy survey requirements for Phase II of this project. Therefore, this effort will not be included under Phase II.

Approach:

1. Coordinate with a land surveyor to provide horizontal and vertical survey control and topographic information, including all surface features, underground utilities, topography, roadway and utility alignments, rights-of-way, property lines and easements, all to be provided on CD in a format compatible with AutoCAD® 2007. Each utility is to be in a separate layer. The subconsultant shall be responsible for coordinating pre-marking of the existing water, sewer and gas mains, power, telephone, television (cable) and other services prior to the survey.
2. Format survey data for use in AutoCAD® 2007 and perform a site visit with City staff to verify the survey information.

Deliverables:

Field survey formatted for AutoCAD® 2007.

Task 3 - Prepare Construction Drawings**Objective:**

Prepare construction design plans that illustrate the improvements to the City's water system based on incorporating the results of other tasks.

Approach:

1. Design the City's proposed water main improvements and replacements for this project; plans to be provided at 1" = 20'.
2. Provide details of temporary testing configurations and final configurations of all connections to the City's existing system.
3. Design the pipeline installation, including a plan and profile view of the proposed water main.
4. Provide a detail of the water main trench identifying the bedding material, backfill material, depth of cover and compaction requirements.
5. Provide notes on the plans as necessary to clarify the proposed improvements. Also include general construction notes.
6. Perform a site visit with City staff to verify details of the preliminary alignment.

7. Deliver review plan sets and attend two meetings with City staff at 50 percent and 90 percent design completion to review and obtain staff comments.

Deliverables:

Four sets of plans for City review; two for 50 percent design completion and two for 90 percent design completion.

Task 4 - Prepare Specifications and Bid Quantities**Objective:**

Complete preliminary specifications necessary to obtain competitive bids for construction.

Approach:

1. Prepare specifications using RH2's standard technical specifications.
2. Update contract documents to include language specific to bidder qualification requirements.
3. Prepare contract documents for bidding purposes.
4. Prepare bid quantities and a cost estimate.
5. Deliver review sets and attend a meeting with City staff to review specifications and obtain staff comments.

Deliverables:

Two sets of draft specifications for City review at 90 percent design completion.

Task 5 - Finalize Plans, Specifications and Contract Documents**Objective:**

Finalize construction plans and specifications.

Approach:

1. Perform an in-house, detailed engineering review of the construction design plans to ensure quality and conformance with project requirements and City standards.
2. Attend a meeting with City staff to review plans and specifications and obtain staff comments.
3. Revise and produce plans specifications and contract documents per the in-house review and City input.
4. Finalize the construction cost estimate from the final plans.

Deliverables:

A total of 15 sets of contract documents; 12 sets for City use and bidding purposes; and 3 sets for RH2's file and staff use during bidding. A copy of the contract documents and plan set will be provided in PDF format. Plan sheets will be shown at 1" = 20' on 11-inch by 17-inch sheets. It is assumed that plan sets will consist of 32 sheets maximum. Engineer's cost estimate will also be provided.

Task 6 - Services During Bidding and Award**Objective:**

Provide engineering services during the bidding and award phase of the project.

Approach:

1. Prepare the bid advertisement for newspapers. The City will submit the advertisement to newspapers.
2. The City will receive and tabulate all inquiries and forward as necessary to RH2 for response. RH2 will prepare necessary addenda. It is assumed that only one addendum will be required.

Deliverables:

Addendum and bid tabulation.

Phase II - Water Main Replacement B17 and Church Lake Road East Improvements**Task 1 - Determine Project Extents****Objective:**

Determine the extents of the sewer main and roadway improvements necessary to replace failing facilities.

Approach:

1. Conduct a site reconnaissance trip.
2. Complete design for previous phases of the Leak Reduction Program addressing additional easement research, realignment of water main on 181st Avenue East, and impacts of future sewer main in the Cedar View area.
3. Attend meeting with City staff to review findings.

Deliverables:

Defined area for sewer and roadway improvements, and determination of where further investigation of subsurface conditions and sanitary sewer is necessary.

Task 2 - Provide Geologic Review**Objective:**

Provide geologic review to aid in the design of the roadway improvements.

Note: It is anticipated that existing soil conditions are predominantly glacial outwash and not peaty material.

Approach:

1. Collect two to four soil samples per test pit based on an analysis of locations, and have tests performed by a laboratory to establish soil density and load bearing values to determine if materials are suitable for trench backfill. The City will furnish a backhoe and operator to dig test pits.

2. Prepare five to eight test pit sites for evaluation of existing soil material and condition. Test pits shall be up to 15 feet deep. Evaluate six potholes for pavement section analysis. Potholes are expected to be approximately 3 feet deep. The City will furnish a backhoe and operator to dig test pits.
3. Evaluate groundwater elevation and determine potential implications of groundwater on construction. Provide recommendations for dewatering procedures.
4. Meet with City staff to review findings and provide design recommendations and construction strategies to address geotechnical issues.

Deliverables:

Design and construction strategy recommendations to address geotechnical issues.

Task 3 - Final Determination of Extent of Improvements**Objective:**

Provide an evaluation of the sanitary sewer in areas affected by poor subgrade and backfill material via video inspection. Prepare recommendations for a sewer and roadway replacement area based on the evaluation, surface review and meeting with City staff. It is assumed that no sewer main or lateral sewer pipe will need to be replaced. If any sections of the sewer system need to be replaced, RH2 will prepare an amendment to this Scope of Work.

Approach:

1. Use the geological investigation and surface review with City staff to determine the extent of the improvements that are required.
2. Meet once with City staff to review findings and provide recommendations for sanitary sewer replacement.

Deliverables:

Recommendations for sanitary sewer main replacement and backfill stabilization based on video inspection findings, surface inspection and review with City staff.

Task 4 - Prepare Construction Drawings**Objective:**

Prepare construction design plans that illustrate the improvements to the City's water system, sewer main and roadway based on incorporating the results of other tasks.

Approach:

1. Design the City's proposed water main improvements and replacements for this project. Prepare sewer main backfill, roadway, sidewalk and stormwater design plans, including horizontal and vertical alignment and final contours. Plans to be provided at 1" = 20'.
2. Provide details of temporary testing configurations and final configurations of all connections to the City's existing system.
3. Provide details of roadway, sidewalk and stormwater construction details.
4. Design the pipeline installation, including a plan and profile view of the proposed water main.
5. Provide a detail of the water main trench identifying the bedding material, backfill material, depth of cover and compaction requirements.
6. Provide a detail of the sewer main trench identifying backfill material, depth of excavation, material and compaction requirements.

7. Provide notes on the plans as necessary to clarify the proposed improvements. Also include general construction notes.
8. Perform a site visit with City staff to verify details of the preliminary alignment
9. Deliver review plan sets and attend two meetings with City staff at 50 percent and 90 percent design completion to review and obtain staff comments.

Deliverables:

Four sets of plans for City review; two for 50 percent design completion and two for 90 percent design completion.

Task 5 - Prepare Specifications and Bid Quantities**Objective:**

Complete preliminary specifications necessary to obtain competitive bids for construction.

Approach:

1. Prepare specifications using RH2's standard technical specifications.
2. Prepare contract documents for bidding purposes.
3. Prepare bid quantities and a cost estimate.
4. Deliver review sets and attend a meeting with City staff to review specifications and obtain staff comments.

Deliverables:

Two sets of draft specifications for City review at 90 percent design completion.

Task 6 - Finalize Plans, Specifications and Contract Documents**Objective:**

Finalize construction plans and specifications.

Approach:

1. Perform an in-house, detailed engineering review of the construction design plans to ensure quality and conformance with project requirements and City standards.
2. Attend a meeting with City staff to review plans and specifications and obtain staff comments.
3. Revise and produce plans specifications and contract documents per the in-house review and City input.
4. Finalize the construction cost estimate from the final plans.

Deliverables:

A total of 15 sets of contract documents; 12 sets for City use and bidding purposes; and 3 sets for RH2's file and staff use during bidding. A copy of the contract documents and plan set will be provided in PDF format. Plan sheets will be shown at 1" = 20' on 11-inch by 17-inch sheets. It is assumed that plan sets will consist of 26 sheets maximum. Engineer's cost estimate will also be provided.

Task 7 - Services During Bidding and Award**Objective:**

Provide engineering services during the bidding and award phase of the project.

Approach:

1. Prepare the bid advertisement for newspapers. The City will submit the advertisement to newspapers.
2. The City will receive and tabulate all inquiries and forward as necessary to RH2 for response. RH2 will prepare necessary addenda. It is assumed that only one addendum will be required.

Product:

Addendum and bid tabulation.

EXHIBIT C
CITY OF BONNEY LAKE
LEAKY MAIN WATER MAIN REPLACEMENT
PHASE 2B
Estimate of Time and Expense

