

**COUNCIL WORKSHOP**

City of

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



*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.*

**AGENDA**

*"Where Dreams Can Soar"*

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

**Call to Order:** Mayor Neil Johnson @ Bonney Lake City Hall – 19306 Bonney Lake Blvd.

**Roll Call:**

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

Expected Staff Members: City Administrator Don Morrison, Public Works Director Dan Grigsby, Director of Community Development John Vodopich, Police Chief Mike Mitchell, Chief Financial Officer Al Juarez, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson and City Attorney Jim Dionne.

**Agenda Items**

- |   | <u>Estimated Time</u>   |
|---|-------------------------|
| 1. <b>Action: AB09-45 – Ordinance D09-45</b> – 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. | (20 Mins.)              |
| 2. <b>Action: AB09-40 – Resolution 1921</b> – 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.   | (10 Mins.)              |
| 3. Council Open Discussion.   | (20 Mins.)              |
| 4. Review of Council Minutes: <a href="#">March 3, 2009 Council Workshop and March 10, 2009 Council Meeting</a> .   | ( 5 Mins.)              |
| 5. Discussion: March 28 <sup>th</sup> Council Retreat Topics and location.  | (30 Mins.)              |
| 6. Executive Session: Pursuant to RCW 42.30.110, the City Council may meet in executive session. The topic(s) and duration will be announced prior to the executive session.  | <i>To Be Announced.</i> |
| 7. 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  
Council Agenda Bill (C.A.B.) Approval Form

★ Tabled for action  
to 3/17 Workshop.

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

**BUDGET INFORMATON**

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

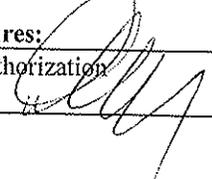
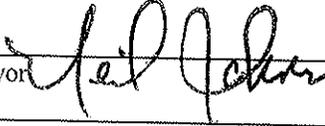
**Background Summary:** The Council recently amended BLMC Section 15.04.081 to extend the life of building permits under certain circumstances. Unfortunately, the language was not amended which would have prevented permits from expiring if the work was not commenced within 180 days from the date of such 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.

<b>Council Committee Dates:</b>	<b>Commission Dates:</b>	<b>Board/Hearing Examiner Dates:</b>
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:
---	--	------------------------------

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:

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

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

**BUDGET INFORMATON**

<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
Water 2009 Budget \$1,875,000.00	\$252,464.00	Water \$248,018.00	Water \$943,919.00
AB09-37 -\$ 678,616.26		Sidewalk \$4,446.00	Sidewalk \$85,554.00
Available \$1,196,383.74			
Sidewalk Funds \$90,000.00			

**Explanation:**

Water Main Replacements Project - 401.999.594.13.041  
Sidewalk Reconstruction Program - 301.098.595.30.065

**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); 194<sup>th</sup> Ave E - **B13**, Church Lake Drive E - **B17**, 195<sup>th</sup> and 197<sup>th</sup> Ave E - **R4**, West Tapps Highway, 61<sup>st</sup> Street E, and 197<sup>th</sup> Ave E - **R5**, and 195<sup>th</sup> Ave E between 64<sup>th</sup> Street E and 194<sup>th</sup> Ave E - **R14**.  
See the attached scope of work for detailed information.

<b>Council Committee Dates:</b>	<b>Commission Dates:</b>	<b>Board/Hearing Examiner Dates:</b>
Finance Committee:	Planning Commission:	Park Board:
Public Safety Committee:	Civil Service Commission:	Hearing Examiner:
Community Development & Planning Committee: 3/2/09		
Council Workshop: 3/17/09 - Action		

**Council Action:**

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

# 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); 194<sup>th</sup> Ave E - **B13**, Church Lake Drive E - **B17**, 195<sup>th</sup> and 197<sup>th</sup> Ave E - **R4**, West Tapps Highway, 61<sup>st</sup> Street E, and 197<sup>th</sup> Ave E - **R5**, and 195<sup>th</sup> Ave E between 64<sup>th</sup> Street E and 194<sup>th</sup> Ave E - **R14**.

ORDINANCE/RESOLUTION: 1921

REQUEST OR RECOMMENDATION BY ORIGINATOR:

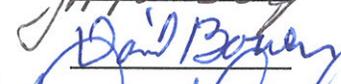
ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE  
FINANCE DIRECTOR \_\_\_\_\_  
CITY ATTORNEY \_\_\_\_\_

	<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 10<sup>th</sup> 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 10<sup>th</sup> day of March, 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

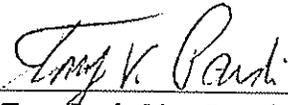
RH2 ENGINEERING, INC.

