

CITY COUNCIL MEETING

April 13, 2010
7:00 p.m.

AGENDA



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

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

SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: *If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address items appearing 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 speaker sign-up sheets near the Council Chamber doorway. (See Item II B. for Citizen Comments on other items of City business.)*

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

I. CALL TO ORDER

A. Flag Salute

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin 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/City Clerk Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

- a. AB10-70 - A Motion of the Bonney Lake City Council Confirming the Mayor's Appointment of Ronald Heslop as Municipal Court Judge

3. Presentations:

- a. **Proclamation:** Domestic Violence Awareness – Nancy Wozny-Karnik, Victim Services Advocate, Crystal Judson Family Justice Center.

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**A. Public Hearings:**

1. **AB10-53 – Resolution 2021** – Public Hearing for Declaring City Vehicles and Utility Items as Surplus.

B. Citizen Comments:

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

C. Correspondence:**III. COUNCIL COMMITTEE REPORTS:****A. Finance Committee****B. Community Development Committee****C. Public Safety Committee****D. Other Reports****IV. CONSENT AGENDA:**

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

- Approval of Minutes:** February 27, 2010 Council Retreat, March 16, 2010 Council Workshop and March 23, 2010 Council Meeting.
- Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #58235 thru 58277 (including wire #'s 3122010, 3152010 & 5691166) in the amount of \$674,379.02. Accounts Payable checks/vouchers #58278 thru 58291 for a Utility Refunds in the amount of \$1,186.11. Accounts Payable checks/vouchers #58292 thru 58339 (including wire transfer # 3242010) in the amount of \$888,081.37. Accounts Payable checks/vouchers #58340 thru 58381 in the amount of \$152,547.39. Accounts Payable checks/vouchers #58382 thru 58383 for A/R Refunds in the amount of \$421.19.
- Approval of Payroll:** Payroll for March 16-31 2010 for checks 28897-28927 including Direct Deposits and Electronic Transfers in the amount of \$585,339.03.
- AB10-49 - Resolution 2019** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign an Agreement with Parametrix for Construction Management Services During Construction of Phase 1 of the Fennel Creek Trail and 192nd Sidewalks Project.

- E. **AB10-55 - Resolution 2022** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Professional Services Agreement with Stripe Rite, Inc. for the 2010 Street Striping and Pavement Markings Project.
- F. **AB10-53 - Resolution 2021** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington Authorizing the Mayor to Surplus Vehicles and City Utility Items to the State of Washington, General Administration (GA) Surplus Program.

V. FINANCE COMMITTEE ISSUES:

- A. **AB10-50 - Resolution 2020** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing an Agreement with Bonney Lake Community Resources (Bonney Lake Food Bank) to Operate the Concession Stand at Allan Yorke Park for May 2010 Until April 2011.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

VII. PUBLIC SAFETY COMMITTEE ISSUES:

VIII. FULL COUNCIL ISSUES:

- A. **AB10-56** - A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Casting the Council's Vote for Mayor Neil Johnson, Jr. to Serve as a Member of the Board of Commissioners for Pierce Transit for a Three-Year Term, May 1, 2010 to April 30, 2010, Representing the Fourteen Small Cities and Towns within Pierce Transit's Boundary.
- B. **AB10-18 - Ordinance D10-18** - An Ordinance of the City of Bonney Lake, Pierce County, Washington, to Allow Approval of a Single Cottage Housing Project as a Demonstration of a Housing Choice Not Currently Available in Bonney Lake.
- C. **AB10-64 - Resolution 2026** - A Resolution of the City of Bonney Lake, Pierce County, Washington, Ratifying a Purchase and Sale Agreement to Acquire the Reed Property, Pierce County Parcel Numbers 0520261700 and 0520261009.
- D. **AB10-67 - Ordinance D10-67** - An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Chapter 16.14 to Address Provisions for the Maintenance of Required Landscaping.
- E. **AB10-48 - Resolution 2018** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with KPG Engineering for the Design of the SR 410 Sidewalks from 198th Avenue East to 208th Avenue East.

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> Exec / Don Morrison	<u>Workshop / Meeting Date:</u> 13 Apr 2010	<u>Agenda Bill Number:</u> AB10-70
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Confirmation of Ron Heslop as Municipal Judge

Proposed Motion: AB10-70 - A Motion of the Bonney Lake City Council Confirming the Mayor's Appointment of Ronald Heslop as Municipal Court Judge

Administrative Recommendation: APPROVE

Background Summary: Ronald D. Heslop has extensive experience (20 years) as a judge pro tem, having served in the Pierce County District Court, and the Bonney Lake, Tacoma, Fife, Lakewood, and Puyallup Municipal courts. Heslop ran unsuccessfully for the position of District Court Judge in 2004.

Heslop was selected from a field of 62 applicants. The selection process included an individual exercise and interviews before a number of panels.

Heslop has been a member of the Washington Bar Association since 1983. He received his law degree from the University of Puget Sound. Heslop has not only operated a successful law practice, but has also owned and operated a couple of small businesses, including a towing company and a tire store.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation:			

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):	Tabled To Date:

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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FOR IMMEDIATE RELEASE:

Contact: Don Morrison, City Administrator

Telephone Number: 253-862-8602

Fax Number: 253-862-8538

Email Address: morrisond@ci.bonney-lake.wa.us

Web site address: www.ci.bonney-lake.wa.us

TITLE

Ron Heslop Appointed Municipal Judge

Bonney Lake Mayor Neil Johnson, Jr. announced that he has appointed Ronald D. Heslop as Municipal Judge. Heslop replaces Doug Haake, who was filling the unexpired term of longstanding municipal court judge James Helbling. Heslop's appointment is subject to City Council confirmation, which is expected at the April 13th Council Meeting.

Heslop has extensive experience as a judge pro tem, having served in the Pierce County District Court, and the Bonney Lake, Tacoma, Fife, Lakewood, and Puyallup Municipal courts. Heslop ran unsuccessfully for the position of District Court Judge in 2004.

Heslop was selected from a field of 62 applicants. The selection process included an individual exercise and interviews before a number of panels.

Heslop has been a member of the Washington Bar Association since 1983. He received his law degree from the University of Puget Sound. Heslop has not only operated a successful law practice, but has also owned and operated a couple of small businesses, including a towing company and a tire store.

Heslop is a decorated Viet Nam Veteran, and was an Army Infantry Officer, Airborne – Ranger, Military and Civilian aviator of infixed and rotary wing aircraft. Ron has been involved with the Boy Scouts for over 30 years and is a former Fircrest City Councilmember.

In making the appointment Mayor Neil Johnson stated: "I found Mr. Heslop to be a very capable and experienced municipal judge. His understanding of people and involvement in community affairs make him an outstanding candidate. His experience running several small businesses is a plus, as he understands what it means to live within a budget, manage, and provide excellent customer service. "

Heslop stated that he has enjoyed his experiences as a judge pro tem, especially his prior work with the Bonney Lake Municipal Court, and that he is excited to be appointed as the presiding judge.

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RONALD D. HESLOP
1401 South Union Avenue
Tacoma, Washington 98405-1901
253/752-4056

EDUCATION

- Graduated from the University of Utah, 1967, B.S.
Participated in football and wrestling
- University of Puget Sound Law School, May 1983, J.D.
Admitted to practice law October 1983

MILITARY SERVICE

- U.S. Army as Second Lieutenant, 1967 -- left active duty in 1974, Captain
- Graduated Ranger and Airborne Schools; completed U.S. Army Fixed Wing, Helicopter and Advanced Aviator Training; Attended United States Army instructor school and taught infantry tactics at Fort Benning, Georgia.
- Decorated Vietnam War Veteran
- Served eight years as a Reserve Officer in Vancouver, Washington, attaining the rank of Major and commanded 104th Division Aviation Company for five years.

SMALL BUSINESS OWNER

- 1974 to 1983, owned a tire specialty business with three tire stores
- 2006 to Present owner of Engels Towing & Recovery, Inc. Puyallup, WA.

LAW PRACTICE

- Areas of law practice include:
Personal Injury Domestic Criminal Dependency
Wills & Probate Adoption Real Estate Civil Litigation
- Twenty years as Judge Pro Tem: Fife Municipal Court, Puyallup Municipal Court, Tacoma Municipal Court, Federal Way Municipal Court, District Court No. 1, and Pierce County Superior Court; Lakewood Municipal Court Judge one year. Bonney Lake Pro Tem Judge two years.
- Former Member District Court No. 1 Liaison Committee
- Twenty Years Member Pierce County Superior Court Arbitrators Panel
- Twenty Years Member Volunteer Neighborhood Legal Clinic

GOVERNMENT SERVICE

- Prior Member Fircrest City Council
- Vice President Tacoma Rifle and Revolver Club



March 23, 2010

Re: Proclamation for DV Awareness Day on April 26, 2010

I am writing today to ask for your City's support in issuing a proclamation designating April 26, 2010 as Domestic Violence Awareness Day in your city. It was seven years ago in April that Crystal Judson Brame was senselessly murdered by her estranged husband, then Tacoma Police Chief David Brame, in front of their two young children.

Out of that terrible tragedy, our community came together to address the issue of domestic violence and how our systems respond to victims in crisis. The Crystal Judson Family Justice Center opened in December of 2005, offering comprehensive services to domestic violence victims and their children. Thousands of women and men have used the services of the Center since that time.

This proclamation recognizes the work that is being done throughout the cities and towns of Pierce County to support victims in crisis. It seeks to raise awareness about this issue and call us all to action in taking 26 seconds in silence to remember Crystal and others who have lost their lives at the hands of intimate partners.

A member of the Crystal Judson Family Justice Center will be pleased to attend your Council meeting to accept the proclamation, provide information about the Center and offer information as to the vital role community members can play in helping to end domestic violence.

Thank you very much for your consideration of this request. Please feel free to contact me if you would like any additional information.

Sincerely,

Susan Adams, J.D.

CRYSTAL JUDSON
FAMILY JUSTICE CENTER

Executive Board Members

Marty Campbell, Chair
Tacoma City Council

Victoria Woodards
Tacoma City Council

Barbara Gelman
Pierce County Council

Joyce McDonald
Pierce County Council

Tex Whitney, Executive V.P.
Columbia Bank
(Retired)

Staff

Susan Adams, JD
Director
(253) 798-4302

Craig Roberts
Assistant Director
(253) 798-4330



PROCLAMATION

DOMESTIC VIOLENCE AWARENESS DAY

WHEREAS, domestic violence is a pattern of behavior used by one individual to establish and maintain power and control over another; and

WHEREAS, domestic violence shatters lives, robs children of their innocence, and affects everyone regardless of age, sex, race, culture, religion, education, employment or marital status; and

WHEREAS, domestic violence is not a private family matter but a crime, the consequences of which have devastating effects on our community; and

WHEREAS, in response to this violence the City of Bonney Lake recognizes the importance of a comprehensive, coordinated response to domestic violence which employs a variety of public and private strategies and resources including law enforcement, victim advocacy, shelters, legal assistance, and the Crystal Judson Family Justice Center; and

WHEREAS, the City of Bonney Lake recognizes that domestic violence is everyone's responsibility,

NOW, THEREFORE, I, Neil Johnson, Jr., Mayor of the City of Bonney Lake, do hereby proclaim April 26, 2010 as

DOMESTIC VIOLENCE AWARENESS DAY IN THE CITY OF BONNEY LAKE

AND HEREBY ISSUE THIS CALL TO ACTION to all citizens, employees and officials of the City of Bonney Lake to pause for a 26 second moment of silence at noon on April 26, 2010 to remember Crystal Judson and reflect upon our individual responsibility as community members to help end domestic violence.

Neil Johnson, Jr., Mayor – Signed April 13, 2010

**SPECIAL CITY COUNCIL
MEETING - RETREAT**

**February 27, 2010
8:00 A.M.**

MINUTES



"Where Dreams Can Soar"

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

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

Location: Washington National Golf Club - 14330 SE Husky Way, Auburn, WA 98092.

I. CALL TO ORDER – The day began with a continental breakfast at 8:00 a.m. Mayor Johnson called the special meeting to order at 8:30 a.m.

A. Attendance:

In attendance were Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember Jim Rackley.

[Staff members in attendance were City Administrator Don Morrison, Police Chief Mike Mitchell, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Community Services Director Gary Leaf, Chief Financial Officer Al Juarez, Administrative Services Director/City Clerk Harwood Edvalson, Judge James Helbling, Court Administrator Kathy Seymour and Executive Assistant Brian Hartsell.]

II. AGENDA ITEMS:

- A. Councilmember Roundtable – Why I Ran for Council, and What I'd Like to See:** Councilmembers discussed why they ran for election to the City Council and what are their current interests.
- B. Council Visioning and Goal Setting:** Councilmembers reviewed a synopsis of Council vision statements and goals/projects established at prior Council retreats. They participated in an exercise to select or reaffirm top priorities and add new goals to their list of top priorities.
- C. Survey of Budget Priorities:** Councilmembers took a survey regarding current budget priorities for the 2011-2012 biennial budget. Executive Assistant Brian Hartsell will compile the results for future Council discussion.
- D. Equipment Repair and Replacement:** City Administrator Morrison described the current effort to revise the ERR Fund to more accurately cover the cost to replace vehicles over time.
- E. Budget Approach for 2011-2012 Biennium:** City Administrator Morrison and Chief Financial Officer Juarez discussed with Council the difference in approach to a performance-based budget and a zero-based budget. There appeared to be consensus among the Council in support of the administration working to gather appropriate performance data over the next biennium to more fully incorporate a performance-based budget in the 2013-14 fiscal biennium.

The Council and staff broke for lunch and a wellness activity. At the conclusion of the lunch break, Mayor Johnson called the meeting back to order. He excused himself for the remainder of the meeting.

- F. Legislative Agenda: The City Council briefly discussed a proposed legislative agenda for Fiscal Years 2010-2011. No action was taken to formalize this preliminary agenda.
- G. Wastewater Treatment Facility Options: Public Works Director Grigsby presented to the Council the results of his study and discussions with Sumner, Orting, Buckley and King County regarding possible options to meet the wastewater treatment plans of the City of Bonney Lake and its service area for the next twenty-year period.
- H. Downtown Civic Center Discussion: The City Council discussed property owned in the downtown area by the City and long-range plans for city facilities in the downtown area.
- I. Long Range Park and Recreation Goals: Community Services Director Gary Leaf led the Council in a discussion about the Allan Yorke Park facilities and options for the future. There was a consensus that a new master plan for the Moriarty property be developed, one that maximizes the use of available space and more closely reflects Allen Yorke Park and Lake Tapps uses, not necessarily more ball fields. There was agreement that an expansion of the dike area toward West Tapps Highway was desirable. The Council also reviewed the pros and cons of parks and recreation districts, and general possibilities for locating a YMCA in Bonney Lake.
- J. Agenda Preparation for Council Committees: City Administrator Morrison and Administrative Services Director Edvalson discussed with the City Council the possible advantages of using the CivicWeb agenda services to standardize the preparation of Council Committee agendas. There was general support from the Council to designate a specific staff member as a liaison to the Committees and to prepare the Committee's agendas and minutes. Director Edvalson said some lead time would be required to work with CivicWeb to accommodate the change, but anticipated it could be done relatively quickly and with little to no expense.

The City Council and remaining staff ate dinner and engaged in informal conversation. Dinner concluded and the attendees dispersed at approximately 6:30 p.m.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

**CITY COUNCIL
WORKSHOP**

**March 16, 2010
5:00 p.m.**

MINUTES



“Where Dreams Can Soar”

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

Audio Time
Stamp ↓

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

I. Call to Order: Mayor Neil Johnson, Jr. called the workshop to order at 5:00 p.m.

II. Roll Call: [A1.3]

Administrative Services Director/City Clerk Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember James Rackley.

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

III. Agenda Items:

A. Council Site Visit: 5:00 p.m. - Greenwood Project.

The Council visited the Greenwood Project located on the 8500 block of Main St E, north of Sumner-Buckley Hwy. Councilmembers and staff viewed one of the two-story, two-bedroom rental units that have been constructed.

B. *The Mayor, Council and staff returned to the City Hall Chambers and reconvened the Workshop at 6:02 p.m.*

Mayor Johnson noted that Mayor Enslow had not yet arrived and asked the Council to begin with review of minutes and open discussion.

C. Review of Draft Council Minutes: March 2, 2010 Workshop and March 9, 2010 Meeting Draft Minutes. (*Originally agenda item F.*)

Mayor Johnson noted that an e-mail from L. Winona Jacobsen was inadvertently not included on the March 9th Meeting minutes. The revised minutes were forwarded to the March 23rd Meeting for action.

D. Council Open Discussion: (*Originally agenda item E.*)

Road Construction: Councilmember Rackley asked about traffic impacts on Myers Road from improvements on the Sumner-Buckley Hwy and SR 410 intersection. Public Works Director Grigsby said the Phase II improvements include sidewalks and changes to the left-turn access onto Myers Rd. He said the City’s plans should not increase traffic on Myers Road substantially but he would look into the possibility.

6:02:51

6:04:25

Sign Code: Deputy Mayor Swatman said he attended the meeting with City staff and business owners, and thanked Design Commissioners for taking part as well. He said he is open to short-term solutions and considering long-term changes to the code. Mayor Johnson said Council will discuss the issue at a future workshop.

Ken Simmons Park: Councilmember Carter noted several improvements to Ken Simmons Park, including an interpretive trail and kiosk that were constructed by local Eagle Scouts. A new picnic shelter has also been erected. She said the park is used both by nearby residents and others from around the City and is coming along nicely.

Stream Team: Councilmember Carter said the Cascade Land Conservancy has recognized the Stream Team, and noted that the City does not have a current Stream Team contract. She said the City is working on a wetland study for Eastown, and looks forward to getting more information about the Stream Team so the Council can consider whether to work with them in the future.

Dog Park: Councilmember Carter said she heard a presentation to the Park Board about off-leash dog parks. She said the City can possibly obtain free rain barrels to provide water for a dog park if a water source is not available on the site.

Corliss Property Logging: Councilmember Carter asked about logging on the Corliss property outside City limits. Mayor Johnson said he understands that the entire logging project will be done by the end of the year, and he will update the Council with any new information. He said he will check whether the logging crew plans to clean debris on Myers Rd.

6:01:58

- E. **Presentation:** Sound Transit – Mayor Enslow of the City of Sumner and Rachel Smith of Sound Transit. (*Originally agenda item C.*)

Sumner Mayor and current Sound Transit board member Dave Enslow introduced Sound Transit Government and Community Relations Specialist Rachel Smith. They offered information on Sound Transit services, projects and impacts on Bonney Lake. Ms. Smith said Sound Transit plans to add trips and cars to Sounder commuter rail services, extend light rail service, and improve other services. She said Route 582, which serves Bonney Lake, was changed since it overlapped with a Pierce Transit route. She highlighted the new Route 578, which shadows the commuter train route.

Councilmembers suggested that a transit parking ramp could be built in Bonney Lake for commuters, and expressed support for expanded service and options to use the Sounder train for sporting events in Seattle. Mayor Enslow said he does not plan to run again for his seat on the Sound Transit board, and encouraged someone from Bonney Lake to run. He thanked the Council for their time and input, and expressed hope that Bonney Lake continue seeing benefits from Sound Transit in the future.

Mayor Johnson recessed the Workshop for a break at 6:52 p.m. The Workshop reconvened at 6:59 p.m.

6:15:26

- F. **Presentation and Discussion:** AB10-43 – Sewer O & M Rate Analysis – FCS Group. (*Originally agenda item D.*)

Public Works Director Grigsby said the City's last sewer rate analysis was completed in 2004. At the time, the study showed sewer rates would need to increase, but could

wait a few years. The Council opted to increase water rates first and not increase sewer rates substantially at that time. He introduced Angie Sanchez of FCS Group, and noted that the City has worked with FCS Group since the Palermo lawsuit because of their expertise with sewer development charges and rate structures.

Angie Sanchez provided an overview of the sewer rate analysis, which studied infrastructure renewal costs, revenue forecasts, policies, operations and maintenance (O & M) expenses, and planned capital projects. She said projected expenses include general O & M costs as well as costs for copper removal programs, updates to the Sumner Wastewater Treatment Plant, and other projects. She said the City pays for debt service primarily with sewer development charge (SDC) funds currently. She said current sewer rates do not factor in maintenance and renewal costs, which will continue to increase as the City’s sewer system matures. She said that meanwhile, as growth slows, SDC revenues and expansion costs will decrease.

Ms. Sanchez said the rate study shows that current rates are insufficient to cover the costs for the sewer system, and sewer fund balances must be used to cover costs. She offered several options for rate increases over the coming years, and noted that Bonney Lake’s current sewer rates are lower than many cities in the area.