Description Classification	Professional	Project Manager	Project Engineer	Staff Engineer	Engr. Geologist	Word Processor	Total Hours	Total Labor	Subconsult. Cost	Total Expense	Total Cost
	Principal VII	Professional III	Professional II	Professional I	Professional VI	Administrative I					
Phase I											
Task 1 Collect/Review City Water and Other Utility Information											
1.1 Obtain utility as-builts	-	-	-	8	-	-	8	\$ 928	\$ -	\$ 200	\$ 1,128
1.2 Confirm water main improvements	2	4	6	-	-	-	12	\$ 1,658	\$ -	\$ 125	\$ 1,783
1.3 Visual inspection and geologist review	-	-	-	-	10	-	10	\$ 1,840	\$ -	\$ 65	\$ 1,905
1.4 Determine required easements	2	5	4	4	-	-	11	\$ 1,498	\$ -	\$ 125	\$ 1,623
1.5 Attend meeting with City staff	4	4	4	2	-	-	15	\$ 2,041	\$ -	\$ 550	\$ 2,591
Subtotal	8	13	10	14	10	1	56	\$ 7,763	\$ -	\$ 1,045	\$ 8,808
Task 2 Design Survey and Subconsultant Coordination											
2.1 Coordinate with a land surveyor (subconsultant)	2	4	6	4	-	8	24	\$ 2,548	\$ 60,260	\$ 306	\$ 63,112
2.2 Formal survey and site visit	2	4	6	16	-	8	36	\$ 3,938	\$ -	\$ 1,357	\$ 5,295
Subtotal	4	8	12	20	-	16	60	\$ 6,484	\$ 60,260	\$ 1,663	\$ 68,407
Task 3 Prepare Construction Drawings											
3.1 Prepare water main design drawings	8	15	8	50	-	-	81	\$ 10,264	\$ -	\$ 2,115	\$ 12,379
3.2 Provide connection details	2	15	8	40	-	-	65	\$ 8,048	\$ -	\$ 1,225	\$ 9,273
3.3 Prepare pipeline plan and profile	2	15	2	20	-	-	37	\$ 4,712	\$ -	\$ 576	\$ 5,287
3.4 Prepare details	2	15	2	30	-	-	47	\$ 5,872	\$ -	\$ 825	\$ 6,697
3.5 Prepare construction notes	2	15	2	30	-	-	47	\$ 5,872	\$ -	\$ 825	\$ 6,697
3.6 Perform site visit	-	-	8	20	-	-	28	\$ 3,336	\$ -	\$ 874	\$ 4,210
3.7 Attend meetings with City staff	12	8	2	2	-	1	25	\$ 3,730	\$ -	\$ 715	\$ 4,464
Subtotal	28	83	26	182	-	1	330	\$ 41,843	\$ -	\$ 7,154	\$ 48,997
Task 4 Prepare Specifications and Bid Quantities											
4.1 Prepare specifications	2	6	2	8	-	8	26	\$ 2,774	\$ -	\$ 417	\$ 3,191
4.2 Update contract documents	8	8	8	4	-	2	18	\$ 2,530	\$ -	\$ 175	\$ 2,705
4.3 Prepare contract documents for bidding	2	6	2	-	-	8	18	\$ 1,846	\$ -	\$ 217	\$ 2,063
4.4 Prepare bid quantities and cost estimate	2	4	2	16	-	4	28	\$ 3,218	\$ -	\$ 504	\$ 3,722
4.5 Attend meeting with City staff	4	4	2	2	-	1	13	\$ 1,787	\$ -	\$ 138	\$ 1,925
Subtotal	18	30	16	26	-	23	103	\$ 12,155	\$ -	\$ 1,451	\$ 13,606
Task 5 Finalize Plans, Specifications and Contract Documents											
5.1 In-house review	12	6	-	20	-	5	45	\$ 5,765	\$ -	\$ 595	\$ 6,360
5.2 Attend meeting with City staff	8	4	-	4	-	-	16	\$ 2,416	\$ -	\$ 629	\$ 3,045
5.3 Revise and produce plans, specifications and contract documents	4	8	2	20	-	10	44	\$ 4,896	\$ -	\$ 2,368	\$ 7,264
5.4 Construction cost estimate	2	4	2	12	-	-	20	\$ 2,542	\$ -	\$ 350	\$ 2,892
Subtotal	26	24	4	56	-	15	125	\$ 15,639	\$ -	\$ 3,941	\$ 19,580
Task 6 Services During Bidding and Award											
6.1 Bid advertisement	2	-	-	-	-	2	4	\$ 458	\$ -	\$ 19	\$ 477
6.2 Advertis	6	6	2	6	-	2	22	\$ 2,928	\$ -	\$ 267	\$ 3,195
Subtotal	8	6	2	6	-	4	28	\$ 3,386	\$ -	\$ 287	\$ 3,673
Subtotal Phase I Tasks	92	154	70	314	10	60	700	\$ 87,270	\$ 60,260	\$ 15,541	\$ 163,071

Description	Professional		Project Manager		Project Engineer		Staff Engineer		Engr. Geologist		Word Processor		Total Hours	Total Labor	Subconsl. Cost	Total Expense	Total Cost
	Principal VI	Principal VII	Professional III	Professional II	Professional I	Professional VI	Administrative I	Professional I	Professional VI	Administrative I							
Phase II																	
Task 1 Determine Project Extents																	
1.1 Site reconnaissance	-	-	4	4	-	-	-	-	-	-	-	-	8	\$ 1,052	\$ -	\$ 444	\$ 1,496
1.2 Complete work for sewer and easement impacts on earlier phases	8	6	6	12	16	2	2	2	16	2	-	-	44	\$ 5,710	\$ -	\$ 668	\$ 6,378
1.3 Attend meeting with City staff	12	4	4	2	2	1	1	2	4	1	-	-	21	\$ 3,195	\$ -	\$ 190	\$ 3,385
Subtotal	20	14	14	18	18	3	3	18	48	3	-	-	73	\$ 9,957	\$ -	\$ 1,302	\$ 11,259
Task 2 Geologic Review																	
2.1 Soil sample collection	1	-	-	-	-	-	-	-	16	-	-	-	17	\$ 2,800	\$ 2,070	\$ 131	\$ 5,001
2.2 Test pit sites evaluation	1	-	-	-	-	-	-	-	16	-	-	-	17	\$ 2,800	\$ -	\$ 131	\$ 2,931
2.3 Evaluate groundwater elevation	8	4	4	2	2	4	4	2	12	-	-	-	14	\$ 2,280	\$ -	\$ -	\$ 2,280
2.4 Attend meeting with City staff	11	5	5	2	2	4	4	2	48	4	-	-	24	\$ 3,306	\$ -	\$ 315	\$ 3,621
Subtotal	11	5	5	2	2	4	4	2	48	4	-	-	72	\$ 11,186	\$ 2,070	\$ 578	\$ 13,834
Task 3 Final Determination of Extent of Improvements																	
3.1 Review findings and determine extent of improvements	1	2	2	4	4	-	-	10	-	-	-	-	17	\$ 2,116	\$ -	\$ 325	\$ 2,441
3.2 Attend meeting with City staff	8	6	6	4	4	3	3	10	-	-	-	-	21	\$ 2,891	\$ -	\$ 134	\$ 3,025
Subtotal	9	8	8	8	8	3	3	10	-	-	-	-	38	\$ 5,007	\$ -	\$ 459	\$ 5,466
Task 4 Prepare Construction Drawings																	
4.1 Design proposed improvements	1	6	6	-	30	-	-	30	-	-	-	-	39	\$ 4,744	\$ -	\$ 1,112	\$ 5,856
4.2 Provide connection details	1	4	4	-	10	-	-	10	-	-	-	-	16	\$ 1,890	\$ -	\$ 275	\$ 2,165
4.3 Provide roadway, sidewalk and stormwater details	2	4	4	-	25	-	-	25	-	-	-	-	31	\$ 3,786	\$ -	\$ 650	\$ 4,436
4.4 Prepare pipeline plan and profile	1	6	6	-	20	-	-	20	-	-	-	-	27	\$ 3,312	\$ -	\$ 525	\$ 3,837
4.5 Prepare water main trench details	1	2	2	-	10	-	-	10	-	-	-	-	13	\$ 1,808	\$ -	\$ 250	\$ 1,858
4.6 Provide sewer main trench backfill details	2	2	2	-	10	-	-	10	-	-	-	-	14	\$ 1,764	\$ -	\$ 250	\$ 2,034
4.7 Provide construction notes	2	2	2	-	10	-	-	10	-	-	-	-	14	\$ 1,784	\$ -	\$ 250	\$ 2,034
4.8 Perform site visit with City staff	8	2	2	-	10	-	-	10	-	-	-	-	12	\$ 1,432	\$ -	\$ 616	\$ 2,048
4.9 Attend meetings with City staff	8	6	6	4	10	-	-	10	-	-	-	-	30	\$ 4,164	\$ -	\$ 738	\$ 4,902
Subtotal	18	38	38	4	135	-	-	135	-	-	-	-	195	\$ 24,504	\$ -	\$ 4,666	\$ 29,170
Task 5 Prepare Specifications and Bid Quantities																	
5.1 Prepare specifications	2	6	6	2	24	-	-	24	-	-	-	-	42	\$ 4,630	\$ -	\$ 817	\$ 5,447
5.2 Prepare contract documents	2	6	6	2	8	-	-	8	-	-	-	-	26	\$ 2,774	\$ -	\$ 417	\$ 3,191
5.3 Prepare bid quantities and cost estimate	2	4	4	2	12	-	-	12	-	-	-	-	24	\$ 2,754	\$ -	\$ 367	\$ 3,121
5.4 Attend a meeting with City staff	4	4	4	2	2	-	-	2	-	-	-	-	13	\$ 1,787	\$ -	\$ 160	\$ 1,947
Subtotal	10	20	20	8	48	-	-	48	-	-	-	-	105	\$ 11,945	\$ -	\$ 1,781	\$ 13,726
Task 6 Finalize Plans, Specifications and Contract Documents																	
6.1 In-house review	12	8	8	-	10	-	-	10	-	-	-	-	35	\$ 4,025	\$ -	\$ 345	\$ 4,370
6.2 Attend meeting with City staff	3	4	4	-	4	-	-	4	-	-	-	-	11	\$ 1,536	\$ -	\$ 303	\$ 1,839
6.3 Revise and produce plans, specifications and contract documents	-	-	-	-	8	-	-	8	-	-	-	-	18	\$ 1,458	\$ -	\$ 1,723	\$ 3,181
6.4 Construction cost estimate	3	4	4	2	10	-	-	10	-	-	-	-	19	\$ 2,486	\$ -	\$ 300	\$ 2,786
Subtotal	18	16	16	2	32	-	-	32	-	-	-	-	83	\$ 10,105	\$ -	\$ 2,871	\$ 12,976
Task 7 Services During Bidding and Award																	
7.1 Bid advertisement	1	1	1	-	-	-	-	-	-	-	-	-	3	\$ 365	\$ -	\$ 16	\$ 381
7.2 Addenda	5	4	4	4	4	2	2	4	2	2	-	-	19	\$ 2,502	\$ -	\$ 279	\$ 2,781
Subtotal	6	5	5	4	4	4	4	4	4	3	-	-	22	\$ 2,867	\$ -	\$ 295	\$ 3,162
Subtotal Phase II Tasks	92	106	106	46	247	48	49	247	588	58	109	109	1288	\$ 162,841	\$ 62,330	\$ 27,293	\$ 252,464
PROJECT TOTAL	184	260	260	116	561	58	109	561	1288	58	109	109	1288	\$ 162,841	\$ 62,330	\$ 27,293	\$ 252,464

EXHIBIT D
RH2 Engineering
SCHEDULE OF RATES AND CHARGES

2009 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$184.00	Technician	IV	\$118.00
Professional	VIII	\$184.00	Technician	III	\$110.00
Professional	VII	\$176.00	Technician	II	\$81.00
			Technician	I	\$76.00
Professional	VI	\$164.00			
Professional	V	\$156.00	Administrative	V	\$109.00
Professional	IV	\$146.00	Administrative	IV	\$91.00
			Administrative	III	\$77.00
Professional	III	\$136.00	Administrative	II	\$63.00
Professional	II	\$127.00	Administrative	I	\$53.00
Professional	I	\$116.00			

IN-HOUSE SERVICES

In-house copies (each)	8 1/2" X 11"	\$0.07	CAD Plots	Large	\$10.00
In-house copies (each)	8 1/2" X 14"	\$0.08	CAD Plots	Full Size	\$5.00
In-house copies (each)	11" X 17"	\$0.14	CAD Plots	Half Size	\$2.00
In-house copies (color) (each)	8 1/2" X 11"	\$0.85	GIS System	Per Hour	\$10.00
In-house copies (color) (each)	8 1/2" X 14"	\$1.50	GIS Plots	Per Plot	\$5.00
In-house copies (color) (each)	11 X 17"	\$1.70	In-house Computer	Per Hour	\$9.00
FAX (each sheet)		\$1.00	Mileage	Per Mile	\$0.550
In-house CAD System	Per Hour	\$25.00	Digital Camera	Per Day	\$10.00
			Digital Camera	Per Week	\$30.00
			Digital Camera	Per Month	\$90.00

*Note: At project completion all digital photos can be supplied to the client on CD, upon request.