By:



Mr. Neil Johnson Jr., Mayor

By:



Mr. Tony Pardi, Vice President

Date:

March 10, 2009

Date:

3/24/09

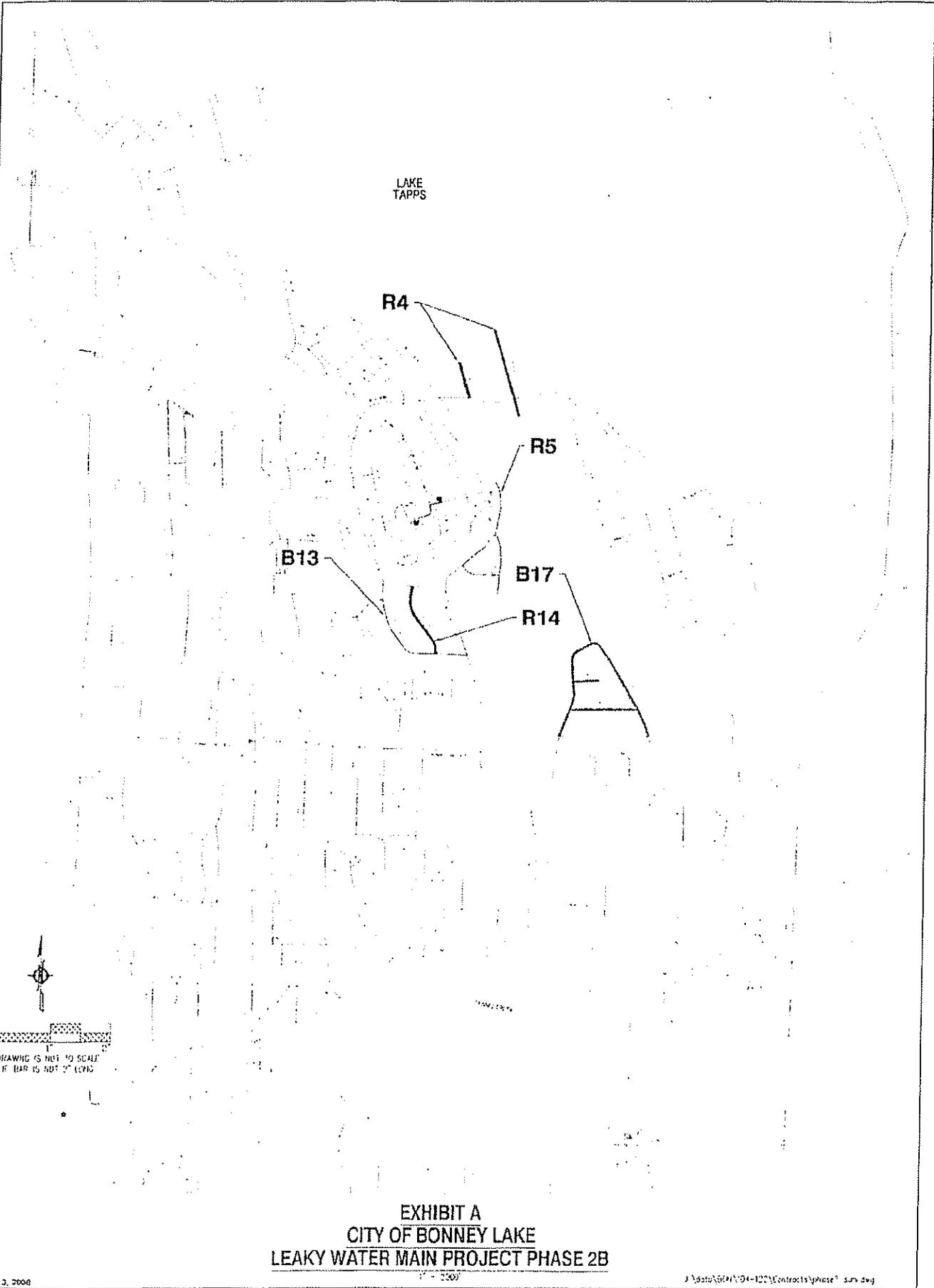
**Attachments:**

Exhibit A: Project Map

Exhibit B: Scope of Work

Exhibit C: Engineering Fee Estimate

Exhibit D: Schedule of Rate and Charges



**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 194<sup>th</sup> Avenue East between 65<sup>th</sup> 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, 70<sup>th</sup> Street East and 69<sup>th</sup> 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 195<sup>th</sup> Avenue East and 197<sup>th</sup> 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, 61<sup>st</sup> Street East and 197<sup>th</sup> 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 195<sup>th</sup> Avenue East between 64<sup>th</sup> Street East and 194<sup>th</sup> 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 71<sup>st</sup> Street East and 70<sup>th</sup> 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<sup>®</sup> 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<sup>®</sup> 2007 and perform a site visit with City staff to verify the survey information.