Councilmembers discussed sewer system costs, revenues and rate increase options. Councilmember Hamilton said sewer rates have increased through CPI adjustments over the past several years, and water rates also increased. He said the economy is still difficult, and questioned whether the Council should approve rate increases when they were unwilling to increase property taxes by 1% in 2010. He also expressed concern that the City has no control in the maintenance and operations of the Sumner Wastewater Treatment Facility, and suggested a utility district for Sumner and Bonney Lake would be easier to manage. Deputy Mayor Swatman said expenses exceed revenues in the sewer department, and he wants to study the budget in depth to remove inefficiencies and reduce expenditures. He said that any rate increases made today will help offset the need for larger increases later. Mayor Johnson suggested the Council consider the options and continue discussions at a future workshop or Finance Committee meeting.

IV. Executive Session: None.

8:24:50

V. Adjournment:

At 8:24 p.m., Councilmember Lewis moved to adjourn the workshop. Councilmember Decker seconded the motion.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items submitted to the Council Workshop of March 16, 2010:

- Sound Transit – *Meeting the Challenge – 2010 Milestones* – Rachel Smith.
- FCS Group – *Sewer Utility Financial Plan and O & M Rate Forecast* – Angie Sanchez.

CITY COUNCIL MEETING

**March 23, 2010
7:00 P.M.**

MINUTES



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

Audio Time
Stamp ↓

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 6:59 p.m.

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

B. Roll Call:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Neil Johnson, Jr., elected officials attending were Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember Jim Rackley.

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

C. Announcements, Appointments and Presentations:

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

D. Agenda Modifications: None.

7:00:41

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

Chief Jerry Thorsen, East Pierce Fire & Rescue, provided the Council with updates and news about EPFR. He said the City of Edgewood joins EPFR on April 1st, which means an additional fire engine and medic unit in the district. The City of Milton is considering annexing into the fire district in the future as well. He said EPFR is working on a long-range strategic leadership plan as well as long-term infrastructure needs, such as a new fire house, training facilities and remodeling existing stations. He thanked Mayor Johnson and Councilmember Carter for attending the retirement celebration for Dave Wakefield.

C. Correspondence: None.

7:05:21

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed AB10-45 (grant application), meeting notes, grinder pump costs and fees, a private water system agreement, and sewer system operations and maintenance costs.
- B. Community Development Committee: Councilmember Rackley reported that the committee met on March 1st and discussed geotechnical reports, water billing issues, plans for 2010 chip seal projects, a development plan, and sponsorship of agenda bills. The committee forwarded Resolution 2007 and AB10-41 to the current agenda.
- C. Public Safety Committee: Councilmember Hamilton reported that the committee has not met since the last Council meeting. The next committee meeting is April 5th.
- D. Other Reports:

Rainier Communications Commission: Councilmember Rackley attended the RCC meeting on March 16th. Discussions included Click! Network's application for Google Fiber broadband service.

Pierce County Regional Council: Councilmember Rackley attended the PCRC meeting on March 18th, where the group discussed updates to the countywide planning policies regarding affordable housing.

AWC Refund: Mayor Johnson said the City's insurance agent, AWC, gave the City a nearly \$3,000 refund for 2006-2008 insurance costs. City Administrator Morrison said AWC sent the rebate because the City's costs for claims, loss control, etc. were lower than other agencies in the insurance pool. Director Edvalson credited Human Resources Officer Jenna Young, whose work helped result in this refund.

Eastown Updates: Mayor Johnson said Director Grigsby has provided Councilmembers with updates on Eastown issues. He said the Council will discuss Eastown updates at the next Workshop, and Councilmembers should send any questions they have to Mr. Grigsby in the interim.

Commission & Board Appointments: Mayor Johnson said he plans to make appointments for new Planning Commissioners and Design Commissioners by April 6th. He is interviewing candidates and will make a decision soon. He noted that two Park Board Members' terms expire this year.

Community Summit: Mayor Johnson, Deputy Mayor Swatman, Councilmember Carter, Councilmember Lewis, and City Administrator Morrison attended the annual Communities for Family summit on March 18th. Mayor Johnson said it was a great event.

Leadership Breakfast: Mayor Johnson, Councilmember Carter and City Administrator Morrison attended the leadership breakfast on March 19th. The

Student Council asked community leaders questions about their concerns, including the pressures of applying to colleges.

Judge Recruitment: Mayor Johnson said he hopes to announce the hiring of a new judge by the end of the week. He said a committee met with the candidates for interviews and he met with a candidate that afternoon.

7:13:29

IV. CONSENT AGENDA:

- A. **Approval of Minutes:** March 2, 2010 Council Workshop and March 9, 2010 Council Meeting.
- B. **Accounts Payable Checks/Vouchers:** #58138 thru 58181 (including voided check #58032) in the amount of \$427,326.51; #58182 for a Utility Refund in the amount of \$164.26; #58183 thru 58233 (including wire transfer #'s 902557, 2242010, 3142010, 3172010, 28834985, 94030216 & voided check #57111) in the amount of \$2,317,653.42; and #58234 for a Utility Refund in the amount of \$152.81.
- C. **Approval of Payroll:** Payroll for March 1 – 15, 2010 for checks 28872-28896 including Direct Deposits and Electronic Transfers in the amount of \$ 383,332.38.
- D. **AB10-41** – A Motion of the Bonney Lake City Council to Accept as Complete the Church Lake Dr E Water Main Replacement & Roadway Improvements Project.

**Councilmember Decker moved to approve the Consent Agenda.
Councilmember Lewis seconded the motion.**

Consent Agenda approved 7 – 0.

7:13:37

V. FINANCE COMMITTEE ISSUES:

- A. **AB10-45** – A Motion of the Bonney Lake City Council Authorizing the City to Submit a Grant Application to the Washington State Department of Natural Resources for a Community Forestry Assistance Grant.

Councilmember Lewis moved to adopt the motion. Councilmember Decker seconded the motion.

Motion approved 7 – 0.

7:14:03

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- A. **AB10-25- Resolution 2007** – 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 for Loan PW-04-691-009.

Councilmember Rackley moved to adopt Resolution 2007. Councilmember Decker seconded the motion.

Director Grigsby offered details on the projects funded by this trust fund loan, including replacement of old 4” steel water lines with new 8” ductile iron pipes, as well as updating meters, vaults, fire hydrants, and valves. In addition, whenever lines were replaced the roads were repaved, resulting in improved roadways. He said the new PWTF loan is being used to repair leaks inside City limits, such as the Church Lake Dr water main project. He said he has worked with staff to standardize reporting methods so the City can accurately track water lost in the system over time.

Resolution 2007 approved 7 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

7:19:16

VIII. FULL COUNCIL ISSUES:

- A. **AB10-46** – A Motion of the Bonney Lake City Council Nominating an Individual for Election to the Pierce Transit Board of Commissioners.

Councilmember Decker nominated Councilmember McKibbin, who declined the nomination. Councilmember Hamilton nominated Mayor Neil Johnson, Jr. Councilmember Lewis seconded the motion.

Councilmember Hamilton noted that Sumner Mayor Dave Enslow is currently on the Council, and he feels Bonney Lake should be represented by its mayor as well.

Nomination approved 7 – 0.

IX. EXECUTIVE SESSION: None.

7:20:47

X. ADJOURNMENT:

At 7:20 p.m., Councilmember Hamilton moved to adjourn the meeting. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Council Meeting of March 23, 2010: None.

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

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 13 Apr 2010	<u>Agenda Bill Number:</u> AB10-49
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2019	<u>Councilmember Sponsor:</u> Councilmember Rackley

Agenda Subject: Approve Contract with Parametrix for Fennel Creek Trail and 192nd Sidewalks - Phase 1 Construction Management Services

Proposed Motion: Motion to approve the contract with Parametrix for Phase 1 Construction Management Services for the 192nd Sidewalks portion of the Fennel Creek Trail Project.

Administrative Recommendation:

Background Summary: The Fennel Creek Trails Project will be constructed in two phases. Phase 1 will address sidewalks and drainage along 192nd Avenue East from 104th Street East (Bonney Lake High School) to approximately Rhodes Lake Road. Phase 2 will address a trail connecting the Phase 1 effort to Angeline Road. This project has Federal funding attached to the effort, with the complexity of managing a Federally funded project in accordance with the WSDOT Local Agency Guidelines for the first time we were counseled by WSDOT to seek help from an experienced party to train our staff. This contract with Parametrix will be used to help train our staff to complete Phase 2 as well as future Federally funded projects. The contract also addresses some design services during construction of the project as well.

Attachments: Resolution #2019, Map, Contract

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$2,100,000	\$34,848		\$2,065,152
Budget Explanation: 302.000.017.595.61.65.00 Const Capital - Saferoute Sidewalk/Trail			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 05 Apr 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____
Meeting Date(s): _____ **Tabled To Date:** _____

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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Action Item #2

COMMUNITY DEVELOPMENT COMMITTEE

DATE: 05 April 2010

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Motion to approve the contract with Parametrix for Phase 1 Construction Management Services for the 192nd Sidewalks portion of the Fennel Creek Trail Project. The Fennel Creek Trails Project will be constructed in two phases. Phase 1 will address sidewalks and drainage along 192nd Avenue East from 104th Street East (Bonney Lake High School) to approximately Rhodes Lake Road. Phase 2 will address a trail connecting the Phase 1 effort to Angeline Road. This project has Federal funding attached to the effort, with the complexity of managing a Federally funded project in accordance with the WSDOT Local Agency Guidelines for the first time we were counseled by WSDOT to seek help from an experienced party to train our staff. This contract with Parametrix will be used to help train our staff to complete Phase 2 as well as future Federally funded projects. The contract also addresses some design services during construction of the project as well.

ORDINANCE/RESOLUTION: 2019

REQUEST OR RECOMMENDATION BY ORIGINATOR:

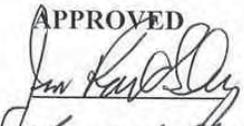
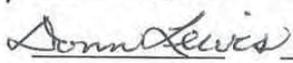
ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR _____
CITY ATTORNEY _____

<u>2010 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$2,100,000	\$2,100,000	\$34,848	\$2,065,152

Explanation:

302.000.017.595.61.65.00 Const Capital – Safe route Sidewalk/Trail

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	4-5-10		_____
Randy McKibbin	4-5-10		_____
Donn Lewis	4-5-10		_____

COMMITTEE COMMENTS: _____

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

Please schedule for City Council Meeting date of: April 13, 2010
Consent Agenda: Yes No

RESOLUTION NO. 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH PARAMETRIX FOR CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION OF PHASE 1 OF THE FENNEL CREEK TRAIL AND 192ND SIDEWALKS 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 applied for and received a grant from WSDOT to partially fund these improvements within the city's limits;

Whereas, the City Council of the City of Bonney Lake agreed on September 23, 2008 to retain the services of Parametrix to design the sidewalk portion of this project along and around 192nd Avenue East for Phase 1 of this two phase effort; and

Now therefore, be it resolved; The City Council of the City of Bonney Lake, Washington, do hereby authorize the Mayor to sign the agreement with Parametrix for construction management services for Phase 1 of the Fennel Creek Trail and 192nd Sidewalks Project, attached hereto and incorporated herein by this reference.

PASSED by the City Council this 13th day of April, 2010.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Phase 1 of the Fennel Creek Trail and 192nd Sidewalks Project



Legend

Ortho - AerialExpress 2009 (1 foot)

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.



Supplemental Agreement Number <u>2</u>		Organization and Address Parametrix, Inc. 1231 Fryar Avenue PO Box 460 Sumner, WA 98390-1516 Phone: 253-863-5128	
Original Agreement Number N/A			
Project Number 214-1611-027	Execution Date	Completion Date 12/31/2010	
Project Title Fennel Creek Trail & 192nd Avenue East Sidewalks	New Maximum Amount Payable \$ 366,827.00		
Description of Work Phase 1 of the Fennel Creek Trail and 192nd Avenue East Sidewalks project will soon be advertised by the City of Bonney Lake. The attached scope of services provides for training of City staff to perform construction administration in accordance with the WSDOT Local Agency Guidelines and for design services during construction of the project.			

The Local Agency of City of Bonney Lake
desires to supplement the agreement entered into with Parametrix, Inc.
and executed on 9/23/2008 and identified as Agreement No. N/A

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit A, Scope of Work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: The time for completion is now December 31, 2010.

III

Section V, PAYMENT, shall be amended as follows:

See Exhibit B, Budget Summary. (Original agreement - \$290,999; Supplement No. 1 - \$40,980; Supplement No. 2 - \$34,848. The new total is \$366,827.

as set forth in the attached Exhibit ~~X~~, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Parametrix, Inc.


Consultant Signature

By: City of Bonney Lake

Approving Authority Signature

Date

EXHIBIT A – SCOPE OF WORK

City of Bonney Lake Fennel Creek Trail and 192nd Sidewalks – Phase 1 CM Services

PROJECT OVERVIEW

Phase 1 of the Fennel Creek Trail and 192nd Sidewalks Project will be advertised by the City of Bonney Lake. The following scope of services provides for training of City Staff to perform construction administration in accordance with the WSDOT Local Agency Guidelines and for design services during construction of the project.

SCHEDULE

Construction of Phase 1 is anticipated to begin in the spring of 2010. The Contract Documents provide the Contractor with 90 consecutive working days from the notice to proceed. For the purposes of providing the City with a reasonable estimate of funds necessary to complete this scope of services, we have assumed the project will be completed within 6 months of receiving the notice to proceed.

PHASE 1 – SERVICES DURING CONSTRUCTION

Task 1 – Project Management and QA/QC

Goal: To provide the tools for continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by the City.

Assumption(s): A 6-month project schedule is assumed.

Deliverable(s):

- Miscellaneous correspondence to document project management issues.
- Monthly Progress Reports and invoices.
- QA/QC of project deliverables.

Task 2 – Training

Goal: To provide training to City staff on documentation and controls of project funded by FHWA and administered by WSDOT in accordance with the Local Agency Guidelines.

Assumption(s): A total of 16 hours has been budgeted for Training at our Parametrix Sumner East Office.

Approach:

Subtask 2.1 – Project File

Parametrix will assist the City in setting up a project file that City staff will prepare and use to support their documentation of the project during an audit by WSDOT and FHWA.

Subtask 2.2 – Training

Parametrix will provide up to 16 hours of training for assigned staff to complete appropriate project controls and documentations. Training may include:

Documentation Training:

- Materials acceptance and quality control.
- Change order processing.
- Requests for information and requests for change.
- Preparation of progress payments.
- Weekly statement of working days.
- Punch list documentation.

Construction Observation Training:

- Training on the preparation of documentation required by WSDOT to include: field books, field test records, project diaries, invoices for materials delivered, traffic control documentation, quantity-by-weight tickets, truck measure documentation, pay item calculations, density testing records, and bills of lading for materials received.
- Coordinate with the Contractor to report progress each week based on the approved progress schedule and the Contractor's work efforts. Review the initial Contractor's schedule for completeness, constructibility, time for completion, and potential claims.

Task 3 – Design Services During Construction

Goal: To provide current contract documentation for advertisement and design engineering support during the construction phase of the project.

Assumption(s): A total of two change orders and an additional 40 hours for technical engineering support has been budgeted for design services during construction.

Approach:

Subtask 3.1 – Update Contract Documents to 2010 WSDOT Standard Specifications

Parametrix will review the current contract documents and revise the contract documents for consistency with the 2010 WSDOT Standard Specifications for Road, Bridge and Municipal Construction as required by WSDOT for project advertised after April 1, 2010.

Subtask 3.2 – Services During Advertisement

Requests for Information and Bid Addenda: Parametrix will respond to phone calls and emails from the City and/or contractors during the advertisement period. All communication will be documented, and any responses will be documented for distribution by the City to each plan holder.

If necessary, bid addenda will be prepared by Parametrix. Bid addenda will include a bid addenda form as approved by the City and attachments that may include: letters, reports, plans, or calculations as deemed appropriate. For budgeting purposes, it has been assumed that two bid addenda will be necessary.

Subtask 3.3 – Design Support Services

Parametrix will provide technical interpretations of the drawings, specifications, and contract documents and evaluate requested deviations from the approved design or specifications. Parametrix will develop design documentation for use by the City in preparing change orders and provide technical assistance to negotiate the change orders.

Parametrix will provide supplemental drawings and/or details, if requested by the City, to clarify design intent.

Parametrix will provide support to the City for approval of materials for use on the project.

Deliverable(s):

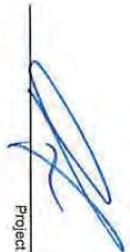
- Plans and/or detail drawings for use by the City in preparing Change Orders (2 Change Orders assumed for budgeting).
- Supplemental drawings and/or details as requested by the City.

**Exhibit B - City of Bonney Lake
Fennel Creek Trail and 192nd Ave Sidewalks**

BUDGET SUMMARY

Phase No.	Task No.	Description	Rates		Expenses	Expense Mark-up	Subcontractants	Sub Mark-up	Sub Totals	Total	
			Labor Amount	Inflation Adjustment							
4	1	CM Services	\$3,043	75.0%	\$90	4.0%			\$1	\$3,163	
4	2	Project Management & QA/QC	\$3,356	3.5%	\$29				\$4	\$3,999	
4	3	Design Svcs During Construction	\$2,943		\$75				\$3	\$3,047	
4	3.1	Update Contract to 2010 Specs	\$3,869		\$75				\$3	\$3,991	
4	3.2	Services During Advertisement	\$15,661		\$137				\$6	\$15,999	
4	3.3	Design Support Services					\$2,500		\$100	\$2,600	
Additional Geotechnical Work											
TOTAL			\$28,872	\$253	\$985	\$39	\$2,500	\$100	\$2,600	\$32,750	
										Fee Amt (21%)	\$2,098
										Total Contract	\$34,848

Signatures


Project Manager - Date 4/2/10


Division Manager - Date 4/2/10

N/A
Principal - Date

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

<u>Department / Staff Contact:</u> PW / Dan Grigsby-PW Director	<u>Workshop / Meeting Date:</u> 13 Apr 2010	<u>Agenda Bill Number:</u> AB10-55
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2022	<u>Councilmember Sponsor:</u>

Agenda Subject: Award the 2010 Street Striping and Pavement Markings Professional Services Agreement to Stripe Rite, Inc.

Proposed Motion: A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a Professional Services agreement with Stripe Rite, Inc. for the 2010 Street Striping and Pavement Markings Project.
Motion to approve Professional Services agreement with Stripe Rite, Inc. for Striping and Pavement Markings throughout City streets.

Administrative Recommendation:

Background Summary: The City of Bonney Lake solicited invitation to quote's, off the Small Works roster for the street striping from 3 vendors, to re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edge line and re-mark existing Stop Bars, Cross Walks, Turn Arrows and Legends in thermo-plastics
The apparent lowest quote was Stripe Rite in the amount of \$14,838.50. The 2 other quotes were Apply-A-Line- \$18,258 and Roadrunner Striping \$21,384.12.
Attachments:
Resolution #20022
Quote Tracking Results
Stripe Rite Inc bid sheet (quote)
Invitation to Quote and Specifications Agreement

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$22,000	\$14,838.50	\$14,838.50	\$7,176.50
Budget Explanation: 001.042.542.10.041.28 Road and Street Maintenance, Professional Services, Street Striping and Pavement Markings.			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 05 Apr 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

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

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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COMMUNITY DEVELOPMENT COMMITTEE

Action Item #3

DATE: April 5, 2010

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Motion to approve Professional Services agreement with Stripe Rite, Inc. for Striping and Pavement Markings throughout City streets.

The City of Bonney Lake solicited invitation to quote's, off the Small Works roster for the street striping from 3 vendors, to re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edge line and re-mark existing Stop Bars, Cross Walks, Turn Arrows and Legends in thermo-plastics

The apparent lowest quote was Stripe Rite in the amount of \$14,838.50. The 2 other quotes were Apply-A-Line- \$18,258 and Roadrunner Striping \$21,384.12.