PURCHASED SERVICES

All purchased printing, copying, miscellaneous and subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current, most recent schedule of hourly rates are used for billing purposes. Payment for work accomplished shall be on the basis of hourly rates in effect at the time of billing plus direct expenses and outside services as stated in this Exhibit.

**City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form**

Department/Staff Contact: John Woodcock – City Engineer	Council/Wrkshp Mtg Date: March 10, 2009	Agenda Item Number: AB09-41
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Ordinance Number:	Resolution Number: 1922	Councilmember Sponsor:
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<u>BUDGET INFORMATON</u>			
<u>2008 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
N/A	N/A	N/A	N/A
Explanation: Loan Closeout			
Agenda Subject:			

Administrative Recommendation: Approve the closeout of the \$1 Million PWTF loan contract 06-962-pre-101.

Background Summary:

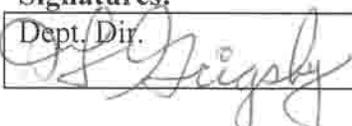
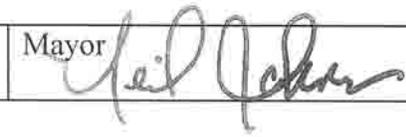
This loan agreement that was approved by the Public Works Trust Fund Board on March 6, 2006 provided for the Corridor Study of 192nd Avenue East, the 30% Design plans for the selected corridor as well as several key Right of Way Acquisition efforts. The Public Works Trust Fund Loan Board requires a Council action to closeout the loan and consummates the jurisdictional requirements. Approving this resolution will be the final step in completing this effort.

Council Committee Dates:	Agency/Commission Dates:	Board/Hearing Examiner Dates:
Finance Committee	Planning Commission :	Park Board:
Public Safety Committee:	Design Commission:	Hearing Examiner:
Community Development & Planning Committee: 3/2/09	Civil Service Commission:	

Council Action:

Council Call for Hearing:	Council Hearings Date:
Council Referred Back to:	Workshop: Committee
Council Tabled Until:	Council Meeting Dates: 3/10/09

Signatures:

Dept. Dir. 	Mayor 	Date City Attorney reviewed 7/31/08
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Action Item #3

COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 2, 2009

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Approve the closeout of the \$1 Million PWTF loan contract 06-962-pre-101. This loan agreement that was approved by the Public Works Trust Fund Board on March 6, 2006 provided for the Corridor Study of 192nd Avenue East, the 30% Design plans for the selected corridor as well as several key Right of Way Acquisition efforts. The Public Works Trust Fund Loan Board requires a Council action to closeout the loan and consummates the jurisdictional requirements. Approving this resolution will be the final step in completing this effort.

ORDINANCE/RESOLUTION: 1922

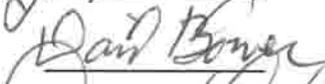
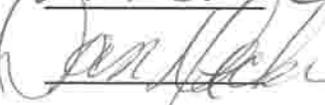
REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR _____
CITY ATTORNEY _____

<u>2009 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
N/A	N/A	N/A	N/A

Explanation:
Loan Closeout

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	<u>DATE</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>
James Rackley, Chairman	3-2-09		_____
David Bowen	3-2-09		_____
Dan Decker	3-2-09		_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: March 2, 2009

Consent Agenda: Yes No

RESOLUTION NO. 1922

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE CLOSEOUT LOAN AGREEMENT WITH THE PUBLIC WORKS TRUST FUND LOAN BOARD.

WHEREAS, the City was awarded the 06-962-pre-101 Public Works Trust Fund loan on March 6, 2006; and

WHEREAS, the city has completed the funding within this loan agreement for design and right of way acquisition in the 192nd Avenue East corridor;

NOW THEREFORE,

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to close out of the 06-962-pre-101 Public Works Trust Fund loan on behalf of the City of Bonney Lake.

PASSED by the City Council this 10th day of March, 2009.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

**City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form**

Department/Staff Contact: City Engineer John Woodcock	Council/Wkshp Meeting Date: March 10, 2009	Agenda Item Number AB09-42
Ordinance Number:	Resolution Number: 1923	Councilmember Sponsor:
BUDGET INFORMATON		
2009 Budget Amount	Required Expenditure	Impact
Sewer CIP \$2,080,000	Sewer CIP \$432,463.12	\$497,332.12
	Contingency (10%) \$43,246.00	
	Construction Eng. (5%) \$21,623.00	
Remaining Balance \$1,582,667.88		
Explanation: 402.999.594.59.065 Sewer Trunk Line Improvments (Sewer CIP)		
Agenda Subject: Award the SR410 16-inch Sanitary Sewer Replacement Project to Pape and Sons Construction Inc.		

Administrative Recommendation:

Background Summary: The City will be replacing the remaining 16-inch sanitary sewer DIP trunk main along SR410, west of Meyers Road.

The City opened bids on February 25, 2009. The City received 24 bids and Pape and Sons was the low bidder with a bid of \$432,463.12. The Engineer's Estimate was \$670,385.60. After meeting the contractor, public works staff has determined that their bid proposal is consistent with the requirements of the contract and bid specifications.

Resolution 1923 requests authorization from the City Council for the Mayor to award the contract to Pape and Sons. This request includes 10% of the bid (\$43,246.00) for contingencies, and 5% (\$21,623.00) for construction engineering.

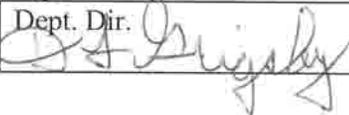
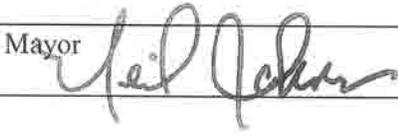
Attachments: Resolution 1923, Bid Result Sheet, Notice to Award, Contract, Map

Council Committee Dates:	Commission Dates:	Board/Hearing Examiner Dates:
Finance Committee: Public Safety Committee: Community Development & Planning Committee: 03/02/09 Council Workshop:	Planning Commission: Civil Service Commission:	Park Board: Hearing Examiner:

Council Action:

Council Call for Hearing:	Council Hearings Date:
Council Referred Back to:	Workshop: Committee
Council Tabled Until:	Council Meeting Dates: 03/10/2009

Signatures:

Dept. Dir. 	Mayor 	Date City Attorney reviewed
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Action Item #4

COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 2, 2009

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Award the SR410 16-inch Sanitary Sewer Replacement Project to Pape and Sons Construction Inc.

The City will be replacing the remaining 16-inch sanitary sewer DIP trunk main along SR410, west of Meyers Road.

The City opened bids on February 25, 2009. The City received 24 bids and Pape and Sons was the low bidder with a bid of \$432,463.12. The Engineer's Estimate was \$670,385.60. After meeting the contractor, public works staff has determined that their bid proposal is consistent with the requirements of the contract and bid specifications.

Resolution 1923 requests authorization from the City Council for the Mayor to award the contract to Pape and Sons. This request includes 10% of the bid (\$43,246.00) for contingencies, and 5% (\$21,623.00) for construction engineering.

ORDINANCE/RESOLUTION: 1923

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR _____
CITY ATTORNEY _____

<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
Sewer CIP \$2,080,000	Sewer CIP \$432,463.12	\$497,332.12	\$1,582,667.88
	Contingency (10%) \$43,246.00		
	Construction Eng. (5%) \$21,623.00		

Explanation:

402.999.594.59.065 Sewer Trunk Line Improvments (Sewer CIP)

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	3-2-09	<i>[Signature]</i>	_____
David Bowen	3-2-09	<i>[Signature]</i>	_____
Dan Decker	3-2-09	<i>[Signature]</i>	_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of:, 2009

Consent Agenda: Yes No

RESOLUTION NO. 1923

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED THE SR410 16-INCH SANITARY SEWER REPLACEMENT CONTRACT TO PAPE AND SONS CONSTRUCTION INC.

WHEREAS, the City Council approved the design contract for the SR410 16-Sanitary Sewer Replacement Project by Resolution 1666 on March 13, 2007; and

WHEREAS, the City advertised the SR410 16-Sanitary Sewer Replacement Project and opened bids on February 25, 2009 and has determined the lowest responsible bid for this contract was received from Pape and Sons Construction Inc; and

WHEREAS, the City Council adopted this project as part of the Sewer Trunk Improvements Program in the Sewer CIP budget for construction in 2009; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Pape and Sons Construction Inc. in the amount of \$432,463.12, which includes tax.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency (\$43,246.00) amount based on the contract bid amount as well as a 5% Construction Engineering(\$21,623.00) amount based on the contract bid.

PASSED and adopted by the City Council this 10th day of March 2009.

Neil Johnson , Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

CONTRACT

State of Washington)
) SS
County of Pierce)

THIS CONTRACT, made and entered into this 10th day of March, in the year of 2009, by and between City of Bonney Lake, Washington, a municipal corporation, hereinafter designated as the "Owner," and Pape and Sons Contractor, Inc hereinafter designated as the "Contractor,"

WITNESSETH:

That WHEREAS the Owner has heretofore caused to be prepared certain plans and specifications described as the SR 410 Sanitary Sewer Interceptor Repair and Replacement Project and the Contractor did on the 25th day of February, 2009, file with the Owner a proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the proposal, and

WHEREAS, the said Contract Documents fully and accurately described the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

IT IS THEREFORE AGREED, first, that a copy of said General Conditions and other Contract Documents filed with the Owner, as aforesaid, do, in all particulars, become a part of the Agreement and Contract by and between the parties hereto in all matters and things therein set forth and described; and further, that the Owner and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

IN FAITH WHEREOF, witness the hands and seals of both parties hereto on the day and year in this Agreement first above written.