**Deliverables:**

Field survey formatted for AutoCAD<sup>®</sup> 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 181<sup>st</sup> 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	Subconsit. Cost	Total Expense	Total Cost
	Principal VII	Professional III	Professional III	Professional II	Professional I	Professional VI	Administrative I										
<b>Phase I</b>																	
<b>Task 1 Collect/Review City Water and Other Utility Information</b>																	
1.1 Obtain utility as-builts	-	-	-	-	-	-	-	8	-	-	-	-	8	\$ 928	\$ -	\$ 200	\$ 1,128
1.2 Confirm water main improvements	2	4	6	-	-	-	-	12	-	-	-	-	12	\$ 1,658	\$ -	\$ 125	\$ 1,783
1.3 Visual inspection and geologist review	-	-	-	-	-	10	-	10	-	-	-	-	10	\$ 1,640	\$ -	\$ 65	\$ 1,705
1.4 Determine required easements	2	5	-	-	-	-	-	11	-	-	-	-	11	\$ 1,496	\$ -	\$ 125	\$ 1,621
1.5 Attend meeting with City staff	4	4	4	2	2	-	-	15	-	-	1	-	15	\$ 2,041	\$ -	\$ 530	\$ 2,571
<b>Subtotal</b>	<b>8</b>	<b>13</b>	<b>10</b>	<b>14</b>	<b>10</b>	<b>10</b>	<b>1</b>	<b>56</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>-</b>	<b>56</b>	<b>\$ 7,763</b>	<b>\$ -</b>	<b>\$ 1,045</b>	<b>\$ 8,808</b>
<b>Task 2 Design Survey and Subconsultant Coordination</b>																	
2.1 Coordinate with a land surveyor (subconsultant)	2	4	6	4	4	-	-	24	-	-	8	-	24	\$ 2,546	\$ 60,260	\$ 306	\$ 63,112
2.2 Formal survey and site visit	2	4	6	16	8	-	-	38	-	-	8	-	38	\$ 3,938	\$ -	\$ 1,357	\$ 5,295
<b>Subtotal</b>	<b>4</b>	<b>8</b>	<b>12</b>	<b>20</b>	<b>16</b>	<b>-</b>	<b>16</b>	<b>60</b>	<b>-</b>	<b>-</b>	<b>16</b>	<b>-</b>	<b>60</b>	<b>\$ 6,484</b>	<b>\$ 60,260</b>	<b>\$ 1,663</b>	<b>\$ 68,407</b>
<b>Task 3 Prepare Construction Drawings</b>																	
3.1 Prepare water main design drawings	8	15	8	50	50	-	-	81	-	-	-	-	81	\$ 10,264	\$ -	\$ 2,115	\$ 12,379
3.2 Provide connection details	2	15	8	40	40	-	-	65	-	-	-	-	65	\$ 6,048	\$ -	\$ 1,225	\$ 9,273
3.3 Prepare pipeline plan and profile	2	15	2	20	20	-	-	37	-	-	-	-	37	\$ 4,712	\$ -	\$ 575	\$ 5,287
3.4 Prepare details	2	15	-	30	30	-	-	47	-	-	-	-	47	\$ 5,872	\$ -	\$ 825	\$ 6,697
3.5 Prepare construction notes	2	15	-	30	30	-	-	47	-	-	-	-	47	\$ 5,872	\$ -	\$ 825	\$ 6,697
3.6 Perform site visit	-	-	8	20	20	-	-	28	-	-	-	-	28	\$ 3,336	\$ -	\$ 874	\$ 4,210
3.7 Attend meetings with City staff	12	2	2	2	2	-	-	25	-	-	1	-	25	\$ 3,739	\$ -	\$ 715	\$ 4,454
<b>Subtotal</b>	<b>28</b>	<b>83</b>	<b>26</b>	<b>192</b>	<b>192</b>	<b>-</b>	<b>1</b>	<b>330</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>-</b>	<b>330</b>	<b>\$ 41,843</b>	<b>\$ -</b>	<b>\$ 7,154</b>	<b>\$ 48,997</b>
<b>Task 4 Prepare Specifications and Bid Quantities</b>																	
4.1 Prepare specifications	2	6	2	8	8	-	-	26	-	-	8	-	26	\$ 2,774	\$ -	\$ 417	\$ 3,191
4.2 Update contract documents	8	8	8	2	2	-	-	18	-	-	2	-	18	\$ 2,530	\$ -	\$ 175	\$ 2,705
4.3 Prepare contract documents for bidding	2	6	2	16	16	-	-	28	-	-	4	-	28	\$ 1,846	\$ -	\$ 217	\$ 2,063
4.4 Prepare bid quantities and cost estimate	2	4	2	2	2	-	-	13	-	-	1	-	13	\$ 3,218	\$ -	\$ 504	\$ 3,722
4.5 Attend meeting with City staff	4	4	2	2	2	-	-	10	-	-	1	-	10	\$ 1,787	\$ -	\$ 138	\$ 1,925
<b>Subtotal</b>	<b>18</b>	<b>20</b>	<b>16</b>	<b>26</b>	<b>26</b>	<b>-</b>	<b>23</b>	<b>103</b>	<b>-</b>	<b>-</b>	<b>23</b>	<b>-</b>	<b>103</b>	<b>\$ 12,155</b>	<b>\$ -</b>	<b>\$ 1,451</b>	<b>\$ 13,606</b>
<b>Task 5 Finalize Plans, Specifications and Contract Documents</b>																	
5.1 In-house review	12	6	-	20	20	-	-	45	-	-	5	-	45	\$ 5,785	\$ -	\$ 595	\$ 6,380
5.2 Attend meeting with City staff	6	4	-	4	4	-	-	16	-	-	-	-	16	\$ 2,416	\$ -	\$ 629	\$ 3,045
5.3 Revise and produce plans, specifications and contract documents	4	8	2	20	20	-	-	44	-	-	10	-	44	\$ 4,896	\$ -	\$ 2,368	\$ 7,264
5.4 Construction cost estimate	2	4	2	12	12	-	-	20	-	-	-	-	20	\$ 2,942	\$ -	\$ 350	\$ 2,892
<b>Subtotal</b>	<b>26</b>	<b>24</b>	<b>4</b>	<b>56</b>	<b>56</b>	<b>-</b>	<b>15</b>	<b>125</b>	<b>-</b>	<b>-</b>	<b>15</b>	<b>-</b>	<b>125</b>	<b>\$ 15,639</b>	<b>\$ -</b>	<b>\$ 3,941</b>	<b>\$ 19,580</b>
<b>Task 6 Services During Bidding and Award</b>																	
6.1 Bid advertisement	2	-	-	-	-	-	-	4	-	-	2	-	4	\$ 468	\$ -	\$ 19	\$ 487
6.2 Addenda	6	6	2	6	6	-	-	22	-	-	2	-	22	\$ 2,928	\$ -	\$ 267	\$ 3,195
<b>Subtotal</b>	<b>8</b>	<b>6</b>	<b>2</b>	<b>6</b>	<b>6</b>	<b>-</b>	<b>4</b>	<b>26</b>	<b>-</b>	<b>-</b>	<b>4</b>	<b>-</b>	<b>26</b>	<b>\$ 3,396</b>	<b>\$ -</b>	<b>\$ 287</b>	<b>\$ 3,673</b>
<b>Subtotal Phase I Tasks</b>	<b>92</b>	<b>154</b>	<b>70</b>	<b>314</b>	<b>314</b>	<b>10</b>	<b>60</b>	<b>700</b>	<b>-</b>	<b>-</b>	<b>60</b>	<b>-</b>	<b>700</b>	<b>\$ 87,270</b>	<b>\$ 60,260</b>	<b>\$ 15,544</b>	<b>\$ 163,071</b>