ORDINANCE/RESOLUTION: 2022

REQUEST OR RECOMMENDATION BY ORIGINATOR:

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

<u>2010 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$22,000.00	\$22,000.00	\$14,838.50	\$7,176.50

Explanation:

001.042.542.10.041.28 Road and Street Maintenance, Professional Services, Street Striping and Pavement Markings.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	4-5-10	<i>James Rackley</i>	_____
Randy McKibbin	4/5/10	<i>Randy McKibbin</i>	_____
Donn Lewis	4-5-10	<i>Donn Lewis</i>	_____

COMMITTEE COMMENTS: _____

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

Please schedule for City Council Meeting date of: April 13, 2010
Consent Agenda: Yes No

RESOLUTION NO. 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH STRIPE RITE INC FOR THE 2010 STREET STRIPING AND
PAVEMENT MARKINGS PROJECT.**

Whereas, the City of Bonney Lake solicited an Invitation to Quote from our Small Works Roster for 2010 Street Striping and Pavement Markings on March 19, 2010; and

Whereas, the City has received 3 quotes for the 2010 Street Striping and Pavement Markings project and has determined the lowest responsible quote for this contract was received from Stripe Rite Inc. in the amount of \$14,838.50; and

Whereas, sufficient funds are available in the Street Fund budget; and

Whereas, the City Council finds that it is in the public interest that this project be carried out at this time;

Now therefore, be it resolved;

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement to award this contract to Stripe Rite Inc. in the amount of \$ 14,838.50.

PASSED by the City Council this 13th day of April, 2010.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Quote Tracking

Date of quote opening: **5-Mar-10**

Department: **STREET**

Contact Person: **Steve Willadson, Public Works Lead**

Budgeted Amount:
\$ 22,000.00
Striping & Markings

Quote Description:		2010 Street Striping/		Pavement Markings:	
Quote Package		Vendors Quotes:		Purchase Order #	
Delivered:	Returned:	<u>Co. Rep.</u>			
3/3/2010		Larry	Stripe Rite Inc. (253) 863-2987		
2/26/2010		David	Apply-A-Line Inc. (253) 735-3232		
3/1/2010		Randy	Roadrunner Striping (253) 535-5153		
Quote Submitted					
<u>Yes</u>	<u>No</u>				
		Larry	Stripe Rite Inc. (253) 863-2987		
		David	Apply-A-Line Inc. (253) 735-3232		
		Randy	Roadrunner Striping (253) 535-5153		
Quantity	Quote	Units	Item Description	Vendor	Quote
1	\$ 13,776.50	235,330 L FT	Re-stripe existing city streets	<i>Stripe Rite Inc</i>	\$ 13,776.50
1	\$ 912.00	114 Lin Feet	2 Crosswalks, 3 Stop Bars		\$ 912.00
1	\$ 150.00	EA	1 Legend		\$ 150.00
1	\$ 17,191.00	235,330 L FT	Re-stripe existing city streets	<i>Apply-A-Line Inc</i>	\$ 17,191.00
1	\$ 737.00	114 Lin Feet	2 Crosswalks, 3 Stop Bars		\$ 737.00
1	\$ 330.00	EA	1 Legend		\$ 330.00
1	\$ 20,354.92	235,330 L FT	Re-stripe existing city streets	<i>Roadrunner Striping</i>	\$ 20,354.92
1	\$ 779.20	114 Lin Feet	2 Crosswalks, 3 Stop Bars		\$ 779.20
1	\$ 250.00	EA	1 Legend		\$ 250.00

Bold = Low Bid

Stripe Rite Inc	Bid Subtotal	\$ 14,838.50
	Total	\$ 14,838.50
<i>Apply-A-Line Inc</i>	Bid Subtotal	\$ 18,258.00
	Total	\$ 18,258.00
<i>Roadrunner Striping</i>	Bid Subtotal	\$ 21,384.12
	Total	\$ 21,384.12
N/A	Bid Subtotal	
	Total	\$

Exhibit A



**City of Bonney Lake
Small Public Works Project
Prevailing Wages are required to be paid**

Invitation to Quote
Date: Feb. 26, 2010

The City of Bonney Lake is accepting bids for a Small Public Works Project. As a contractor on our Small Works Roster, you are invited to submit a quote on this project.

Project Title: 2010 Street Striping/Pavement Marking

Scope of Work:

Re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edgeline, and double coat chip sealed streets. Attached spreadsheets are highlighted according to the type of striping required for that particular street.

Re-mark existing Stop Bars, Cross Walks, Turn Arrows and Legends in thermo-plastic. Attached spreadsheets are highlighted according to the type of pavement markings required for that particular street.

- Markings must conform to DOT specifications, section 8 - 22.
- Traffic control will be provided by the contractor.
- Contractor will notify the City two weeks in advance of starting work.
- Markings will be applied to the following approximate footage (see attached spread sheets).

Please see enclosed: Bid sheet, Striping/Pavement Marking specifications, Striping Quantities, Pavement Marking Quantities and the City of Bonney Lake road section map.

Date Proposals are requested: 3:00 p.m. Friday, March 19, 2010.

If you are interested in submitting a quote on this project please return packets to Triss Weber at 19306 Bonney Lake Blvd. If you have any questions please contact Steve Willadson at (253) 261-5224.

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

Exhibit B



**City of Bonney Lake
Small Public Works Project
Bid Sheet**

Company Name: Stripe Rite Inc
Address: 1813 137th Ave E
Sumner WA 98390
Phone Number: 253-833-0484
Fax Number: 253-863-3120
Contact Name: Dave Stetson

Project Title: 2010 Street Striping/Pavement Marking

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

Schedule: Work shall be completed within 60 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Item	Description	Qty (Approx.)	Unit	Unit Price	Extended Price
1	Skip CL	17.3 (91,607 LF)	Miles	\$180.00	\$3,114.00
2	SP/SDCL	2.9 (15,236 LF)	Miles	\$450.00	\$1,305.00
3	DBL CL	4.4 (22,968 LF)	Miles	\$530.00	\$2,332.00
4	Edgeline	19.3 (101,690 LF)	Miles	\$335.00	\$6,465.50
5	Turn Lane (White)	0.7 (3,829 LF)	Miles	\$800.00	\$560.00
6	Stop Bars (12" wide)	44 Lin. Ft.	Lin. Ft.	\$8.00	\$352.00
7	Crosswalks (12" wide)	70 Lin. Ft.	Lin. Ft.	\$8.00	\$560.00

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

8	"25 MPH"	1 (EA)	Legend	\$ 150.00	\$ 150.00
ib-Total					\$ 14,838.50
Total Bid					\$ 14,838.50

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

2010 Striping List

Updated 02/05/2010

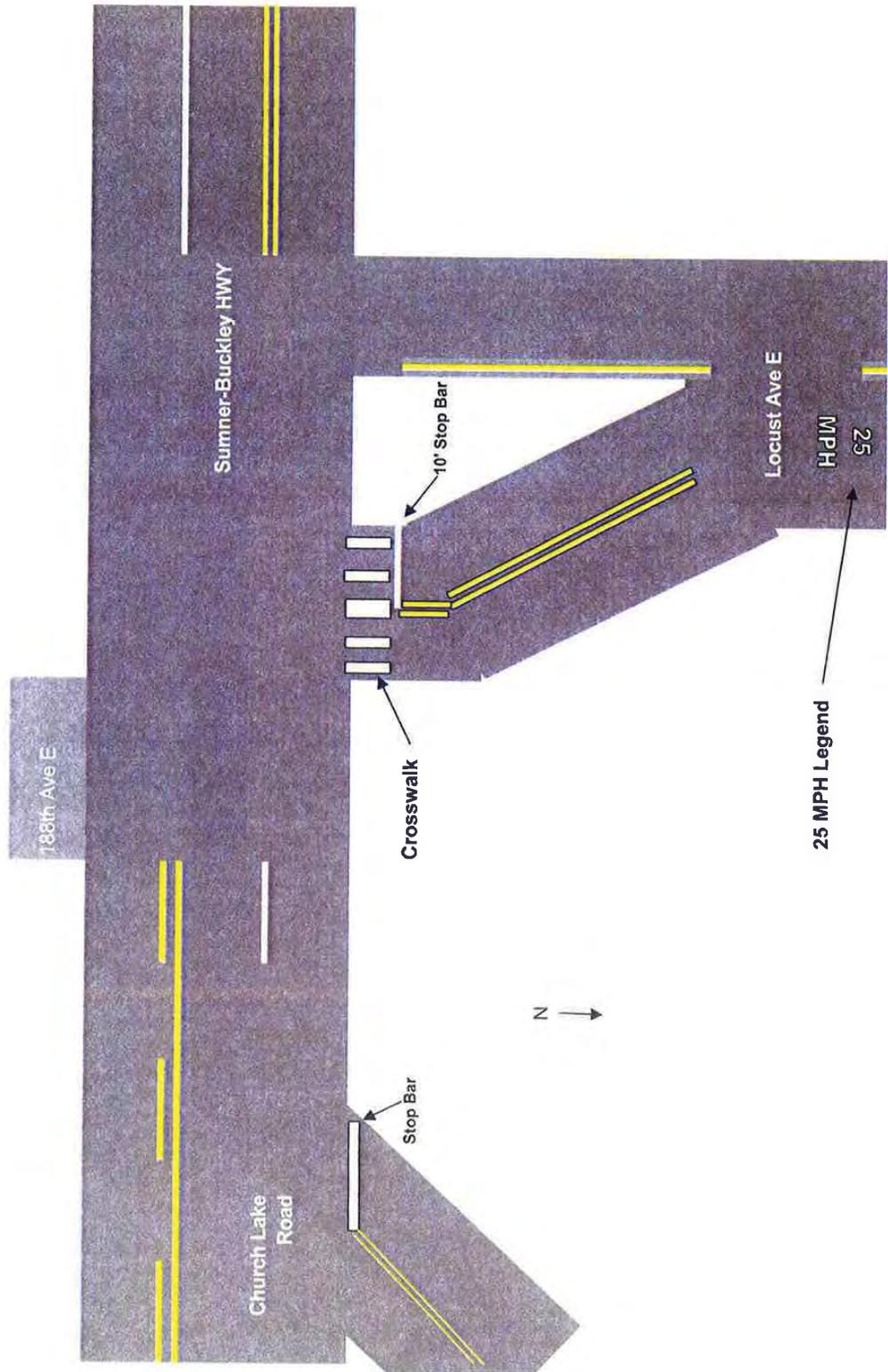
Stripe Date	# Streets Striped	GEO SECTION	2010 ROAD NAME/NUMBER	Road WIDTH	Functional CLASS	Road Length	Skip Centerline	Skip	Double Centerline	D=LX2 EDGELINE	Solid White Turn Lane	STRIPING TOTAL
Brown												
		101	64th ST E	21	Local Access	1000						0
		102	207th Ave E (SECTION 1)	21	Local Access	1600						0
		103	60th ST E	21	Local Access	1337						0
		106	CASCADE DRIVE	21	Local Access	1976						0
	1	107	SO. ISLAND DR	21	Local Access	4191	4191					4191
	1	112	NO. ISLAND DR.	21	Local Access	4552	4552					4552
		116	KELLY LAKE ROAD	36	Collector	273						0
			KELLY LAKE ROAD	22	Collector	1460						0
			KELLY LAKE ROAD	21	Collector	585				7260		10890
	1	138	VANDERMARK ROAD	21	Local Access	3630	3630					3630
	1	140	CHURCH LAKE DR.	21	Local Access	5111	5111			10222		15333
			CHURCH LAKE DR.	21	Local Access	3393						0
		143	71st ST E	21	Local Access	1466						0
	1	150	WEST TAPPS HWY Dr. E	21	Local Access	1815	1815					1815
	1	153	195th AVE E	20	Local Access	2463	2463					2463
	1	154	56th ST E	20	Local Access	446	446					446
	1	155	WEST TAPPS Dr. E	20	Local Access	275						0
	1	158	56th ST E (CAUSEWAY)	21	Local Access	1247	1247			2200		3447
	8	Streets	TOTAL Lin. Ft of Striping-SECTION 1			36820	23455	0	0	19682	0	43137
	1	201	SO TAPPS DR E	21	ARTERIAL	1225			1225	2450		3675
	202	Streets	WEST TAPPS HIGHWAY (SECTION 2)			4585			0	0		0
			WEST TAPPS HIGHWAY	21	ARTERIAL	1383						0
	1	203	64TH ST E (2)	21	Local Access	1025	1025					1025
	1	211	65TH ST E	24	Local Access	3020	3020					3020
	1	212	185TH AVE E (2)	24	Local Access	635	635					635
	1	213	193RD AVE E (2)	20	Local Access	1263	1263					1263
	1	214	68TH ST EAST	20	Local Access	3621						0
	1	217	188TH AVE E (2)	16	Local Access	1112						0
	1	218	BONNEY LAKE BLVD	24	Collector	3823	3781		50	7646		11477
			BONNEY LAKE BLVD	20	Collector	1916	1916					1916
	1	219	193RD AVE EAST	20	Local Access	1185						0
	1	220	McGHEE DRIVE	24	Local Access	2322	2322					2322
	1	221	185TH AVE EAST (2)	20	Local Access	1120	1120					1120
	1	223	181ST AVE E (2)	20	Local Access	823	823		823	1646		2469
	1	224	70TH ST EAST	20	Local Access	1030	1030		1030	2060		3090
	1	226	182ND AVE E (2)	24	Local Access	746	746					746
	1	227	62ND ST E	24	Local Access	2284	2284					2284
	12	Streets	TOTAL Lin. Ft of Striping-SECTION 2			33118	18112	0	3128	13802	0	35042

2010 Striping List

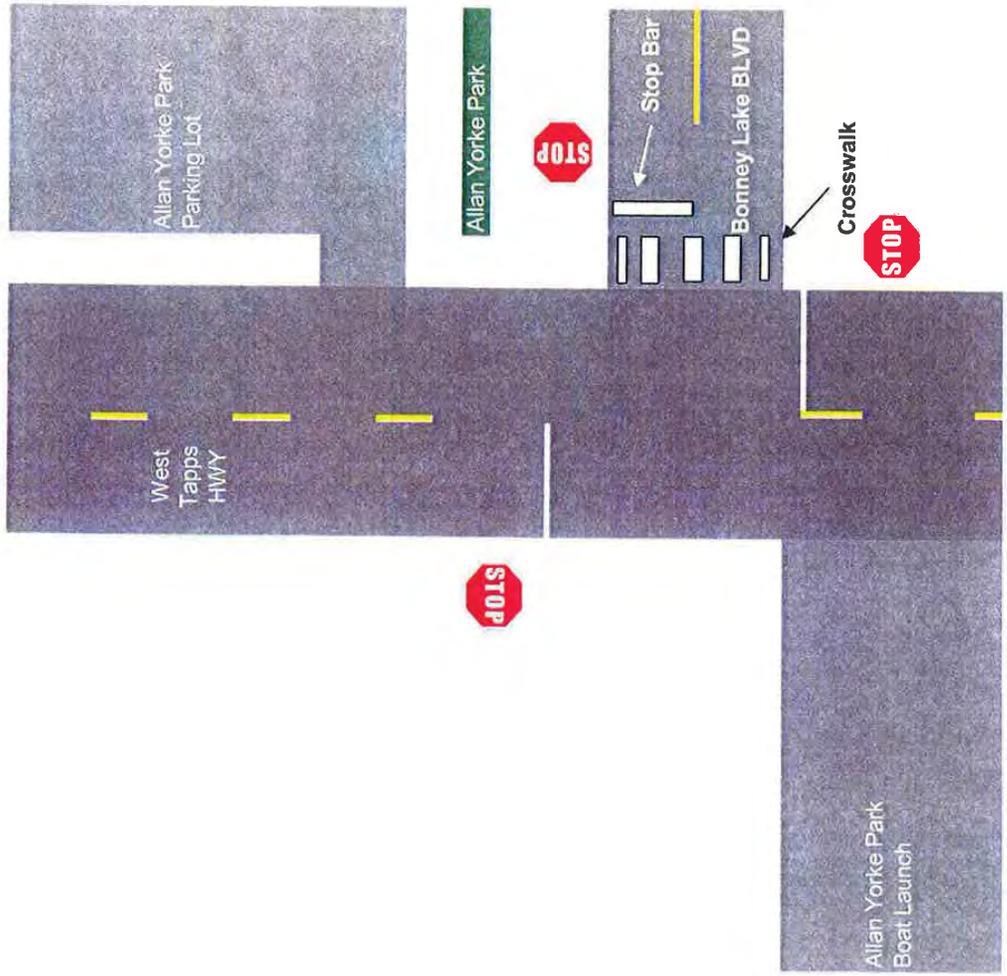
Updated 02/05/2010

Stripe Date	# Streets Striped	GEO SECTION	ROAD NAME/NUMBER	ROAD WIDTH	Functional CLASS	Road Length	Skip Centerline	Skip/Solid Double Centerline	Double Centerline	D=LX2 EDGE LINE	Solid White Turn Lane	STRIPING TOTAL
			Reconstruction (Striping in contract)									
			Overlay (Striping in contract)									
			Chip Seal (Requires 2 Coats)									
			Seal Coat (No striping required)									
			Leaky Watermain (Striping in contract)									
			New Annexation or Development									
Brown			ANGELINE ROAD	36	Collector	250			250			250
	1	475	PANORAMA BLVD	24	ARTERIAL	3347						3347
	1	476	176th AVE E	24	Collector	2620						2012
	1	4114	184TH AVE E (4) MAIN STREET	24	Collector	2600						0
	1	New 08	MAIN STREET	39	Collector	776						0
	1	4119	SKY ISLAND DRIVE	52	ARTERIAL	565						0
			SKY ISLAND DRIVE	42	ARTERIAL	675						0
			SKY ISLAND DRIVE	28	ARTERIAL	1320						0
	1		SKY ISLAND DRIVE	24	ARTERIAL	3555	904		2561			3465
			SKY ISLAND DRIVE	40	ARTERIAL	200			200			285
	1	4139	181st AVE EAST	22	Local Access	1680	1680					1680
	1	4140	192ND AVE EAST (4)	21	Local Access	2182	2182					2182
	1	4141	SUMNER-BUCKLEY HWY	36	ARTERIAL	2477		4954		4954	100	10008
			SUMNER-BUCKLEY HWY	24	ARTERIAL	1238			1584	2476	100	4160
	13	Streets	TOTAL Lin. Ft of Striping-SECTION 4			43556	15561	11413	15231	37289	3285	82779
	1	501	192ND AVE E	60	Collector	200		200			50	250
			192ND AVE E	38	Collector	1623		1623			100	1723
	1	502	198TH AVE E (SECTION 5)	36	ARTERIAL	440			440		244	684
			198TH AVE E (SECTION 5)	24	ARTERIAL	1235						0
	1	506	208TH AVE E (5)	21	Local Access	1815	1815					1815
	1	507	210TH AVE E	20	Local Access	200	200					200
	1	529	214th AVE E	48	ARTERIAL	2230		1850	230	5510	75	7665
	1		214th AVE E	48	ARTERIAL	150		150	150	150	75	525
	1	538	233rd AVE E	21	Local Access	1450	1450					1450
	6	Streets	TOTAL Lin. Ft of Striping-SECTION 5			9143	3465	3823	820	5660	544	14312

BL BLVL Locust Ave



BL BLVD - Locust Ave





**City of Bonney Lake
Small Public Works Project
Bid Sheet**

Company Name: Apply-A-Line Inc
 Address: 175 Roy Rd SW Bldg C
Pacific Wa 98047
 Phone Number: 253-299-1200
 Fax Number: 253-299-1280
 Contact Name: David McClellan

Project Title: 2010 Street Striping/Pavement Marking

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

Schedule: Work shall be completed within 60 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Item	Description	Qty (Approx.)	Unit	Unit Price	Extended Price
1	Skip CL	17.3 (91,607 LF)	Miles	\$ 200.00	\$ 3460.00
2	SP/SDCL	2.9 (15,236 LF)	Miles	\$ 700.00	\$ 2030.00
3	DBL CL	4.4 (22,968 LF)	Miles	\$ 725.00	\$ 3190.00
4	Edgeline	19.3 (101,690 LF)	Miles	\$ 400.00	\$ 7720.00
5	Turn Lane (White)	0.7 (3,829 LF)	Miles	\$ 1130.00	\$ 791.00
6	Stop Bars (12" wide)	44 Lin. Ft.	Lin. Ft.	\$ 8.00	\$ 352.00
7	Crosswalks (12" wide)	70 Lin. Ft.	Lin. Ft.	\$ 5.50	\$ 385.00

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

8	"25 MPH"	1 (EA)	Legend	\$ 330.00	\$ 330.00
ib-Total					\$ 18258.00
Total Bid					\$ 18258.00

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391



**City of Bonney Lake
Small Public Works Project
Bid Sheet**

Company Name: Road Runner Striping Inc.
 Address: 10611 Canyon Rd E. # 122
Puyallup WA 98373
 Phone Number: 253-535-5153
 Fax Number: 253-535-6608
 Contact Name: Eben Erickson, President

Project Title: 2010 Street Striping/Pavement Marking

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

Schedule: Work shall be completed within 60 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Item	Description	Qty (Approx.)	Unit	Unit Price	Extended Price
1	Skip CL	17.3 (91,607 LF)	Miles	\$ 317.71	\$ 5,496.38
2	SP/SDCL	2.9 (15,236 LF)	Miles	\$ 577.92	\$ 1,675.96
3	DBL CL	4.4 (22,968 LF)	Miles	\$ 580.00	\$ 2,552.00
4	Edgeline	19.3 (101,690 LF)	Miles	\$ 527	\$ 10,171.10
5	Turn Lane (White)	0.7 (3,829 LF)	Miles	\$ 656.40	\$ 459.48
6	Stop Bars (12" wide)	44 Lin. Ft.	Lin. Ft.	\$ 8.80	\$ 387.20
7	Crosswalks (12" wide)	70 Lin. Ft.	Lin. Ft.	\$ 5.60	\$ 392.00

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

8	"25 MPH"	1 (EA)	Legend	\$ 250.00	\$ 250.00
ib-Total					\$ 21,384.12
Total Bid					\$ 21,384.12

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 13th day of April, 2010, by and between the City of Bonney Lake ("City") and Stripe Rite, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this

section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the

City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

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

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

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the 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.