Contractor Pape and Sons Construction, Inc
By [Signature] James Pape
Title President

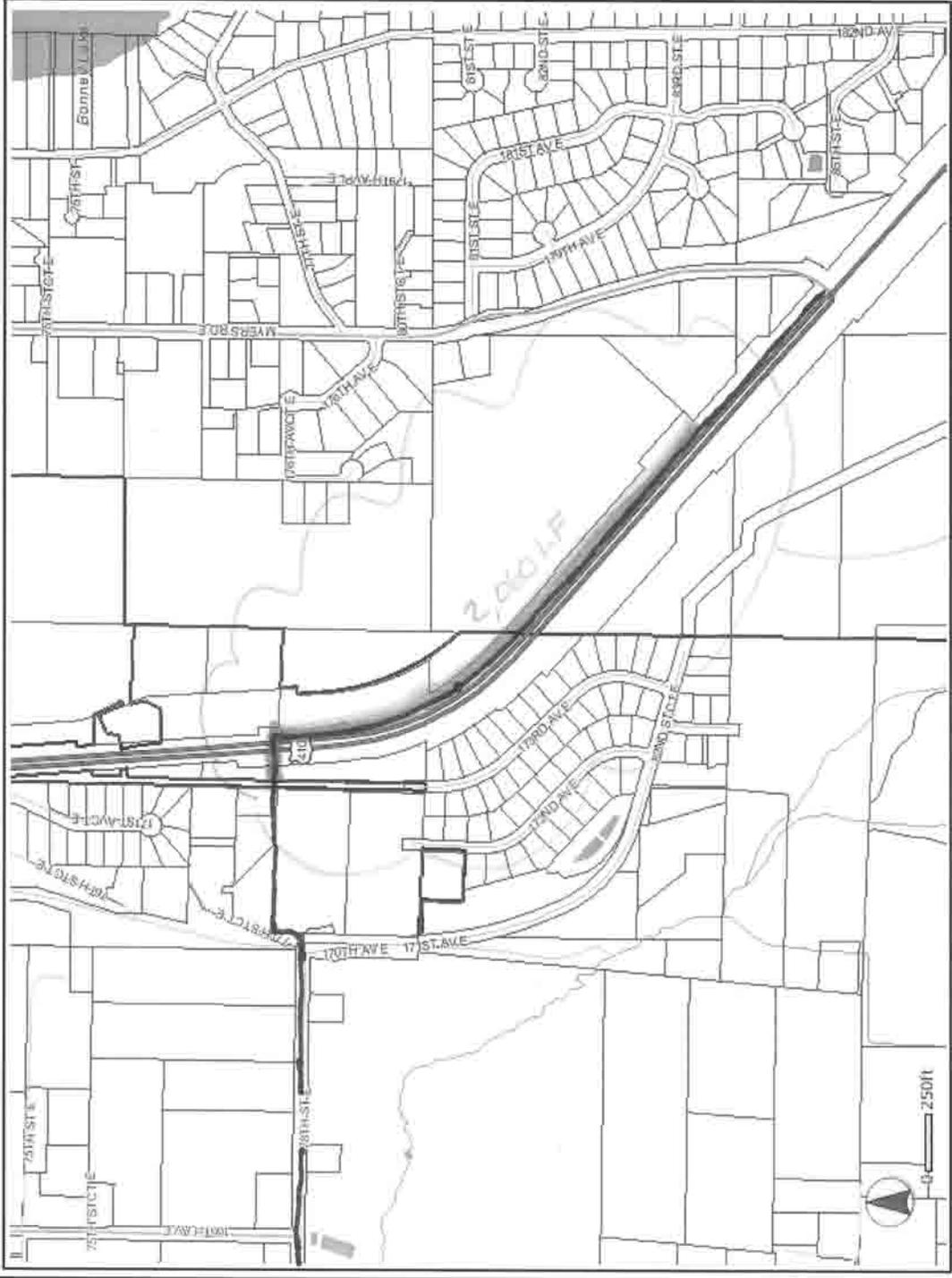
Attest (If Corporation) [Signature] Witness (If Individual or Partnership)

City of Bonney Lake
By _____
Title _____

null
February 25, 2009

Legend

- Manholes**
 - Manhole
 - Other Features
- Sewer Lines**
 - Gravity Main - Public
 - Force Main - Public
 - Stub - Public
 - Gravity Main - Private
 - Force Main - Private
 - Stub - Private
 - Other - Private
 - Other - Public
- Tax Parcels**
 - Tax Parcels
 - Cities Boundary



Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. **ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'**. The County makes no warranty of fitness for a particular purpose.

SR 410 16" Ind. Sanitary Sewer
Project

February 26, 2009



**PUBLIC WORKS DEPARTMENT
STAFF REPORT**

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

SR 410 Sanitary Sewer Interceptor Repair & Replacement

This project includes approximately 2,060 lf of 18 inch diameter sewer main, and abandonment of existing concrete sewer main and manholes.

Sealed bids were opened on February 25, 2009. The Engineer's Estimate is **\$670,385.60** and bid results are as follows:

Company	Bid
Pape & Sons	\$432,463.12
Shoreline Construction	\$451,490.64
Archer	\$456,814.64
Les Russell	\$459,960.12
Alpha Development	\$460,025.34
RP & Co.	\$464,894.87
NW Cascade	\$465,294.88
Scotty's	\$466,390.74
Bedrock Construction	\$471,728.48
Pivetta Bros.	\$512,354.23
Durnford & Sons	\$515,650.76
Parker Pacific	\$518,792.00
RL Alia Co.	\$532,062.40
SCI	\$533,841.44
Kar-Vel	\$534,503.84
S & W Utility	\$523,758.56
Construct Co.	\$542,709.94
Rody & Sons	\$557,798.26
Johansen Excavating	\$561,455.12
Laser Underground	\$562,850.24
Slead	\$569,031.70

Lakeridge Development	\$576,859.79
Nova Construction	\$590,255.76
WM Dickson	\$698,099.91

The apparent low bidder is Pape & Sons Construction, Inc. They shall complete all work within 70 consecutive working days from the date of the Notice to Proceed.

City of Bonney Lake
SR 410 Sewer Interceptor Repair & Replacement

Bid Table Summary

Feb. 25, 2009

Bid Item	Eng. Est.	Paper & Sons	Shoreline Cons.	Archer	Los Russell	Alpha Devel.	RP & Co.	NW Cascade	Scotty's
SCHEDULE A- Sewer	\$469,145.60	\$314,693.12	\$345,200.64	\$265,088.64	\$298,645.12	\$308,900.26	\$337,463.87	\$304,378.88	\$329,759.74
SCHEDULE B- Roadway	\$201,240.00	\$117,770.00	\$106,290.00	\$171,726.00	\$161,315.00	\$151,125.08	\$127,431.00	\$160,916.00	\$136,631.00
BID TOTAL	\$670,385.60	\$432,463.12	\$451,490.64	\$436,814.64	\$459,960.12	\$460,025.34	\$464,894.87	\$465,294.88	\$466,390.74

Bid Item	Bedrock Const	Pivetta Bros	Durnford&Sons	Parker Pac.	RL Alla Co	SCI	Kar-Vel	SAW Utility	Construct Co.
SCHEDULE A- Sewer	\$297,932.48	\$358,716.54	\$326,965.76	\$351,152.00	\$355,422.40	\$387,494.14	\$345,363.84	\$362,286.16	\$393,335.94
SCHEDULE B- Roadway	\$173,796.00	\$153,637.70	\$188,685.00	\$167,640.00	\$176,640.00	\$146,347.30	\$189,140.00	\$161,472.40	\$149,374.00
BID TOTAL	\$471,728.48	\$512,354.24	\$515,650.76	\$518,792.00	\$532,062.40	\$533,841.44	\$534,503.84	\$523,758.56	\$542,709.94

Bid Item	Rody & Sons	Johansen Ex.	Laser Undergr.	Slead LLC	Lakeridge Dev.	Nova Const.	Wm. Dickson
SCHEDULE A- Sewer	\$384,765.76	\$403,365.12	\$398,730.24	\$414,759.96	\$417,299.79	\$432,365.76	\$522,748.26
SCHEDULE B- Roadway	\$173,032.50	\$157,870.00	\$164,120.00	\$154,275.00	\$159,560.00	\$157,890.00	\$175,351.65
BID TOTAL	\$557,798.26	\$561,235.12	\$562,850.24	\$569,034.96	\$576,859.79	\$590,255.76	\$698,099.91

SCHEDULE A - Sanitary Sewer		Engineers Estimate		Pape & Sons		Shoreline Construction Co.		Archer Construction Inc.		Les Russell Construction	
Bid Item	Description	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Minor Change	EST	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Project Surveying	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00
3	Property Restoration	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 1,300.00
4	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00	\$ 26,000.00	\$ 5,000.00
5	Project Temporary Traffic Control Devices	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 50,000.00	\$ 1,600.00
6	Traffic Control Labor	HR	400	\$ 42.00	\$ 16,800.00	\$ 25.00	\$ 10,000.00	\$ 42.00	\$ 16,800.00	\$ 45.00	\$ 18,000.00
7	Removal of Structures and Obstruction	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,500.00	\$ 500.00
8	Removal/Abandon Existing 16 In. Diam. San. SD	LF	2,120	\$ 10.00	\$ 21,200.00	\$ 6.00	\$ 12,720.00	\$ 11.00	\$ 23,320.00	\$ 32.00	\$ 4,240.00
9	Shoring or Extra Excavation, Class B	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 500.00
10	Manhole, 48 In., Type 1	EA	5	\$ 3,500.00	\$ 17,500.00	\$ 2,500.00	\$ 12,500.00	\$ 3,300.00	\$ 16,500.00	\$ 5,000.00	\$ 12,500.00
11	Connect to Existing Manhole	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 1,400.00
12	Abandon Existing Manhole	EA	5	\$ 800.00	\$ 4,000.00	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 500.00	\$ 2,250.00
13	Extra Excavation Incl. Haul	CY	20	\$ 45.00	\$ 900.00	\$ 40.00	\$ 800.00	\$ 1.00	\$ 20.00	\$ 30.00	\$ 600.00
14	Foundation Material	LN	40	\$ 50.00	\$ 2,000.00	\$ 40.00	\$ 1,600.00	\$ 1.00	\$ 40.00	\$ 40.00	\$ 1,600.00
15	24 In. Steel Casing	LF	75	\$ 400.00	\$ 30,000.00	\$ 600.00	\$ 45,000.00	\$ 640.00	\$ 48,000.00	\$ 450.00	\$ 33,750.00
16	Plug Valve, 18 In.	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 400.00	\$ 400.00	\$ 130.00	\$ 130.00	\$ 540.00	\$ 550.00
17	PVC Sanitary Sewer Pipe, 8 In. Diam.	LF	10	\$ 100.00	\$ 1,000.00	\$ 40.00	\$ 400.00	\$ 80.00	\$ 800.00	\$ 34.00	\$ 340.00
18	PE Sanitary Sewer Pipe, 18 In. Nom. Diam.	LF	2060	\$ 130.00	\$ 267,800.00	\$ 82.00	\$ 168,920.00	\$ 80.00	\$ 164,800.00	\$ 55.00	\$ 113,300.00
19	Temporary Water Pollution/Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,500.00	\$ 1,000.00
SCHEDULE A Sub-Tot.					\$431,200.00		\$289,240.00		\$317,280.00		\$274,490.00
WSST 8.8%					\$37,945.60		\$25,453.12		\$27,920.64		\$24,155.12
SCHEDULE A Total					\$469,145.60		\$314,693.12		\$345,200.64		\$298,645.12