Description Classification	Professional		Project Manager		Project Engineer		Staff Engineer		Engr. Geologist		Word Processor		Total Hours	Total Labor	Subconslt. Cost	Total Expense	Total Cost
	Principal VII	Professional III	Professional III	Professional II	Professional I	Professional VI	Administrative I										
<b>Phase II</b>																	
<b>Task 1 Determine Project Extents</b>																	
1.1 Site reconnaissance	-	4	-	-	-	-	-	-	-	-	-	-	8	\$ 1,052	\$ -	\$ 444	\$ 1,496
1.2 Complete work for sewer and easement impacts on earlier phases	8	6	12	16	2	2	2	2	2	2	2	2	44	\$ 5,710	\$ -	\$ 668	\$ 6,378
1.3 Attend meeting with City staff	12	4	2	2	2	2	2	2	2	2	2	1	21	\$ 3,195	\$ -	\$ 190	\$ 3,385
<b>Subtotal</b>	<b>20</b>	<b>14</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>3</b>	<b>3</b>	<b>73</b>	<b>\$ 9,957</b>	<b>\$ -</b>	<b>\$ 1,302</b>	<b>\$ 11,259</b>
<b>Task 2 Geologic Review</b>																	
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	1	2	2	2	2	2	2	12	-	-	-	14	\$ 2,280	\$ -	\$ -	\$ 2,280
2.4 Attend meeting with City staff	8	4	2	2	2	2	2	2	4	4	4	4	24	\$ 3,306	\$ -	\$ 315	\$ 3,621
<b>Subtotal</b>	<b>11</b>	<b>5</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>48</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>72</b>	<b>\$ 11,188</b>	<b>\$ 2,070</b>	<b>\$ 578</b>	<b>\$ 13,834</b>
<b>Task 3 Final Determination of Extent of Improvements</b>																	
3.1 Review findings and determine extent of improvements	1	2	4	4	4	4	4	4	10	-	-	-	17	\$ 2,116	\$ -	\$ 325	\$ 2,441
3.2 Attend meeting with City staff	8	6	4	4	4	4	4	4	3	3	3	3	21	\$ 2,891	\$ -	\$ 134	\$ 3,025
<b>Subtotal</b>	<b>9</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>10</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>38</b>	<b>\$ 5,007</b>	<b>\$ -</b>	<b>\$ 459</b>	<b>\$ 5,466</b>
<b>Task 4 Prepare Construction Drawings</b>																	
4.1 Design proposed improvements	1	8	-	-	-	-	-	30	-	-	-	-	39	\$ 4,744	\$ -	\$ 1,112	\$ 5,856
4.2 Provide connection details	1	4	-	-	-	-	-	10	-	-	-	-	15	\$ 1,880	\$ -	\$ 275	\$ 2,155
4.3 Provide roadway, sidewalk and stormwater details	2	4	-	-	-	-	-	25	-	-	-	-	31	\$ 3,798	\$ -	\$ 650	\$ 4,446
4.4 Prepare pipeline plan and profile	1	6	-	-	-	-	-	20	-	-	-	-	27	\$ 3,312	\$ -	\$ 525	\$ 3,837
4.5 Prepare water main trench details	1	2	-	-	-	-	-	10	-	-	-	-	13	\$ 1,608	\$ -	\$ 250	\$ 1,858
4.6 Provide sewer main trench backfill details	2	2	-	-	-	-	-	10	-	-	-	-	14	\$ 1,784	\$ -	\$ 250	\$ 2,034
4.7 Provide construction notes	2	2	-	-	-	-	-	10	-	-	-	-	14	\$ 1,784	\$ -	\$ 250	\$ 2,034
4.8 Perform site visit with City staff	-	2	-	-	-	-	-	10	-	-	-	-	12	\$ 1,432	\$ -	\$ 616	\$ 2,048
4.9 Attend meetings with City staff	8	8	4	4	4	4	4	10	-	-	-	-	32	\$ 4,164	\$ -	\$ 738	\$ 4,902
<b>Subtotal</b>	<b>18</b>	<b>38</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>135</b>	<b>105</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>195</b>	<b>\$ 24,504</b>	<b>\$ -</b>	<b>\$ 4,666</b>	<b>\$ 29,170</b>
<b>Task 5 Prepare Specifications and Bid Quantities</b>																	
5.1 Prepare specifications	2	6	2	2	2	2	2	24	-	-	-	-	42	\$ 4,630	\$ -	\$ 817	\$ 5,447
5.2 Prepare contract documents	2	6	2	2	2	2	2	8	-	-	-	-	26	\$ 2,774	\$ -	\$ 417	\$ 3,191
5.3 Prepare bid quantities and cost estimate	2	4	2	2	2	2	2	12	-	-	-	-	24	\$ 2,764	\$ -	\$ 387	\$ 3,141
5.4 Attend a meeting with City staff	4	4	2	2	2	2	2	2	-	-	-	-	13	\$ 1,787	\$ -	\$ 160	\$ 1,947
<b>Subtotal</b>	<b>10</b>	<b>20</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>48</b>	<b>58</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>105</b>	<b>\$ 11,945</b>	<b>\$ -</b>	<b>\$ 1,781</b>	<b>\$ 13,726</b>
<b>Task 6 Finalize Plans, Specifications and Contract Documents</b>																	
6.1 In-house review	12	8	-	-	-	-	10	-	-	-	-	-	35	\$ 4,625	\$ -	\$ 345	\$ 4,970
6.2 Attend meeting with City staff	3	4	-	-	-	-	4	-	-	-	-	-	11	\$ 1,598	\$ -	\$ 303	\$ 1,899
6.3 Revise and produce plans, specifications and contract documents	-	-	-	-	-	-	8	-	-	-	-	-	18	\$ 1,468	\$ -	\$ 1,723	\$ 3,181
6.4 Construction cost estimate	3	4	2	2	2	2	10	-	-	-	-	-	19	\$ 2,486	\$ -	\$ 300	\$ 2,786
<b>Subtotal</b>	<b>18</b>	<b>16</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>32</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>83</b>	<b>\$ 10,105</b>	<b>\$ -</b>	<b>\$ 2,671</b>	<b>\$ 12,776</b>
<b>Task 7 Services During Bidding and Award</b>																	
7.1 Bid advertisement	1	1	-	-	-	-	-	-	-	-	-	-	3	\$ 365	\$ -	\$ 16	\$ 381
7.2 Addenda	5	4	4	4	4	4	4	4	-	-	-	-	19	\$ 2,502	\$ -	\$ 279	\$ 2,781
<b>Subtotal</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>22</b>	<b>\$ 2,867</b>	<b>\$ -</b>	<b>\$ 285</b>	<b>\$ 3,162</b>
<b>Subtotal Phase II Tasks</b>	<b>92</b>	<b>106</b>	<b>46</b>	<b>46</b>	<b>46</b>	<b>46</b>	<b>247</b>	<b>48</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>588</b>	<b>\$ 75,571</b>	<b>\$ 2,070</b>	<b>\$ 11,782</b>	<b>\$ 89,393</b>
<b>PROJECT TOTAL</b>	<b>184</b>	<b>260</b>	<b>116</b>	<b>116</b>	<b>116</b>	<b>116</b>	<b>561</b>	<b>58</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>1288</b>	<b>\$ 162,841</b>	<b>\$ 62,330</b>	<b>\$ 27,293</b>	<b>\$ 252,464</b>