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.

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

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

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

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

CONSULTANT - *Stripe Rite Inc*

By: _____
Neil Johnson Jr., Mayor

By: 
Steven M. Bakeman, President

Attachments:

Exhibit A: Scope of Work

Exhibit B: City of Bonney Lake Small Public Works Bid Sheet

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.

RESOLUTION NO. 2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SURPLUS PROPERTY IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN BLMC 2.70.100.

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the vehicles and equipment listed in Exhibit "A" are surplus to the City's needs and hereby authorizes the mayor to dispose of said property through the State's General Administration surplus program or as otherwise provided by Ordinance

PASSED by the City Council this 13th day of April 2010.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Exhibit A--Vehicle Surplus List for Resolution 2021

x	Vehicle Type	Fork Lift
x	Make	Toyota
x	VIN/Serial#	FGH2010019
x	Odometer	N/A
x	Tag#	N/A
	Budget Code	
x	Department	Public Works
x	Year	approx 1970
x	Model	FGH20
	License	
	Equipment #	22
	Estimated Value	\$ 500

Notes:
Needs trailer for transport to GSA

x	Vehicle Type	Dumptruck
x	Make	GMC
x	VIN/Serial#	THV735V597045
x	Odometer	251834
x	Tag#	D29450
	Budget Code	
x	Department	Public Works--Street
x	Year	1975
x	Model	7500
	License	
	Equipment #	85
	Estimated Value	

Notes:
Title Available. Runs

x	Vehicle Type	Van
x	Make	Chevrolet
x	VIN/Serial#	1GTEG25Z5K7512335
x	Odometer	101143
x	Tag#	06413D
	Budget Code	
x	Department	Public Works--Sewer
x	Year	1989
x	Model	Vandura 2500
	License	
	Equipment #	89
	Estimated Value	

Notes:
Title Available. Runs

x	Vehicle Type	Dumptruck
x	Make	GMC
x	VIN/Serial#	THV735V597048
x	Odometer	106558
x	Tag#	D34213
	Budget Code	
x	Department	Public Works--Streets
x	Year	1975
x	Model	7500
	License	
	Equipment #	88
	Estimated Value	

Notes:

Title Available. Does not run reliably
Needs trailer for transport. Bed loaded with lights.

x	Vehicle Type	Police Boat
x	Make	Boston Whaler 21'
x	VIN/Serial#	BWCJA287L394
x	Odometer	1022 hrs
x	Tag#	
	Budget Code	
x	Department	Police
x	Year	1994
x	Model	Outrage
	License	
	Equipment #	PD951
	Estimated Value	

Notes:

Motor make: Mercury
Motor model: 225XL Merc 06228924
Motor year: 1995
Certificate of Origin available

x	Vehicle Type	Police Boat Trailer
x	Make	EZ Loader
x	VIN/Serial#	1ZE1SJY28SA030707
x	Odometer	N/A
x	Tag#	
	Budget Code	
x	Department	Police
x	Year	1995
x	Model	TEZ 17-20/22
	License	
	Equipment #	PD 951A
	Estimated Value	

Notes:

Certificate of Origin available

x	Vehicle Type	Generator & Trailer
x	Make	Cummings 4cyl
x	VIN/Serial#	786185
x	Odometer	317 hrs
x	Tag#	N/A
	Budget Code	
x	Department	Public Works--Sewer
x	Year	approx 1986
x	Model	4BT3-96C
	License	04018D
	Equipment #	76
	Estimated Value	\$ 1,000

Notes:

Purchased with grant in the 1980s.
Parts no longer available.
Generator mounted on trailer
Motor will be surplus as well.
VIN/Serial for generator: 189624-6982-1

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

<u>Department / Staff Contact:</u> CS / Gary Leaf	<u>Workshop / Meeting Date:</u> 13 Apr 2010	<u>Agenda Bill Number:</u> AB10-50
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2020	<u>Councilmember Sponsor:</u>

Agenda Subject: Concession Stand Contract

Proposed Motion: AB10-50 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Bonney Lake Community Resources (Bonney Lake Food Bank) To Operate The Concession Stand At Allan Yorke Park For May 2010 Until April 2011.

Administrative Recommendation: Approve

Background Summary: Staff recommends approving renewal of the concession stand for 2010-2011. Bonney Lake Community Resources (the Bonney Lake Food Bank) also intends to operate the summer lunch program again this year. Terms and conditions are the same as last year's agreement. The proposal is to allow the Food Bank to continue using this facility at no cost to them because they are providing a public service..

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
N/A	N/A	N/A	N/A
Budget Explanation: No budget impact			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 13 Apr 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 13 Apr 2010	Tabled To Date:

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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RESOLUTION NO. 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH BONNEY LAKE COMMUNITY RESOURCES (BONNEY LAKE FOOD BANK) TO OPERATE A COMMUNITY GARDEN ON CITY PROPERTY FROM MAY 2010 UNTIL APRIL 2011.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached hereto and incorporated in "Attachment A."

PASSED by the City Council this 13th day of April, 2010.

Mayor Neil Johnson, Jr.

AUTHENTICATED:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

**CONCESSION AGREEMENT
FOR A FOOD CONCESSION STAND
AT ALLAN YORKE PARK**

This Agreement, by the City of Bonney Lake, Pierce County, Washington, hereinafter called the City, and **Bonney Lake Community Resources**, Sole Proprietor, hereinafter called Concessionaire, is made on the following terms and conditions:

Concessionaire has applied for permission to operate a concession stand at Allan Yorke Park located within the City of Bonney Lake, Washington; and

Concessionaire has the necessary experience and personnel, and is willing to enter into this Agreement to operate said concession; and

The City desires to permit operation of concessions at said park which are consistent with and in furtherance of the public's use and enjoyment of the park;

Witnesseth, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. Grant, Term, and Operation of Concession

1.1 The City, acting pursuant to its vested authority, grants to Concessionaire, for the term and upon the conditions and provisions hereafter specified the right and privilege to operate and maintain a concession stand at Allan Yorke Park.

This grant is expressly conditioned on operation of a concession that is consistent with and in furtherance of the public's use and enjoyment of the park.

1.2 The term of the concession shall be from **May 1, 2010** , to **April 30, 2011**. Concessionaire shall notify the City, in writing, at least 90 days prior to expiration of the term of this agreement, its desire to continue or cancel this contract for the next year. Renewal will be at the City's discretion. In the event of termination of this Agreement, for any reason, prior to the termination date specified in this section, no refund shall be made of any payment(s) already made pursuant to section 3.1 of this Agreement.

1.3 Concessionaire agrees to operate the concession stand for this term, and to supply the food and personnel necessary to operate the concession stand to properly serve the public. The minimum services to be provided are more specifically described in the following articles. Concessionaire shall operate or conduct no other business activity within said City park unless specifically authorized to do so by the Bonney Lake City Council.

1.4 The concession will be operated out of the North end of the maintenance building in Allan Yorke Park.

1.5 Nothing herein contained shall be construed as making Concessionaire the agent of the City for any purpose or as authorizing or empowering Concessionaire to obligate or bind the City in any manner.

1.6 The Concessionaire shall work with the Community Services Director to develop options for nonprofit service clubs to participate in concession stand operation during special events.

II. Required Level of Concession Services.

2.1 At a minimum the following concession services shall be available at Allan Yorke Park:

(1) Hours of Operation shall generally be 10:00 AM till 8:00 PM on days when the park facilities are in use or other special times as deemed necessary by the City, from May 1, 2010 through September 8, 2010 and at other times of the year for special events. Additional hours may be made available upon City of Bonney Lake approval. Weekdays before school is out may have later openings.

(2) Food items available may include but are not limited to the following suggestions:

- (a) Cold Drinks
- (b) Coffee
- (c) Candy Bars
- (d) Ice Cream Bars and Popsicles
- (e) Popcorn
- (f) Hot Dogs
- (g) Cheese Nachos

(h) Sandwiches

(3) A statement of daily hours of operation during the month with daily weather conditions noted to be submitted to the City at the end of each month.

III. Responsibilities of Concessionaire

3.1 Concessionaire shall keep adequate records and make those records available to the City for purposes of verifying the gross revenue. Concessionaire shall furnish a statement of gross revenue and expenditures to the City by September 30, 2010. Concessionaire hereby authorizes the Tax Division of the State of Washington to release to the City of Bonney Lake, a statement of receipts from sales and services made at this concession as filed during the period of this contract.

3.2 Concessionaire agrees to provide the "Required Level of Concession Services" as outlined in Article II of this agreement.

3.3 Concessionaire agrees to acquire and maintain all licenses, permits, and certifications necessary for the operation of the aforementioned concession stand. The Concessionaire shall furnish the City copies of all required licenses and permits before beginning operation and those which may be required during the period of the contract after beginning operation. However, the City will obtain "Site Plan" approval from the State of Washington Department of Health.

3.4 Concessionaire agrees to provide adequate personnel to maintain and operate the concession stand.

3.4 Concessionaire agrees to maintain the concession stand and all grounds within 75 feet in a neat, clean, sanitary and safe condition.

3.5 Concessionaire agrees that all personnel will be required to and will comply with the "General Rules and Standards for Visitor Services" attached hereto and identified as Addendum "A" to this contract. The "General Rules and Standards for Visitor Services" are hereby made a part of this contract.

3.6 Concessionaire agrees to purchase and maintain a Liability insurance policy from an insurance company licensed in Washington and rated with AM Best no lower than a B+ in the amount of \$1,000,000.00, and to hold the City harmless, defend, and indemnify it from any accidents, injuries or claims of any kind resulting from Concessionaire's operations. Concessionaire agrees to include the City as a co-insured on the insurance policy required above in this paragraph. Concessionaire shall provide a certificate of insurance to the City.

3.7 Concessionaire will be responsible for all costs associated with the installation, maintenance, and removal of propane gas tanks and connections to the existing facilities. The City reserves the right to give final approval for use of propane gas and to require its removal.

3.8 Concessionaire shall not erect any sign on the concession premises or in the vicinity thereof without obtaining the advance written approval of the City.

3.9 Concessionaire shall strictly obey all laws of the State of Washington and all Ordinances of the City of Bonney Lake, and will not allow the violation of any of these laws, or ordinances by any other party on or adjacent to the premises in which this concession is operated.

3.10 City shall make available for the Concessionaire's use any equipment on the premises and listed in the inventory list attached hereto as Exhibit "C" and which by reference is incorporated herein. Concessionaire shall be responsible for maintenance, repair and replacement of City owned equipment at the Concessionaire's sole expense. Said City owned equipment shall be maintained in good operating condition. Any equipment not specified on the "Site Plan", approved by DOH, shall be prohibited from use in the operations of the Concession Stand.

IV. Non-Discrimination Policy

4.1 Concessionaire agrees that in all hiring or employment made possible or resulting from this Agreement:

(1) There shall be no discrimination against any employee or applicant for employment because of sex, age, race color, creed, national origin, marital status, veteran status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) No person shall be denied, or subjected to discrimination in receipt of, the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), veteran status, marital status, or the presence of any sensory, mental or physical handicap.

(3) Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the Agreement by the parties and may result in ineligibility for further agreements.

V. Termination by City

5.1 If, in the judgment of the Mayor, the manner of operation of the concession or the quality of equipment or service does not meet the requirements of this Agreement, or if Concessionaire is in default of any other term of this Agreement, City shall give Concessionaire a written notice specifying the particulars of the unsatisfactory performance.

5.2 If Concessionaire fails or refuses to remedy such unsatisfactory performance or default within five (5) calendar days after receipt of such notice, the City may terminate this Agreement immediately. The decision of the Mayor on any such matter shall be final.

5.3 Notwithstanding the above, nonpayment of the concession fee or of any installment thereof five (5) calendar days after said fee is due shall be full justification for the City to take immediate possession of the concession and premises, and for immediate cancellation of this Agreement.

VI. Termination by Concessionaire

6.1 Concessionaire may terminate this Agreement by giving thirty (30) days written notice to City of such intention to terminate.

VII. No Assignment

7.1 Neither this Agreement nor any rights or privileges hereunder shall be assigned or sublet without the consent of the City. Consent to assignment shall not be unreasonably withheld by the City.

VIII. Surrender

8.1 Concessionaire shall immediately surrender possession of the premises to the City on the termination of this Agreement for any reason, and Concessionaire shall pay any costs or expenses incurred by the City to regain possession where Concessionaire fails to comply with this provision.

IX. Interpretive Provisions

9.1 The terms and conditions of this Agreement shall be binding on the parties hereto, their heirs, successors, administrators, and assigns, and shall be construed in accordance with the laws of the State of Washington.

9.2 TIME IS OF THE ESSENCE of this Agreement, and of each and every term, condition and provision herein.

9.3 The waiver by the City of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

9.4 Each term of this Agreement is material and breach by Concessionaire of any one of the terms herein shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the City.

9.5 If any term or provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision or persons or circumstances other than those as to which it is held invalid, or unenforceable, will not be affected and will continue in full force.

9.6 This Agreement contains the entire agreement between Concessionaire and the City of Bonney Lake and there are no promises, conditions, terms, obligations, statements, or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by all parties.

9.7 This Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit arising out of this Agreement shall be in Pierce County, Washington. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

ATTEST:

CITY OF BONNEY LAKE

Harwood T. Edvalson
City Clerk

Neil Johnson Jr.
Mayor

APPROVED AS TO FORM:

CONCESSIONAIRE

James J. Dionne,
City Attorney

Owner

ADDENUM "A"
GENERAL RULES AND REGULATIONS
FOR VISITOR SERVICES
CITY OF BONNEY LAKE

This concession agreement is made with the express agreement that the Concessionaire will comply with the following:

I. APPEARANCE

- a) Employees shall be neat, presentable and well-groomed at all times.
- b) Clothing must be clean at all times, properly fitted and properly buttoned.

II. IDENTIFICATION

- a) Employees shall wear name tags at all times. The name tags shall be supplied by the operator and must be worn in a readily visible location on the shirt/blouse/jacket.

III. ATTITUDE AND MANNERISMS

- a) All employees at all times must deal with the public in a professional, polite, courteous, patient and helpful manner.
- b) All employees shall reflect a general attitude to provide a positive public service, and to meet the needs and desires of the public, facility users and other staff.
- c) Profanity, vulgar or obscene language is not acceptable under any circumstances. Vulgar actions or actions which may be interpreted by the public as being obscene or inappropriate are also not acceptable under any circumstances.

IV. EMPLOYEE CONDUCT

- a) Smoking is not allowed in the service area or in the food preparation areas.
- b) Only authorized personnel shall be within restricted, non-public sections of a service facility or area.
- c) Employees shall not have friends or acquaintances congregate in the service area to converse for extended periods of time.
- d) The Concessionaire shall not permit any lewd or immoral conduct in or about the assigned space occupied by him.

V. OPERATIONS

- a) All facilities must reflect a high standard of cleanliness, positive image, and pride in the operation. During on duty hours, all employees shall pick up trash and cigarette butts, shall clean windows and floors, and shall do general house-keeping inside and in the immediate vicinity of the service facility.
- b) Proper signage shall be posted. Prices shall be posted and they shall be current.
- c) Signage shall be posted to inform the public of unusual circumstances, hazards, etc.
- d) Stock shall be maintained in sufficient quantity at all times.
- e) Damaged, dated merchandise and food items or unsuitable stock shall not be sold and shall be removed from shelves.
- f) All stock items, food or merchandise shall be of a standard acceptable to the public. Inferior goods shall not be sold.
- g) Staffing levels shall be adequate to handle the expected demand level. Additional staffing shall occur during peak user months, special events, etc.
- h) Employees shall maintain clean service areas at all times including counters, shelves, chairs, floors, equipment, etc. Employees conducting maintenance duties shall properly wash when returning to provide food service.
- i) Employees shall provide only factual information. Employees shall direct the public to other locations so that proper information can be gained.

Allan Yorke Park Concession Stand Proposal

Please return completed form to the City of Bonney Lake, no later than May 31, 2008

1. Company name or individual, address, phone number.

2. Experience; include experience of proposed staff that will operate the facility.

3. Proposed hours of operation.

4. Proposed menu and service items.

5. List of references and past employer contacts.

Name	Address	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

ADDENDUM "B"
ELECTRICAL POWER
CONCESSIONAIRES RESPONSIBILITY

Since the entire Park facilities is served by one electrical service, which includes the concession area and installation of a separate service is impractical, the following method shall be used to establish the concessionaires financial responsibility for power consumption. The City has established through the records that the average monthly electrical consumption was \$_____.

The estimated base amount for 2010 shall be \$_____ per month and that the Concessionaire's responsibility is for any amount greater than the City's base amount.

The Bonney Lake City Council has agreed to waive this section for 2010.

ADDENDUM "C"
CONCESSION EQUIPMENT PROVIDED BY THE CITY AT NO COST TO
THE CONCESSIONAIRE

1. Counters
2. Stainless Steel Tables (3)
3. Refrigerator
4. Freezer
5. Food Preparation Cart
6. Ice Maker
7. Microwave
8. Coffee Pot
9. Mop Bucket & Mop
10. 3-Tub Sink

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

<u>Department / Staff Contact:</u> ASD / Woody Edvalson	<u>Workshop / Meeting Date:</u> 13 Apr 2010	<u>Agenda Bill Number:</u> AB10-56
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Pierce Transit Board Representative Council Ballot

Proposed Motion: A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Casting the Council's Vote for Mayor Neil Johnson, Jr. to Serve as a Member of the Board of Commissioners for Pierce Transit for a Three-Year Term, May 1, 2010 to April 30, 2010, Representing the Fourteen Small Cities and Towns within Pierce Transit's Boundary.

Administrative Recommendation:

Background Summary: The Council nominated Mayor Johnson to the Pierce Transit ballot at its March 23, 2010 Meeting. The City Council must cast a vote for a nominee for the position by April 30, 2010. The Board position is a 3-year term (May 1, 2010 to April 30, 2013), and represents the 14 small cities and towns in the Pierce Transit service area.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
n/a			

Budget Explanation:

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: -

Commission/Board Review Date: -

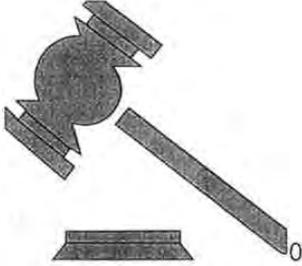
Hearing Examiner Date:

COUNCIL ACTION:

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

Signatures:

Director Authorization HTE	Mayor	Date City Attorney Reviewed
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OFFICIAL BALLOT

Candidates: Neil Johnson, City of Bonney Lake
Jim Hills, City of DuPont
Daryl Eiding, City of Edgewood
Rob Cerqui, City of Fife
Nicola McDonald, City of Orting
Marion Smith, Town of Steilacoom

The city/town of _____ wishes to cast its vote
for Councilmember/Mayor _____
of the City of _____ to serve as a member
of the Board of Commissioners for Pierce Transit for a three-year term, May 1, 2010, to
April 30, 2013, representing the fourteen small cities and towns within Pierce Transit's
boundary.

Date: _____

By: _____
Title: _____

This form must be accompanied by a certified copy of the council resolution or motion. Ballots must be
received by Pierce Transit's Clerk of the Board by **5 p.m., May 1, 2010.**



March 26, 2010

Mayor Neil Johnson
City of Bonney Lake
P.O. 7380
Bonney Lake, WA 98391

Dear Mayor Johnson:

Recently, you were sent a letter from Pierce Transit requesting your Council's nomination of a representative to fill the at-large position elected by the 14 small cities and towns within Pierce Transit's boundary.