SCHEDULE B - Roadway		Engineers Estimate		Pape & Sons		Shoreline Construction Co.		Archer Construction Inc.		Les Russell Construction	
Bid Item	Description	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 17,000.00	\$ 13,000.00
2	Project Temporary Traffic Control Devices	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 15,000.00	\$ 2,500.00
3	Traffic Control Labor	HR	200	\$ 42.00	\$ 8,400.00	\$ 25.00	\$ 5,000.00	\$ 42.00	\$ 8,400.00	\$ 45.00	\$ 9,000.00
4	Remove Flexible Pavement	SY	2350	\$ 8.00	\$ 18,800.00	\$ 5.00	\$ 11,750.00	\$ 1.00	\$ 2,350.00	\$ 4.00	\$ 9,400.00
5	Crushed Surfacing Top Course	TN	500	\$ 25.00	\$ 12,500.00	\$ 12.00	\$ 6,000.00	\$ 15.75	\$ 7,875.00	\$ 17.00	\$ 8,500.00
6	Crushed Surfacing Base Course	TN	1500	\$ 25.00	\$ 37,500.00	\$ 12.00	\$ 18,000.00	\$ 16.75	\$ 25,125.00	\$ 17.00	\$ 25,500.00
7	HMA Class 1/2 PG 64-22	TN	700	\$ 110.00	\$ 77,000.00	\$ 75.00	\$ 52,500.00	\$ 80.00	\$ 56,000.00	\$ 80.00	\$ 56,000.00
8	Asphalt Cold Patch Mix	TN	300	\$ 100.00	\$ 30,000.00	\$ 75.00	\$ 22,500.00	\$ 10.00	\$ 3,000.00	\$ 100.00	\$ 30,000.00
9	Paint Line	LF	2040	\$ 1.00	\$ 2,040.00	\$ 0.50	\$ 1,020.00	\$ 1.00	\$ 2,040.00	\$ 0.55	\$ 1,126.00
Sch. B Subtotal					\$201,240.00		\$117,770.00		\$106,290.00		\$171,726.00
Total of Sch. A & B					\$670,385.60		\$432,463.12		\$451,490.64		\$456,814.64

City of Bonney Lake
 SR 410 Sewer Interceptor Repair & Replacement Project
 2/25/2009

Alpha Development Corp.		RP & Company Inc.		Northwest Cascade Inc.		Scotty's General Inc.		Bedrock Construction		Pivetta Bros Construction Inc.	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 3,975.00	\$ 3,975.00	\$ 2,940.00	\$ 2,940.00	\$ 3,190.00	\$ 3,190.00	\$ 3,780.00	\$ 3,780.00	\$ 5,000.00	\$ 5,000.00	\$ 4,050.00	\$ 4,050.00
\$ 2,385.00	\$ 2,385.00	\$ 9,300.00	\$ 9,300.00	\$ 6,200.00	\$ 6,200.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 13,951.70	\$ 13,951.70
\$ 11,886.08	\$ 11,886.08	\$ 16,500.00	\$ 16,500.00	\$ 4,700.00	\$ 4,700.00	\$ 30,500.00	\$ 30,500.00	\$ 13,000.00	\$ 13,000.00	\$ 41,167.30	\$ 41,167.30
\$ 9,540.00	\$ 9,540.00	\$ 21,800.00	\$ 21,800.00	\$ 2,600.00	\$ 2,600.00	\$ 6,700.00	\$ 6,700.00	\$ 7,500.00	\$ 7,500.00	\$ 6,785.90	\$ 6,785.90
\$ 1,729.75	\$ 1,729.75	\$ 0.01	\$ 4.00	\$ 45.00	\$ 18,000.00	\$ 33.00	\$ 13,200.00	\$ 51.00	\$ 20,400.00	\$ 38.00	\$ 15,200.00
\$ 5.94	\$ 12,592.80	\$ 100.00	\$ 100.00	\$ 65,000.00	\$ 65,000.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 13,951.70	\$ 13,951.70
\$ 3,038.16	\$ 3,038.16	\$ 5.00	\$ 6,000.00	\$ 6.00	\$ 12,720.00	\$ 6.70	\$ 14,200.00	\$ 2.50	\$ 5,300.00	\$ 11.60	\$ 24,592.00
\$ 1,867.78	\$ 9,338.90	\$ 3,700.00	\$ 6,000.00	\$ 4,900.00	\$ 4,900.00	\$ 5,000.00	\$ 17,500.00	\$ 2,975.00	\$ 5,000.00	\$ 15,149.80	\$ 15,149.80
\$ 9,766.25	\$ 1,952.50	\$ 3,500.00	\$ 7,000.00	\$ 2,100.00	\$ 4,200.00	\$ 1,800.00	\$ 3,600.00	\$ 890.00	\$ 1,600.00	\$ 488.70	\$ 977.40
\$ 388.38	\$ 1,941.90	\$ 700.00	\$ 3,600.00	\$ 1,000.00	\$ 5,900.00	\$ 1,500.00	\$ 7,500.00	\$ 880.00	\$ 4,400.00	\$ 346.90	\$ 1,734.50
\$ 20.04	\$ 400.80	\$ 150.00	\$ 300.00	\$ 14.00	\$ 5,900.00	\$ 18.00	\$ 360.00	\$ 5.00	\$ 100.00	\$ 30.00	\$ 800.00
\$ 15.21	\$ 608.40	\$ 10.00	\$ 400.00	\$ 13.00	\$ 280.00	\$ 25.00	\$ 1,000.00	\$ 11.50	\$ 460.00	\$ 9.60	\$ 384.00
\$ 638.94	\$ 47,920.50	\$ 773.00	\$ 57,975.00	\$ 490.00	\$ 36,750.00	\$ 534.00	\$ 40,050.00	\$ 460.00	\$ 34,500.00	\$ 650.20	\$ 48,765.00
\$ 5,396.38	\$ 5,396.38	\$ 5,900.00	\$ 5,900.00	\$ 5,900.00	\$ 5,900.00	\$ 10,374.00	\$ 10,374.00	\$ 8,100.00	\$ 8,100.00	\$ 5,496.40	\$ 5,496.40
\$ 35.42	\$ 354.20	\$ 83.00	\$ 830.00	\$ 60.00	\$ 600.00	\$ 72.00	\$ 720.00	\$ 25.00	\$ 250.00	\$ 8.80	\$ 88.00
\$ 59.29	\$ 122,137.40	\$ 67.00	\$ 138,820.00	\$ 40.00	\$ 82,400.00	\$ 60.00	\$ 123,600.00	\$ 72.50	\$ 149,350.00	\$ 54.50	\$ 112,270.00
\$ 2,589.91	\$ 2,589.91	\$ 5,500.00	\$ 5,500.00	\$ 7,800.00	\$ 7,800.00	\$ 11,500.00	\$ 11,500.00	\$ 500.00	\$ 500.00	\$ 2,753.00	\$ 2,753.00
A Subtotal		\$283,915.68		\$310,169.00		\$303,088.00		\$273,835.00		\$329,702.70	
WSSST 8.8%		\$24,984.58		\$27,294.87		\$26,671.74		\$24,097.48		\$29,013.84	
Sc. A Total		\$308,900.26		\$337,463.87		\$329,759.74		\$297,932.48		\$358,716.54	
Alpha Development Corp.		RP & Company Inc.		Northwest Cascade Inc.		Scotty's General Inc.		Bedrock Construction		Pivetta Bros Construction Inc.	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 995.88	\$ 995.88	\$ 9,500.00	\$ 9,500.00	\$ 13,000.00	\$ 13,000.00	\$ 7,200.00	\$ 7,200.00	\$ 9,500.00	\$ 9,500.00	\$ 7,444.50	\$ 7,444.50
\$ 3,074.00	\$ 3,074.00	\$ 2,600.00	\$ 2,600.00	\$ 13,000.00	\$ 13,000.00	\$ 2,800.00	\$ 2,800.00	\$ 3,500.00	\$ 3,500.00	\$ 3,439.20	\$ 3,439.20
\$ 47.70	\$ 9,540.00	\$ 0.01	\$ 2.00	\$ 45.00	\$ 9,000.00	\$ 33.00	\$ 6,600.00	\$ 51.00	\$ 10,200.00	\$ 38.00	\$ 7,600.00
\$ 5.86	\$ 13,771.00	\$ 6.00	\$ 14,100.00	\$ 4.00	\$ 9,400.00	\$ 3.90	\$ 9,185.00	\$ 5.00	\$ 11,750.00	\$ 8.40	\$ 19,740.00
\$ 14.80	\$ 7,400.00	\$ 28.00	\$ 14,000.00	\$ 18.00	\$ 9,000.00	\$ 18.00	\$ 9,000.00	\$ 16.75	\$ 9,375.00	\$ 17.70	\$ 8,850.00
\$ 79.29	\$ 22,200.00	\$ 19.00	\$ 28,500.00	\$ 14.00	\$ 21,000.00	\$ 17.00	\$ 25,500.00	\$ 18.75	\$ 28,125.00	\$ 18.20	\$ 27,300.00
\$ 125.20	\$ 55,503.00	\$ 82.00	\$ 57,400.00	\$ 86.00	\$ 60,200.00	\$ 77.20	\$ 54,040.00	\$ 78.60	\$ 55,020.00	\$ 80.80	\$ 56,580.00
\$ 0.53	\$ 37,560.00	\$ 0.01	\$ 3.00	\$ 85.00	\$ 25,500.00	\$ 70.00	\$ 21,000.00	\$ 150.00	\$ 45,000.00	\$ 71.60	\$ 21,480.00
Sc.B Total	\$151,126.08	0.65	\$1,326.00	0.40	\$816.00	0.55	\$1,326.00	0.65	\$1,326.00	0.60	\$1,224.00
Sc.C Total	\$460,025.34	\$464,894.87	\$485,294.86	\$486,390.74	\$471,728.48	\$512,354.24					