**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
Professional	VI	\$164.00	Technician	I	\$76.00
Professional	V	\$156.00	Administrative	V	\$109.00
Professional	IV	\$146.00	Administrative	IV	\$91.00
Professional	III	\$136.00	Administrative	III	\$77.00
Professional	II	\$127.00	Administrative	II	\$63.00
Professional	I	\$116.00	Administrative	I	\$53.00

**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 COUNCIL WORKSHOP**

**March 3, 2009  
5:30 p.m.**

**DRAFT MINUTES**

City of



*"Where Dreams Can Soar"*

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

*Website: [www.ci.bonney-lake.wa.us](http://www.ci.bonney-lake.wa.us)*

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 Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember David King and Councilmember James Rackley.

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

**Agenda Items:**

5:33:32

1. **Council Open Discussion:**

Mayor Johnson announced that he would be leaving the Workshop at 6:00 p.m. to visit Liberty Ridge Elementary and participate in a PTO program to read to kids. He planned to read 'Yertle the Turtle' during the event.

Coffee & Conversation with the Mayor

Councilmember Rackley said he attended the first 'Coffee and Conversation' with Mayor Johnson on Monday, March 2, 2009. Mayor Johnson said he has asked the City Attorney to research an issue brought up by a citizen about an area doctor.

Councilmember King asked if the Mayor had scheduled which councilmember would be attending each coffee. Mayor Johnson asked councilmembers to let him know their availability if they want to participate in the event, which will be scheduled on the first Monday each month at 9:00 a.m. at the Senior Center.

Lions 4 Kids' Celebration

Deputy Mayor Swatman said Lions 4 Kids is celebrating their new facility with an event on Sunday, March 8, 2009 from 1:00-5:00 p.m. He invited everyone to attend.

Sumner Sewer Meeting

Deputy Mayor Swatman said he attended a meeting with Sumner on the sewer system on February 25, 2009. He said the City has a cost sharing agreement with Sumner and issues like rebuilding the flood wall, facilities and capacity issues should be considered. He suggested the Council discuss these issues at a future workshop. Mayor Johnson said he has asked Public Works Director Grigsby to review the City's options.