Nominations received as of the March 24, 2010, deadline were:

Neil Johnson, City of Bonney Lake
Jim Hills, City of DuPont
Daryl Eiding, City of Edgewood
Rob Cerqui, City of Fife
Nicola McDonald, City of Orting
Marion Smith, Town of Steilacoom

At your next council meeting, please select one nominee from those provided. **A certified copy of the council resolution or motion must accompany the enclosed ballot.** Please forward the ballot and appropriate verification to me on or before **5 p.m. on April 30, 2010.**

If you have any questions, please email me at tpercival@piercetransit.org or call me at 253-581-8066.

Sincerely,

A handwritten signature in cursive script that reads "Treva Percival".

Treva Percival, CMC
Clerk of the Board

Enclosure

cc: Pierce Transit Board of Commissioners
Lynne Griffith, Chief Executive Officer
Woody Edvalson, Clerk

3701 96th St SW PO Box 99070 Lakewood, WA 98496-0070 253.581.8080 FAX 253.581.8075 www.piercetransit.org

Bios for Small Cities/Towns Representative on Pierce Transit Board of Commissioners

Neil Johnson – City of Bonney Lake

Now serving in his second term as Mayor, Neil Johnson is known for working to bring consensus among disparate groups and interests. Of recent note is his involvement in the formulation and approval of the Cascade Water Alliance agreement with area cities and citizen groups over the use of Lake Tapps as a water source. Neil was also instrumental in brokering a three-way agreement between Weyerhaeuser, Washington State and Bonney Lake for the donation of over forty-acres to the City and additional acreage for a potential YMCA. Neil is employed at Rotary Offset Press as the Marketing and Sales Manager. His added experience as a youth sports-league coach, chamber of commerce member and former business-owner helps him understand the similarities and differences between business and government. Neil is passionate about seeking a balanced service model for Pierce Transit and asks for your support to represent the group of small cities on the Board.

Jim Hills – City of DuPont

Mr. Hills is a two time City of DuPont Councilmember, has served nine years on the Steilacoom School Board, and is a Retired Air Force Officer. He has lived in the area for many years, is apprised of the issues, and has exceptional experience.

Mr. Hills' education includes a Bachelors Degree from Allegheny College, Meadville PA., Masters in Business Administration from Southern Illinois Univ., Certificate in Alcohol Studies from Seattle University, and Master in Marriage and Family Therapy from Pacific Lutheran University. He is currently a retired Counselor.

Daryl Eidinger, City of Edgewood

No bio submitted.

Rob Cerqui – City of Fife

- **Education:** Washington Agriculture/Forestry; Leadership Education, 1999. Bachelor of Arts: Liberal Studies/core concentration: International Business, University of Washington, 1996. Associate of Arts: Pierce Community College, 1994, Puyallup High School, 1992.
- **Occupation:** Self-Employed; Vegetable Grower, Cerqui Farms
- **Professional Qualifications:** Fife City Councilmember. Business owner.
- **Personal Information:** Lifelong resident of Fife area. Fourth generation vegetable grower.
- **Community Involvement:** Fife City Councilmember; 2003-present. Pierce/King County Farm Bureau; Board Member, 1996-present. USDA/Farm Service Agency; Board Member and past Chairman, 1996-2006. City of Fife; Planning Commission, 2002-2003. City of Fife; Police Advisory Board, 1997-2003.

Nicola McDonald – City of Orting

Nicola McDonald was appointed to the Orting City Council in March of 2008 and was elected to a four-year term in November 2009. She serves as chair of the Government Affairs Committee and is a member of the Community and Economic Development Committee.

Nicola graduated cum laude from Northwest University with a degree in business and organizational management. She currently owns and operates two small businesses, NorthWest Vintage, a wine bar and restaurant located in downtown Puyallup, and Strategic Communications Group, a consulting company focused on marketing and public relations campaigns. She is actively involved in the larger community as a member of Puyallup Main Street Association and the Puyallup-Sumner Chamber of Commerce. She has also served as a youth baseball and basketball coach.

Nicola and her husband Matthew have four children: Caleb, almost 16 years old; Madison, 14; Gary, 12; and Claire, 11. Nicola enjoys living in Orting and appreciates all the amenities her city has to offer, especially the friendly small-town feel, the beautiful rivers and parks, and the Foothills Trail. Her family spends as much time as possible outdoors – hiking, fishing, and golfing as often as our Washington weather allows.

Marion Smith – Town of Steilacoom

I am a retired military officer and head of an electrical contracting company. I am currently serving my third term as a Councilman for the Town of Steilacoom. I am applying for this position because I believe I can provide the representation necessary in these financially difficult times to bring the small town perspective to the Board. As a transportation officer while in the military, I am familiar with some aspects of the business and having served two full terms as a councilman, I am familiar with the problems of providing public services with limited funds.

I would greatly appreciate your support.

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

<u>Department / Staff Contact:</u> CD / Heather Stinson	<u>Workshop / Meeting Date:</u>	<u>Agenda Bill Number:</u> AB10-18
<u>Ordinance Number:</u> D010-18	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Adoption of Cottage Housing regulations

Proposed Motion: Adoption of a Demonstration Ordinance for Cottage Development Regulations

Administrative Recommendation:

Background Summary: In early 2009, a developer approached the City Council with an interest in building "Cottage" development and City Council added a review of this type of housing to the Planning Commission workplan. Planning Commission spent the better part of 2009 reviewing Cottage Development codes and development in other jurisdictions, including a field trip to developments in Snoqualmie and Shoreline. The draft ordinance is based on Kirkland's code, as the Planning Commission felt it had the most potential for creating attractive cottage housing that would work in Bonney Lake. City Council requested that the code be drafted as a Demonstration Ordinance and the attached ordinance reflects that request.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation:			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: -

Commission/Board Review Date: Planning Commission -10 Jul 2009

Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): 2 Feb 2010, 6 Apr 2010 **Public Hearing Date(s):** 16 Sept 2009

Meeting Date(s): **Tabled To Date:**

Signatures:

Director Authorization John P. Vodopich, AICP	Mayor	Date City Attorney Reviewed
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Memo

Date : October 7, 2009
To : Mayor and City Council
From : Randy McKibbon, Chair, Bonney Lake Planning Commission
CC :
Re : **Cottage Development**

BACKGROUND

A developer approached the City Council asking them to consider adopting Cottage Development regulations. City Council initiated the review of the Cottage Development Ordinance through adoption of the 2009 Planning Commission workplan. The Planning Commission proceeded to review Cottage Development ordinances from other jurisdictions, view plans and photographs from established cottage developments and visited several cottage developments that have been built in Snoqualmie and the City of Shoreline.

The Cottage Development that the Commission was most impressed with was designed by the Cottage Company. The Cottage Company's owner, Linda Pruitt, recommended the Kirkland Cottage Development Code and the draft before the City Council is largely based on Kirkland's code with some changes that the Commission thought were more appropriate for Bonney Lake.

The ordinance is drafted as an "interim" zoning ordinance to give the flexibility of expiring the code if developments were built based on the code that were not desirable in the city.

The Planning Commission recommends the Cottage Ordinance attached to this memo.

FINDINGS:

1. A Notice of Public Hearing was published in the Bonney Lake Courier Herald on September 1, 2009.
2. The Planning Commission held a public hearing on September 16, 2009 to receive testimony concerning the rezone. Public comment constituted a recommendation to approve from a developer and a concern by one citizen about developing cottages on Inlet Island.

3. An environmental determination of non-significance was issued on September 16, 2009. It was not appealed.
4. The Washington State Department of Community, Trade and Economic Development has completed their required review and had no comments.
5. The City's legal department recommended that this ordinance not be "interim" because interim codes are more difficult to administer.
6. The Planning Commissioners voted 5 to 1 to recommend the attached draft ordinance.

RECOMMENDATION:

The Bonney Lake Planning Commission therefore recommends to the City Council that the attached draft of the Cottage Ordinance

ORDINANCE NO. D10-18

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, TO ALLOW APPROVAL OF A SINGLE COTTAGE HOUSING PROJECT AS A DEMONSTRATION OF A HOUSING CHOICE NOT CURRENTLY AVAILABLE IN BONNEY LAKE

WHEREAS, the City Council wishes to study the viability of cottage housing in Bonney Lake by allowing consideration and approval of one project that demonstrates a housing choice not currently available under the Municipal Code; and

WHEREAS, the City Council will use this demonstration to study whether adopting a permanent cottage housing ordinance would be a good choice for Bonney Lake; and

WHEREAS, the State Environmental Policy Act was complied with through the issuance of a DNS on September 16, 2009; and

WHEREAS, the Planning Commission conducted a public hearing on September 16, 2009; and

WHEREAS, the Planning Commission issued a recommendation for passage of a Cottage Development Ordinance on October 7, 2009; and

WHEREAS, a letter informing the state department of Community, Trade and Economic Development was mailed on September 16, 2009, more than 60 days ago, informing it about the possible adoption of this Ordinance,

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

Section 1. Definitions.

“Carriage House” or “Carriage Unit” means a commonly owned guest room, not to exceed 800 square feet in gross floor area, located in a community building in a cottage housing development, which may contain sleeping and bathroom facilities.

“Community Building” means a commonly owned structure within a cottage or multi-family development designed for use by residents of the cottage housing development, located on the same site as the cottage development.

“Cottage Development” means a development with detached, single-family dwelling units containing 1,500 square feet or less of gross floor area arranged in a cluster with other cottages on a common lot and each facing a common open space.

Section 2. Allowable locations. The cottage housing development may only be located in low density residential (R-1) zones, and the entire cottage

development must be contained within one-half mile of the SR 410 transit corridor.

Section 3. Permit Process for cottage housing development.

A. Step 1: Submittal period. Following adoption of this ordinance, the Community Development Department shall publish a Notice of Call for Proposals. Notice will be sent to the Bonney Lake Courier Herald; posted on the City's website; sent to local engineering companies, media contacts, the Master Builders Association, and others. There will be a 180 day "submittal period" during which preliminary proposals may be submitted. If no proposals are submitted, or the proposals do not meet the selection criteria, the timeline for proposal submittals may be extended another 180 days, as determined by the Community Development Director. Any additional extensions shall require City Council approval.

B. Step 2: Pre-application meeting. Within the 180-day submittal period, potential applicants must schedule a pre-application meeting with City staff prior to submitting a proposal. This meeting will give City staff the chance to review with the applicant the requirements for cottage design, stormwater, roads, open space, parking, landscaping, and other project elements.

C. Step 3: Submission of preliminary proposal. Following the pre-application meeting, the applicant shall submit a preliminary proposal to the Community Development Department, which includes all of the following:

- a. A completed City of Bonney Lake Master Land Use application form.
- b. A Type 3 site plan approval checklist with listed documents.
- c. A SEPA checklist.
- d. A narrative description, supported by photographs, drawings, or other images, of how the proposed development will complement and benefit the surrounding neighborhood through site layout and building selection.
- e. A narrative description, supported by photographs, drawings, or other images, of how the proposed development will comply with all the conditions of approval and design standards contained in this Ordinance.
- f. Photographs of the site and adjacent properties.
- g. A signed acknowledgment that the application is being submitted pursuant to a demonstration ordinance; that the applicant knowingly assumes the risk that modifications to the proposal will be required, that the proposal can be rejected, and that the City will only approve one proposal; and an agreement to hold the City harmless for any actions taken or decisions made pursuant to the Ordinance.
- h. Any additional information or material specified at the pre-application meeting.

D. Step 4: Neighborhood Meeting. Applicants shall schedule and host a neighborhood meeting within thirty (30) days following submittal of the preliminary proposal. The applicant shall mail written notice of the neighborhood

meeting to all property owners within 600 feet of the proposed project and shall publish notice in at least one (1) local newspaper at least ten (10) days prior to the meeting. Any alleged failure of any property owner to actually receive the notice of neighborhood meeting shall not invalidate the proceedings. At the neighborhood meeting, the applicant shall present the proposed development to interested residents and solicit their comments.

E. Step 5: Design Commission. After the Applicant has completed the Design Commission shall review the proposal for compliance with the Criteria contained in this ordinance, the Community Character element of the Bonney Lake Comprehensive Plan, and with general eye for the attractiveness and appropriateness of the proposal to the Bonney Lake area. The Applicant shall provide in a timely manner any additional information requested by the Design Commission, and shall agree to modify the proposal if requested by the Design Commission.

F. Step 6: Complete Application. The Applicant shall have ninety (90) days from completion of review by the Design Commission to submit a complete application to the permit center. The applicant may request in writing a maximum extension of three (3) months, subject to the approval of the Community Development Director or designee. A complete application shall include the following items:

- (1) A completed Master Land Use application
- (2) A Type 3 Site Plan Review application checklist per BLMC 14.50.010 with the listed submittal documents.
- (3) An environmental checklist (if applicable);
- (4) Narratives as described in Section 1(C) of this ordinance.
- (5) A narrative explaining the Applicant's response to neighborhood comments and modifications made to the proposal to accommodate neighborhood concerns.
- (6) A narrative, supported by photographs, drawings, or other images if appropriate, of how the proposal complies with requests for modification made by the Design Commission.

G. Step 7: Determination of completeness. The Community Development Department shall, within 14 (fourteen) days of the submittal of the complete application, either issue a Determination of Completeness or advise the Applicant of any additional materials required for a Complete Application. The first Applicant to receive a Determination of Completeness shall acquire the right to have his or her proposal considered ahead of other proposals, provided, however, that the City retains the right to reject any and all proposals.

H. Step 8: SEPA review. Environmental review of the project shall be conducted according to the procedure outlined in Bonney Lake Municipal Code § 14.50.030.

I. Step 9: Final Decision. The Director of the Community Development Department shall have final decision-making authority over approval or denial of the proposal. The Director reserves the right to reject proposals for any reason, including but not limited to the following: (1) the proposal fails to comply with the conditions of approval or design standards contained in this ordinance; (2) the proposal fails to incorporate requested modifications made by the Design Commission; (3) the proposal fails to comply with the Bonney Lake Municipal Code; (4) the City Council determines that this ordinance should be modified or repealed; or (5) the Applicant is unwilling or unable to modify the proposal to address neighborhood concerns.

J. Appeals. Appeals of the final decision shall be to the City Council according to the procedures contained in BLMC § 14.120.040.

Section 4. Conditions of approval.

The project shall:

- (1) be designed to enhance and minimize adverse impacts to the surrounding neighborhoods and community.
- (2) have impacts that are substantially equivalent to or less than the adverse impacts expected to be associated with development of conventional housing on the subject property, in regards to parking, building height, building bulk, setbacks, lot coverage, open spaces, screening, and aesthetics.
- (3) result in a unique cottage style community that is distinct from typical single family developments in Bonney Lake.
- (4) incorporate a high level of quality and originality throughout the development, including but not limited to the following areas:
 - i. Site design;
 - ii. Architectural design;
 - iii. Building materials;
 - iv. Open space;
 - v. Parking;
 - vi. Landscaping; and
 - vii. Low impact development design elements.
- (4) provide elements that contribute to a sense of community within the development by including elements such as front entry porches, common open space, and common buildings.
- (5) include structures that are diverse in appearance, yet remain connected through use of architectural style, details, color, and materials.
- (6) address neighborhood concerns.
- (7) be compatible with and not larger in scale than surrounding development with respect to size of units, building heights, roof forms, setbacks between adjacent buildings and between buildings and perimeter property lines, number of parking spaces, parking location and screening, access and lot coverage.
- (8) comply with the following use and bulk regulations:

Max Unit Size	1,500 square feet. A covenant prohibiting the
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	increase in unit size after construction shall be recorded against the property. Vaulted space may not be converted to habitable space.
Density	A maximum of 8-10 dwelling units per acre. When the conversion from detached dwelling units to equivalent units results in a fraction, the equivalent units shall be limited to the whole number below the fraction. Existing detached dwelling units may remain on the subject property but will be counted as units.
Development Size	Min. 4 units Max. 12 units
Location	In R-1 zones. Entire development must be contained within one-half mile from the SR 410 corridor.
Parking Requirements	Units under 700 square feet: 1 space per unit
	Units between 700 – 1,000 square feet: 1.5 spaces per unit
	Units over 1,000 square feet: 2 spaces per unit.
	Must be provided on the subject property.
Minimum Required Yards (from exterior property lines of subject property)	Front: 20' Other: 10'
Lot coverage (all impervious surfaces)	50%. Lot coverage is calculated using the entire development site. Lot coverage for individual lots may vary.
Garages	Cottage developments must include one enclosed parking space per cottage/ preferably built within a common building or buildings
Refuse Containers	At least one and not more than two accessory buildings shall be constructed within each Cottage Development large enough to accommodate garbage and recycling bins for each unit in the development. This building is encouraged to be attached to a garage.
Height of Dwelling Units	25' (R-1) maximum (where minimum roof slope of 6:12 for all parts of the roof above 18' are provided). Otherwise, 18'
Height of Garages	Must be enclosed, One story, not to exceed 18', minimum interior length of 20 ft.
Tree Retention	Standards contained in BLMC Chapter 16.13 for Tree Retention and replacement shall apply to development approved under this chapter. Existing native trees are encouraged to be retained in perimeter landscaping buffers.

Common Open Space	Minimum 400 square feet per unit required
Community Buildings	Community buildings are encouraged, not to exceed one story in height if free-standing, and not to exceed maximum building height in the zone when located above another common structure, such as a detached garage or storage building. Community buildings shall be clearly incidental in use and size to dwelling units.
Attached Covered Porches	Each unit must have a covered porch with a minimum area of 64 square feet per unit and a minimum dimension of 8' on all sides.
Development Options	Condominium Rental or Ownership
Accessory Dwelling Units (ADUs)	Not permitted

Section 5. Design Standards.

A. Orientation of Dwelling Units

Dwellings within a cottage housing development should be oriented to promote a sense of community, both within the development, and with respect to the larger community, outside of the cottage project. A cottage development should not be designed to “turn its back” on the surrounding neighborhood.

1. Each dwelling unit that abuts a common open space shall have a primary entry and/or covered porch oriented to the common open space.
2. Each dwelling unit abutting a public right-of-way (not including alleys) shall have an inviting facade, such as a primary or secondary entrance or porch, oriented to the public right-of-way, or a Type I landscaping strip as defined by BLMC 16.14.060. If a dwelling unit abuts more than one public right-of way, the City may determine to which right-of-way the inviting facade shall be oriented.

B. Required Common Open Space

Common open space should provide a sense of openness, visual relief, and community for cottage developments. The space must be outside of wetlands, streams and their buffers, and developed and maintained to provide for passive and/or active recreational activities for the residents of the development.

1. Each area of common open space shall be in one contiguous and usable piece with a minimum dimension of 20 feet on all sides.
2. Land located between dwelling units and an abutting right-of-way or access easement greater than 21 feet in width may not serve as required common open space, unless the area is reserved as a separate tract, and does not contain pathways leading to individual units or other elements that detract from its appearance and function as a shared space for all residents.
3. Required common open space may be divided into no more than two separate areas per cluster of dwelling units.
4. Common open space shall be located in a centrally located area and be easily accessible to all dwellings within the development.
5. Fences with a maximum height of 24" are permitted to separate the private and public open space areas, otherwise, fences may not be located within the required open space.
6. Landscaping located in common open space areas shall be designed to allow for easy access and use of the space by all residents, and to facilitate maintenance needs. Where feasible, existing mature trees should be retained.
7. Unless the shape or topography of the site precludes the ability to locate units adjacent to the common open space, the following standards must be met:
 - a. The open space shall be located so that it will be surrounded by cottages on at least two sides;
 - b. At least 75 percent of the units in the development shall abut a common open space. A cottage is considered to "abut" an area of open space if there is no structure between the unit and the open space.
 - c. Common open space shall have no slope.
 - d. Utility boxes shall not be located in the common open space.
8. Surface water management facilities shall be limited within common open space areas. Low Impact Development (LID) features are permitted, provided they do not adversely impact access to or use of the common open space for a variety of activities. Conventional stormwater collection and conveyance tools, such as flow control and/or water quality vaults are permitted if located underground.

C. Private open space. Each dwelling unit shall provide a minimum of 400 square feet of private front yard space, such as lawn area, courtyards, or patios. No dimension of a private open space area used to satisfy the minimum square footage requirement shall be less than nine feet.

D. Landscaping. Along property lines not adjacent to a street, cottage developments shall include Type I landscaping buffers in accordance with BLMC 16.14.060

E. Shared Detached Garages and Surface Parking Design

Parking areas should be located so their visual presence is minimized, and associated noise or other impacts do not intrude into public spaces. These areas should also maintain the single-family character along public streets.