City of Bonney Lake
 SR 410 Sewer Interceptor Repair & Replacement Project
 2/25/2009

Durnford & Sons		Parker Pacific Inc.		R.L. Alla Company		SCI Infrastructure LLC		Kar-Vel Construction		S & W Utility Contractors Inc	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 7,386.00	\$ 7,386.00
\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 7,000.00	\$ 2,115.00	\$ 2,115.00
\$ 23,000.00	\$ 23,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,022.70	\$ 20,022.70	\$ 49,000.00	\$ 49,000.00	\$ 16,894.00	\$ 16,894.00
\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,775.00	\$ 5,775.00
\$ 42.00	\$ 16,800.00	\$ 50.00	\$ 20,000.00	\$ 40.00	\$ 16,000.00	\$ 42.00	\$ 16,800.00	\$ 2.00	\$ 800.00	\$ 46.20	\$ 18,480.00
\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 20,000.00	\$ 100.00	\$ 100.00	\$ 5,900.00	\$ 5,900.00	\$ 900.00	\$ 900.00	\$ 3,083.00	\$ 3,083.00
\$ 2.00	\$ 4,240.00	\$ 2.00	\$ 4,240.00	\$ 7.50	\$ 15,900.00	\$ 7.00	\$ 14,840.00	\$ 7.50	\$ 15,900.00	\$ 10.77	\$ 22,832.40
\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,386.00	\$ 1,386.00
\$ 4,000.00	\$ 20,000.00	\$ 3,500.00	\$ 17,500.00	\$ 2,000.00	\$ 10,000.00	\$ 1,900.00	\$ 9,500.00	\$ 3,000.00	\$ 15,000.00	\$ 3,023.80	\$ 15,119.00
\$ 5,500.00	\$ 11,000.00	\$ 5,200.00	\$ 10,400.00	\$ 2,000.00	\$ 4,000.00	\$ 3,200.00	\$ 6,400.00	\$ 1,400.00	\$ 2,800.00	\$ 1,723.50	\$ 3,447.00
\$ 1,200.00	\$ 6,000.00	\$ 1,500.00	\$ 7,500.00	\$ 800.00	\$ 4,000.00	\$ 4,000.00	\$ 8,500.00	\$ 1,400.00	\$ 7,000.00	\$ 264.40	\$ 1,322.00
\$ 10.00	\$ 200.00	\$ 20.00	\$ 400.00	\$ 10.00	\$ 200.00	\$ 13.00	\$ 260.00	\$ 2.00	\$ 40.00	\$ 77.05	\$ 1,541.20
\$ 800.00	\$ 400.00	\$ 14.50	\$ 580.00	\$ 5.00	\$ 200.00	\$ 45.00	\$ 1,800.00	\$ 2.00	\$ 80.00	\$ 38.53	\$ 1,541.20
\$ 540.00	\$ 40,500.00	\$ 630.00	\$ 47,250.00	\$ 665.00	\$ 49,875.00	\$ 800.00	\$ 60,000.00	\$ 650.00	\$ 48,750.00	\$ 564.36	\$ 42,327.00
\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00	\$ 1,000.00	\$ 6,000.00	\$ 650.00	\$ 6,500.00	\$ 32.00	\$ 320.00	\$ 86.30	\$ 863.00
\$ 100.00	\$ 1,000.00	\$ 90.00	\$ 900.00	\$ 90.00	\$ 900.00	\$ 88.00	\$ 880.00	\$ 69.00	\$ 690.00	\$ 80.10	\$ 801.00
\$ 73.00	\$ 150,380.00	\$ 73.00	\$ 50,000.00	\$ 90.00	\$ 185,400.00	\$ 4,200.00	\$ 181,280.00	\$ 1,200.00	\$ 142,140.00	\$ 11,550.00	\$ 165,006.00
\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,200.00	\$ 4,200.00	\$ 1,200.00	\$ 1,200.00	\$ 11,550.00	\$ 11,550.00
A Subtotal	\$300,520.00		\$322,750.00		\$326,675.00		\$31,341.44		\$317,430.00		\$332,983.60
WSST 8.8%	\$28,445.76		\$28,402.00		\$28,747.40		\$31,494.14		\$27,933.84		\$29,302.56
Sc. A Total	\$328,965.76		\$351,152.00		\$355,422.40		\$387,494.14		\$345,363.84		\$362,286.16
Durnford & Sons											
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 18,750.00	\$ 18,750.00	\$ 40,000.00	\$ 40,000.00	\$ 7,654.00	\$ 7,654.00
\$ 1,000.00	\$ 8,600.00	\$ 8,500.00	\$ 10,000.00	\$ 5,000.00	\$ 8,000.00	\$ 42.00	\$ 8,400.00	\$ 2.00	\$ 28,200.00	\$ 4.40	\$ 8,930.00
\$ 43.00	\$ 8,600.00	\$ 50.00	\$ 14,100.00	\$ 40.00	\$ 14,100.00	\$ 1.95	\$ 4,582.50	\$ 12.00	\$ 6,000.00	\$ 3.80	\$ 8,930.00
\$ 8.50	\$ 19,975.00	\$ 6.00	\$ 10,000.00	\$ 15.00	\$ 7,500.00	\$ 17.00	\$ 8,500.00	\$ 12.00	\$ 18,000.00	\$ 24.47	\$ 12,233.00
\$ 17.00	\$ 8,500.00	\$ 20.00	\$ 33,000.00	\$ 15.00	\$ 22,500.00	\$ 17.00	\$ 25,500.00	\$ 12.00	\$ 18,000.00	\$ 15.14	\$ 22,710.00
\$ 31.00	\$ 46,500.00	\$ 22.00	\$ 59,500.00	\$ 15.00	\$ 87,500.00	\$ 75.50	\$ 52,850.00	\$ 130.00	\$ 91,000.00	\$ 105.53	\$ 73,871.00
\$ 88.00	\$ 61,600.00	\$ 85.00	\$ 28,500.00	\$ 90.00	\$ 27,000.00	\$ 82.00	\$ 24,600.00	\$ 2.00	\$ 2,040.00	\$ 77.18	\$ 23,154.00
\$ 90.00	\$ 27,000.00	\$ 95.00	\$ 2,040.00	\$ 1.00	\$ 2,040.00	\$ 0.62	\$ 1,264.80	\$ 1.00	\$ 2,040.00	\$ 1.16	\$ 2,366.40
\$ 0.25	\$ 510.00	\$ 1.00	\$ 3,167,640.00		\$ 176,640.00		\$ 146,347.30		\$ 189,140.00		\$ 161,472.40
Sc.B Total	\$188,685.00		\$518,792.00		\$532,062.40		\$53,841.44		\$534,503.84		\$523,758.56
Sc.A+B	\$515,650.76		\$870,944.00		\$887,484.80		\$926,335.58		\$880,867.68		\$886,044.72