City Budget

Deputy Mayor Swatman said the budget needs to be carefully reviewed at the Council Retreat this spring. He said revenues are down significantly but not much has been cut from the budget yet. Councilmember King said the Council should look at short term as well as long-range effects of the downturn in the economy. He said the current City administration has worked hard to remain transparent about projects and funds, and have not raised taxes much at a time when many are worried about how their tax dollars are being used. He noted some positive news, such as City project bids coming in far below engineer's estimates. He said citizens should know the City is prepared for a worse case scenario and the Council's vision is not being affected by economic panic.

Council Retreat

Councilmembers discussed when to schedule the Council Retreat and what topics should be discussed. The retreat was set for Saturday, March 28, 2009 for an all-day session. Councilmembers expressed their preference to hold the retreat locally.

Animal Services Contract

Councilmember King said Metro Animal Services briefed the Public Safety Committee on services at their meeting March 2, 2009. He said they can provide much better metrics about the number of calls coming in from different areas. He said in Bonney Lake, the number of animals reported in January was the same as the three-month average last year. He said costs go up as calls increase and the City is due to renegotiate the interlocal agreement for these services soon. He suggested the item be discussed at the Council retreat along with other budget items.

Parliamentary Procedures

Councilmember Decker noted the Councilmembers received the 4<sup>th</sup> edition of Sturgis' 'Rules of Parliamentary Procedures' this week. City Administrator Morrison said the Council adopted the 4<sup>th</sup> edition when it adopted its revised Council rules in 2008.

State Stimulus Package

Councilmember Hamilton asked if the City submitted any requests for stimulus funds for sewer, water and road improvements, as the deadline is March 7, 2009. Public Works Director Grigsby said the City does not have any 'shovel ready' projects that meet the criteria at this time. City Administrator Morrison said the Executive Assistant is researching possible funding options now. Mr. Morrison also spoke with State Representative Dave Reichert, but no one has information about what funding will come to the 8<sup>th</sup> District yet. He said chances for funding coming to Bonney Lake seem slim but they will keep working on options. Councilmember Decker said the stock market is falling and will get worse, and appreciates the Mayor's work to keep things above board.

City's 60<sup>th</sup> Birthday Celebration

Councilmember Carter thanked staff for their work on the City's 60<sup>th</sup> Birthday celebration on February 28<sup>th</sup>. She said the new portion of Main Street is now open, also.

Bonney Lake Conservation Association

Councilmember Carter said the Conservation Association is holding a Rain Garden class with Stream Team. She said residents on Lake Bonney are interested in installing

rain gardens on their properties. Councilmember Carter asked Community Services Director Leaf to bring a sample of the Lake Bonney swale to the class to be analyzed.

5:58:32

2. **Review of Council Minutes:** February 17, 2009 Council Workshop and February 24, 2009 Council Meeting.

Councilmember Carter noted that “Pierce” is misspelled on p.3 of the February 24, 2009 Minutes. By Council consensus, the minutes were moved forward with the correction to the March 10, 2009 Meeting.

Mayor Johnson left the Council Workshop at 5:59 p.m.

5:59:24

3. **Presentation and Discussion:** Street Tree Master Plan.

Community Services Director Leaf said the draft Street Tree Master Plan has been available for public comment on the City website for about a year. The plan was prepared by Michelle Whitfield, a former City employee who was retained as a consultant for this project. One third of the \$10,000 cost to develop the plan was covered by a grant from the Washington State Department of Natural Resources. The plan is part of the Community Forestry plan and applies only to city-owned properties and right-of-ways in Bonney Lake. The plan recommends species that provide beautification, clean air, and traffic calming without interfering with power lines or damaging roads and sidewalks. The cost to implement the full plan is estimated at \$1 million over 10 to 20 years. The cost to maintain the 3,000 trees in the plan once they are planted and established would be about \$30,000 per year.

Councilmember King said in discussions about urban forestry, there was a focus on using native plants, but most of the plants in the plan are not native species. Director Leaf said evergreens are a common native plant but should not be planted close to roads. He said evergreens could be planted along the SR 410 corridor. Some native plants including maple trees are included in the plan, but others were selected for maintenance, color, etc. Councilmember Carter said spacing, width and height were also considered. She said native plants require less water usage to maintain.

City Administrator Morrison said the Street Tree Master Plan serves as an operational guide and identifies City streets and arterials that should have trees. He said the City’s goal is to maintain ‘Tree City USA’ status and implement parts of the plan over time. Councilmembers spoke in favor of adopting the plan and looking to the future. Councilmembers discussed funding options including using City funds, grants, donations and assistance from volunteers. Council consensus was to bring the plan forward as a resolution to the March 10, 2009 Meeting.

6:21:05

4. **Discussion:** AB09-38 – D09-38 – Temporary Freeze of Transportation Impact Fee Rate at 2008 Level.