1. Shared detached garage structures may not exceed four garage doors per building, and a total of 1,200 square feet.
2. For shared detached garages, the design of the structure must be similar and compatible to that of the dwelling units within the development.
3. Shared detached garage structures and surface parking areas must be screened from public streets and adjacent residential uses by landscaping or architectural screening.
4. Shared detached garage structures shall be reserved for the parking of vehicles owned by the residents of the development. Storage of items which preclude the use of the parking spaces for vehicles is prohibited.
5. Surface parking areas may not be located in clusters of more than four spaces. Clusters must be separated by a distance of at least 20 feet.

F. Low Impact Development

The proposed site design shall incorporate the use of low impact development (LID) strategies to meet stormwater management standards. LID is a set of techniques that mimic natural watershed hydrology by slowing, evaporating/transpiring, and filtering water, which allows water to soak into the ground closer to its source. The design should seek to meet the following objectives:

1. Preservation of natural hydrology.
2. Reduced impervious surfaces.
3. Treatment of stormwater in numerous small, decentralized structures.

4. Use of natural topography for drainageways and storage areas.
5. Preservation of portions of the site in undisturbed, natural conditions.
6. Reduction of the use of piped systems. Whenever possible, site design should use multifunctional open drainage systems such as vegetated swales or filter strips which also help to fulfill landscaping and open space requirements.

G. Carriage Units within Cottage Projects

Carriage units no larger than 800 square feet may be included within a cottage housing development, a maximum of one per common building. Design of these units should be compatible with that of the cottages included in the project.

H. Variation in Unit Sizes, Building and Site Design

Cottage projects should establish building and site design that promotes variety and visual interest that is compatible with the character of the surrounding neighborhood.

1. Projects should include a mix of unit sizes within a single development.
2. Proposals are encouraged to provide a variety of building styles, features and site design elements within cottage housing communities. Dwellings with the same combination of features and treatments should not be located adjacent to each other.

I. Pedestrian Flow through Development

Pedestrian connections should link all buildings to the public right-of-way, common open space and parking areas.

Section 6. Additional Standards

A. Impact fees under BLMC Chapter 19 for the proposed project shall be assessed at the rates for multifamily dwelling units.

B. The City's approval of a cottage housing development does not constitute approval of a subdivision or short plat. An applicant wishing to subdivide in connection with a development under this chapter shall seek approval to do so concurrently with the approval process under this chapter.

Section 7. 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 8. 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 _____ day of _____, 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:

RESOLUTION NO. 2026

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, RATIFYING A PURCHASE AND SALE AGREEMENT TO ACQUIRE THE REED PROPERTY, PIERCE COUNTY PARCEL NUMBERS 0520261700 AND 0520261009.

WHEREAS the parties signed a voluntary, negotiated purchase and sale agreement, subject to final approval by the City Council;

WHEREAS, the City desires to finalize the transaction;

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

1. The City Council ratifies the Rest Estate Purchase and Sale Agreement attached hereto as Exhibit "A" between the City of Bonney Lake and Daniel K. Reed for Pierce County Parcel Numbers 0520261700 and 0520261009, located at 7109 Barkubein Rd E, Buckley, Washington, as provided in Section 9(a) of the Agreement, and hereby authorizes and directs the mayor to complete the purchase.
2. The City Council acknowledges that no federal funds are being used to acquire said properties, and accordingly the City is not required to provide relocation benefits per RCW 8.26.020(2).

PASSED BY THE CITY COUNCIL this 13th day of April, 2010.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

REAL ESTATE PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is made between the City of Bonney Lake, Washington ("City") and Daniel K. Reed ("Seller").

RECITALS

1. Seller is the owner of certain parcels of real estate located at 7109 Barkubein Rd E, Buckley, Washington, Pierce County, Parcel Numbers 0520261700 and 0520261009, a description of which is attached hereto as Exhibits A-1 and A-2 (the "Property").
2. The City desires to purchase the Property.
3. Seller agrees to sell the Property upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the City and the Seller hereby agree as follows:

1. Sale of the Property. Seller shall sell and convey to the City, and the City shall purchase and acquire from Seller, all of Seller's interest in the Property, which shall include the land, together with any easements, appurtenances, rights, privileges, and reversionary rights; all timber and plants; all water rights and appurtenances, including wells; all right, title and interest of Seller in and to all alleys, strips, or gores of land lying adjacent to the Property; and all utilities serving the Property.
2. Purchase Price. The purchase price for the two (2) parcels shall be one million sixty thousand dollars (\$1,060,000) - that is \$910,000 for parcel #0520261700, and \$150,000 for parcel #0520261009.
3. Earnest Money. An Earnest Money Promissory Note for twenty-five thousand dollars (\$25,000.00) is being furnished to the Seller with this Agreement.
4. Closing. The Closing shall be held at the offices of Fidelity Escrow in Puyallup, WA. The Closing shall occur on or about April 16, 2010 on a date chosen by the City in consultation with the Seller, with seven days advance notice to the Seller. The Closing shall not occur before all deeds and other documents necessary for transfer of the Property to the City are recorded and the purchase price is delivered to the Escrow Agent for delivery to Seller.
5. Documents to be Delivered by Seller. As a condition precedent to the payment to Seller of any of the purchase price, Seller shall deliver to the City at the Closing the following documents (all of which shall be duly executed and acknowledged where required):

- (i) Deed. A statutory warranty deed (“Deed”) substantially in the form attached hereto as Exhibit B, transferring the Property to the City.
 - (ii) Excise Tax Affidavit. An excise tax affidavit for filing with the County Auditor at the time of recording the Deed.
 - (iii) Title Documents. Such other documents as shall be reasonably required by the Title Company as a condition to its insuring the City’s good and marketable fee simple title to the Property.
 - (iv) FIRPTA Affidavit. The affidavit of non-foreign status, as required by federal tax law.
 - (v) Surveys. Any property line surveys, site plans, or studies relating to the Property as are in the possession or control of Seller.
 - (vi) Well Information. All documents in the seller’s possession relating to historical water claims and usage from the well(s) on the property, and all pump test reports and maintenance records relating to the well(s).
6. Payment of Costs. Seller and the City shall pay their own costs incurred with respect to the purchase and sale of the Property, including attorneys’ fees. The Parties shall share equally the cost of recording the Deed and any other recordable instruments related to the transaction, as well as the escrow fee, if any. The Seller shall pay:
- (i) Any taxes or charges incidental to the conveyance of title to the Property to the City;
 - (ii) The full cost of the Title Policy, if any.
7. Real Property Taxes and Utility Bills. Seller shall pay at the Closing all taxes and utility bills due or to become due with respect to the Property for the period up to the Closing Date.
8. Condition of Title.
- (i) Within fifteen (15) days of this Agreement, Seller shall deliver to City a preliminary commitment for standard coverage title insurance with respect to the Property.
 - (ii) Within fourteen (14) days of receiving the Title Report, the City shall either approve any matters of title disclosed therein, or deliver to Seller written notice of disapproval or conditional approval. Any approved conditions shall constitute “Permitted Exceptions.” If the City does not notify the Seller of its approval,

disapproval, or conditional approval, the City shall be deemed to have approved all matters of title shown or described in the Report.

3. Within seven (7) days of receiving a notice of disapproval or conditional approval from the City, Seller shall identify to City in writing which of such matters Seller is willing to cure. The City shall then have seven (7) days to advise Seller whether the City will accept title. If City is not willing to accept title, the City may terminate this Agreement and the City's Earnest Money promissory note shall be returned to the City.

9. Contingencies on Closing.

- a. Ratification by City Council. The City's obligation to close the purchase of this Property is contingent upon ratification of the Agreement, its terms, and the purchase price, by the City Council of the City of Bonney Lake. If the City Council does not ratify the purchase, the City shall have the right to terminate its obligations under this Agreement by sending written notice to Seller, and the City's Earnest Money Promissory Note shall be returned to the City.
- b. Condition of Property. The City shall have no obligation to close the purchase of this Property if, within forty-five (45) days after the signing of this Agreement (the "due diligence period"), the City discovers any condition of the Property, including but not limited to the presence of any pollutant, contaminant, or toxic substance, which in the City's sole opinion would render the Property unsuitable for its intended use. If such a condition is discovered, the City shall have the right to terminate its obligations under this Agreement by sending written notice to Seller, and the City's Earnest Money Promissory Note shall be returned to the City. Closing on this purchase at the conclusion of the due diligence period shall release the Seller from liability as a Potentially Liable Party under the environmental laws referenced in Paragraph 12(f) of this Agreement. The release shall survive the Closing.

10. Entry onto Property during due diligence period. The City shall have the right during the due diligence period to enter onto the Property to assess the condition of the Property and its fitness for its intended purpose, and to take samples of vegetation, soils, and water. The City shall defend, indemnify, and hold the Property owner harmless from all claims for damages arising out of the City's entry onto the Property, including attorney fees.

11. Casualty. If any fire, windstorm or casualty materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, the City may elect, by written notice to Seller, to terminate its rights and obligations under this Agreement, and the City's Earnest Money shall be returned to the City. If the City makes such election, neither the City nor Seller shall have any further liability with respect to the Property under this Agreement; *provided*, that obligations relating to

indemnification and attorneys' fees shall survive the termination of this Agreement. Seller shall notify the City in writing of any such casualty respecting the Property.

12. Seller's Representations and Warranties. The Seller makes the following representations and warranties, and recognizes that if the City discovers any of the following to be untrue, the City may terminate this Agreement and the City's Earnest Money shall be returned to the City.

- (a) Parties in Possession. To the best of Seller's knowledge, there are no parties, other than the parties to this Agreement, which have a right to possession of all or any portion of the Property, and there are no leases or licenses affecting the Property.
- (b) Access. The Property has full and free access from adjoining public highways, streets or roads, and to the best of Seller's knowledge, there is no governmental proceeding which would impair or curtail such access.
- (c) Compliance with Law. Seller has not received any notification from any governmental authority requiring any work to be done on the Property or advising of any condition (including, without limitation, hazardous substances or wastes) which would render the Property unusable or affect the usability of the Property or any part thereof for the purposes of the City.
- (d) Mechanics' Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborers' or materialmen's liens or claims might arise.
- (e) Litigation. There is no litigation, pending or threatened, which would constitute a lien, claim, or obligation of any kind on the Property, affect the use, ownership or operation of the Property, or otherwise adversely affect the Property. For purposes of this clause, litigation includes lawsuits, actions, administrative proceedings, governmental investigations and all other proceedings before any tribunal having jurisdiction over the Property.
- (f) Hazardous Substances. The Seller has no knowledge of whether the Property is in violation of any law, ordinance, rule or regulation relating to the environmental conditions thereon, or whether the Property contains any hazardous waste or other substance, including but not limited to, those that would be a hazardous waste, material or substance, toxic substance or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et. seq.; Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq., the Clean Water Act, 42 U.S.C. Section 1251 et. seq., the Washington Environmental Policy Act, RCW Ch. 43.21, the Washington Water Pollution Control Act, RCW Section 90.48.010 et. seq., the Washington

Hazardous Waste Management Act, RCW Ch. 70.105, the Washington Model Toxics Control Act, RCW Ch. 70.105D, and the regulations promulgated thereunder or under any applicable local or state environmental ordinance, statute, law, rule or re-on, on or in the vicinity of the Property or on any parcels of land which abut the Property. Seller is not aware of any release, spill, leak, discharge, emission, leak or disposal, and there are no substances or conditions, in or on the Property or any other parcels of land which may affect the Property or use thereof, which may support a claim or cause of action under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirements, and there are no PCBs or underground storage tanks located on the Property. If requested by the City during the due diligence period, the Seller will meet City representatives on the Property to show them, to the best of the Seller's knowledge, the locations of any above-ground gas tanks, or any other areas where petroleum products, fertilizers, herbicides, pesticides, or other chemicals may have been released.

11. Covenants of Seller.

- (a) From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property or any part thereof, nor will Seller grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without the City's written consent.
- (b) Seller shall not enter into any leases, trust deeds, mortgages, restrictions, encumbrances, liens, licenses or other instruments or agreements affecting the Property without the prior written consent of the City.
- (c) Seller will perform all of their monetary and non-monetary obligations under all indebtedness (whether for borrowed money or otherwise) and the liens securing same pertaining to the Property or any portion thereof, if any.
- (d) Seller shall maintain in force all policies of fire and other casualty and liability insurance maintained as of the date of this Agreement with respect to the Property until the Closing Date.
- (e) In the event of a default by Seller in the performance of their obligations under this section, the City may, upon five (5) days prior written notice to Seller and Seller's failure to cure said default, cure such default and offset the cost of doing so against the Purchase Price payable at Closing.

12. Default. If the Closing does not occur by reason of any default under this Agreement by Seller, the City may elect to (i) treat this Agreement as terminated; or (ii) treat this Agreement as being in full force and effect, in which event the City may bring suit to specifically enforce this Agreement.

13. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications shall be in writing and delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service, it shall be deemed given twenty-four (24) hours after the deposit with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given, as follows:

To Seller: Daniel K. Reed,
7109 Barkubein Rd E,
Buckley, Washington 98321

To the City: Don Morrison, City Administrator
City of Bonney Lake
19306 Bonney Lake Blvd.
Bonney Lake, Washington 98391

Either party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party.

14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the parties contained in this Agreement, or in any instrument or other writing provided for herein, shall survive Closing.
15. Finders' or Brokers' Fees. Seller is responsible for paying any brokers' or finders' fees due to real estate professionals or brokers working on their behalf.
16. Miscellaneous.
- (a) Applicable Law. This Agreement shall, in all respects, be governed by the laws of the State of Washington.
 - (b) Modification or Amendment. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.
 - (c) Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.
 - (d) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its

subject matter are hereby canceled in their entirety and are of no further force or effect.

- (e) Attorneys' Fees. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.
- (f) Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.
- (g) Exhibits. All exhibits attached hereto are incorporated by reference.
- (h) Counterparts. This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.
- (i) Agreement Date. For purposes of calculation of all time periods described in this Agreement, all phrases such as "the date of this Agreement" or "the date of execution of this Agreement" or any other like phrase referring to the date of the Agreement, shall mean and refer to the date of the last signature on this Agreement.

SELLER

DANIEL K REED

By:  By: 

Date: 2-18-2010

Date: 2-18-2019

CITY OF BONNEY LAKE

By: 
Mayor Neil Johnson, Jr.

Date: 2/23/10

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

1. 7109 Barkubein Rd E, Buckley, WA - Pierce County Tax Parcel Number 0520261700. Section 26 Township 20 Range 05 Quarter 11. Section 26 Township 20 Range 05 Quarter 11 : POR JAMES E WILLIAMSON DLC & MICHAEL CONNELL DLC LOC 25 & 26-20-05E DESC AS FOLL COM AT NW COR SD MICHAEL CONNELL DLC TH S 86 DEG 12 MIN 07 SEC E ALG N LI DLC 233.79 FT TO ELY R/W BARKUBEIN RD & POB TH S 03 DEG 35 MIN 57 SEC W ALG SD ELY R/W 60.38 FT TH S85 DEG 33 MIN 44 SEC E 1165.75 FT TO WLY PROP LI AS CY TO PSPL SUP CRT #89-2-076387 TH N 49 DEG 47 MIN 26 SEC E ALG SD WLY LI 105.65 FT TO N LI OF DLC TH CONT ALG SD LI N 49 DEG 47 MIN 26 SEC E 19.66 FT TO NW COR PSPL PROP TH N 89 DEG 41 MIN 37 SEC E ALG N LI SD PROP 173.85 FT TH N 03 DEG 39 MIN 11 SEC E 524.31 FT TH N 85 DEG 33 MIN 44 SEC W 1429.56 FT TO SD ELY R/W TH S 03 DEG 39 MIN 32 SEC W ALG SD ELY R/W 566.37 FT TO POB EXC POR CYD TO WHITE RIVER POWER CO AFN 157621 EXC FOLL BEG AT SW COR JAMES DLC TH N 270 FT TH E 450 FT M/L TO BEG ALSO EXC POR CYD TO P CO BY ETN 4092778 CURRENT USE AG RCW 84.34 1971 AFN 2417658 18.79 AC OUT OF 2-000 & 3-700 SEG L0689 4/22/2000 MD (DCSD4-2-01).

Situated in the City of Bonney Lake, County of Pierce, State of Washington.

EXHIBIT B-1

STATUTORY WARRANTY DEED

WHEN RECORDED RETURN TO:

Don Morrison
City of Bonney Lake
19306 Bonney Lake Blvd.
Bonney Lake, Washington 98391

STATUTORY WARRANTY DEED

Grantors:

DANNIEL K. REED

Grantee: City of Bonney Lake

Legal Description:

1. 7109 Barkubein Rd E, Buckley, WA - Pierce County Tax Parcel Number 0520261700. Section 26 Township 20 Range 05 Quarter 11. Section 26 Township 20 Range 05 Quarter 11 : POR JAMES E WILLIAMSON DLC & MICHAEL CONNELL DLC LOC 25 & 26-20-05E DESC AS FOLL COM AT NW COR SD MICHAEL CONNELL DLC TH S 86 DEG 12 MIN 07 SEC E ALG N LI DLC 233.79 FT TO ELY R/W BARKUBEIN RD & POB TH S 03 DEG 35 MIN 57 SEC W ALG SD ELY R/W 60.38 FT TH S85 DEG 33 MIN 44 SEC E 1165.75 FT TO WLY PROP LI AS CY TO PSPL SUP CRT #89-2-076387 TH N 49 DEG 47 MIN 26 SEC E ALG SD WLY LI 105.65 FT TO N LI OF DLC TH CONT ALG SD LI N 49 DEG 47 MIN 26 SEC E 19.66 FT TO NW COR PSPL PROP TH N 89 DEG 41 MIN 37 SEC E ALG N LI SD PROP 173.85 FT TH N 03 DEG 39 MIN 11 SEC E 524.31 FT TH N 85 DEG 33 MIN 44 SEC W 1429.56 FT TO SD ELY R/W TH S 03 DEG 39 MIN 32 SEC W ALG SD ELY R/W 566.37 FT TO POB EXC POR CYD TO WHITE RIVER POWER CO AFN 157621 EXC FOLL BEG AT SW COR JAMES DLC TH N 270 FT TH E 450 FT M/L TO BEG ALSO EXC POR CYD TO P CO BY ETN 4092778 CURRENT USE AG RCW 84.34 1971 AFN 2417658 18.79 AC OUT OF 2-000 & 3-700 SEG L0689 4/22/2000 MD (DCSD4-2-01)

Situated in the County of Pierce, State of Washington.

I certify that I know or have satisfactory evidence Daniel K. Reed is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2010.

Notary Public in and for the state of Washington, residing at _____.
My appointment expires _____.

**EXHIBIT A-1 TO STATUTORY WARRANTY DEED
LEGAL DESCRIPTION OF THE PROPERTY TRANSFERRED**

7109 Barkubein Rd E, Buckley, WA - Pierce County Tax Parcel Number 0520261700. Section 26 Township 20 Range 05 Quarter 11. Section 26 Township 20 Range 05 Quarter 11 : POR JAMES E WILLIAMSON DLC & MICHAEL CONNELL DLC LOC 25 & 26-20-05E DESC AS FOLL COM AT NW COR SD MICHAEL CONNELL DLC TH S 86 DEG 12 MIN 07 SEC E ALG N LI DLC 233.79 FT TO ELY R/W BARKUBEIN RD & POB TH S 03 DEG 35 MIN 57 SEC W ALG SD ELY R/W 60.38 FT TH S85 DEG 33 MIN 44 SEC E 1165.75 FT TO WLY PROP LI AS CY TO PSPL SUP CRT #89-2-076387 TH N 49 DEG 47 MIN 26 SEC E ALG SD WLY LI 105.65 FT TO N LI OF DLC TH CONT ALG SD LI N 49 DEG 47 MIN 26 SEC E 19.66 FT TO NW COR PSPL PROP TH N 89 DEG 41 MIN 37 SEC E ALG N LI SD PROP 173.85 FT TH N 03 DEG 39 MIN 11 SEC E 524.31 FT TH N 85 DEG 33 MIN 44 SEC W 1429.56 FT TO SD ELY R/W TH S 03 DEG 39 MIN 32 SEC W ALG SD ELY R/W 566.37 FT TO POB EXC POR CYD TO WHITE RIVER POWER CO AFN 157621 EXC FOLL BEG AT SW COR JAMES DLC TH N 270 FT TH E 450 FT M/L TO BEG ALSO EXC POR CYD TO P CO BY ETN 4092778 CURRENT USE AG RCW 84.34 1971 AFN 2417658 18.79 AC OUT OF 2-000 & 3-700 SEG L0689 4/22/2000 MD (DCSD4-2-01).

Situated in the County of Pierce, State of Washington.