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Construct Co.		Roddy & Sons		Johansen Excavating Inc.		Laser Underground & Earthworks		Slead LLC		Lakeridge Development	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 3,940.00	\$ 3,940.00	\$ 6,500.00	\$ 6,500.00	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,909.00	\$ 6,909.00	\$ 7,000.00	\$ 7,000.00
\$ 5,200.00	\$ 5,200.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 23,000.00	\$ 23,000.00	\$ 30,467.00	\$ 30,467.00
\$ 100.00	\$ 100.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 5,000.00	\$ 5,000.00	\$ 14,099.00	\$ 14,099.00	\$ 14,000.00	\$ 14,000.00
\$ 38.00	\$ 15,200.00	\$ 43.50	\$ 17,400.00	\$ 40.00	\$ 16,000.00	\$ 42.00	\$ 16,800.00	\$ 48.55	\$ 19,420.00	\$ 35.00	\$ 14,000.00
\$ 100.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
\$ 2.50	\$ 5,512.00	\$ 6.00	\$ 12,720.00	\$ 7.00	\$ 14,840.00	\$ 10.00	\$ 21,200.00	\$ 9.36	\$ 19,843.20	\$ 8.13	\$ 17,235.60
\$ 7,300.00	\$ 7,300.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
\$ 2,200.00	\$ 2,200.00	\$ 2,400.00	\$ 2,400.00	\$ 13,000.00	\$ 13,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,532.00	\$ 4,532.00	\$ 2,400.00	\$ 2,400.00
\$ 350.00	\$ 700.00	\$ 2,400.00	\$ 4,800.00	\$ 1,800.00	\$ 3,600.00	\$ 7,500.00	\$ 15,000.00	\$ 10,506.00	\$ 21,012.00	\$ 8,500.00	\$ 17,000.00
\$ 1,980.00	\$ 9,900.00	\$ 450.00	\$ 2,250.00	\$ 1,400.00	\$ 7,000.00	\$ 500.00	\$ 2,500.00	\$ 2,239.00	\$ 11,195.00	\$ 1,000.00	\$ 5,000.00
\$ 26.00	\$ 520.00	\$ 25.00	\$ 500.00	\$ 16.00	\$ 320.00	\$ 40.00	\$ 800.00	\$ 30.00	\$ 600.00	\$ 240.00	\$ 4,800.00
\$ 22.00	\$ 880.00	\$ 30.00	\$ 1,200.00	\$ 20.00	\$ 800.00	\$ 30.00	\$ 1,200.00	\$ 20.00	\$ 800.00	\$ 1.00	\$ 40.00
\$ 650.00	\$ 48,750.00	\$ 575.00	\$ 43,125.00	\$ 480.00	\$ 38,000.00	\$ 500.00	\$ 37,500.00	\$ 538.00	\$ 40,550.00	\$ 375.00	\$ 28,125.00
\$ 4,900.00	\$ 4,900.00	\$ 5,000.00	\$ 5,000.00	\$ 6,200.00	\$ 6,200.00	\$ 7,000.00	\$ 7,000.00	\$ 6,624.00	\$ 6,624.00	\$ 7,000.00	\$ 7,000.00
\$ 30.00	\$ 300.00	\$ 125.00	\$ 1,250.00	\$ 100.00	\$ 1,000.00	\$ 200.00	\$ 2,000.00	\$ 37.00	\$ 370.00	\$ 20.00	\$ 200.00
\$ 102.00	\$ 210,120.00	\$ 90.00	\$ 185,400.00	\$ 83.00	\$ 170,980.00	\$ 83.00	\$ 170,980.00	\$ 89.00	\$ 183,340.00	\$ 103.00	\$ 212,180.00
\$ 7,100.00	\$ 7,100.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00
A Subtotal		\$361,522.00		\$353,645.00		\$370,740.00		\$381,213.20		\$383,547.60	
WSST 8.8%		\$31,813.94		\$31,120.76		\$32,825.12		\$33,546.76		\$33,752.19	
Sec. A Total		\$393,335.94		\$384,765.76		\$403,565.12		\$414,759.96		\$417,299.79	
Construct Co.		Roddy & Sons		Johansen Excavating Inc.		Laser Underground & Earthworks		Slead LLC		Lakeridge Development	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 15,000.00	\$ 15,000.00	\$ 11,400.00	\$ 11,400.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 14,000.00	\$ 14,000.00
\$ 100.00	\$ 100.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,120.00	\$ 2,120.00	\$ 7,000.00	\$ 7,000.00
\$ 38.00	\$ 7,600.00	\$ 43.50	\$ 8,700.00	\$ 40.00	\$ 8,000.00	\$ 42.00	\$ 8,400.00	\$ 48.55	\$ 9,710.00	\$ 35.00	\$ 7,000.00
\$ 3.00	\$ 7,050.00	\$ 7.75	\$ 18,212.50	\$ 5.00	\$ 11,750.00	\$ 4.00	\$ 9,400.00	\$ 2.50	\$ 5,875.00	\$ 6.00	\$ 14,100.00
\$ 10.00	\$ 5,000.00	\$ 25.50	\$ 12,750.00	\$ 18.00	\$ 9,000.00	\$ 25.00	\$ 12,500.00	\$ 36.75	\$ 18,375.00	\$ 14.00	\$ 7,000.00
\$ 10.00	\$ 15,000.00	\$ 20.50	\$ 30,750.00	\$ 16.00	\$ 24,000.00	\$ 25.00	\$ 37,500.00	\$ 20.85	\$ 31,275.00	\$ 14.00	\$ 21,000.00
\$ 84.00	\$ 58,800.00	\$ 81.00	\$ 56,700.00	\$ 88.00	\$ 61,600.00	\$ 84.00	\$ 58,800.00	\$ 80.00	\$ 56,000.00	\$ 102.00	\$ 71,400.00
\$ 132.00	\$ 39,600.00	\$ 95.00	\$ 28,500.00	\$ 100.00	\$ 30,000.00	\$ 55.00	\$ 16,500.00	\$ 93.00	\$ 27,900.00	\$ 50.00	\$ 15,000.00
\$ 0.60	\$ 1,224.00	\$ 0.50	\$ 1,020.00	\$ 0.50	\$ 1,020.00	\$ 0.50	\$ 1,020.00	\$ 0.50	\$ 1,020.00	\$ 1.50	\$ 3,060.00
Sec.B Total		\$149,374.00		\$173,032.50		\$164,120.00		\$164,275.00		\$159,560.00	
Sec.A+B		\$542,709.94		\$557,798.26		\$562,850.24		\$569,034.96		\$576,859.79	

City of Bonney Lake
 SR 410 Sewer Interceptor Repair & Replacement Project
 2/25/2009

Nova Contracting Inc.		WM, Dickson Co.									
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 2,000.00	\$ 2,000.00	\$ 5,375.00	\$ 5,375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,800.00	\$ 1,800.00	\$ 5,944.21	\$ 5,944.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 43,100.00	\$ 43,100.00	\$ 65,581.88	\$ 65,581.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 2,400.00	\$ 2,400.00	\$ 26,506.38	\$ 26,506.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 32.00	\$ 12,800.00	\$ 49.99	\$ 19,996.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,200.00	\$ 1,200.00	\$ 1,706.50	\$ 1,706.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1.00	\$ 2,120.00	\$ 6.27	\$ 13,292.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4,200.00	\$ 4,200.00	\$ 4,336.64	\$ 4,336.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 8,100.00	\$ 40,500.00	\$ 4,728.63	\$ 23,643.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 2,100.00	\$ 4,200.00	\$ 3,235.17	\$ 6,470.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 600.00	\$ 3,000.00	\$ 892.21	\$ 4,281.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 40.00	\$ 800.00	\$ 48.11	\$ 962.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 36.00	\$ 1,440.00	\$ 40.42	\$ 1,616.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 495.00	\$ 37,125.00	\$ 758.94	\$ 56,920.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 5,200.00	\$ 5,200.00	\$ 6,733.63	\$ 6,733.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 105.00	\$ 1,050.00	\$ 101.92	\$ 1,019.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 111.00	\$ 228,660.00	\$ 105.47	\$ 217,268.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 800.00	\$ 800.00	\$ 13,833.07	\$ 13,833.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A Subtotal	\$397,395.00		\$480,467.15								
WSST 8.8%	\$34,970.76		\$42,281.11								
Sec. A Total	\$432,365.76		\$522,748.26								

Nova Contracting Inc.		WM, Dickson Co.									
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 34,600.00	\$ 34,600.00	\$ 15,210.00	\$ 15,210.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 800.00	\$ 800.00	\$ 10,602.55	\$ 10,602.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 32.00	\$ 6,400.00	\$ 49.99	\$ 9,998.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3.00	\$ 7,050.00	\$ 4.59	\$ 10,786.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 24.00	\$ 12,000.00	\$ 24.79	\$ 12,395.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 16.00	\$ 24,000.00	\$ 18.70	\$ 28,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 80.00	\$ 56,000.00	\$ 82.27	\$ 57,589.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 50.00	\$ 15,000.00	\$ 98.73	\$ 29,619.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1.00	\$ 2,040.00	\$ 0.54	\$ 1,101.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sec.B Total	\$157,890.00		\$175,351.65								
Sec.A+B	\$590,255.76		\$698,099.91								

ORDINANCE NO. D09-35

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 9 OF THE BONNEY LAKE MUNICIPAL CODE TO CREATE A NEW SECTION 9.35 RELATING TO PUBLIC NUDITY.

WHEREAS, Chapter 18.32 of the Bonney Lake Municipal Code regulates adult entertainment facilities; and

WHEREAS, the City Council desires to regulate nudity in public places in general; and

WHEREAS, since the beginning of civilization, appearing nude in a public place, which is not a public place provided or set apart for nudity, has been considered improper (see *Moffet v. State*, 340 So.2d 1155, 1156 n.3 (Fla. 1977)); and

WHEREAS, appearing nude in a public place, which is not a public place provided or set apart for nudity, was a criminal offense at common law and was considered an act *malum in se* (wrong in itself); and

WHEREAS, appearing nude in a public place, which is not a public place provided for or set apart for nudity, is engaging in conduct which often serves to impose such person's nudity on others who do not seek it out, who are not able to reasonably avoid observing it, and who may be offended or distressed thereby; and

WHEREAS, appearing nude in a public place, which is not a public place provided for or set apart for nudity, is still subject to the general disapproval of the people of the City of Bonney Lake; and

WHEREAS, the appearance of persons in the nude in public places, which are not public places provided or set apart for nudity, generally is known to increase incidents of lewd and lascivious behavior, sexual assaults, attracts other criminal activity to the community, encourages degradation of women, and facilitates other activities which break down family structures and values; and

WHEREAS, without regulation, appearing nude in a public place, which is not a public place provided for or set apart for nudity, constitutes harmful conduct; and

WHEREAS, Bonney Lake is a community intending to be known for its wholesome civic and recreational activities and its traditional family-oriented lifestyle; and

WHEREAS, the Council is generally aware of incidents in Bonney Lake and in other communities of lewd and lascivious behavior associated with public nudity; and

WHEREAS, the Council has received written and oral evidence regarding the negative effects of public nudity; and

WHEREAS, the Council has reviewed the findings of other jurisdictions regarding the secondary effects of sexual-oriented businesses and hereby confirms and ratifies that these findings are

relevant to the City of Bonney Lake and support the City's regulation of adult entertainment facilities and public nudity; and

WHEREAS, it is in the public interest to maintain the social order, morality, health, welfare, and safety of the citizens of Bonney Lake; and

WHEREAS, regulation of public nudity will protect and preserve the public health, safety, and welfare of the people of the City of Bonney Lake by restricting the act of being nude to nonpublic places or to public places provided for or set aside for nudity; and

WHEREAS, the City Council finds that the prohibitions contained herein are the reasonable and minimally intrusive restrictions required so as to regulate conduct that is adverse to the public health, safety, welfare, and morality when nudity occurs at locations where the public is present or likely to be present, or where such conduct would be readily visible to the public; and

WHEREAS, the exceptions provided are adequate protection to persons who, without such exceptions, might be prevented or discouraged from exercising constitutionally protected rights; and

WHEREAS, cities may regulate the conduct of appearing nude in public places, which are not public places provided or set apart for nudity, *see e.g.*, *Seattle v. Buchanan*, 90 Wn.2d 584 (1978); *Ino Ino, Inc. v. Bellevue*, 132 Wn.2d 103 (1997); *Furfaro v. Seattle*, 144 Wn.2d 363, 27 P.3d 1160 (2000); *O'Day v. King County*, 109 Wn.2d 796, 749 P.2d 142 (1988); *Kitsap County v. Kev, Inc.*, 106 Wn.2d 135, 720 P.2d 818 (1986); *City of Erie v. Pap's*, 529 U.S. 277 (2000); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *Gatena v. County of Orange*, 80 F. Supp. 2d 1331 (M.D. Fla. 1999), *aff'd* 226 F.3d 649 (11th Cir. 2000), *cert. den.* 531 U.S. 1113 (2001); *Café 207, Inc. v. St. Johns County*, 856 F. Supp. 641 (M.D. Fla. 1994), *aff'd* 66 F.3d 272 (11th Cir. 1995), *cert. den.* 517 U.S. 1156 (1996); *Davis v. Gates*, 192 U.S. App. Lexis 22417 (9th Cir. 1992), *Bright Lights v. City of Newport*, 830 F. Supp. 378 (E.D. KY 1993), *Daytona Grand v. City of Dayton Beach*, 490 F.3d 860 (11th Cir. 2007), *cert. denied* 128 S. Ct. 1246, 170 L.Ed.2d 66 (2008), and the City Council deems itself adequately advised of the general findings therein regarding unlawful behavior associated with public nudity.