Deputy Mayor Swatman said the Transportation Impact Fee rate increased 21.7% in 2009. Councilmembers discussed how the proposed ordinance would affect development and available funds. Councilmember Rackley said a sales tax incentive program like the one recently passed for Eastown and Downtown development would

be a better solution. He said freezing the TIF rate eliminates funds needed for necessary road improvements. Councilmember Hamilton said the City's rates are based on a study by Transpro, and the standards should be the same for all cities setting rates. He asked why Bonney Lake's rates are higher for some types of development, like single-family residential, than other area cities. Public Works Director Grigsby said the standards are the same, but a growing city needs more road improvements than an established City like Tacoma or Renton, so the costs of development are higher. He said each time the Transportation element of the Comprehensive Plan is revised the base line for TIF rates are reset. These rates are adjusted annually between Comprehensive Plan amendments. The Council changed the index used to adjust TIF rates from the Engineering News Record Construction Cost Index (CCI) to the WA State Department of Transportation CCI in 2008 (Ordinance 1284). He said the DOT CCI rate went up 21.7% on January 1, 2009, while the Engineering News Record CCI went up about 3.85%. Director Grigsby said the index is calculated each October and the rate may go down in October 2009 due to falling oil prices. City Administrator Morrison said

Councilmember Swatman provided councilmembers with an example of the City's fees for a restaurant, using Applebee's as an example. The estimated cost of fees and permits for this business is \$426,000. By comparison, Tukwila's total was \$201,000 and Auburn's was \$209,000. He said TIF fees are part of the costs, and there may be a better way to attract businesses. He noted that the proposed ordinance would not allow TIF rates to increase until 2011 at the earliest. Councilmembers King, Rackley, Decker and Bowen said they supported the proposed ordinance.

Councilmembers asked which, if any, businesses did not locate in Bonney Lake due to City fees. City Administrator Morrison said both Red Robin restaurants and the Fennel Creek Apartment developer said fees were an issue and/or made a project unfeasible in Bonney Lake. Deputy Mayor Swatman said the Council should review all development fees, as TIF fees are only part of the cost to developers. The proposed ordinance was moved forward by Council consensus to the March 10, 2009 Meeting.

6:55:57

5. **Discussion:** Council Retreat Topics and Date(s).

The Council discussed a proposed retreat date of March 28, 2009 and potential topics during open discussion. Deputy Mayor said some proposed agenda items, such as code enforcement and municipal code updates, might be better suited to regular workshop discussion. Discussion of Council Retreat topics was continued to the March 17, 2009 Workshop for continued discussion.

**At 7:00 p.m., Deputy Mayor Swatman called for a five-minute break, to be followed directly by an Executive Session.**

7:05:31

6. **Executive Session:**

Pursuant to RCW 42.30.110(1)(b) and RCW 42.30.110(1)(i) the City Council adjourned to an Executive Session with the City Attorney at 7:05 p.m. to discuss potential litigation and property acquisition for twenty minutes. The Workshop reconvened at 7:29 p.m.

7:29:20

7. **Adjournment:**

**At 7:29 p.m., Councilmember Bowen moved to adjourn the workshop.  
Councilmember Rackley seconded the motion.**

**Motion approved 7 – 0.**

---

Harwood T. Edvalson, CMC  
City Clerk

---

Neil Johnson, Jr.  
Mayor

No items were submitted to the Council Workshop of March 3, 2009.

CITY COUNCIL MEETING

March 10, 2009  
7:00 P.M.



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](http://www.ci.bonney-lake.wa.us)

DRAFT MINUTES

"Where Dreams Can Soar"

Audio Time Stamp ↓

I. **CALL TO ORDER** – Mayor Neil Johnson called the meeting to order at 7:00 p.m.

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

B. Roll Call: [A 1.3]

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

[Staff members in attendance were City Administrator Don Morrison, City Attorney Jeff Ganson, Chief Financial Officer Al Juarez, Community Development Director John Vodopich, Police Chief Mike Mitchell, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson and Records & Information Specialist Susan Duis.]

**Councilmember Decker moved to excuse Councilmember Rackley's absence from the Meeting. Councilmember King seconded the motion.**

Mayor Johnson said Councilmember Rackley and Public Works Director Grigsby were attending a meeting of the Pierce County Regional Council related to federal stimulus package funding, and were therefore unable to attend the Council Meeting.

**Motion approved 6 – 0.**

C. Announcements, Appointments and Presentations: [A 3.6.9]

1. Announcements:

Mayor Johnson noted upcoming events including the Bonney Lake Easter Egg Hunt on April 11, 2009 at 11:00 a.m. at Allan Yorke Park. He said he and Councilmembers Carter, Rackley, King and Swatman attended the celebration for the new Lions 4 Kids House on March 8, 2009. The City was presented with a certificate of appreciation for its contributions.

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.

**Deputy Mayor Swatman moved to approve the motion.  
Councilmember Decker seconded the motion.**

Mayor Johnson said the City realized that Dennis Poulsen moved out of the City and is no longer eligible to serve on the Planning Commission. Mr. Poulsen will finish his term, which expires April 6, 2009. Mayor Johnson said there are currently no Planning Commissioners who live in Ward 1 or Ward 5, and encouraged residents of those areas to apply to serve on the commission.

**Motion approved 6 – 0.**

3. Presentations: None.

D. Agenda Modifications:

**Deputy Mayor Swatman made a motion to move AB09-45, Full Council Issues Item A., to the March 24, 2009 Workshop as an action item. Councilmember Carter seconded the motion.**

Deputy Mayor Swatman explained that staff is still working on the draft ordinance and asked that it be pulled for consideration at a later date.

**Motion approved 6 – 0.**

7:06:29

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

A. Public Hearings: None. [A 3.6.12]

B. Citizen Comments: [A 1.5]

Merry Pantaleo, 18802 111<sup>th</sup> St E, Bonney Lake, invited the Council and Mayor to attend the Community Summit on March 26, 2009 at Calvary Community Church. The free event is sponsored by the Community for Families Coalition, and the speaker this year will focus on youth engagement. Mayor Johnson said City staff will present “Sidewalk & Street Lights – Safe Travel” at the summit. Deputy Mayor Swatman said he has attended this event in the past and highly recommends it.

Mayor Johnson added that he attended a youth summit at Bonney Lake High School last week and had given councilmembers notes on the event. Students said drugs are an issue in area high schools, and said they would like to see more restaurants, a recreation center and a bowling alley in Bonney Lake.

Joyce Labender, 17807 77<sup>th</sup> St E, Bonney Lake, said her security system has had three false alarms recently and she was charged \$100 by the City. She said the last time it went off, she asked the police to check her property. They told her they came out and the perimeter looked good, but they could not have seen her whole property unless they went over the fence. She said she has called the alarm company to check the system, but it is not fair to be penalized for something she has no control over. She said she cannot afford the fee on her budget. Mayor Johnson asked Ms. Labender to give her contact information to the Police Chief. He confirmed that the City code is that a fee is assessed after three false alarms. Community Services

Director Gary Leaf said false alarms are very common, and the City should ensure people are aware of the fees for false alarms.

- C. Correspondence: None. [A 1.2]

7:12:54

### 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 extending the Allan Yorke Park snack shack lease with the Bonney Lake Food Bank, renewing the Pierce County GIS Service contract and digital orthophotography subscription, and a request for proposals for utility billing services. He said the Council should work on a long-range budget model to plan for the future.
- B. Community Development Committee: Councilmember Bowen said the committee met on March 9, 2009 and forwarded Resolutions 1921, 1922 and 1923 to the current meeting agenda.
- C. Public Safety Committee: Councilmember King said the committee met March 2, 2009 and heard a presentation from Metro Animal Services related to service calls, improvements, and costs. He said he expects service costs to increase when the City renegotiates its contract with Metro in the coming months.
- D. Other Reports: None.

7:15:43

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

- 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 1309** – 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 1310** – 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. *Moved to Community Development Issues, Item A.*
- 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.

**Resolution 1921 was moved to Community Development Committee Issues, Item A., for discussion.**

Councilmember King said important items are sometimes approved on the Consent Agenda without any discussion. He said he wanted to highlight Ordinance 1309, and it is important for the City to make up the difference in salary for those who are called to serve in the military. He said this Ordinance is especially important to himself and others as a veteran. Councilmember Bowen agreed and said though he is not a veteran, many people in the community serve their country, and he is very proud to vote in favor of this Ordinance.

**Councilmember Decker moved to approve the Consent Agenda as modified. Councilmember Carter seconded the motion.**

**Consent Agenda approved 6 – 0.**

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

7:19:10

**VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**

- A. **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.

**Deputy Mayor Swatman moved to approve Resolution 1921. Councilmember King seconded the motion.**

Deputy Mayor Swatman said the proposed contract includes design of a sidewalk, and asked whether it is appropriate to use water funds to pay for this item. City Attorney Ganson said if sidewalk installation is required when improvements are made, it would seem to be an appropriate use of enterprise funds.

**Deputy Mayor Swatman moved to table Resolution 1921 to the March 24, 2009 Workshop as an action item. Councilmember Bowen seconded the motion.**

**Motion approved 6 – 0.**

7:22:35

**VII. PUBLIC SAFETY COMMITTEE ISSUES:**

- A. **AB09-35 – Ordinance 1311** – 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.

**Councilmember Decker moved to approve Ordinance 1311. Councilmember King seconded the motion.**

**Councilmember Bowen moved to amend Ordinance 1311 to remove the sentence: “Whereas, it is in the public interest to maintain the social order, morality, health, welfare, and safety of the citizens of Bonney Lake.” Councilmember Decker seconded the motion.**

Councilmember Bowen said the Council will very likely pass the proposed ordinance, and he is in favor of it. However, he said he finds the wording about social order, morality, health, welfare and safety is untenable when related to alcohol, tobacco and gambling. He said the overuse of alcohol, which is a legal, regulated substance, can do immense damage and is much more dangerous to society than public nudity.

**Motion to amend the ordinance failed 2 – 4. Deputy Mayor Swatman and Councilmembers Carter, King and Hamilton voted no.**

Councilmember King said the State legislature is currently reviewing, and will likely pass, a measure that would make an exception to any public nudity ordinance for breast feeding in public. He noted that proposed Ordinance 1311 is consistent with expected state law, per BLMC Section 9.35.040. Councilmember Decker called for the question.

**Original main motion approved 6 – 0.**

**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.~~

*This item was pulled from the agenda during Agenda Modifications.*

**IX. EXECUTIVE SESSION:** None.

7:28:20

**X. ADJOURNMENT:**

At 7:28 p.m. Councilmember Bowen moved to adjourn the meeting. Councilmember Hamilton seconded the motion.

Motion approved 6 – 0.

---

Harwood Edvalson, CMC  
City Clerk

---

Neil Johnson  
Mayor

*No items were submitted to the Council Meeting of March 10, 2009.*



**Agenda  
Placeholder**

--For the Council Workshop of March 17, 2009

ITEM #5

Discussion: March 28th Council Retreat  
Topics and location.