EXHIBIT A-2

LEGAL DESCRIPTION OF PROPERTY

2. 7109 Barkubein Rd E, Buckley, WA - Pierce County Tax Parcel Number 0520261009. Section 26 Township 20 Range 05 Quarter 14 : BEG AT SW COR OF JAMES WILLIAMSON DC IN SEC TH N ALG W BDRY OF SD DC 270 FT TH E 450 FT TH S 270 FT TH W 450 FT M/L TO BEG LESS PREMISES OWNED BY PSP L DESC AS FOLL BEG AT SW COR OF JAMES WILLIAMSON DC IN SEC TH N ALG W BDRY SD DC 550 FT TH SELY TO A PT ON S LI SD DC 300 FT E OF BEG TH W 300 FT TO BEG SUBJ TO RDS EXC BARKUBEIN CO RD EXC POR CYD TO P CO BY ETN 4092778

Situated in the City of Bonney Lake, County of Pierce, State of Washington.

EXHIBIT B-2

STATUTORY WARRANTY DEED

WHEN RECORDED RETURN TO:

Don Morrison
City of Bonney Lake
19306 Bonney Lake Blvd.
Bonney Lake, Washington 98391

STATUTORY WARRANTY DEED

Grantors:

DANNIEL K. REED

Grantee: City of Bonney Lake

Legal Description:

7109 Barkubein Rd E, Buckley, WA - Pierce County Tax Parcel Number 0520261009. Section 26 Township 20 Range 05 Quarter 14 : BEG AT SW COR OF JAMES WILLIAMSON DC IN SEC TH N ALG W BDRY OF SD DC 270 FT TH E 450 FT TH S 270 FT TH W 450 FT M/L TO BEG LESS PREMISES OWNED BY PSP L DESC AS FOLL BEG AT SW COR OF JAMES WILLIAMSON DC IN SEC TH N ALG W BDRY SD DC 550 FT TH SELY TO A PT ON S LI SD DC 300 FT E OF BEG TH W 300 FT TO BEG SUBJ TO RDS EXC BARKUBEIN CO RD EXC POR CYD TO P CO BY ETN 4092778

Situated in the County of Pierce, State of Washington.

I certify that I know or have satisfactory evidence Daniel K. Reed is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2010.

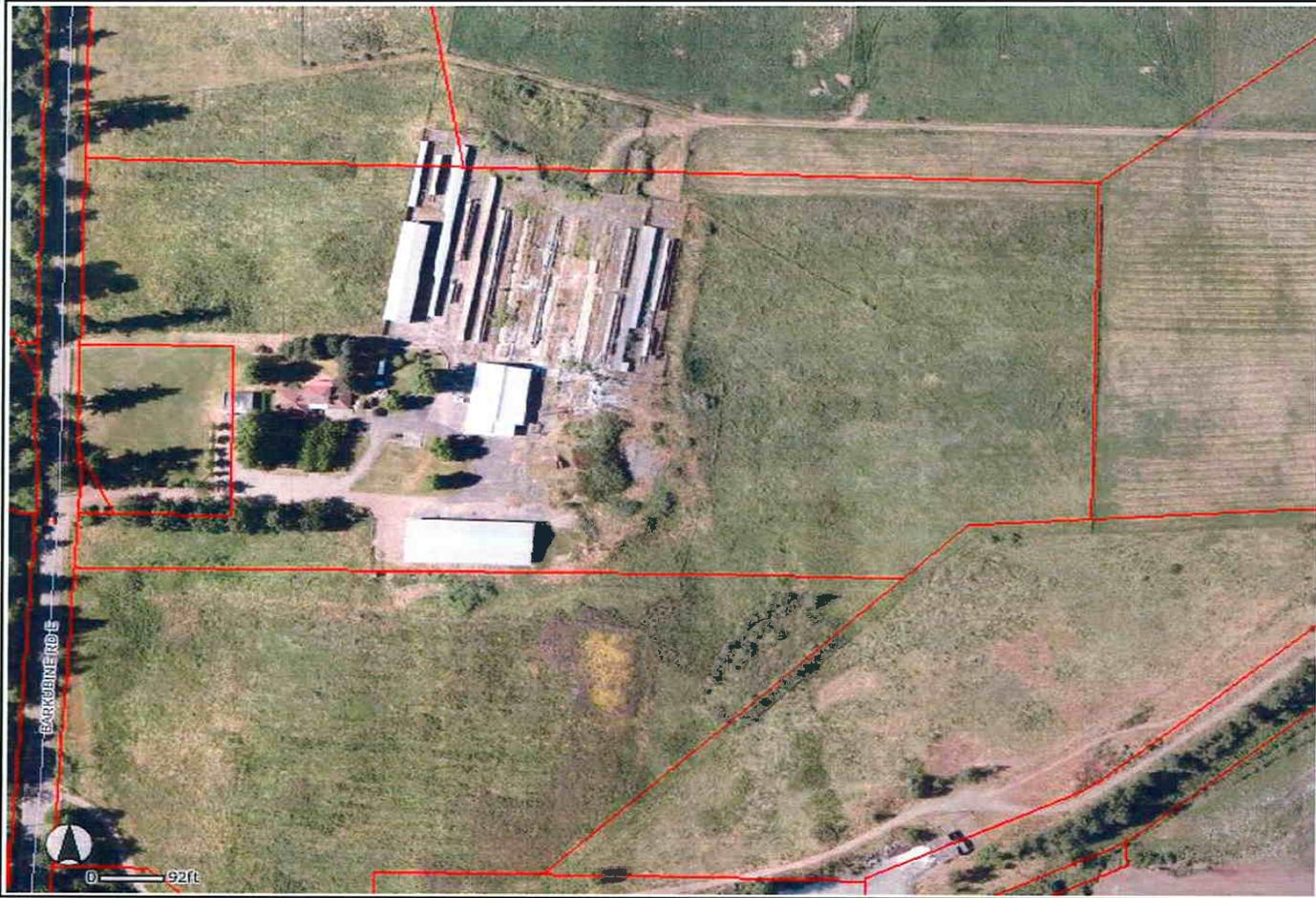
Notary Public in and for the state of Washington, residing at _____.
My appointment expires _____.

**EXHIBIT A-2 TO STATUTORY WARRANTY DEED
LEGAL DESCRIPTION OF THE PROPERTY TRANSFERRED**

7109 Barkubein Rd E, Buckley, WA - Pierce County Tax Parcel Number
0520261009. Section 26 Township 20 Range 05 Quarter 11. Section 26 Township 20
Range 05 Quarter 11 : POR JAMES E WILLIAMSON DLC & MICHAEL CONNEL
DLC LOC 25 & 26-20-05E DESC AS FOLL COM AT NW COR SD MICHAEL
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R/W 60.38 FT TH S85 DEG 33 MIN 44 SEC E 1165.75 FT TO WLY PROP LI AS
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DEG 33 MIN 44 SEC W 1429.56 FT TO SD ELY R/W TH S 03 DEG 39 MIN 32
SEC W ALG SD ELY R/W 566.37 FT TO POB EXC POR CYD TO WHITE RIVER
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TH E 450 FT M/L TO BEG ALSO EXC POR CYD TO P CO BY ETN 4092778
CURRENT USE AG RCW 84.34 1971 AFN 2417658 18.79 AC OUT OF 2-000 & 3-
700 SEG L0689 4/22/2000 MD (DCSD4-2-01).

Situated in the County of Pierce, State of Washington.

Reed Property
March 25, 2010



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.



Memo

Date : March 17, 2010
To : Mayor and City Council
From : Grant Sulham, Chair, Bonney Lake Planning Commission
CC :
Re : **Landscape Maintenance**

BACKGROUND

BLMC currently requires a certain amount of landscaping in commercial development and subdivision common areas. BLMC authorizes the city to require a one-year maintenance bond after installation of approved landscaping. But once the bonding is released, there is nothing in BLMC that requires that approved landscaping be maintained. The attached ordinance is an attempt to address this issue.

While the Commissioners recognized that it is important to maintain landscaping, they thought that in some circumstances, it might make sense not to require people to replace dead or dying landscaping or to replace it with the exact species required originally. They suggest that discretion should be left to the Community Development Director in regards to this.

The Commissioners also thought that a timeframe should be written into the code for replacement of plants and the attached ordinance reflects this.

FINDINGS:

1. A Notice of Public Hearing was published in the Bonney Lake Courier Herald on February 17, 2010.
2. The Planning Commission held a public hearing on March 3, 2010. There was no public comment.
3. An environmental determination of non-significance was issued on March 15, 2010. It was not appealed.
4. The Washington State Department of Community, Trade and Economic Development has completed their required review and had no comments.

5. The City's legal department drafted the first version of this ordinance and has commented on the final recommendation of the Planning Commission.
6. The Planning Commissioners voted 4 to 0 to recommend the attached draft ordinance.

RECOMMENDATION:

The Bonney Lake Planning Commission therefore recommends to the City Council that the attached draft of the Landscape Maintenance code be adopted.

ORDINANCE NO. D10-67

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING BONNEY LAKE MUNICIPAL CODE CHAPTER 16.14 TO ADDRESS PROVISIONS FOR THE MAINTENANCE OF REQUIRED LANDSCAPING

WHEREAS, it is necessary to enact a Code provision requiring the ongoing maintenance of landscaping by property owners; and

WHEREAS, a SEPA determination of non-significance was issued on March 12, 2010; and

WHEREAS, the Planning Commission conducted a public hearing on March 3, 2010 and issued a recommendation for passage of this Ordinance on March 17, 2010; and

WHEREAS, the Washington State Department of Commerce has completed their required review.

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

Section 1. Section 16.14.040 of the Bonney Lake Municipal Code and the corresponding portion of Ordinance No. 1171 are hereby amended to read as follows:

16.14.040 General requirements.

A. All portions of development sites not used for buildings, parking, driveways, walkways, outdoor storage, plazas, stormwater ponds, or similar improvements shall either remain in their native state or be landscaped in accordance with the purpose of this chapter.

B. Required landscaping elements shall be designed by a licensed landscape architect.

C. The type, quantity, and arrangement of installed plants shall be appropriate to the size and purpose of the landscape area.

D. Nonvegetative material such as gravel, mulch, and bark may supplement but not substitute for plantings.

E. Based on site-specific factors such as topography and micro-climate, the director(s) may waive or amend specific landscaping requirements as necessary to achieve the purpose of this chapter.

F. The director(s) may require berms or similar artificial topographical features.

G. Planting beds shall not be located over impervious surfaces. (Ord. 1171 § 1, 2005).

Section 2. A new Section, 16.14.180 BLMC, Landscaping Maintenance, is hereby added to the Bonney Lake Municipal Code to read as follows:

16.14.180 Landscaping Maintenance.

A. Unless a current property owner can provide a written explanation of good cause, as determined by the Community Development Director, whenever landscaping was required as a condition of development approval under the provisions of this Chapter, the current property owner must maintain shrubs, trees, and other plants in the landscaping and planting areas in a healthy growing condition within 60 days of notification by:

1. Replacing dead or dying trees, shrubs, and other plants;
2. Maintaining the landscaped area reasonably free of noxious weeds and trash;
3. Pruning or removing trees or shrubs to avoid the creation of a safety hazard or nuisance.

B. Failure to maintain landscaping according to this Section shall constitute a civil violation and shall subject the violator to the enforcement procedures of BLMC Chapter 14.130.

Section 3. 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 4. 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 _____ day of _____, 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:

Valid:
Published:
Effective Date:

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B. Failure to maintain landscaping according to this Section shall constitute a civil violation and shall subject the violator to the enforcement procedures of BLMC Chapter 14.130. The property owner shall be entitled to 60 days advance notice of the violation prior to penalties accruing. The property owner may assert as a defense to a code enforcement action any unusual weather patterns, plant disease, or other factors affecting plant viability beyond the property owner's control.

Section 3. 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 4. 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 _____ day of _____, 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Legal changes to PC recommendation – ~~strikeout~~ version

Passed:
Valid:
Published:
Effective Date:

ORDINANCE NO. D10-67

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING BONNEY LAKE MUNICIPAL CODE CHAPTER 16.14 TO ADDRESS PROVISIONS FOR THE MAINTENANCE OF REQUIRED LANDSCAPING

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PASSED by the City Council and approved by the Mayor this _____ day of _____, 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Legal changes to PC recommendation – clean version

Passed:

Valid:

Published:

Effective Date:

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

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 13 Apr 2010	<u>Agenda Bill Number:</u> AB10-48
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2018	<u>Councilmember Sponsor:</u> Councilmember Rackley

Agenda Subject: SR 410 Sidewalks 198th to 208th Design

Proposed Motion: Motion to adopt the design contract with KPG Engineering for the SR 410 Sidewalks project from 198th Ave East to 208th Ave East.

Administrative Recommendation:

Background Summary: The City of Bonney Lake received a State grant of \$841,000 plus City matching funds of approximately \$290,000 to install sidewalks along SR 410. The design phase of this project will include plans to provide sidewalk improvements along the north side of SR 410 from 198th Avenue East to approximately 440-feet west of 208th Avenue East for an approximate project length of 2,250LF. This scope of work covers the effort required to provide final bid documents. Improvements to be included within the project limits are anticipated to be the following:

- Provide curb, gutter, and 10-foot wide sidewalk along north side of SR 410 to complete the missing gap.
- Provide stormwater quality and quantity treatment.

Attachments: Resolution #2018, Map, Contract

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$150,000	\$149,038	\$149,038	\$962
Budget Explanation:			
301.053.032.595.10.63.10 -- \$150,000 for Design			
Construction slated for 2011			
Budget: Grant \$841,000			
City \$290,000			
Total \$1,131,000			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 05 Apr 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____
Meeting Date(s): _____ **Tabled To Date:** _____

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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Action Item #1

COMMUNITY DEVELOPMENT COMMITTEE

DATE: 05 April 2010

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Motion to adopt the design contract with KPG Engineering for the SR 410 Sidewalks project from 198th Ave East to 208th Ave East. The City of Bonney Lake received a State grant of \$841,000 plus City matching funds of approximately \$290,000 to install sidewalks along SR 410. The design phase of this project will include plans to provide sidewalk improvements along the north side of SR 410 from 198th Avenue East to approximately 440-feet west of 208th Avenue East for an approximate project length of 2,250LF. This scope of work covers the effort required to provide final bid documents. Improvements to be included within the project limits are anticipated to be the following:

ORDINANCE/RESOLUTION: 2018

REQUEST OR RECOMMENDATION BY ORIGINATOR:

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

<u>2010 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$150,000	\$150,000	\$149,038	\$962.

Explanation:

301.053.032.595.10.63.10 -- \$150,000 for Design
Construction slated for 2011
Budget: Grant \$841,000
City \$290,000
Total \$1,131,000

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	<u>DATE</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>
James Rackley, Chairman	<u>4-5-10</u>	<u><i>Jm Rackley</i></u>	_____
Randy McKibbin	<u>4/5/10</u>	<u><i>Randy McKibbin</i></u>	_____
Donn Lewis	<u>4-5-10</u>	<u><i>Donn Lewis</i></u>	_____

COMMITTEE COMMENTS: _____

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

Please schedule for City Council Meeting date of: April 13, 2010
Consent Agenda: Yes No

RESOLUTION NO. 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH
KPG ENGINEERING FOR THE DESIGN OF THE SR 410 SIDEWALKS FROM
198TH AVENUE EAST TO 208TH AVENUE EAST.**

Whereas, the City of Bonney Lake has approved the proposal to submit for the funding of the Pedestrian and Bicycle Safety Grant Program through the State by Resolution 1847, and;

Whereas, the City of Bonney Lake has secured approximately \$290,000 matching monies to complete this safety improvement effort, and;

Whereas, the City of Bonney Lake has by Resolution 1963 in September, 2009 authorized the Mayor to sign the submitted documents from the State of Washington Department of Transportation to begin the Pedestrian and Bicycle Safety Grant Program, in an amount of approximately of \$841, 000 of grant monies; 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 KPG Engineering in the amount of \$149,038 to complete the design portion of the project.

PASSED by the City Council this 13th day of April, 2010.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

State Route 410 Sidewalks Grant

Vicinity Map



The map features are approximate and are intended only to provide an indication of road feature. Additional areas that have not been mapped may be present. This is not a survey. The compiler and other data may not align. The County assumes no liability for variations ascertained by aerial survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.



Map Legend

- Roads
 - Interstate
 - Limited Access State Routes
 - Other State Routes
 - Ramps
 - Major Arterial
 - Collector
 - Local Access
- County - 2008 - Ortho

Scale 1:4,792
 0 200 400 ft.

Printed: 9/2/09 3:16 PM

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2010, by and between the City of Bonney Lake ("City") and KPG ("Consultant").

The parties hereby agree as follows:

1. Scope of Work. The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A "SR 410 Sidewalk Improvements" attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

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

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

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

The Consultant and its 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.

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

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

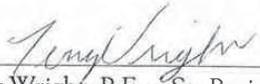
17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting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

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By: 
Terry Wright, P.E. - Sr. Project Manager

Attachments:

- Exhibit A: Scope of Work/Deliverables
- Exhibit B: Rates/Project Budget

EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City: Refer to attached Exhibit A: "SR 410 Sidewalk Improvements"

EXHIBIT A

City of Bonney Lake
SR 410 Sidewalk Improvements

KPG
Scope of Work
March 22, 2010

INTRODUCTION

The City of Bonney Lake plans to provide sidewalk improvements along the north side of SR 410 from 198th Ave East to approximately 440-feet west of 208th Ave East for an approximate project length of 2,250LF. This scope of work covers the effort required to provide final bid documents.

Improvements to be included within the project limits are anticipated to be the following:

- Provide curb, gutter, and 10-foot wide sidewalk along north side of SR 410 to complete the missing gap.
- Provide stormwater quality and quantity treatment.

The following assumptions were made when preparing the scope and budget:

- No illumination or irrigation system will be required.
- No Federal funds are involved in the project.
- All permits required for construction of improvements will be acquired by City.
- Replacement of sewer and water lines will not be required.
- No additional right-of-way will be required.
- No public involvement will be required.
- Stormwater quality treatment will be provided through bio-swales and/or vaults.
- Stormwater quantity treatment will be provided through infiltration, within the project limits.
- WSDOT will not be required to review or approve construction documents.

The following scope of work includes the effort to complete the above described improvements:

City of Bonney Lake
SR 410 Sidewalk Improvements

KPG
Project No. 09048
3/22/10

EXHIBIT A

SCOPE OF WORK

Task 1.0 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product:

- 1.1 The Consultant shall provide continuous project management and administration to complete the PS&E phase of work (estimate 5 months).
- 1.2 Provide monthly progress reports.
- 1.3 Coordinate with City staff at project meetings (estimate 2 meetings).
- 1.4 Provide QA/QC reviews of all submittals (preliminary 30% design, 90% design, and final design submittal).
- 1.5 Miscellaneous letters and phone calls.
- 1.6 Coordination with Subconsultants

Products:

- Monthly progress letter and invoicing.
- Meeting minutes for Consultant/City Meeting.
- QA/QC of all Submittal packages.

Assumptions:

- Design will be Bid Ready by February 2011.

EXHIBIT A

Task 2.0 – Survey and Base Mapping

This task covers the effort to create a basemap of existing features and right-of-way lines along the project limits.

- 2.1 Survey limits of the topographic mapping within the project limits will be:
 - 40 feet north of the existing fog-line, or 5-feet past toe or top of slope which ever is greater and to outside west bound lane line.
 - At the east end of the project the existing grass swale area between the edges of pavement north to the existing sidewalk will be mapped as a possible storm water treatment area.
 - At the west end of the project mapping will extend to the existing right-of-way line in the area of the existing detention pond, the elevation of the existing pond outlet will be located.
- 2.2 Survey Control – Existing monuments and property markers will be located and horizontal and vertical control points set, which will be used for mapping and control during construction.
- 2.3 Right-of-Way – The existing street right-of-way will be defined for SR 410 and along the NE corner of 198th Avenue East. Lot lines will not be determined.
- 2.4 Utility Locations – KPG will coordinate with PSE for locations of gas lines, Qwest for underground telephone lines, and request that City locate water, sewer, and storm lines. Locations of these utilities will be included in the field survey.
- 2.5 Gravity Utility Structures – measure downs and sketches will be provide for all sanitary and storm sewer structures.

Products:

- Electronic basemap showing existing right-of-way, utility locations, surface features, and contours at 1 foot intervals.

Assumptions:

- Basemap will be prepared in AutoCAD Civil 3D using KPG drafting standards.
- Right-of-way acquisition will not be required.
- Right-of-way will be determined from WSDOT right-of-way plans and no title reports will be needed and right-of-way Certification will not be required.
- Utility locates and pot holes if required will be provided by City.

EXHIBIT A

Task 3.0 – Preliminary Design (30% design)

Efforts under this task include the anticipated work necessary to complete the preliminary design and coordinate with the Geotechnical sub consultant to determine possible infiltration areas. Preliminary design will be completed to the level required to provide the following information:

- Horizontal alignment of curb and sidewalk.
- Locations of roadside drainage swales, drainage structures, and infiltration pipes.
- Locations retaining walls.
- Cross-sections of proposed and existing ground lines.
- Required private utility relocations and impacts, if any.
- Preliminary construction cost estimate.

Task 3.1 -Geotechnical

As part of the Preliminary Design a sub consultant will be hired by KPG to perform infiltration test and provide design values for retaining walls. Under this task the City will provide a backhoe and traffic control for soil investigation. See Exhibit C for a complete Scope of work for Task 3.1.

Products:

- A roll plot (scale of 1" to 20') showing the plan view of the proposed 30% design improvements.
- Roadway cross-sections.
- Geotechnical Memo with infiltration rates and retaining wall design valves.
- Preliminary construction cost estimate.

Assumptions:

- All drainage will be located within the existing right-of-way within the project limits and no offsite improvements will be required, with the exception of the existing grass swale between the east end of the project and 208th Ave E.
- No basin analysis, upstream or downstream will be required to size the stormwater system.
- Review of design by WSDOT will not be required.

City of Bonney Lake
SR 410 Sidewalk Improvements

KPG
Project No. 09048
3/22/10

EXHIBIT A

Task 4.0 – Roadway Design (90% and Final)

The Consultant shall prepare final bid documents (PS&E) for the improvements described above. The following information will be included in these final plans:

- Plans shall be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City and WSDOT standards.
- Typical sections and details shall be provided, except for items available as standard details from the City, State or APWA drawings which will be included in the plan set via image/PDF files.
- The Consultant shall prepare specifications and submit for review at the 90% stage and submit final specifications with the bid documents.
- The Consultant shall calculate quantities and prepare construction cost estimates along with each submittal and with the bid documents.
- The Consultant shall field review the project corridor to ensure the plans are showing an accurate representation of the proposed improvements and support the City during the bidding process.
- The plans will show complete details of construction of the proposed improvement including:
 - Paving limits
 - Curb, sidewalk, and driveway layout
 - Storm drainage layout
 - Utility adjustments
 - Surfacing depths and details
 - Channelization and signing
 - Property restoration
 - Right-of-way

EXHIBIT A

The estimated Sheet Count is as follows:

Title	Number
Cover Sheet	1
Sheet Index, Legend, and Abbreviations	1
Typical Sections	1
Demolition/Erosion Control - Plan/Plan	3
Roadway Alignment Plan & Profiles	5
Restoration Plans - Plan/Plan	3
Infiltration/Detention Pond	2
Treatment Vaults	1
Retaining Wall Details	1
Drainage Details	2
TOTAL	20

Products:

90% Review Submittal

- 1 Construction Cost Estimate
- 6 -1/2 Size Plan Sets (11x17 size)
- 2 Sets of Full Sized Plan sets
- 2 Sets Specifications

Final Submittal

- Bid Documents (Hard Copy and Electronic)
- 1 Construction Cost Estimate
- 5 Sets Plans (11x17 size)
- 5 Sets Plans (22x34 size)
- 1 Set Reproducible Ready Specifications
- 1 Set Reproducible Mylar's

Assumptions

- The City will not make changes to the locations of improvements approved during the Preliminary task.
- City will reproduce final bid documents.

City of Bonney Lake
SR 410 Sidewalk Improvements

KPG
Project No. 09048
3/22/10

EXHIBIT A

Task 5.0 – Environmental

The scope of this work provides for the preparation and coordination of a SEPA Checklist, Washington State Executive Order 0505 Cultural Resources Report. The project documentation will be developed following the appropriate local, state and federal guidelines. The following is a detailed list of tasks to perform the work described above.

- 5.1 Prepare a SEPA Checklist.
- 5.2 Complete the necessary fieldwork within thirty feet of the existing City right-of-way to assess the presence of cultural resources and in accordance with executive order 0505.
- 5.3 Prepare the necessary 0505 documentation and conduct the necessary coordination with DAHP.
- 5.4 KPG will prepare figures and drawings for all permits, including API, vicinity maps, and typical sections.

Products:

- 0505 Compliance Report.
- SEPA Checklist.

Assumptions:

- It is anticipated that no significant artifacts will be located during the cultural resources work.
- It is anticipated the SEPA will be a DNS.
- No other environmental documentation will be required.
- No Federal Funding.

Other Services:

The City may require additional services of the Consultant. These services could include value engineering support, permit assistance, and/or construction management and inspection services. At the time these services are required, the Consultant shall provide the City with a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

EXHIBIT B: RATES

The Consultant's work under this Agreement shall be compensated at the per hour based on the rates shown on Attached Exhibit B - "SR 410 Sidewalk Improvements"

EXHIBIT B



Architecture
Landscape Architecture
Civil Engineering

PROJECT SUMMARY

CLIENT: City of Bonney Lake
 PROJ NAME: SR 410 Sidewalks
 Job # 09048
 PROJ MGR.: Terry Wright
 DATE: March 22, 2010

Task	Description	KPPG ARCHIT/ENG	SUBCONSULTANTS		Totals
			Terracon (Geotechnical)	Widener & Associates (Environmental)	
1.0	Management/Coordination/Admin.	\$7,021.60			\$7,021.60
2.0	Survey and Base Map	\$18,859.14			\$18,859.14
3.0	Preliminary Design (30%)	\$33,161.12	\$5,050.00		\$38,211.12
4.0	Roadway Design (90% & Final)	\$73,725.60			\$73,725.60
5.0	Environmental (SEPA & Section 0505)	\$6,947.36		\$4,000.00	\$10,947.36
Totals		\$139,987.82	\$5,050.00	\$4,000.00	\$149,037.82

EXPENSE ITEM \$273.00

EXHIBIT B



CLIENT: City of Bonney Lake
 PROJ NAME: SR 410 Sidewalks
 Job # 09048

DATE: March 22, 2010

TASK NO.	TASK DESCRIPTION	SUMMARY OF STAFF LABOR HOURS REQUIRED BY TASK										Total Hours	Task Total
		Project Manager	Project Engineer	Design Engineer	Surveyor/Manager	Surveyor, PLS	Survey Crew	Technician	Clerical				
1.0	Management/Coordination/Admin. Task 1 Hours =	170.60	115.08	71.49	145.00	113.57	133.49	95.00	88.00			46.0	\$7,022
2.0	Survey and Base Map Task 2 Hours =				4.0	68.0	62.0	24.0				158.0	\$18,859
3.0	Preliminary Design (30%) Task 3 Hours =											268.0	\$33,161
4.0	Roadway Design (90% & Final) Task 4 Hours =											653.0	\$73,726
5.0	Environmental (SEPA & Section 0505) Task 5 Hours =											60.0	\$6,947
OTHER DIRECT COSTS													
Other Direct Costs													\$273
Hours	Total	205.0	464.0	44.0	4.0	68.0	62.0	268.0	70.0			1,185.0	
	Total	\$34,973	\$53,397	\$3,146	\$580	\$7,723	\$8,276	\$25,460	\$6,160				
KPPG DESIGN SERVICES LABOR TOTAL =												\$139,988	

EXHIBIT B

OTHER DIRECT COSTS
EXPENSE ESTIMATE



CLIENT: City of Bonney Lake
 PROJ NAME: SR 410 Sidewalks
 Job # 09048

DATE: March 22, 2010

EXPENSE ITEM	Cost	/ Unit	Qty	Total
Travel - Mileage	0.55	\$/ mile	200	\$110
Travel - Parking County	9.00	\$/ 4 hrs	0	\$0
Maps and Charts	-	estimate	LS	\$0
8 1/2 X 11 Copies	0.10	\$/ea	0	\$0
11 X 17 Copies	0.35	\$/ea	8	\$3
Blueprint Prints	0.35	\$/ea	0	\$0
11 X 17 Plot Check Prints	1.00	\$/ea	0	\$0
Color Reduction Prints 8 1/2 x 11	1.00	\$/ea	0	\$0
Color Reduction Prints 11 x 17	1.50	\$/ea	0	\$0
22 X 34 Copies	2.00	\$/ea	0	\$0
22X34 Plot Check Prints Copy (Bond)	6.00	\$/ea	0	\$0
Plots Large Veilum	8.00	\$/ea	20	\$160
Plots Large Mylar	14.00	\$/ea	0	\$0
Mountings 22 x 34	15.00	\$/ea	0	\$0
Plot Prints Large Bond Color	22.00	\$/ea	0	\$0
Photo Documentation	-	estimate	LS	-
Postage	-	estimate	LS	-
Courier Service	-	estimate	LS	-
Title Reports	400.00	\$/ea	0	\$0
Infiltration Test		\$/ea	0	\$0
Total KPPG In-House Expense =				\$273

EXHIBIT B



CLIENT: City of Bonney Lake
 PROJ NAME: SR 410 Sidewalks
 Job # 09048
 DATE: March 22, 2010

TASK 1 HOUR BREAKDOWN

STAFF LABOR HOURS REQUIRED BY TASK

TASK NO.	TASK DESCRIPTION	STAFF LABOR HOURS REQUIRED BY TASK								Total Hours	Task Total
		Project Manager	Project Engineer	Design Engineer	Surveyor Manager	Project Surveyor, PLS	Survey Crew	Technician	Clerical		
1.0	Management/Coordination/Admin. On-going Project Management (5 Months) Monthly Progress/Invoice Reports Coordination Meetings (2 assumed) QA/QC (30, 90% Final) Misc. Letters and Correspondence Coordination Subconsultants	170.60	115.08	71.49	145.00	113.57	133.49	95.00	88.00	10	\$1,293.00
										6	\$775.80
										8	\$1,364.80
										12	\$2,047.20
										6	\$858.40
										4	\$692.40
OTHER DIRECT COSTS											
	Other Direct Costs										
	Hours	36.0								46	
	Total	\$6,142									\$880
TOTALS											\$7,021.60

EXHIBIT B



CLIENT: City of Bonney Lake
PROJ NAME: SR 410 Sidewalks
Job # 09048
DATE: March 22, 2010

TASK 2 HOUR BREAKDOWN											
STAFF LABOR HOURS REQUIRED BY TASK											
TASK NO.	TASK DESCRIPTION	Classification							Total Hours	Task Total	
		Project Manager	Project Engineer	Design Engineer	Surveyor Manager	Project Surveyor, PLS	Survey Crew	Technician			Clerical
2.0	Survey and Base Map										
	Initial Survey Research Control					8.0				8	\$908.56
	Field Mapping					8.0				8	\$1,067.92
	Field Verifications & Measure Downs					50.0				50	\$6,674.50
	Base Map Preparation					4.0				4	\$533.96
	Coordination, Research, and Supervision				2.0	40.0			24.0	64	\$6,822.80
	Right-of-way Determination				2.0	8.0				10	\$1,198.56
						12.0				14	\$1,652.84
OTHER DIRECT COSTS											
	Other Direct Costs										
	Hours Total				4.0	68.0	62.0	24.0		158	
	TOTALS				\$580	\$7,723	\$8,276	\$2,280			\$18,859.14

EXHIBIT B



CLIENT: City of Bonney Lake
 PROJ NAME: SR 410 Sidewalks

Job # 09048
 DATE: March 22, 2010

TASK NO. TASK DESCRIPTION

TASK NO.	TASK DESCRIPTION	TASK 4 HOUR BREAKDOWN										Total Hours	Task Total
		STAFF LABOR HOURS REQUIRED BY TASK											
		Project Manager	Project Engineer	Design Engineer	Surveyor Manager	Project Surveyor, PLS	Survey Crew	Technician	Clerical	Initials	Classification		
4.0	Roadway Design (90% & Final)	170.60	115.08	71.49	145.00	113.57	133.49	95.00	88.00			653	\$61,954.00
1.0	Cover Sheet	0.5	1.0					4.0				5.5	\$580.38
1.0	Sheet Index, Legend & Abbreviations	0.5	1.0					4.0				5.5	\$580.38
1.0	Typical Sections	4.0	8.0					12.0				24	\$2,743.04
3.0	Demolition / Erosion Control / Plan/Plan	8.0	30.0					36.0				74	\$8,237.20
5.0	Roadway Alignment Plan & Profile	24.0	80.0					60.0				164	\$19,000.80
2.0	Restoration Plans	8.0	24.0					36.0				84	\$9,610.08
1.0	Infiltration/Retention Pond	4.0	16.0					12.0				36	\$3,949.64
1.0	Treatment Vaults	12.0	8.0					12.0				32	\$4,107.84
2.0	Retaining Wall Details	8.0	16.0					24.0				56	\$6,058.00
20.0	Drainage Details												
	Special Provisions	8.0	32.0										\$72.00
	Construction Cost Estimate	4.0	24.0										\$36.00
OTHER DIRECT COSTS													
	Other Direct Costs	93.0	276.0	28.0				224.0	32.0			653	
	Total	\$15,866	\$31,762	\$2,002				\$21,280	\$2,816				
	TOTALS												\$61,954.00

EXHIBIT B



Architecture
 Surveying
 Civil Engineering

CLIENT: City of Bonney Lake
 PROJ NAME: SR 410 Sidewalks

Job # 09048
 DATE: March 22, 2010

TASK NO.	TASK DESCRIPTION	TASK 5 HOUR BREAKDOWN							Total Hours	Task Total		
		STAFF LABOR HOURS REQUIRED BY TASK										
		Project Manager	Project Engineer	Design Engineer	Surveyor Manager	Project Surveyor, PLS	Survey Crew	Technician	Clerical			
5.0	Environmental (SEPA & Section 0505)	170.60	115.08	71.49	145.00	113.57	133.49	95.00	88.00	60	\$6,947.36	
	Preparation of SEPA Figures for SEPA	4.0	12.0	4.0				12.0		17	\$2,063.36	
	Figures for 0505 Compliance Report Backup Data for 0505 Compliance	1.0	8.0	8.0				8.0		10	\$1,261.84	
	0505 Field Work and Report Preparation	See Summary Tab for Subconsultant Cost for Preparation of Report & Field Work: Total \$4,000										
OTHER DIRECT COSTS												
	Other Direct Costs									60		
	Hours	8.0	32.0					20.0				
	Total	\$1,365	\$3,683					\$1,900				
	TOTALS											

EXHIBIT C
TASK 3.1



July 2, 2009

KPG
1117 Broadway, Suite 501
Tacoma, Washington 98402

Attention: Mr. Terry Wright, P.E.

Subject: Proposal for Geotechnical Services
Stormwater Infiltration and Retaining Walls
State Route 410 between 198th Avenue East and 208th Avenue East
Bonney Lake, Washington
Terracon Proposal No. PB2090038

Dear Mr. Wright:

Terracon Consultants, Inc. (Terracon) has prepared this proposal to provide a geotechnical evaluation in support of design of stormwater infiltration facilities and retaining walls along the above described portion of State Route 410 in Bonney Lake, Washington. Our scope of services and fee estimate are based on information and site plans provided by KPG and our knowledge of subsurface conditions in the area.

Project Information

The site is located on the north side of SR 410 between 198th Avenue East and 208th Avenue East in Bonney Lake. Improvements to stormwater drainage and grade changes will require infiltration facilities and construction of short (5 feet or less) retaining walls. We understand that shallow infiltration trenches or ponds are being considered. A Mechanically Stabilized Earth (MSE) small-block CMU wall will be constructed along a portion of the project.

In general, the project site is on gently west-facing sloped ground. Potential infiltration areas are principally located in the western portion of the project limits, although other areas might be used. Planned retaining wall(s) will be near the center and eastern portions of site.

Native soils in the area are anticipated to consist of glacial outwash and/or till. These soils are generally considered suitable for use of retaining walls, but may have limitations for stormwater infiltration.

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Geotechnical Environmental Construction Materials Facilities

Geotechnical Scope of Services

Our scope of services for the geotechnical evaluation would include subsurface explorations, in-situ infiltration testing, laboratory testing, engineering analyses, and preparation of a summary report. It is our opinion that test pits and infiltration test areas can be excavated with a rubber-tired backhoe. We understand that up to 10 locations are possible sites for test pits to characterize soils. Of these, up to five potential infiltration test areas are being considered.

We propose to complete up to 10 test pits and five infiltration tests within the project limits. Test pits would be advanced to depths between 5 to 10 feet below the surface, and at least 4 feet below the planned bottoms of the infiltration systems. Select samples of the various soil types encountered would be collected and returned to our laboratory for grain size testing. Infiltration tests would be performed in conformance with accepted City of Bonney Lake procedures.

We understand that the City of Bonney Lake will provide a backhoe and water to complete the test pits and assist in the infiltration tests. A Terracon geotechnical engineer or geologist would observe the explorations, perform the infiltration tests, prepare field logs of observed subsurface conditions, and collect select soil samples. Laboratory testing to assess soils characteristics for use in design may include gradation and moisture content testing.

Following the field exploration, infiltration testing, and laboratory testing programs, we would perform engineering analyses and prepare a written report. Specific items that would be addressed in the report would include:

1. Description of the project site with exploration locations shown on a site plan;
2. General subsurface conditions;
3. Summary of assessed infiltration rates per field tests;
4. Temporary and permanent cut and fill slope recommendations;
5. Design and construction considerations for MSE retaining walls including foundation subgrade preparation, lateral earth pressures, reinforced zone backfill soils and compaction criteria; and,
6. Recommendations for further study, if required.

Please note that our services do not include design of the planned retaining wall(s). We can assist with the wall design and are available to prepare a separate scope and cost estimate, as requested.

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Schedule

We are available to complete the fieldwork as soon as we receive written authorization to proceed and coordinate with City of Bonney Lake crews. We anticipate that the fieldwork can be completed in one to three days depending on the number of infiltration test performed. Preliminary information can be provided following the field testing. Laboratory testing, analyses, and a summary report can be completed within two weeks of completing the field work.

The public utility clearance would be provided by the Utility Underground Locating Center. However, assistance from a representative of the owner would be required to mark private on-site utilities not otherwise located.

By acceptance of this proposal, the property owner(s) acknowledge that there is some risk of damage to non-located buried utilities and that Terracon will not be held responsible for damage to non-located utilities, the site property, or adjoining properties in the event that a non-located utility is damaged as a result of the subsurface exploration.

Compensation

We would complete our services on a time and materials basis. We have estimated our fees on a unit cost basis as we understand the number of test pits and infiltration tests may change.

<u>Task</u>	<u>Cost</u>
Field Engineering (1 day):	\$ 750
Infiltration Tests (estimate 5 x \$300)*	\$1,500
Laboratory Testing (estimate 10 x \$90)	\$ 900
Analyses/Report Preparation/Project Management	<u>\$1,900</u>
Total	\$5,050

*Assumes that infiltration tests performed concurrently

Additional services that may be recommended by Terracon, required by permitting agencies, or requested by the client, contractors, or other consultants retained by these parties are not included in the cost estimate. A cost estimate for these additional services can be provided as requested. Terracon services described in this agreement would be billed at our current unit rates listed below.

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Clerical / Administrative	\$ 60/hour	Expert Witness (4-hr min)	175% Base Rate
Laboratory Technician	\$ 60/hour	Equipment Rental	Per Schedule
Geotechnical / Environmental Technician	\$ 70/hour	Mileage	IRS Rate+ 15%
CAD Drafter	\$ 70/hour	Outside Copies	Cost + 15%
Field Engineer / Geologist / Scientist	\$ 80/hour	Transportation by Public Carrier	Cost + 15%
Staff Engineer / Geologist / Scientist	\$ 90/hour	Outside Services or Subcontractors	Cost + 15%
Sr. Staff Engineer / Geologist / Scientist	\$100/hour	Materials and Supplies	Cost + 15%
Project Manager	\$110/hour		
Project Engineer / Geologist / Scientist	\$120/hour		
Senior Project Manager I	\$130/hour		
Senior Project Manager II	\$150/hour		
Principal	\$160/hour		
Senior Principal / Senior Consultant	\$170/hour		

Conditions

We require right-of-entry to the property at least 4 days prior to the scheduled date of our fieldwork. We request that a contact representing the current property owner be designated for us to coordinate with, for access and timing of our fieldwork. Please note that the field explorations will result in disturbance to the site. Cuttings from test pit excavations will be placed back into the pit and tamped with the backhoe bucket. However, settlement of the test pit backfill should be anticipated with time. Additionally, some spoils will remain on the surface around the test pit locations. Although we make every effort to minimize disturbance, our scope of services does not include repairing or replacement of disturbed areas or vegetation.

Our work would be performed in accordance with our Agreement for Services, a copy of which is attached. If adverse conditions are encountered during the field exploration, we would inform you as soon as possible and no further work would be performed beyond the authorized scope of work without your prior approval.