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

Section 1. The following chapter, 9.35 Public Nudity is hereby added to the Bonney Lake Municipal Code:

9.35.010 Intent.

The intent of this section is to protect and preserve the health, safety, and welfare of the people of the City of Bonney Lake by prohibiting any person from recklessly, knowingly, or intentionally appearing nude in a public place, or recklessly, knowingly, or intentionally causing or permitting another person to appear nude in a public place within the City, subject to the exceptions provided in BLMC 9.35.040.

9.35.020 Definitions

The follow definitions apply to this chapter:

(a) Public place provided or set apart for nudity means an enclosed public restroom, an enclosed functional shower or locker room facility, an enclosed sauna, a motel room or hotel room designed and intended for sleeping accommodations, or the location of a bona fide private club whose membership as a whole engages in social nudism or naturalism (a nudist resort or camp), an adult entertainment establishment as defined under chapter 18.32 of the Bonney Lake Municipal Code, and any similar public places in which nudity is necessarily and customarily expected outside of the home and the sphere of privacy constitutionally protected therein.

(b) Public place means any location open to the common and general use, participation, or enjoyment of the public where the public is present or likely to be present, or any location where the public is invited and is free to go upon special or implied invitation, or any location where a person may reasonably be expected to be observed by the public; this definition includes, but is not limited to, places open to the public for business or commercial purposes.

9.35.030 Public nudity and exposure of certain body parts prohibited.

(a) It shall be unlawful for any person 10 years of age or older to recklessly, knowingly, or intentionally appear in a public place other than a public place provided or set apart for nudity, or to recklessly, knowingly, or intentionally cause or permit another person 10 years of age or older to appear in a public place other than a public place provided or set apart for nudity, in a state of nudity, which includes a state of dress or undress such that any of the following body parts or portions thereof are exposed to view or are covered with anything other than a full and opaque covering which completely covers all of the described area:

(1) The male or female genitals, pubic area, buttocks or anal cleavage.

(2) The nipple or areola of the female breast; and in addition at least one-half of that outside surface of the breast located below the top of the areola, which area shall be reasonably compact and contiguous to the areola.

(b) Attire which is insufficient to comply with these requirements includes but it not limited to those items commonly knows as G-strings, T-backs, dental floss, and thongs.

(c) Body paint, body dye, tattoos, latex, tape, or any similar substance applied to the skin surface, any substance that can be washed off the skin, or any substance designed to

simulate or which by its nature simulates the appearance of the anatomical area beneath it, is not full and opaque covering as required by this section.

9.35.040 Exceptions:

This chapter shall not be construed to prohibit nudity associated with:

- (1) The act of breastfeeding or expressing breast milk;
- (2) Plays, operas, musicals, or other dramatic works which are not obscene;
- (3) Classes, seminars, and lectures held for serious scientific or educational purposes;
- (4) Non-obscene adult entertainment exhibited in adult entertainment facilities as regulated under chapter 18.32 BLMC;
- (5) Lawful, first amendment protected protests;
- (6) Children under 10 years of age.

9.35.050 Penalty

Any person who violates the terms of this chapter shall be guilty of a misdemeanor.

Section 2. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this 10th day of March, 2009.

Neil Johnson, Mayor

ATTEST:

APPROVED AS TO FORM:

Harwood T. Edvalson, CMC, City Clerk

James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:

Studies

Washington, Bellevue: February 1988: The report is a compilation of materials Bellevue used in preparation for enacting a sexually-oriented business ordinance. In Bellevue, the City reviewed the findings regarding secondary effects from other jurisdiction, including findings that sexually-oriented businesses are related to increased crime rates and decreases in property values. Based on the evidence, Bellevue concluded that the implications of the data and experience studied in other jurisdictions are significant to Bellevue and justify enacting an ordinance regulating sexually-oriented businesses.

Full Study Available at:

<http://www.communitydefense.org/cdcdocs/landuse/pdf/wabellevue.pdf>

Washington, Des Moines: August, 1984: This study was prepared for the Des Moines City Council and includes a land use study and a report by City Administration. The study included review of various other studies and also site visits to many locations. The study noted several negative impacts caused by the presence of the adult theater in the community including: decreased property values, refusal of customers to shop in stores adjacent to the adult theatre, noticeable deterioration of the district, deferred maintenance, parking and traffic problems, attraction of transients, increased crime, and interference with parental responsibilities for children. As a result, the study noted that there had been numerous business failures and high business turnover in the commercial areas near the adult theater. Public testimony, staff studies and the independent study all concluded that the continued presence of the adult theater would nullify any investment in the revitalization efforts of downtown Des Moines. The independent study looked at various negative impacts on the community including crime, decline in adjacent land uses, economic impact (decreased property values), and community impact (incompatibility with sensitive uses and areas where minors may meet collectively).

Full Study Available at:

<http://www.communitydefense.org/cdcdocs/landuse/pdf/wadesmoines.pdf>

Washington, Seattle: March 24, 1989: An increase in number of cabarets resulted in citizen complaints, including phone calls, letters (from individuals and merchant associations) and several petitions with hundreds of signatures. These protests cited decreased property values, increased insurance rates, fears of burglary, vandalism, rape, assaults, drugs and prostitution, and overall neighborhood deterioration.

Full Study Available at:

<http://www.communitydefense.org/cdcdocs/landuse/pdf/waseattle.pdf>

**City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form**

Department/Staff Contact: Comm Dev/Jerry E. Hight	Council/Wrkshp Mtg Date: March 10, 2009	Agenda Bill Number: AB09-45
Ordinance Number: D09-45	Resolution Number:	Councilmember Sponsor:

BUDGET INFORMATION

<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
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Explanation: NA

Agenda Subject: Further revise section 15.04.081 of the Bonney Lake Municipal Code to clarify that building permits remain valid for more than 180 days even if no inspection is called for during that period.

Administrative Recommendation: Approve as submitted.

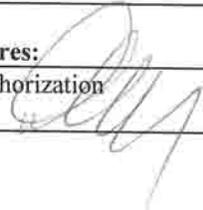
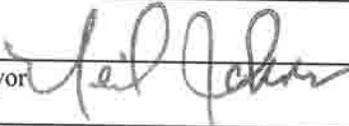
Background Summary: The Council recently amended BLMC Section 15.04.081 to extend the life of building permits under certain circumstances. Unfortunately, the language was not amended which would have prevented permits from expiring if the work was not commenced within 180 days from the date of such permit, or if the building did not receive a call for inspection within 180 days. This follow-up ordinance corrects that issue, and is in conformance with the legislative intent of Council when 15.04.081 was amended 1/27/09.

Council Committee Dates:	Commission Dates:	Board/Hearing Examiner Dates:
Finance Committee:	Planning Commission:	Park Board:
Public Safety Committee:	Civil Service Commission:	Hearing Examiner:
Community Development & Planning Committee:		
Council Workshops: 09/16/08; 1/6/09		

Council Action:

Council Call for Hearing:	Council Hearings Date:
Council Referred Back to:	Workshop: Committee:
Council Tabled Until:	Council Meeting Dates: 09/30/08

Signatures:

Dir. Authorization 	Mayor 	Date City Attorney Reviewed:
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ORDINANCE NO. D09-451308

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON RELATING TO THE PERMIT AND PERMIT APPLICATION EXTENSIONS AND AMENDING ~~SECTION 15.04.081 OF THE BONNEY LAKE MUNICIPAL CODE AND THE CORRESPONDING SECTIONS OF ORDINANCES 1308, 1230, AND -AND-1035.~~

WHEREAS, it is the intent of the City Council to temporarily allow a building permit to be active for two years with a single two year extension; and

WHEREAS, the Bonney Lake Municipal Code needs to be additionally revised to provide that a permit that does not call for inspection within a six month period (180 days) will not automatically expire;

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

Section 1. BLMC 15.04.081 is hereby revised to read as follows:

‡

15.04.081. A. ~~5.04.081.~~ Permits shall expire by limitation two years from the date of issuance. Permits issued prior to the effective date of this ordinance shall expire by limitation two years from the effective date of this ordinance. No permit shall be active beyond four years. Permits shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned or has not received an inspection at any time after the work is commenced for a period of 180 days. An expired permit shall not be reactivated.

B. Active permits may be allowed a one time extension for an additional two years from the date of extension. The request for permit extension shall be made in writing and state good and satisfactory reasons. In order to renew action on a permit after expiration, the applicant shall submit plans and pay fees as required for new permit.

C. Applications for which no permit is issued shall expire by limitation one year from the date of submittal. Active permit applications may be allowed a one time extension for an additional 180 days from the date of extension. The request for permit application extension shall be made in writing and state good and satisfactory reasons. An expired permit application shall not be reactivated. Plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. In order to renew action on an application after expiration, the applicant shall submit new plans and pay a new plan review fee.

~~A. Permits shall expire by limitation two years from the date of issuance. Permits issued prior to the effective date of this ordinance shall expire by limitation two years from the effective date of this ordinance. No permit shall be active beyond more than one code cycle four years from the date of issuance.~~

~~B. Active permits may be allowed a one-time extension for an additional two years from the date of extension. The request for permit extension shall be made in writing and state good and satisfactory reasons. An expired permit shall not be reactivated. In order to obtain a new permit the applicant shall submit plans and pay fees as required for new permit.~~

~~C. Applications for which no permit is issued shall expire by limitation one year from the date of submittal. Active permit applications may be allowed a one-time extension for an additional 180 days from the date of extension. The request for permit application extension shall be made in writing and state good and satisfactory reasons. An expired permit application shall not be reactivated. Plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall submit new plans and pay a new plan review fee. (Ord. 1230 § 22, 2007; Ord. 1035 § 5, 2004).~~

Section 2. If any portion of this Ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

Section 3. This Ordinance shall take effect thirty (30) days after its passage and subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this _____ day of _____, 2009.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:

Valid:

Published:

Effective Date: