

**CITY COUNCIL MEETING**

**August 23, 2011  
7:00 P.M.**

**AGENDA**

City of



**“Where Dreams Can Soar”**

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

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

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

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

**I. CALL TO ORDER – Deputy Mayor Dan Swatman.**

A. Flag Salute – Deputy Mayor Dan Swatman.

B. Roll Call:

Elected Officials: Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember James Rackley.

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

C. Announcements, Appointments and Presentations:

1. Announcements:

a. **Proclamation:** Beautify Bonney Lake Day – September 17, 2011.

2. Appointments:

a. **Administration of Oath of Office:** Sergeant James Keller.

3. Presentations: None.

D. Agenda Modifications:

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

A. Public Hearings:

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

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- 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*

- p. 7 A. **Approval of Corrected Minutes:** July 16, 2011 Special Council Meeting; July 19, 2011 Council Workshop, July 26, 2011 Council Meeting, and August 9, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #61728 thru 61764 (Including Wire Transfer #s 20010803, 20110802, 35271069) in the amount of \$209,886.08; Accounts Payable checks/vouchers #61765 thru 61797 in the amount of \$6,281.03; Accounts Payable checks/vouchers #61798 thru 61833 (including Wire Transfer # 8122011) in the amount of \$364,051.10 for a grand total of \$580,218.21.
- C. **Approval of Payroll:** Payroll for August 1-15th 2011 for checks 29939-29967 including Direct Deposits and Electronic Transfers in the amount of \$ 432,058.72.
- p. 25 D. **AB11- 84 – Resolution 2133** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting A Six-Year Transportation Improvement Program (2012-2017).
- p. 33 E. **AB11-90 – Resolution 2139** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Renewal Agreement With Qwest To Provide ISDN PRI Circuit For A Term Of 36 Months With A Monthly Charge Of \$580.00.
- p. 41 F. **AB11-93 – Resolution 2142** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Submit An Application For The FY2013 Transportation Improvement Board Grant Programs In Connection With The State Route 410 & Sumner Buckley Highway Intersection Improvement Project.
- p. 55 G. **AB11-97 – Resolution 2145** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With RH2 Engineering For The On Site Sewer Abatement Master Plan.

#### V. **FINANCE COMMITTEE ISSUES:**

- p. 67 A. **AB11-82 – Ordinance D11-82** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Modifying Bonney Lake Municipal Code Chapter 15.14 Relating To Funding Of The City’s Stormwater Utility.
- p. 73 B. **AB11-92 – Resolution 2141** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Amendment To The Purchase And Sale Agreement With The Sumner School District To Provide Right-Of-Way For The Safe Routes To School Project.
- p. 103 C. **AB11-100 – Resolution 2147** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding A Contract To Wesco Cascade Controls For The Purchase And Installation Of Variable Frequency Drives.

**VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**

- p. 117 A. **AB11-96 – Resolution 2144** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Awarding The Contract With Northwest Concrete Waterproofing For The Sewer Manhole Rehabilitation Services.

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

**VIII. FULL COUNCIL ISSUES:**

- p. 129 A. **AB11-101 – Ordinance D11-101** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 13.12 BLMC.
- p. 131 B. **AB11-102 – Ordinance D11-102** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting A Temporary Zoning Moratorium On The Establishment, Maintenance Or Continuation Of Medical Marijuana Collective Gardens.
- p. 135 C. **AB11-104** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Joint Special Meeting Of The City Council And Planning Commission For August 30, 2011 At 5:30 p.m.

**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**

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# Proclamation

**WHEREAS**, since 2004, the annual event known as Beautify Bonney Lake has produced thousands of volunteer hours for the improvement of the community, with community volunteers and businesses generously contributing time, materials and money toward needed improvement projects; and

**WHEREAS**, Beautify Bonney Lake strives to inspire increasingly greater numbers of citizens and businesses to donate 3 hours a year to enhance the beauty of the City, by providing a vehicle to easily capture the goodwill of the citizens via their willingness to create permanent and positive improvements to the City; and

**WHEREAS**, the City of Bonney Lake wishes to recognize the efforts of Beautify Bonney Lake, a registered charitable 501(C)3 organization, to engage the community in positive and charitable activities to enhance the livability of the City.

**NOW, THEREFORE**, I, Neil Johnson, Jr., Mayor of the City of Bonney Lake, Washington, do hereby proclaim:

**Saturday, September 17, 2011**

**as**

***Beautify Bonney Lake Day,***

And urge all citizens, property owners and businesses to participate in Beautify Bonney Lake; and support this great community effort by donating time, talents, materials and monetary contributions to the local improvement projects associated with this wonderful event.

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Mayor Neil Johnson

Date

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**CITY COUNCIL SPECIAL  
MEETING – YMCA TOUR**

**July 16, 2011  
7:00 P.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](http://www.ci.bonney-lake.wa.us)*

**Location:** Starting at Bonney Lake Senior Center, 19304 Bonney Lake Blvd. and traveling to the Gig Harbor YMCA located at 10550 Harbor Hill Dr., Gig Harbor, WA, 98335.

**I. CALL TO ORDER**

Deputy Mayor Dan Swatman called the meeting to order at 9:00 a.m. In addition to Deputy Mayor Swatman, the following elected officials were in attendance: Councilmember Mark Hamilton, Councilmember Laurie Carter, and Councilmember Dan Decker. Planning Commissioner Katrina Minton-Davis also attended. Staff members in attendance were Facilities & Special Projects Manager Gary Leaf and Administrative Specialist Debbie McDonald.

**II. TOUR AND DISCUSSION**

- A. YMCA Tour: Bob Eckland, President and CEO of the YMCA of Tacoma-Pierce County and Michelle LaRue, Communications and Capital Campaign Director, greeted the group and provided a tour of the facilities. The group viewed the facility’s multi-purpose room, classes, and MultiCare therapy offices. The group discussed teen night, swimming pool options, financing issues, and the proposed Summer YMCA location. Mr. Ecklund described the YMCA organization and structure. He explained that each YMCA is a separate, locally-run organization. The YMCA of Pierce and Kitsap Counties is governed by a Board of Directors who live in Pierce or Kitsap Counties and who are elected by members. After finishing the tour, the group then traveled back to the Bonney Lake Senior Center.

**III. ADJOURNMENT**

By common consent the City Council adjourned their Special Meeting at approximately 1:30 p.m.

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Harwood T. Edvalson, CMC  
City Clerk

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Mayor Neil Johnson, Jr.

Items presented to Council at the July 16, 2011 Special Meeting: *None.*

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**COUNCIL WORKSHOP**

**July 19, 2011  
5:30 p.m.**

**MINUTES**



*“Where Dreams Can Soar”*

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

**I. Call to Order:** Deputy Mayor Swatman called the Workshop to order at 5:33 p.m.

**II. Roll Call:** [A1.3]

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

Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Public Works Engineer John Woodcock, City Attorney Jim Dionne, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist Shawn Campbell.

**Councilmember Decker moved to amend the agenda to move item C. AB11-81, to Item A. Councilmember Lewis seconded the motion.**

**Motion approved 7 – 0.**

**III. Agenda Items:**

**A. Discussion:** AB11-81 – Revised Draft of a Letter of Understanding with the YMCA of Pierce and Kitsap Counties.

City Administrator Morrison distributed a revised Letter of Understanding to Council. Councilmember Hamilton asked if the City would be required to take the full \$8 million out in a bond, or if the City could receive funds from an outside source. He asked if the City had considered forming a park district. City Administrator Morrison said if the citizens pass a bond it could be worded to state “up to \$8 million”. He said one of his concerns in the letter is the section that states: “YMCA and City of Bonney Lake review all press statements related to the YMCA project before released publically. Further, both entities approve messages and talking points before verbal communications with the media or in other public settings”. He said the City cannot control what other groups say or do. City Attorney Dionne said this Letter of Understanding is not binding and Council must approve any binding agreement. He suggested the City add the words “up to” before 66% and \$8 million in section “C” to give the City more flexibility in funding. He said the language of a bond would be reviewed by the City’s bond attorney before a ballot measure is put before voters. Michelle LaRue, YMCA of Pierce and Kitsap Counties, said the clause Mr. Morrison is concerned about is intended to ensure everyone is on the same pages with press releases. She said in other instances the YMCA has heard news from the media before the YMCA had been informed. She said the Y’s intent is not to control the City but to support the City in funding the YMCA. She added the YMCA

has a very strong communications department and will be a good resource in informing citizens about any bond measure on a ballot.

Councilmember Rackley asked about the issue of separation of church and state. Bob Ecklund, President and CEO of the YMCA of Pierce and Kitsap Counties, said the YMCA is not a church, they are a not for profit 501(c)(3) organization that is for youth development, healthy living and social responsibility. He said they are not a religious organization nor do they impose any religion on members. Councilmember Decker said the issue is not separation of church and State, he cited the U.S. Constitution. He said the issue is about religious instruction. He said when the Council attended the Gig Harbor YMCA tour he noticed scripture on the walls, and a prayer meditation room with a crucifix and a bible. He said many YMCA's have bible studies that the YMCA pays for, and employ chaplains. He said the City must ensure they are not supporting anything to do with religious activity. He said the YMCA is exercising Christian beliefs and bringing it to their members. City Attorney Dionne said the City is interested in supporting a recreational center for the citizens. He said the City has a secular purpose in establishing a YMCA. He believes the YMCA passes constitutional review. Mr. Ecklund said they have many successful relationships with government agencies in City, State and Federal jurisdictions. He added the YMCA will match the City funds at 50%. He said there is a wide variety of literature available in the YMCA. He noted that the YMCA's that employ chaplains are not affiliated with the YMCA of Pierce and Kitsap Counties. He said the YMCA does not discriminate, and there is no requirement for members to have Christian beliefs. He said they have an active sliding fee scale so any person regardless of income can be a member. He added the YMCA has a stated goal that at least 10% of the members be on financial assistance. Councilmember Hamilton said the contract would have to ensure no funds from the City went to pay for any religious instruction. City Administrator Morrison asked if the YMCA decorated publically funded YMCA's differently than privately funded ones. Mr. Ecklund said they do not decorate differently between privately and publicly funded facilities, but do ensure public funds do not pay for any religious activities.

Mr. Ecklund said that the YMCA will add over 150 jobs to the area. Councilmember Rackley said the City is looking at partnering with the YMCA because of their expertise in running, maintaining, and operating a facility. Deputy Mayor Swatman said the City could ensure the City's portion of the funding paid for the capital investment only. He said no City funds could be used for staff or programming. He added that section "E" of the Letter of Understanding, states the YMCA would like to own the land sooner than the 50 years previously discussed. Mr. Ecklund said the YMCA would like to own the land as soon as possible so they can use the land to secure additional financing.

**At 6:26pm, Councilmember Hamilton moved to have a 10-minute recess. Councilmember Rackley seconded the motion.**

**Motion approved 7 – 0.**

**The Workshop reconvened at 6:39pm.**

**B. Council Open Discussion:**

YMCA: Councilmember Decker said during the break he was provided an article from the Kitsap Sun Times referencing a letter from Bob Ecklund where he states, "our (Gig Harbor and Bremerton YMCA's) missions are the same, to put Christian principals into practice

through programs that build healthy Spirit, mind, and body for all working together". Councilmember Decker said this letter shows the YMCA's intent to share Christian teachings.

Pierce County Regional Council: Councilmember Hamilton said the next PCRC meeting is July 21<sup>st</sup>. He said the Sumner Comprehensive Plan Amendment is on the agenda for final approval or disapproval. He said Sumner has addressed the issue of displacement of agricultural lands. He said he would like Council consensus regarding opposition of the amendment. He said the City of Sumner's market analysis states there is not sufficient commercial property to service the area. He said the report does not include any of the commercial land within the City of Bonney Lake. He said the City of Sumner has an overabundance of commercial land and they need to address this issue before they acquire more. He said they have also requested the job projection numbers for the Cascadia project be cut by 50%, but the number of homes being allowed has increased to 9,200. Deputy Mayor Swatman said it is very important to point out the City of Bonney Lake is within the commercial development zone for this project.

Fennel Creek: Councilmember Carter stated she attended the recent tour of the Fennel Creek and Victor Falls area. She said a great amount of information was shared. She asked if there is a way to bring the information on how healthy the creek and surrounding area is forward to the public. She asked if the City would consider a viewing platform at the top of the falls for public viewing.

Eastown Sewers: Deputy Mayor Swatman asked if the City has received the final plans for Eastown. City Engineer Woodcock said the Public Works Department has the 100% complete plans. He said they are reviewing them now and could provide an engineer's estimate to council when Director Dan Grigsby returns from vacation.

Staff Vacation Time: Deputy Mayor Swatman asked for an update on staff taking vacation to bring their total banked hours below the 240 hour maximum before the end of the year. City Administrator Morrison said the City has sent notices to each department with a list of employees that will need to take vacation before the end of the year. He said the issue has also been discussed at management team meetings.

Interim Chief of Police: Deputy Mayor Swatman said the Mayor has announced his intent to appoint Assistant Chief Dana Powers as Interim Chief without an open recruitment for the position. He said he believes the City should have an open hire policy and this appointment is not open or competitive. City Administrator Morrison said the municipal code states any appointed position can be filled on an interim basis for up to 12 months by the Mayor. He said the Mayor would like to promote from within. He said at the end of the 12 months if Assistant Chief Powers is not appointed to Chief of Police she will continue as Assistant Chief and the City would open the position to outside candidates. Councilmember Rackley said he likes the idea of hiring from within, but suggested the City fully advertise and recruit for the position at the end of the interim appointment. Councilmember Hamilton said it is the Council's duty to ensure the citizens get the best person for the job.

Park District: Deputy Mayor Swatman asked Council if they would be willing to look at the option of creating a park district. Councilmember Carter said she is surprised the Council has not considered it before. Councilmember Hamilton said he would like to learn more about the issue. He added it may strengthen the City's position for bonding and grants. He said he would not be in favor of a Park District if it levied a new tax on the citizens.

County Redistricting: Deputy Mayor Swatman said the City of Bonney Lake's County Council district has changed due to redistricting. He said the City of Bonney Lake and Sumner are no longer in the same district. Councilmember Hamilton added the City is now in the same district as South Hill.

Sales Tax Revenue: Deputy Mayor Swatman showed the Council sales tax revenue over a period of several years for five different businesses. He shared the trends in each business, and cautioned Councilmembers to not only look at the sales tax totals, but the trends that the larger retailers show also. Councilmember Rackley said he assumes two of the five businesses are building suppliers. He said those businesses will lag behind the others in the recovery. He said business licensing is down in the City, but he thinks the remaining businesses are solid. Councilmember Hamilton said the last consumer confidence report is at an all-time low.

Economic Incentive Program: Deputy Mayor Swatman said the City has approximately 1000-plotted lots that are ready to be built on. He said he is working on an economic incentive program that would give discounts for fees of about 30% for a two quarter period. He said the value of building a new home in the City goes far beyond the fees generated from the builder. He said if the other Councilmembers are interested, he will prepare a presentation for an upcoming workshop. Councilmember Rackley said the fees are set for a reason. He said he is willing to hear the proposal but one of the reasons the City is in a good position financially during the current downturn is the fees the City has in place. He said the City has 37 homes built to date this year.

Swiss Park: Councilmember Lewis asked for an update on the status of the fire hydrant for Swiss Park. City Administrator Morrison said the last conversation he had with the park was they would take the issue to the Swiss Park board to decide if the issue needed to be voted on by the whole membership.

City Finances: Councilmember Decker asked for an update on the state of the city. Chief Financial Officer Juarez said the financial model is complete and being reviewed currently. He said it will be taken to the July 26, 2011 Finance Committee Meeting.

C. **Review of Council Minutes** July 5, 2011 Council Workshop and July 12, 2011 Council Meeting.

Councilmember Lewis asked for p.2 of the July 5, 2011 minutes to be amended to "20<sup>th</sup> 29<sup>th</sup> & 30<sup>th</sup>". Councilmember Carter asked for p. 2 to be amended to "park community center". The corrected minutes were forwarded to the July 26, 2011 meeting for action.

IV. **Executive Session:** The Council recessed to an executive session with the City Attorney at 7:43pm for 10 minutes to discuss the acquisition of real estate per RCW 42.30.110 (b). The executive session was extended at 7:52pm for 10 minutes. The Workshop resumed at 7:59pm.

**Councilmember Rackley moved to suspend the Council rules to add and approve AB11-86 – Resolution 2136 - Approval of a Purchase and Sale Agreement to Acquire the Metal Warehouse Building at 18585 Sumner Buckley Highway, Bonney Lake, to the agenda as an action item. Councilmember Decker seconded the motion.**

**Motion to suspend the rules and add AB11-86 approved 7 – 0.**

Deputy Mayor Swatman said the City has been looking at this property for some time, and the future plan is to put a road through this area. Councilmember Hamilton said he hopes the City will consider moving the Food Bank to the existing building. Councilmember Decker said the Senior Center could use the upstairs of the facility.

**Resolution 2136 approved 7– 0.**

**V. Adjournment:**

**At 8:03 p.m. Councilmember Rackley moved to adjourn the Workshop. Councilmember Lewis seconded the motion.**

**Motion to adjourn approved 7 – 0.**

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Harwood T. Edvalson, CMC  
City Clerk

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Neil Johnson, Jr.  
Mayor

*Items Submitted to the July 19, 2011 Council Workshop:*

- City of Bonney Lake –*YMCA Letter of Understanding* – City Administrator Morrison.
- City of Bonney Lake –*AB11-86 – Resolution 2136* – City Administrator Morrison.
- City of Bonney Lake –*Letter to City of Sumner RE: Comprehensive Plan Updates Dated 10/8/10* – Councilmember Hamilton.
- City of Bonney Lake –*Analysis of the Commercial Land Use in the Cities of Pierce Counties* – Councilmember Hamilton.
- City of Bonney Lake –*Plateau Regional Map* – Councilmember Hamilton.

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**CITY COUNCIL MEETING**

**July 26, 2011  
7:00 P.M.**

**MINUTES**



*"Where Dreams Can Soar"*

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

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

- A. Flag Salute: Mayor Johnson led the audience in the Pledge of Allegiance.
- B. Roll Call: Administrative Services Director/City Clerk Harwood 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 Jim Rackley.

Staff members in attendance were City Administrator Don Morrison, Assistant Public Works Director Charlie Simpson, Chief Financial Officer Al Juarez, Police Chief Mike Mitchell, 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:

**Deputy Mayor Swatman moved to pull Full Council Issues, Item A., AB11-81, from the agenda. Councilmember Rackley seconded the motion.**

**Motion to remove AB11-81 from the agenda approved 7 – 0.**

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

- A. Public Hearings: None.
- B. Citizen Comments: None.
- C. Correspondence: None.

**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 City Prosecutor candidates, reviewed meeting notes, and forwarded a proposed storm water utility ordinance and a proposed agreement with Group McKenzie for Phase 3 architectural services in the Justice Center. He said Mayor Johnson has been talking with the Franciscan Medical System about their new building in the City. Information Services Manager Chuck McEwen described options to enhance cashing and billing options and decrease costs in the coming year. The committee reviewed projected health benefit costs and increases, as well as the code regarding appointive offices and interim staffing. The Chief Financial Officer provided the six-year financial model for review. Deputy Mayor Swatman noted that the financial model includes complex formulas and it is important to consider the context when reviewing these models.
- B. Community Development Committee: Councilmember Rackley said the committee met on July 19<sup>th</sup> and discussed water meter radio reading capabilities, and forwarded items AB11-83 and AB11-87 to the current agenda for consideration.
- C. Public Safety Committee: Councilmember Hamilton said the committee met on July 18<sup>th</sup> and discussed pet license renewals with Metro Animal Services. He said the City needs to advertise the need for pet licenses and renewals. Chief Mitchell suggested volunteers go door to door to remind people to get pets licensed. Mayor Johnson said he will include information in the upcoming Bonney Lake Reporter. The committee also discussed a proposed firework discharge ordinance, and plans to continue these discussions. The committee is working on an ordinance to ban all boats from Lake Bonney that have internal combustible engines on them, even if the engine is not in use. The committee discussed medical marijuana issues, but did not recommend any changes to the City's policies. He suggested the City may want to include language in the Community Garden contract saying it cannot be used to grow medical marijuana. The committee also discussed a topic forwarded by the Park Board to allow BMX bikes in the Skate Park at Allan Yorke Park. He noted that BMX bike facilities in the area are very popular, but the committee did not think it was a good idea to allow bikes in the Skate Park.
- D. Other Reports:
- Pierce County Regional Council: Councilmember Hamilton said he attended the Pierce County Regional Council meeting on July 21<sup>st</sup>. They discussed options to make Council fees more equitable for different size agencies, and upcoming Zoo Trek Authority appointment recommendations. The Council held a Public Hearing on the proposed 2011 County Comprehensive Plan amendments. The City of Orting had requested their item be pulled, but it was too late to do so and the item was denied. The City of Sumner's proposed amendments were forwarded to the County Council, although County staff and Councilmember Hamilton voted to deny them.

Councilmember Hamilton said representatives from Sumner gave an outstanding presentation at the hearing. He provided councilmembers with an excerpt from the Orton Junction market study, and said he feels the analysis was incomplete and not

fair to Bonney Lake. He said the proposed Sumner development is not in line with growth management policies for buildable lands, and it would negatively affect development in Bonney Lake. He added that the proposal would reduce the number of new jobs required for the Cascadia development to move forward, which eliminates thousands of potential jobs on the plateau. The Pierce County Planning Commission will decide whether to approve or deny the amendment on July 27<sup>th</sup>. Councilmember Hamilton said Bonney Lake has a long-term relationship with Sumner, but Sumner's proposed amendments will have a major impact on employment and development in Bonney Lake. He asked the Council to review the report and consider whether to challenge Sumner's proposal.

City Events: Councilmember Carter attended Healthy Living Expo on July 23<sup>rd</sup>, and she said staff did a great job and she saw booths from businesses from Bonney Lake and Buckley, as well as one for the dental clinic at Rainier School. Mayor Johnson said visitors to the expo could get their picture taken with the Seahawks mascot. Councilmember Carter said the annual Relay for Life event is on July 29 and 30. National Night Out is on August 2<sup>nd</sup>, with events planned at Ken Simmons Park and Lake Debra Jane Park.

Rainier Cable Commission: Councilmember Rackley said the RCC did not meet the previous week due to lack of a quorum.

#### IV. CONSENT AGENDA:

- A. **Approval of Corrected Minutes:** July 5, 2011 Council Workshop and July 12, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** #61489 thru 61525 in the amount of \$168,027.45; #61526 thru 61576 (Including Wire Transfer #20110715) in the amount of \$249,631.87; and #61577 thru 61579 in the amount of \$2,955.2 for a grand total of \$420,614.58.
- C. **Approval of Payroll:** Payroll for July 1-15th 2011 for checks 29882-29907 including Direct Deposits and Electronic Transfers in the amount of \$433,144.12.
- D. **AB11-83** – A Motion Of The Bonney Lake City Council Setting A Public Hearing For The Proposed 6-Year Transportation Improvement Program (2012-2017) To Occur During The Regular Council Meeting Of August 9, 2011 At 7:00 p.m. Or As Soon Thereafter As Possible.

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

**Consent Agenda approved 7 – 0.**

#### V. FINANCE COMMITTEE ISSUES: None.

**VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**

- A. **AB11-87 – Resolution 2137** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Time And Materials Estimate Fee Letter To Pay For The Installation Of The New Wholesale Connection For The City’s Booster Pump Station At Prairie Ridge Road.

**Councilmember Rackley moved to approve Resolution 2137.  
Councilmember Decker seconded the motion.**

Deputy Mayor Swatman said he appreciates the detailed cost outline and it is great to see the final connection getting completed.

**Resolution 2137 approved 7 – 0.**

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

**VIII. FULL COUNCIL ISSUES:**

- A. **AB11-81** – A Motion Of The Bonney Lake City Council Authorizing The Mayor To Sign A Letter Of Understanding With The YMCA Of Pierce And Kitsap Counties.

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

**IX. EXECUTIVE SESSION:** *None.*

**X. ADJOURNMENT:**

**At 7:33 p.m., Councilmember Rackley moved to adjourn the meeting.  
Councilmember Lewis seconded the motion.**

**Motion to adjourn approved 7 – 0.**

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Harwood Edvalson, CMC  
City Clerk

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Neil Johnson  
Mayor

Items presented to Council at the July 26, 2011 Meeting:

- City Council – *Excerpt from the Orton Junction Market Study* – Councilmember Hamilton.

**CITY COUNCIL MEETING**

**August 9, 2011  
7:00 P.M.**



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

**MINUTES**

*"Where Dreams Can Soar"*

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

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

**I. CALL TO ORDER** – Mayor Neil Johnson, Jr. called the meeting to order at 7:01 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 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 Jim Rackley.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Mike Mitchell, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Administrative Specialist Shawn Campbell.

C. Announcements, Appointments and Presentations:

1. Announcements:

Mayor Johnson recognized three members of the Finance Department; Terrina Marchant, Kassandra Raymond and Al Juarez; for receiving a the Professional Finance Officers Award from the Washington Finance Officer Association. Ms. Marchant has received the award for seven years in a row, Mrs. Raymond for nine and Mr. Juarez for twenty.

Mayor Johnson announced Dana Powers has been offered and accepted the position of Interim Chief of Police.

Mayor Johnson announced he will not attend the next several Council meetings due to medical treatment. He said he will maintain close contact with staff as much as possible.

2. Appointments: None.

3. Presentations: None.

D. Agenda Modifications:

**Councilmember Rackley moved to amend the agenda by moving items AB11-88 – Resolution 2138, AB11-91 – Resolution 2140, and AB11-94**

**Resolution 2143 from Finance Committee Issues to the Consent Agenda.  
Councilmember Decker seconded the motion.**

**Motion approved 6 – 1.  
Deputy Mayor Swatman voted no.**

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

A. Public Hearings:

- a. **AB11- 83 – Resolution 2133** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting A Six-Year Transportation Improvement Program (2012-2017).

**Mayor Johnson opened the public hearing at 7:06 p.m.**

David Bowen, 22523 SR410, Bonney Lake: stated he was representing Dean Ogle, Roger Watt and himself. He read a prepared statement from Mr. Ogle stating the money from the TIF generated from Eastown development should be used in the Eastown area. He then read a prepared letter from Roger Watt stating his concern about financial inequities between properties in the Eastown area regarding the cost of connecting to the City Sewer System and road requirements depending on where a property is within Eastown.

**Mayor Johnson closed the Public Hearing at 7:18 p.m.**

B. Citizen Comments:

Winona Jacobsen, 9100 189<sup>th</sup> Ave Ct E, Bonney Lake, gave a brief description and history of the Beautify Bonney Lake Association. She provided Council with a proposal to expand the current Heritage Tree garden.

Fred Jacobsen, 9100 189<sup>th</sup> Ave Ct E, Bonney Lake, stated the Park Board met on August 8, 2011 with the five current members. They discussed the interim dog park, and recommended an additional dog park in a separate area of town. Mayor Johnson said the administration would review the issue and provide a report to Council. He also noted the Patch is advertising the vacant Park Board Positions.

Jerry Thorson, East Pierce Fire and Rescue Fire Chief, said the Fire Department is working on the 2012 budget. He added that in the last two years the Fire Department has lost 14.5% of their budget due to a drop in property values. He said the Fire Department has two issues on the upcoming November ballot: two vacant Fire Commissioner positions and the renewal of the EMS Levy. He added this levy is not adding any new taxes, but is only renewing the current levy that is about to expire. He asked for Council's support.

David Bowen, 22523 SR410, Bonney Lake, said he would like to add to his comments from the Public Hearing regarding the Six-Year Transportation Improvement Program. He suggested the City not require property owners to install sidewalks on all roads at this time. He suggested the City could acquire the right-of-ways, then put the

sidewalks in at a later date when the area has developed further. He said this would be a substantial cost savings to the property owners that they could use to install sewers and roads.

Donny Hallstone, 20635 Church Lake Drive, Bonney Lake, said he has been a resident of Bonney Lake for 28 years. He gave a brief history of the Erdahl short plat on Church Lake in which the property owner applied for a short plat before the area had been rezoned. He said the application was good for two years and has expired, but an extension has been granted with no notice to neighboring property owners. He said he does not want to see duplexes built in an R-1 zoned neighborhood. He said he believes the property owners in the neighborhood should be able to comment on this issue before it is allowed to move forward. He requested council to intervene in this issue. Mayor Johnson requested Director Vodopich to provide a report to Council on this issue.

- C. Correspondence: None.

### 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 a renewal agreement with Qwest, a sidewalk project on SR 410, an agreement with Pumptech for new high-efficient pumps, a TIB Grant Application, and a resolution for property acquisition for Safe Routes to School with the Sumner School District. He said the local chapter of the National Association of Home Builders will give Council a presentation on the benefits of housing using actual numbers from the Bonney Lake area. He added that the Finance Department will give the full Council a copy of the 6-year budget forecast.
- B. Community Development Committee: Councilmember Rackley said the committee has not met since the last report.
- C. Public Safety Committee: Councilmember Hamilton said the committee met on August 1, 2011 and discussed fireworks. He said the committee discussed a possible ban but there was no support at the committee level. East Pierce Fire and Rescue Chief McDonald stated he would prefer a full ban but short of that, he would like the City to shorten the number of days fireworks are allowed. Councilmember Hamilton said no action was taken on this issue. He said the committee also discussed the issue of medical marijuana, as well as the incident at Victor Falls where two people fell from the falls.
- D. Other Reports:
- American Cancer Society Relay for Life: Councilmember Lewis said the event was held on July 29<sup>th</sup> and 30<sup>th</sup>. He said this was the largest turn out and fundraising was up. He noted a large turnout of volunteer City staff. He thanked Katrina Minton-Davis for chairing the committee. He presented the Mayor with a Certificate of Appreciation that was given to the City for support of the Relay for Life.

**IV. CONSENT AGENDA**

- A. **Approval of Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #61580 thru 61632 (Including Wire Transfer #s 7152011, 7809127, 20110705, 20110706, 20110711, 20110716) in the amount of \$586,885.31; Accounts Payable checks/vouchers # in the amount of \$54.04; Accounts Payable checks/vouchers #61634 thru 61723 in the amount of \$108,949.36; Accounts Payable checks/vouchers #61724 thru 61727 in the amount of \$2,150.00 for a grand total of \$698,038.71.
- B. **Approval of Payroll:** Payroll for July 16-31 2011 for checks 29908-29938 including Direct Deposits and Electronic Transfers in the amount of \$ 607,842.78.
- C. **AB11-89 – Ordinance 1392 [D11-89] –** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Revising Chapter 16.16 Of The Bonney Lake Municipal Code With Regards To Internal Combustion Engines Prohibited On Lake Bonney.
- D. **AB11-85 – Resolution 2135 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Approve An Additional Services Agreement With Group Mackenzie To Add Phase 3 Architectural Services For The Justice Center.
- E. **AB11-88 – Resolution 2138 –** A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Awarding The Contract With Titan Earthworks LLC For The Construction Of The SR 410 Sidewalks From 198th Avenue East To 208th Avenue East.
- F. **AB11-91 – Resolution 2140 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With KPG Engineering For The Survey Of The SR 410 Sidewalk Project 198th To 208th.
- G. **AB11-94 – Resolution 2143 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding A Contract To Pumptech Inc. For The Purchase And Installation Of Water Pump Motors.

**Councilmember Decker moved to approve the Consent Agenda.**

**Councilmember Lewis seconded the motion.**

**Consent Agenda approved 7 – 0.**

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

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

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

**VIII. FULL COUNCIL ISSUES:**

- A. AB11-11-95 – Ordinance 1393 [D11-95]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 15.28 Of The Bonney Lake Municipal Code.

**Councilmember Rackley moved to approve Ordinance 1393. Councilmember Decker seconded the motion.**

Deputy Mayor Swatman said this ordinance was requested by the administration. He said businesses have asked to put temporary signs in the right of way during construction.

**Ordinance 1393 approved 7 – 0.**

**IX. EXECUTIVE SESSION:** Pursuant to RCW 42.30.110(1)(i) the Council recessed to an executive session with the City Attorney at 7:50 p.m. for 20 minutes to discuss potential litigation. The Council returned to Chambers at 8:10 p.m.

**X. ADJOURNMENT:**

**At 8:11 p.m., Councilmember Rackley moved to adjourn the meeting. Councilmember Lewis seconded the motion.**

**Motion to adjourn approved 7 – 0.**

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Harwood Edvalson, CMC  
City Clerk

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Neil Johnson  
Mayor

Items presented to Council at the August 9, 2011 Meeting:

- Bonney Lake Citizen –*Roger Watt Written Comment on 6 year TIP* – David Bowen.
- Beatify Bonney Lake – *2011 BBL Proposal* – Winona Jacobsen.

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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 23 August 2011	<b>Agenda Bill Number:</b> AB11-84
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2133	<b>Councilmember Sponsor:</b> James Rackley

**Agenda Subject:** City of Bonney Lake 6 - Transportation Improvement Program 2012-2017

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The Six -Year Transportation Improvement Program (2012 - 2017).

**Administrative Recommendation:**

**Background Summary:** RCW 35.77.010 requires an annual public hearing for any updates to the local 6 Year Transportation Improvement Program (TIP) in order to be eligible for most grant funding. The City Council conducted a Public Hearing on August 9, 2011. A copy of this approved document is required to go on file with both the Puget Sound Regional Council as well as the Washington State Department of Transportation.  
**Attachments:** Resolution 2133, 6 - Year Transportation Improvement Program (2012 - 2017)

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
N/A			
<b>Budget Explanation:</b>			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Community Development Date: 19 July 2011	<i>Approvals:</i> Chair/Councilmember James Rackley Councilmember Donn Lewis Councilmember Randy McKibbin	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;"><b>Yes</b></td> <td style="text-align: left;"><b>No</b></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	Forward to:	<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): August 23, 2011	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b> <i>D. Grigsby</i>	<b>Mayor:</b> <i>N. Johnson</i>	<b>Date Reviewed by City Attorney:</b> (if applicable):

**RESOLUTION NO. 2133**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, ADOPTING A SIX-YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM (2012-2017).**

**Whereas**, City officials are directed by RCW 35.77.010 to adopt a 6-Year Street Transportation Program; and

**Whereas**, such a plan was prepared and submitted to the Mayor and City Council; and

**Whereas**, a public hearing was held on August 9, 2011 with subsequent Council discussion and direction.

**Now therefore, be it resolved;**

by the City Council of the City of Bonney Lake, Pierce County, that the Six-Year Street Transportation Improvement Program for the years 2012-2017 be approved as a guide for the improvement of the streets of the City of Bonney Lake.

**PASSED** and adopted by the City Council this 23rd day of August 2011.

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Neil Johnson Jr., Mayor

ATTEST:

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Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

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James Dionne, City Attorney

# CITY OF BONNEY LAKE

Public Works Department

## **Six Year Transportation Improvement Program (2012-2017)**

### List project categories

#### **Category A – Intersection Improvements (\$4,360,000)**

Traffic signalization and channelization improvements at intersections. To be funded by city TIF/REET/Gas Tax/COR funds, WSDOT, federal or state grant funding, and/or developer mitigation.

#### **Category B - Arterial Roadway Major Improvements (\$13,170,000)**

Major roadway improvements, for Collector and Minor Arterial Classified roadways including right of way acquisition when required. To be funded by city TIF/REET/Gas Tax/COR funds, state or federal grant/loan funding, developer mitigation, and/or WSDOT participation. Projects often combine improvements for environmental compliance, storm drainage, domestic water and sanitary sewer system extensions, roadway widening, bridge, curb, gutter, sidewalks, traffic signalization, lane channelization, street lighting, landscaping, street trees, etc. Also included will be a community involvement element.

The project phases are as follows:

- Pre-Design/Planning by city or city consultant
- Environmental Permitting by city or city consultant
- Right-of-Way acquisition by the city.
- Design that produces construction plans and specifications by city consultants
- Advertise and Award construction project by the city
- Construction by contractor
- Construction Management
- Project Completion, Closeout, and Acceptance

#### **Category C - Road Reconstruction, Overlay, Chip Seal, Sidewalk (\$3,228,000)**

Roadway maintenance and/or reconstruction of existing pavement with minor drainage, shoulder improvements, signing and channelization, and new sidewalks. Project funded by city, state/federal grant funds, and potential developer mitigation.

#### **Category D - Transportation Studies (\$120,000)**

Transportation or traffic studies including computer traffic modeling and Comprehensive Plan Sub Area Planning to be funded by city and performed by consultants.

#### **Category E - Trail Projects (\$0)**

Non-motorized transportation facilities including walking trails, bicycle routes, and sidewalk facilities to the enhance pedestrian and bicycle safety and mobility.

## Six Year Transportation Improvement Program

### Category "A" – Intersection Improvements

Year	Project description	Funding Source	Estimated Cost
<b>2012</b>			
A - 1	SR 410 at Main St E (signal upgrade and additional turn lanes with project B-1)	Dev/TIF	\$ 350,000
<b>2013</b>			
A - 2	SR 410 at 225 <sup>th</sup> Avenue E (new signal and additional turn lanes)	Developer	\$ 750,000
<b>2014</b>			
A - 3	SR 410 at Sumner-Buckley HWY (Phase 2) (signal upgrade and additional turn lanes with project B-3)	Dev/TIF	\$ 750,000
<b>2015</b>			
A - 4	199 <sup>th</sup> Ave at 109 <sup>th</sup> Street E (new signal and additional turn lanes; Entrance to BLHS and Mountain View Middle School)	Developer	\$ 250,000
A - 5	SR 410 at 214 <sup>th</sup> Ave E (signal upgrade and additional left turn lane on SR 410, 214 <sup>th</sup> Ave. E widening)	Dev/TIF/WSDOT	\$ 750,000
<b>2016</b>			
A - 6	Church Lake Rd at West Tapps HWY E (new signal and additional turn lanes)	Dev/TIF	\$ 580,000
<b>2017</b>			
A - 7	SR 410 at 192 <sup>nd</sup> Ave E. Phase 1-A (new signal arm and additional turn lanes)	TIF/Dev/Grant	\$ 410,000
A - 8	Sumner-Buckley HWY at Angeline Rd E (new signal and additional turn lanes)	Dev/TIF	\$ 520,000
<b>Category "A" Total</b>			<b><u>\$ 4,360,000</u></b>

## Six Year Transportation Improvement Program

### Category "B" Arterial Roadway Major Improvements

Year	Project description	Funding Source	Estimated Cost
<b>2012</b>			
B – 1	Main St. E and Sky Island Drive (additional turn lanes and through lanes on roads accessing SR 410 with project A-1)	Dev/TIF	\$850,000
<b>2013</b> No projects in Category “B” proposed due to lack of funding			
<b>2014</b>			
B – 2	SR 410 at S-B HWY to 182 <sup>nd</sup> Ave E (Phase 2 - additional turn lanes on SR 410 and widen to 5 lanes on OSB Hwy with project A-3)	Dev/TIF/Grant	\$4,150,000
<b>2015</b>			
B – 3	214 <sup>th</sup> from SR 410 to 96 <sup>th</sup> St E (widen to 5 lanes; In front of Home Depot and Rite Aide with project A-5)	Dev/TIF/City	\$1,350,000
<b>2016</b>			
B – 4	214 <sup>th</sup> from SR 410 to Southern City Limits (widen to 5 lanes with project A-5)	Dev/TIF/City	\$2,500,000
<b>2017</b>			
B – 5	Myers Road from SR 410 to 81 <sup>st</sup> Street (install 1,000 ft of soldier pile retaining wall to address erosion)	City	\$2,000,000
B – 6	Angeline Rd & Pan. Blvd to Rhodes Lk Rd (widen to 3 lanes w/Curb Gutter Sidewalk)	TIF/Dev/City	\$2,320,000
<b>Category “B” Total</b>			<b><u>\$13,170,000</u></b>

## Six Year Transportation Improvement Program

### Category "C" Roadway reconstruction, asphalt overlay, or chip seal

Year	Project description	Funding Source	Estimated Cost
<b>2012</b>			
	Street Reconstruction Program	City	\$100,000
	Overlay Program	City	\$100,000
	Chip Seal Program (Seven Miles)	City	\$200,000
	Sidewalk Improvements	City	\$100,000
<b>2013</b>			
	Street Reconstruction Program	City	\$103,000
	Overlay Program	City	\$103,000
	Chip Seal Program (Seven Miles)	City	\$206,000
	Sidewalk Improvements	City	\$103,000
<b>2014</b>			
	Street Reconstruction Program	City	\$106,000
	Overlay Program	City	\$106,000
	Chip Seal Program (Seven Miles)	City	\$212,000
	Sidewalk Improvements	City	\$106,000
<b>2015</b>			
	Street Reconstruction Program	City	\$109,000
	Overlay Program	City	\$109,000
	Chip Seal Program (Seven Miles)	City	\$218,000
	Sidewalk Improvements	City	\$109,000
<b>2016</b>			
	Street Reconstruction Program	City	\$112,000
	Overlay Program	City	\$112,000
	Chip Seal Program (Seven Miles)	City	\$225,000
	Sidewalk Improvements	City	\$112,000
<b>2017</b>			
	Street Reconstruction Program	City	\$115,000
	Overlay Program	City	\$115,000
	Chip Seal Program (Seven Miles)	City	\$232,000
	Sidewalk Improvements	City	\$115,000
<b>Category "C" Total</b>			<b><u>\$ 3,228,000</u></b>

## Six Year Transportation Improvement Program

### Category "D" Transportation Studies

Year	Project description	Funding Source	Estimated Cost
2012	Update City Transportation Plan (update City wide demographics, traffic counts, and Traffic Model)	City	\$120,000
<b>Category "D" Total</b>			<b><u>\$120,000</u></b>

### Category "E" Trail Projects

Year	Project description	Funding Source	Estimated Cost
2012	No Category "E" projects scheduled		
<b>Category "E" Total</b>			<b><u>\$0</u></b>

**TOTAL PROGRAM COST** **\$20,878,000**

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

<b>Department/Staff Contact:</b> ASD / Chuck McEwen	<b>Meeting/Workshop Date:</b> 23 August 2011	<b>Agenda Bill Number:</b> AB11-90
<b>Agenda Item Type:</b> Motion	<b>Ordinance/Resolution Number:</b> 2139	<b>Councilmember Sponsor:</b>

**Agenda Subject:** 36 month Contract renewal for Qwest PRI circuit at City Hall

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorized The Mayor To Sign A Contract Renewal With Qwest To Provide Isdn Pri Circuit For A Term Of 36 Months With A Monthly Charge Of \$580.00.

**Administrative Recommendation:** Approval

**Background Summary:** This ISDN PRI circuit is currently installed at City Hall and will provides 23 voice channels for the existing Merlin Legend phone system. The existing contract has expired and this renews the terms of service for an additional 36 months.  
**Attachments:** 36 month agreement with Qwest

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$580+tax/month	\$3,343.00	\$1,657.00	0.00
<b>Budget Explanation:</b> Continues existing cost allocation and planned expenditure. Zero cost change from old agreement to new.			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 9 August 2011	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember James Rackley Councilmember Mark Hamilton	<table style="width: 100%; border: none;"> <tr> <td style="padding: 0 5px;">Yes</td> <td style="padding: 0 5px;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 23 August 2011	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b> (if applicable):

**RESOLUTION NO. 2139**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A RENEWAL AGREEMENT WITH QWEST TO PROVIDE ISDN PRI CIRCUIT FOR A TERM OF 36 MONTHS WITH A MONTHLY CHARGE OF \$580.00.**

The City Council of the City of Bonney Lake, Washington, does here by resolve that the Mayor is authorized to sign the agreement attached.

**PASSED by the City Council this 23<sup>rd</sup> day of August, 2011.**

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Mayor Neil Johnson, Jr.

AUTHENTICATED:

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Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

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James J. Dionne, City Attorney

**QWEST ISDN PRS OR DSS ADVANCED RATE PLAN AGREEMENT  
FOR WASHINGTON SPECIAL PRICING**

This Qwest Corporation Agreement ("Agreement") is between **Qwest Corporation** including its subsidiaries ("Qwest") and **City of Bonney Lake** ("Customer") and is effective on the date Qwest signs it ("Effective Date"). Qwest will provide, and Customer will purchase, Qwest Bulk Rated Integrated Services Digital Network Primary Rate Service ("ISDN PRS") and/or Bulk Rated Digital Switched Service with Advanced trunks ("DSS Advanced") (individually and collectively referred to as "Service") under this Agreement.

Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or fulfillment of any necessary regulatory requirements. Service is subject to technical publication 77400 located at <http://www.qwest.com/techpub/> ("Tech Pub").

**1. Scope.**

1.1 **ISDN PRS.** If Customer purchases ISDN PRS, Qwest will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and facsimile communications separately or simultaneously over the public, switched, local exchange network. An ISDN PRS circuit includes a DS1 facility, an ISDN PRS service configuration, and trunks. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

1.2 **DSS Advanced.** If Customer purchases DSS Advanced, Qwest shall provide Customer with a circuit that includes a digital DS1 facility, common equipment to interconnect with Qwest's local exchange switching office and advanced, flat usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced operates at a maximum speed of 1.544 Mbps.

1.3 Customer represents and warrants that it (check one box):

IS NOT a provider of "information service," as that term is defined in 47 U.S.C. §153 (20).

IS a provider of "information service," as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Agreement WILL NOT be used to provide information service to its End Users, including but not limited to termination or origination of Voice over Internet Protocol ("VoIP"). "End Users" means any entity to which Customer provides information service. If at any time during the Term of this Agreement this representation and warranty is no longer accurate, Customer agrees to notify Qwest and execute an amendment to add the ISP Certification Addendum.

IS a provider of "information service", as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Agreement WILL be used to provide information service to its End Users, including but not limited to termination or origination of Voice over Internet Protocol ("VoIP") and therefore agrees to the additional terms and conditions set forth in the **ISP Certification Addendum** attached hereto and incorporated herein by reference. "End Users" means any entity to which Customer provides information service.

1.4 Customer represents and warrants that it will use ISDN PRS and its optional features for communication purposes only. If Qwest determines that ISDN PRS or any optional feature is being used inappropriately, Qwest may disconnect the ISDN PRS service or feature without notice in accordance with any applicable termination provision of the Tariff, and the Termination Charges specified in the Termination section below may apply.

**2. Eligibility.** In order to qualify for pricing under this Agreement, (a) Customer represents that they have received, or are considering, a comparable offer from a Qwest competitor; and (b) Service location(s) must be served by the Wire Center(s) listed on the Pricing Attachment and be equipped with ISDN PRS capabilities.

**3. Term.**

3.1 This Agreement will expire 36 months from the date the Service is available to Customer under this Agreement, as evidenced by Qwest records ("Term"). The Minimum Service Period for Service is 12 months from the date Service is available for use ("Minimum Service Period"). Any Service installed for 12 consecutive months prior to the Effective Date of this Agreement will be deemed to have met the Minimum Service Period.

3.2 Should Qwest continue to provide the Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

**4. Service Provided.**

4.1 Qwest will provide and maintain the Service in the city or cities and in the quantities specified in the Pricing Attachment, incorporated herein by this reference, and as requested on any subsequent order for Service or amendment to this Agreement.

4.2 Qwest will notify Customer of the date the Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept the Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted the Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and Qwest cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

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**5. Charges and Billing.**

5.1 Customer will pay the total monthly recurring charges ("MRC") and nonrecurring charges ("NRC") for Service specified in the Pricing Attachment. For Service requested on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments. The MRC will not change during the Term of this Agreement. Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable federal, state and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Taxes are subject to change. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

5.2 The charges for Service under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premises equipment or enhanced services from Qwest.

**6. Customer Responsibilities for 911 Call Routing.**

6.1 If Customer purchases ISDN PRS under this Agreement, Customer understands and acknowledges that the PBX's main number Automatic Number Identification (ANI) may be forwarded to a Public Safety Answering Point ("PSAP") during a 911 call. DID digits assigned to a PBX station may not be used for 911 calls unless an Automatic Location Identification (ALI) record has been created for the DID number.

6.2 Customer's PBX must be capable of recognizing "911" or "9911" digits as a complete dialing sequence, and routing those calls as an outbound local call.

6.3 Customer hereby agrees to release Qwest from any liability if an incorrect telephone number is forwarded to a PSAP as a result of PBX or ISDN PRS signaling parameters set by Customer.

**7. Service Changes.**

7.1 Moves. Customer may move all or part of Service to another location served by a Wire Center listed on the Pricing Attachment, provided the following conditions are met; (a) Service moved to the new location is provided to Customer by Qwest; (b) Customer advises Qwest that Service at the new location replaces the existing Service; (c) Customer's request for disconnection of the existing Service and installation of the Service at the new location are received by Qwest on the same date; and (d) Customer requests that Qwest install the Service at the new location on or prior to the disconnection date of the existing Service. Customer agrees to pay all applicable rates and charges for the requested move and Service at the new location.

7.2 Additions to Service. Service may be added up to 12 months prior to the expiration date of this Agreement, at the rates specified herein. Qwest will supply such additions to Customer, subject to the following conditions: (a) the necessary facilities are available as determined by Qwest to provide the Service; and (b) a new Minimum Service Period is established for each new addition to Service. If the Service being added is not itemized in the Pricing Attachment, Customer agrees to execute a written amendment evidencing such addition to Service.

7.3 Additions During Last 12 Months of Term. Service ordered during the last 12 months of the Term must be added (a) pursuant to a new agreement that may include the existing Service; or (b) on a month-to-month basis at the rates in effect in the Tariff.

**8. Termination.**

8.1 Either party may terminate this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Qwest of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date.

8.2 If, prior to the conclusion of the Term, this Agreement is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for 100% of the MRC for terminated Service times the number of months (or fraction thereof) remaining (if any) in the Minimum Service Period, and 50% of the MRC times the number of months (or fraction thereof) remaining in the Term after the Minimum Service Period ("Termination Charge").

8.3 A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other Qwest provided service(s); (b) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and nonrecurring charges); (c) Customer places the orders to discontinue the Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within 30 calendar days of disconnection of the Service, unless such installation delay is caused by Qwest; and (e) a new minimum service period goes into effect, if applicable, when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

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**9. Out-Of-Service Credit.** If Qwest causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable Tariff and the interruption lasts for more than 24 consecutive hours after Qwest receives notice of it, Qwest will give Customer credit calculated by dividing the monthly rate for the affected Service by 30 days and multiplying that daily rate by the number of days that Service was interrupted.

**10. Disclaimer of Warranties.** QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY.

**11. Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

**12. Personal Injury, Death, and Property Damage.** Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

**13. Confidentiality; Publicity.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

**14. Governing Law; Dispute Resolution.**

**14.1 Governing Law; Forum.** This Agreement will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Agreement, will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

**14.2 Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

**15. Notices.** Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., # 900, Denver, CO 80202; fax #: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in Qwest's records Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**16. General.** Customer may not assign this Agreement or any of the rights or obligations hereunder without the prior written consent of Qwest which will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances and Customer represents that it will not resell the Service. This Agreement is intended solely for Qwest and Customer, and not to benefit by any other person or entity (e.g., Customer's members, End Users, customers, or any other third parties who use or access the Service or the Qwest network via the Service). If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. If there is a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply

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in descending order of control: the Tariff, this Agreement, the Tech Pub, and Qwest records. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, cable cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to this Agreement.

**17. Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings relating to this subject matter. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by Qwest.

**City of Bonney Lake**

**Qwest Corporation**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Neil Johnson

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

Mayor, City of Bonney Lake

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Address for Notices:**  
\_\_\_\_\_

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AQCB Contract Number: \_\_\_\_\_

**PRICING ATTACHMENT**

**City of Bonney Lake**  
Customer

<b>Type of Service</b>	<b>Term</b>	<b>USOC</b>	<b>MRC</b>	<b>NRC</b>
PRS Voice/Data DS1	36 months	ZPGU3	\$580	\$0.00

**Wire Centers**

BONNEY LAKE

<b>Service Address and Wire Center</b>	<b>Circuit ID or BTN</b>	<b>Type of Service</b>	<b>Qty.</b>	<b>Total MRC per City (MRC x Qty.)</b>
19306 Bonney Lake Blvd; Bonney Lake, Washington 98391 BYLKWA01	206 T35 6646	PRS Voice/Data (DS1)	1	\$580.00
<b>Total MRC:</b>				\$580.00

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

<b>Department/Staff Contact:</b> Executive / Brian Hartsell	<b>Meeting/Workshop Date:</b> 23 August 2011	<b>Agenda Bill Number:</b> AB11-93
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2142	<b>Councilmember Sponsor:</b>

**Agenda Subject:** Authorization to Apply to FY13 TIB Grant Program

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Submit An Application For The Fy2013 Transportation Improvement Board Grant Programs In Connection With The State Route 410 & Sumner Buckley Highway Intersection Improvement Project.

**Administrative Recommendation:** Approve the Resolution

**Background Summary:** The Transportation Improvement Board (TIB) has issued a call for projects to be potentially funded by three programs: Urban Arterial Program(UAP), the Urban Corridor Program (UCP), and a supplemental call for construction ready projects. Staff are preparing a single application that will allow the City to compete for funds from all three programs to fund the SR410/Sumner Buckley Highway Intersection Improvement Project. This project is 100% designed and "construction-ready." The updated 6-year Transportation Improvement Plan, to go before Council also on 23 Aug, is a required attachment to this grant application.

**Attachments:** 1) Draft FY2013 TIB application and 2) Funding Commitment Letter

<b>BUDGET INFORMATION</b>			
<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>
<b>Budget Explanation:</b> This project is estimated to cost \$4,887,500. A minimum 15% match is required. To increase its competitiveness, the City will commit 25%. Some of these funds have already expended. The balance of the City Match is estimated at \$883,005 and will come from TIF funds. This resolution authorizes the mayor to sign the application and to commit the City to this 25% match.			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 9 August 2011	<i>Approvals:</i> Chair/Councilmember Dep Mayor Swatman Councilmember Councilmember Hamilton Councilmember Councilmember Rackley	<table style="width: 100%; border: none;"> <tr> <td style="padding: 0 10px;"><b>Yes</b></td> <td style="padding: 0 10px;"><b>No</b></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input type="checkbox"/>					
<b>Yes</b>	<b>No</b>										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
Forward to: 23 August 2011 Council Meeting		<b>Consent Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed</b>

**RESOLUTION NO. 2142**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO SUBMIT AN APPLICATION FOR THE FY2013 TRANSPORTATION IMPROVEMENT BOARD GRANT PROGRAMS IN CONNECTION WITH THE STATE ROUTE 410 & SUMNER BUCKLEY HIGHWAY INTERSECTION IMPROVEMENT PROJECT.**

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the grant application associated with the FY2013 Transportation Improvement Board Grant Programs and commit an additional match of up to \$883,005.

**PASSED** by the City Council this 23<sup>rd</sup> day of August, 2011

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Neil Johnson Jr., Mayor

ATTEST:

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Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

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James Dionne, City Attorney



# Urban Funding Application

for Urban Arterial Program (UAP) & Urban Corridor Program (UCP)

Mail your signed application and required attachments to the TIB Office no later than **August 31, 2011**.  
 The mailing address for the TIB Office: Post Office Box 40901 ❖ Olympia WA 98504-0901  
 For assistance contact Clint Ritter, TIB Project Engineer, at (360) 586-1151 or via email at [ClintR@tib.wa.gov](mailto:ClintR@tib.wa.gov)

Agency Name	BONNEY LAKE	Legislative District(s)	31
Arterial Name	SR410 Highway	Congressional District(s)	8
Project Limits	SR410MP 13.08 (Meyers Rd) to SR410MP 13.53	<a href="#">Find Legislative or Congressional District</a>	
Length in Miles	0.45 miles	Average Daily Traffic (ADT)	
Federal Route	0410	Functional Class	Urban Principal
Agency Contact	Douglas Budzynski, Asst City Engineer	Phone Number	(253) 447-4342
Email Address	<a href="mailto:budzynskid@ci.bonney-lake.wa.us">budzynskid@ci.bonney-lake.wa.us</a>		

## APPLICATION ATTACHMENTS

Include the following attachments with **all** applications

- Excerpt from adopted Six-Year Transportation Improvement Program showing project
- Detailed vicinity map clearly showing project limits
- Detailed project cost estimate signed by a professional engineer registered in Washington State
- Typical roadway section(s)
- Funding commitment letters from all funding partners Number Attached \_\_\_\_\_
- Accident analysis worksheet [Link to Request Accident Data from WSDOT](#)
- Excerpt from current agency Comprehensive Plan defining agency CBD & Urban Activity Center(s)
- Written concurrence from WSDOT if project is on or connects to a state highway
- Adopted Bicycle Plan if project includes bicycle facilities (if applicable)
- Development map showing *Permits Issued* and *Permits Pending* areas (if applicable)
- Annexation agreement (if applicable)
- Map showing potential annexation area (if applicable)

Include only if project is **Construction Ready**

- Department of Archaeology & Historic Preservation (DAHP) documentation

## PROJECT SCHEDULE

Enter target dates

	Date	
Start Design Engineering	Jun 2005	COMPLETE
Environmental Documentation Complete & Permits Approved	Feb 2009	COMPLETE
Right of Way Acquisition Complete	Feb 2012	
PS&E Complete	Sep 2011	
Contract Advertisement	Mar 2012	
Contract Completion	Dec 2012	

## PROJECT FUNDING

### TIB Fund Distribution

Are TIB funds distributed evenly through the project phases? NO

Enter justification for unbalanced TIB Fund Distribution in the cell below:

Enter Requested Total TIB Funds \$ 3,940,000

Maximum TIB Ratio **85.0%**

Enter the Total Project Costs to the nearest dollar in cells F45 to F50

If TIB Fund Distribution is unbalanced, enter TIB funds in cells G45 to G50

	Total Cost	TIB Funds	Local Funds
Special Studies	12,000		12,000
Design Engineering	263,505		263,505
Right of Way	60,000		60,000
Construction Engineering	212,500	170,000	42,500
Construction Other	425,000	377,000	48,000
Construction Contract	4,250,000	3,393,000	857,000
<b>TOTAL</b>	<b>5,223,005</b>	<b>3,940,000</b>	<b>1,283,005</b>
Noneligible Engineering			<b>0</b>
Engineering exceeding <b>25%</b> of construction costs is not eligible for TIB reimbursement			
Other Noneligible Costs			
(i.e. landscaping greater than <b>3%</b> of total cost, utility undergrounding, sound walls)			
TOTAL ELIGIBLE COST			<b>5,223,005</b>
TIB Matching Ratio			<b>75%</b>
Total TIB Funds/Total Eligible Cost			

## FUNDING PARTNERS

Source	Public or Private	Commitment Letter	Amount
BONNEY LAKE	Public		883,005
Washington State Department of Transportation	Public	Yes	400,000
<b>TOTAL</b>			<b>1,283,005</b>
<b>Local funds are correct</b>			

## CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

Agency Official Signature

Date Signed

Neil Johnson Jr., Mayor

Printed or Typed Name & Title

## PROJECT DESCRIPTION

Describe the existing conditions

Over 49,000 vehicles a day travel along SR 410 at the project location. PM peak hour traffic alone is approximately 4,400 vehicles on SR410. An inadequate eastbound left turn lane from the SR410 on to Old Sumner-Buckley Highway (OSBH) causes severe backup during PM rush hour that can extend up to two miles. Lack of a west bound right turn lane adds to congestion and backup, which causes interference to emergency response in front of both the fire station and the police station. The current level of service (LOS) for this road section is rated at LOS F. Describe the proposed improvements

The project will add a second left turn lane from east bound SR410 onto OSBH, add right turn pockets in both directions of SR410, and construct a new sidewalk from Meyers Road to OSBH.

Describe the project benefits

Project improvements are expected to: (1) Improve intersection and roadway level of service; (2) reduce vehicle delays; (3) reduce vehicle queuing, spillback and blocking issues, rear end collisions, and improve vehicle progression along SR 410, (4) increase vehicular traffic and pedestrian-bicyclist safety, (5) improve safety access and egress to adjoining properties; (6) Reduce greenhouse gas emissions and fuel consumption by reducing vehicle queuing and backups, and (7) promote a Downtown core that is part of objective of growth management

## PROJECT COMPONENTS

Give a brief description or select the appropriate response for each component of proposed project work

PROJECT TYPE Reconstruction & Widening

### INTERSECTION IMPROVEMENTS

Enter number of intersections where improvement is proposed

Add Traffic Signal	<u>0</u>	Add Roundabout	<u>0</u>
Modify Traffic Signal	<u>1</u>	Add Right Turn Pocket	<u>1</u>
Interconnect Signal	<u>1</u>	Add Left Turn Pocket	<u>1</u>
Remove Signal	<u>0</u>		

### DRAINAGE IMPROVEMENTS

In 2009, the City completed the construction of a regional storm water (detention) pond and water quality (infiltration) facilities to serve the City's downtown area including the roadway intersection at SR410 and OSBH. The project will include connecting the intersection's storm water system to the regional system.

EXISTING OVERHEAD UTILITY RELOCATION Relocate Overhead Utilities to Underground Location

### OTHER UTILITY WORK

### ILLUMINATION, LANDSCAPING & AESTHETIC ELEMENTS

The project will add lumination along SR410 from Meyers road to OSBH. Lumination will include low energy lumination of sidewalks placed in the new retaining wall. Trees, landscaping, irrigation system, and City Gateway treatments, along with a landscaped center median on SR410 and sidewalk planter strips, are included.

### OTHER WORK

The project will upgrade the existing traffic signal at SR410/OSBH intersection and synchronize the signal with the other signals in the Downtown area. This project will completely change the current appearance as you enter the City. Entry to the City at this intersection with it's view of Mt. Rainier over SR410 would be dramatically enhanced.

# ROADWAY GEOMETRICS

Enter the existing and proposed geometrics

If more than one section enter Percent of Total Length	SECTION ONE		SECTION TWO	
	Existing	Proposed	Existing	Proposed
	Pavement Width Curb to Curb or Edge to Edge	63 feet	74 feet	
Number of General Purpose Lanes Do NOT include Transit/HOV or Continuous Lt Turn Lane	4 lanes	4 lanes		
Number of HOV/Transit Lanes Do NOT include Continuous Left Turn Lane				
Continuous Left Turn Lane Width	0 feet	0 feet		
Shoulder or Parking Width Enter Average Width per Side	8 feet	8 feet		
Shoulder or Parking Placement	Both Sides	Both Sides		
Shoulder or Parking Surfacing	Surfaced	Surfaced		
Curb Placement	None	Both Sides		
Bicycle Lane Type	No Bicycle Facilities	Bike Lane		
Bicycle Lane Width	0 feet	5 feet		
Pedestrian Buffer Width between Curb and Sidewalk	0 feet	0 feet		
Sidewalk Placement	None	One Side		
Sidewalk Width <sup>1</sup>	0 feet	5 feet		
<sup>1</sup> Sidewalk with curb separation on both sides is required by TIB policy Minimum width is <b>five feet</b> with NO obstructions <i>Sections that do not meet this standard require a Board Deviation at Project Selection</i>				

## SAFETY

Annual Benefit from Urban Accident Analysis Worksheet \$864,367

### PROJECT DEFICIENCIES

Select Deficiency Type from the dropdown menu. Describe the existing deficiency within the project limits  
Describe the corrective measure(s) that eliminates or mitigates the deficiency.

#### DEFICIENCY 1 **ACCESS CONTROL/PARKING**

Deficiency During afternoon rush hour, there is significant queing backup on eastbound SR410 at the OSBH intersection. The backup increases hazards at the Meyers Road intersection.

Corrective Measure(s) Add a second left turn lane on eastbound SR410 at the SR410/OSBH intersection and add a raised median at the Meyers intersection which will eliminate left turns at that intersection.

#### DEFICIENCY 2 **OBSTRUCTIONS**

Deficiency During am rush hour, there is significant queuing backup on westbound OSBH from the SR410/OSBH intersection to Locust Ave. The backup blocks egress from the fire department.

Corrective Measure(s) Reduce queuing through better geometric design and interconnection of the signals.

#### DEFICIENCY 3

Deficiency Currently, there is no dedicated bicycle lane and pedestrian facilities on SR 410 from Sumner-Buckley Highway to Meyers road.

Corrective Measure(s) Construct dedicated non-motorized transportation facilities that will improve safety and mobility in the City's planned Downtown area and access to the Pierce Transit Park and Ride center.

#### DEFICIENCY 4 **ACCESS CONTROL/PARKING**

Deficiency There are several business access approaches that allow vehicles to make left turns into on-coming traffic. This area has minimal site distance and a traffic speed of 45mph making this a safety issue.

Corrective Measure(s) A raised center median will be added to eliminate the ability for vehicles to make left turns through this section of the roadway.

#### DEFICIENCY 5

Deficiency

Corrective Measure(s)

# MOBILITY

Select Truck Route Classification from dropdown list

T-1 ~ 10 Million Tons Annually

## NETWORK DEVELOPMENT

Select the appropriate option from the following list

Completes Corridor

Enter termini of corridor being completed

---

*Project must meet **ALL** of the following criteria to qualify as **COMPLETES CORRIDOR***

- ▶ Project is last stage of corridor between logical limits
- ▶ Corridor connects state route to state route OR state route to port
- ▶ Corridor is a minimum of 2 miles in length
- ▶ The entire corridor is constructed to urban standards

Completes Gap Along Federal Route

Existing route must meet urban standards

Extends Improvements Along Federal Route

Existing route must meet urban standards

Project does NOT Complete or Extend improvements and is NOT a New Route

## FREIGHT FACILITY ACCESS

Select Freight Facility Access provided by project

Improves access to Intermodal Freight Facility (2+ modes) within 1/2 mile of project on same route

Mark ALL freight-carrying modes accessing the facility

Airplane     Rail     Ship     Truck

Enter Trucks per Day \_\_\_\_\_

## CENTRAL BUSINESS DISTRICT/URBAN ACTIVITY CENTER ACCESS

Select CBD/Urban Activity Center Access provided by project

Improves network or circulation within Central Business District

Briefly describe the CBD/Activity Center access improvement

The downtown area that the SR410/OSBH intersection is located in, meets the Puget Sound Regional Council (PSRC) definition of a Central Business District. This project improves two of the three legs of the triangular shaped Central Business District. Renderings and maps depicting this area are provided in the attached excerpt of the Comp Plan.

# SUSTAINABILITY

Agency has Adopted Greenhouse Gas Emissions Policy

Enter Policy Number Res 2049 Adoption Date June 22, 2010

## MODAL MEASURES

Select modal measures within the project limits

Completes gap in HOV system Enter Gap Location \_\_\_\_\_

Adds HOV lanes in each direction

Adds Queue Jump or Transit Only Lane Enter Location(s) \_\_\_\_\_

## Peak Hour Transit Buses

Enter Number \_\_\_\_\_

## Bicycle Facility

Select option that applies Project ADDS bicycle lane or path

## ENERGY MEASURES

Select energy measures within the project limits

Replace or install Low Energy Lighting

Add Solar-powered Signage

Describe the measures below

## ENVIRONMENTAL MEASURES

Select environmental measures within the project limits

Incorporates Hardscaping or Climate-appropriate Plantings

Describe the measures below

The project will construct a raised center median with planting strip with vegetation indogenous to the area.

Incorporates Low Impact Drainage Practices

Describe the measures below

## RECYCLING MEASURES

Select recycling measures within the project limits

On-site Grinding & Re-use of Pavement

Use of Base Treatment to avoid overexcavation

Project uses Stockpiled Recycle Materials

Describe the measures below

## OTHER MEASURES

Incorporates other sustainability measures

Describe the measures below

## GROWTH & DEVELOPMENT

Employment Center Square Footage added in conjunction with the project  
Include Development Map designating **Permits Issued** and **Permits Pending** areas

Permits Issued \_\_\_\_\_ Permits Pending \_\_\_\_\_

Total Residential Density in Persons per Square Mile (ppsm)

Current \_\_\_\_\_ Permits Issued \_\_\_\_\_ Permits Pending \_\_\_\_\_

Supports Annexation Agreement

Select from the options below

- Project required by Annexation Agreement
  
- Joint city/county application for project within Potential Annexation Area
  
- Project lies within Potential Annexation Area

## GROWTH MANAGEMENT INFORMATION

Complete the questions below to address Land Use Implications as directed by Revised Code of Washington (RCW) 47.26.282.

Describe how the project supports or revitalizes existing urban development in the downtown

Bonney Lake's Downtown has long been a center for commercial and public functions, but it's full potential has never been realized. The City is developing its adopted Comprehensive Plan that envisions a compact downtown with a mix of housing, employment, shopping, and other activities that are in close proximity. The City's downtown area already has the City's Police department, new Justice Center, Planning & Engineering facilities, as well as the regional fire station, and the regional postal station and library. As the gateway to our commercial district, the SR 410/Old Sumner-Buckley Highway(OSBH) intersection is the primary entry to Downtown and Bonney Lake in general and is adjacent to the Pierce Transit Center. This project will relieve congestion, improve safety, and provide a much needed gateway to the downtown area.

Describe how the project includes or encourages infill/densification of residential or commercial development consistent with your local comprehensive plan?

Improvement to the SR410/OSBH intersection is a critical element of Bonney Lake's Downtown Development Plan. The City is purchasing property that was used for low density family housing. The downtown plan replaces low density housing with high density multi-family housing. The attached Downtown Plan & Property Ownership drawing shows the new private/public facilities and multi-family housing planned for the Downtown area. To encourage development in the downtown area the City is making incentives available to developers including roadway and utility improvements. The plans lead to much denser area in support of the Growth Management Act. This project will compliment the completed improvements of the Downtown area and vastly improve the main access to the Downtown core.

Describe how the project promotes the use of transit and other multimodal transportation

This project will support users with multi-modal transportation features throughout the Downtown area and adjacent residential neighborhoods. It will provide new sidewalks, bicycle routes, and traffic congestion reduction, while improving safety for both vehicular and non-motorized transit. Currently there are no dedicated bicycle routes and sidewalks are incomplete on both streets. The City's adopted Comprehensive Plan envisions and promotes a pedestrian oriented Downtown with street level activity by orienting business frontage to sidewalks. This project will add street lighting that enhances pedestrian and vehicular traffic safety to the Pierce Transit Park and Ride lot that is a half block away.

Indicate the project's multimodal transportation components

Mark ALL existing or planned components

- Sidewalk    
  Bicycle Lanes    
  HOV Lanes    
  Access to Transit Center or Passenger Terminal  
 Other - Explain in space below

These improvements will help improve accessibility to the City's police station, the regional postal office, new Justice Center, City's Permit Center, Community Development, and PW Engineering staff, as well as the regional library already located in the Downtown district. Traffic improvements will help reduce response time of the regional fire station and the police department located in the Downtown district by improving congestion problems surrounding these two stations.

# Growth Management Information

Funding Program	<b>Urban Arterial Program (UAP) &amp; Urban Corridor Program (UCP)</b>
Agency Name	<b>BONNEY LAKE</b>
Project Name	SR410 Highway ~ SR410MP 13.08 (Meyers Rd) to SR410MP 13.53
Project Intent	Project improvements are expected to: (1) Improve intersection and roadway level of service; (2) reduce vehicle delays; (3) reduce vehicle queuing, spillback and blocking issues, rear end collisions, and improve vehicle progression along SR 410, (4) increase vehicular traffic and pedestrian-bicyclist safety, (5) improve safety access and egress to adjoining properties; (6) Reduce greenhouse gas emissions and fuel consumption by reducing vehicle queuing and backups, and (7) promote a Downtown core that is part of objective of growth management.

[Describe how the project supports or revitalizes existing urban development in the downtown](#)

Bonney Lake's Downtown has long been a center for commercial and public functions, but it's full potential has never been realized. The City is developing its adopted Comprehensive Plan that envisions a compact downtown with a mix of housing, employment, shopping, and other activities that are in close proximity. The City's downtown area already has the City's Police department, new Justice Center, Planning & Engineering facilities, as well as the regional fire station, and the regional postal station and library. As the gateway to our commercial district, the SR 410/Old Sumner-Buckley Highway(OSBH) intersection is the primary entry to Downtown and Bonney Lake in general and is adjacent to the Pierce Transit Center. This project will relieve congestion, improve safety, and provide a much needed gateway to the downtown area.

[Describe how the project includes or encourages infill/densification of residential or commercial development consistent with your local comprehensive plan?](#)

Improvement to the SR410/OSBH intersection is a critical element of Bonney Lake's Downtown Development Plan. The City is purchasing property that was used for low density family housing. The downtown plan replaces low density housing with high density multi-family housing. The attached Downtown Plan & Property Ownership drawing shows the new private/public facilities and multi-family housing planned for the Downtown area. To encourage development in the downtown area the City is making incentives available to developers including roadway and utility improvements. The plans lead to much denser area in support of the Growth Management Act. This project will compliment the completed improvements of the Downtown area and vastly improve the main access to the Downtown core.

[Describe how the project promotes the use of transit and other multimodal transportation](#)

The project adds the following multimodal components:

- Sidewalk
- Bicycle Lanes
- Access to Transit Center or Passenger Terminal

Other Multimodal Components:

These improvements will help improve accessibility to the City's police station, the regional postal office, new Justice Center, City's Permit Center, Community Development, and PW Engineering staff, as well as the regional library already located in the Downtown district. Traffic improvements will help reduce response time of the regional fire station and the police department located in the Downtown district by improving congestion problems surrounding these two stations.

**City of Bonney Lake**



August 23, 2011

Washington State Transportation Improvement Board  
PO Box 40901  
Olympia, WA 98504-0901

**RE: FY 2013 Urban Funding Application**

As Mayor of the City of Bonney Lake, I respectfully submit our FY 2013 Urban Funding Application requesting \$3,940,000 in funds for the State Route 410/Sumner Buckley Highway intersection improvement project. The City will support this project with a match of \$883,005. WSDOT has already provided \$400,000 in funds applied to project design. This intersection improvement project has been under design for three years and is “shovel ready.” The City Council unanimously adopted a 6-year Transportation Improvement Program that includes this project as one of our main priorities. Further, the project will directly and immediately benefit residents and businesses in the City of Bonney Lake as well as motorists using SR 410 to reach other destinations in the region.

The intersection improvements will help eliminate backups on SR 410 that often extend more than a mile east in the morning and west in the afternoon during rush hours. A central component will be the addition of two new turn lanes on SR 410 onto SBH. This will allow through traffic on SR 410 to move through Bonney Lake with minimal delay and increased safety at this intersection.

This project is supported by both the Washington State Department of Transportation and CASCADIA, the largest planned community in Washington. Completion of this project will help minimize impacts from CASCADIA as well as other development in Pierce County. If you have any questions about this project, please do not hesitate to contact my Public Works Director, Daniel Grigsby at 253-447-4347, or City Engineer, John Woodcock at 253-447-4336.

Thank you for your consideration of this project.

Sincerely,

Neil Johnson Jr., Mayor

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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 23 August 2011	<b>Agenda Bill Number:</b> AB11-97
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2145	<b>Councilmember Sponsor:</b> James Rackley

**Agenda Subject:** On-Site Sewer System Abatement Master Plan.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Award Of A Professional Service Agreement To Rh2 To Create An On-Site Sewer System Abatement Master Plan.

**Administrative Recommendation:** Award Contract

**Background Summary:** The Community Development Committee requested the Public Works Department establish a set of criteria to prioritize development of contracts that will eliminate septic systems within the city limits. 2011 funds for this recurring CIP project will be used for design contracts and preparation of this plan. One small works construction contract will occur in 2011. Other construction contracts will resume in 2012. The OSS Master Plan will be added as an appendix to the Comprehensive Sewer System Plan.

**Attachments:** RH2 Professional Services Contract

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$285,000	\$165,047.66	\$49,100	\$115,947.66
<b>Budget Explanation:</b> 402.020.035.594.35.63.05 - Septic System Reduction Program			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Community Development Date: 16 August 2011	<b>Approvals:</b> Chair/Councilmember James Rackley Councilmember Donn Lewis Councilmember Randy McKibbin	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;"><b>Yes</b></td> <td style="text-align: left;"><b>No</b></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	Forward to:	<b>Consent Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 23 August 2011	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b> <i>Dan Grigsby, P. E.</i>	<b>Mayor:</b> <i>Neil Johnson Jr.</i>	<b>Date Reviewed by City Attorney:</b> (if applicable):

**RESOLUTION NO. 2145**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY  
LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A  
CONTRACT WITH RH2 ENGINEERING FOR THE ON SITE SEWER  
ABATEMENT MASTER PLAN.**

**Whereas**, the City is resolved to connect all dwellings within the City's sewer system to the sanitary sewer system; and

**Whereas**, the City Council has directed the Public Works Department to create a master plan identifying areas within the city limits that are currently on septic systems (on site sewer) and;

**Whereas**, the City Council has directed the Public Works Department to create a prioritized listing of future projects to abate the on site sewer systems;

**Now therefore, be it resolved;**

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with RH2 in the amount of \$49,100.00.

**PASSED** by the City Council this 23<sup>rd</sup> day of August, 2011.

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Neil Johnson Jr., Mayor

ATTEST:

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Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

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James Dionne, City Attorney

**PROFESSIONAL SERVICES AGREEMENT**  
**City of Bonney Lake**  
**On-Site Sewage System Abatement Master Plan**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Bonney Lake ("City") and RH2 Engineering, Inc., ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in **Exhibit 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 Engineering Fee Estimate, **Exhibit B**, and the rates and charges set out in **Exhibit C**, 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 C**; *provided*, that payment for work within the Scope of Work (**Exhibit A**) shall not exceed the fee estimate of **\$49,100** 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.
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.

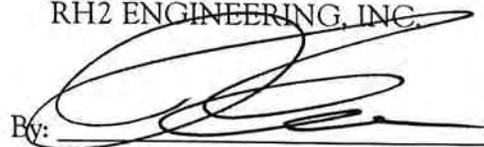
17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting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

RH2 ENGINEERING, INC.

By: \_\_\_\_\_  
Mr. Neil Johnson Jr., Mayor

By:   
Mr. Daniel R. Ervin, Vice President

Date: \_\_\_\_\_

Date: 7-28-11

**Attachments:**

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

**Exhibit A**  
**Scope of Work**  
**City of Bonney Lake**  
**On-site Sewage System Abatement Master Plan**  
July 2011

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## Background

The City of Bonney Lake (City) has requested that RH2 Engineering, Inc., (RH2) establish a Master Plan that identifies areas within the City's Core Sewer Service Area (CSSA) currently served by on-site sewage systems and drainfields and that develops a systematic program for connecting these areas to the City's existing municipal sewer collection system. RH2 will develop an abatement criteria matrix to assist in identifying and ranking the areas where abandonment of on-site sewage systems is most feasible.

The Tacoma Pierce County Health Department (TPCHD) allows cities and utility districts to establish criteria for sewer connections and drainfield abandonment. It is anticipated that the existing on-site sewage systems further than 250 feet from an existing sanitary sewer main per the requirements of the Municipal Code Section 13.12.150 will be included in the matrix. The Municipal Code outlines connection requirements for private and public entities within the City limits. Single family in-fill lots within 250 feet of a sanitary sewer main will not be identified or included in this plan.

## Task 1 – Septic System Abatement Criteria Matrix

**Objective:** Prepare an on-site sewage system abatement criteria matrix that establishes a priority list to eliminate on-site sewage systems within the City's CSSA. The matrix criteria will be based on readily available information and may include such criteria such as planning level capital costs (based on length, diameter, and approximate depth), the age and condition of the existing on-site sewage systems (if information available from TPCHD), existing regional (or neighborhood wide) site conditions (i.e., soils types, geology, groundwater levels), distance to available existing system conveyance capacity, number of properties connected per proposed improvement, and phasing of other improvements (i.e., water main or roadway) in the area.

### Approach:

- 1.1 Prepare a basemap that identifies the locations of areas with existing on-site sewage systems within Bonney Lake's CSSA.
- 1.2 Research and gather existing data from the City and TPCHD on existing on-site sewage systems within the City's CSSA. This includes one field day to help verify field conditions.
- 1.3 Review hydraulic flow directions and estimated conveyance capacity from existing data and maps within the City Comprehensive Sewer System Plan (CSSP).
- 1.4 Attend one meeting with the City to define project objectives, matrix criteria, and the desired deliverable. At this meeting it will be confirmed by the City what level of detail can be contained in the matrix based on available information and budget.
- 1.5 Prepare an abatement criteria matrix establishing a priority list to eliminate on-site sewage systems within the City's CSSA.
- 1.6 Present the matrix to the City and attend one staff meeting and one Council meeting to discuss.

**RH2 Deliverables:**

- Basemap showing locations of on-site sewage system areas.
- On-site sewage system criteria matrix.

**Task 2 – On-site Sewage System Abatement Master Plan**

**Objective:** Using the on-site sewage system abatement criteria matrix, evaluate the on-site sewage systems within the City's CSSA. Based on matrix criteria, prioritize and provide a Master Plan to connect the on-site sewage systems to the City's existing sewer mains and develop schematic sewer collection system designs.

**Approach:**

- 2.1 Prepare sanitary sewer schematic designs for each area to help in evaluation of flow direction, approximate sewer main depths, and relative construction costs.
- 2.2 Provide planning level cost estimates for each major alignment.
- 2.3 Evaluate and rank on-site sewage system areas based on criteria developed in Task 1.
- 2.4 Segregate the improvements into distinct pieces that can be phased and funded as allowed by the City annual budget for this type of project and prepare a priority schedule for each major alignment.
- 2.5 Prepare one draft On-site Sewage System Abatement Master Plan for City review.
- 2.6 Format the Master Plan for inclusion as an amendment to the City Comprehensive Sewer System Plan.
- 2.7 Incorporate City comments. Prepare one final Master Plan for distribution.
- 2.8 Help determine guidelines for policy criteria. It is understood that the development of a formal City policy document will be done at a different time and under a separate authorization.
- 2.9 Meet with City for final discussions and present plan at one Council meeting.

**RH2 Deliverables:**

- Draft On-site Sewage System Abatement Master Plan (12 hard copies and one electronic copy).
- Final On-site Sewage System Abatement Master Plan (12 hard copies and one electronic copy).
- Policy guidelines

**Assumptions:** *The Master Plan will only include existing neighborhoods on septic systems and will not include lot-by-lot evaluations.*

**EXHIBIT B**  
**Bonney Lake**  
**On-site Sewage System Abatement Master Plan**

**Estimate of Time and Expense**

	Description	Principal	Project Engineer	Staff Engineer	Word Processor	Total Hours	Total Labor	Total Expense	Total Cost
		Professional VII	Professional III	Professional I	Administrative III				
<b>Task 1 On-site Sewage System Abatement Criteria Matrix</b>									
1.1	Prepare basemap	4	4	-	-	8	\$ 1,320	\$ 118	\$ 1,438
1.2	Research and gather data	-	8	20	2	30	\$ 3,756	\$ 534	\$ 4,290
1.3	Review hydraulic flow directions	-	4	4	-	8	\$ 1,064	\$ 146	\$ 1,210
1.4	Meet with City	4	-	-	2	6	\$ 908	\$ 32	\$ 940
1.5	Prepare on-site sewage system abatement criteria matrix	4	16	12	2	34	\$ 4,676	\$ 456	\$ 5,132
1.6	Attend City/Council meetings	8	4	-	-	12	\$ 2,064	\$ 109	\$ 2,173
	<b>Subtotal</b>	<b>20</b>	<b>36</b>	<b>36</b>	<b>6</b>	<b>98</b>	<b>\$ 13,788</b>	<b>\$ 1,394</b>	<b>\$ 15,182</b>
<b>Task 2 On-site Sewage System Abatement Master Plan</b>									
2.1	Prepare sanitary sewer schematic designs	2	8	16	8	34	\$ 4,132	\$ 561	\$ 4,693
2.2	Provide planning-level cost estimates	2	8	16	2	28	\$ 3,640	\$ 449	\$ 4,089
2.3	Evaluate and rank on-site sewage system areas	2	16	40	2	60	\$ 7,720	\$ 1,146	\$ 8,866
2.4	Segregate into distinct pieces and phase for City's annual budget	2	8	8	1	19	\$ 2,582	\$ 257	\$ 2,839
2.5	Prepare one draft On-site Sewage System Abatement Master Plan	2	8	16	8	34	\$ 4,132	\$ 511	\$ 4,643
2.6	Format Master Plan for inclusion as CSSP Amendment	1	2	2	8	13	\$ 1,374	\$ 98	\$ 1,472
2.7	Prepare one final On-site Sewage System Abatement Master Plan	2	8	8	8	26	\$ 3,156	\$ 321	\$ 3,477
2.8	Help determine guidelines for policy criteria	2	8	-	8	18	\$ 2,180	\$ 135	\$ 2,315
2.9	Meet with City for final discussions and present plan to Council	8	-	-	-	8	\$ 1,488	\$ 37	\$ 1,525
	<b>Subtotal</b>	<b>23</b>	<b>66</b>	<b>106</b>	<b>45</b>	<b>240</b>	<b>\$ 30,404</b>	<b>\$ 3,514</b>	<b>\$ 33,918</b>
<b>PROJECT TOTAL</b>		<b>43</b>	<b>102</b>	<b>142</b>	<b>51</b>	<b>338</b>	<b>\$ 44,192</b>	<b>\$ 4,908</b>	<b>\$ 49,100</b>

ORIGINAL PAGE NO. 9 OF 10 PAGES

**EXHIBIT C**  
**RH2 Engineering, Inc.**  
**SCHEDULE OF RATES AND CHARGES**

**2011 HOURLY RATES**

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$194.00	Technician	IV	\$124.00
Professional	VIII	\$194.00	Technician	III	\$116.00
Professional	VII	\$186.00	Technician	II	\$86.00
			Technician	I	\$81.00
Professional	VI	\$173.00			
Professional	V	\$164.00	Administrative	V	\$115.00
Professional	IV	\$154.00	Administrative	IV	\$96.00
			Administrative	III	\$82.00
Professional	III	\$144.00	Administrative	II	\$66.00
Professional	II	\$134.00	Administrative	I	\$56.00
Professional	I	\$122.00			

**IN-HOUSE SERVICES**

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

**OUTSIDE SERVICES**

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

**CHANGES IN RATES**

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

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

<b>Department/Staff Contact:</b> PW / Director Dan Grigsby	<b>Meeting/Workshop Date:</b> 23 August 2011	<b>Agenda Bill Number:</b> AB11-82
<b>Agenda Item Type:</b> Ordinance	<b>Ordinance/Resolution Number:</b> D11-82	<b>Councilmember Sponsor:</b> Jim Rackley

**Agenda Subject:** BLMC Chapter 15.14 Relating To Funding of The City's Stormwater Utility

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving Changes To Bonney Lake Municipal Code Chapter 15.14 Relating To Funding Of The City's Stormwater Utility.

**Administrative Recommendation:** The City Administrator and Finance Committee majority recommend that the ordinance be approved as attached. An option proposed by the PW Director and considered, but not included, would have inserted an annual automatic CPI adjustment to the base rate.

**Background Summary:** Ordinance 1065 passed on October 12, 2004, revised the funding method used to generate revenue to operate, maintain, modify and improve the City Stormwater System. This ordinance DOES NOT increase the stormwater base service rate. However, the stormwater credit for monthly charges available to non-single family residential customers is proposed for reduction from 50 percent to 30 percent.  
**Attachments:** Ordinance D11-82

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b>			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 12 July 2011	<i>Approvals:</i> Chair/Councilmember Swatman Councilmember Rackley Councilmember Hamilton	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;"><b>Yes</b></td> <td style="text-align: left;"><b>No</b></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	Forward to: August 9 <sup>th</sup> Mtg	<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): August 23, 2011	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b> (if applicable):

**ORDINANCE NO. D11-82**

**AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, MODIFYING BONNEY LAKE MUNICIPAL CODE CHAPTER 15.14 RELATING TO FUNDING OF THE CITY'S STORMWATER UTILITY.**

WHEREAS, the City Council passed ordinance 1065 on October 12, 2004, which revised the funding method used to generate revenue to operate, maintain, modify and add to the City Stormwater System; and,

WHEREAS, this funding method was based on the amount of impermeable surface on each parcel to ensure fair cost allocation among all stormwater customers; and,

WHEREAS, city staff desires to adopt housekeeping changes to make stormwater rates easier to understand and administer; and,

WHEREAS, the stormwater credit for monthly charges available to non-single family residential customers should be reduced from 50% to 30% for the sake of fairness to residential customers.

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

**Section 1.** Chapter 15.14 BLMC and the corresponding portions of Ordinance No. 1065 are hereby revised to read as follows:

**15.14.010 Purposes.**

The purposes of the stormwater utility fees charged in this chapter are to:

- A. Set the monthly rate and conditions for the use of the city's stormwater utility, established in BLMC Chapter 15.13 ;
- B. Ensure that stormwater utility monthly fee provides sufficient revenue to fund the cost of operating and maintaining the city stormwater system; and to fund the education, monitoring, testing and enforcement programs required by the NPDES permit.
- C. Recognize that additional System Development Charges (SDC) will be needed to build new or improve existing city stormwater facilities that eliminate or minimize flooding and storm drainage problems caused by development, to prepare the stormwater element of the city's comprehensive plan; and to ensure compliance with the city's NPDES permit.
- D. Ensure that owners of improved property within the city have dependable access to their property by virtue of the street drainage system functioning effectively;
- E. In order to fairly allocate the costs of maintaining, operating and building the stormwater collection system (in compliance with federal, state, and local regulations), fees shall be based on

the number of Equivalent Service Units (ESUs) contained in a given parcel. Since each single-family residential parcel generates approximately the same amount of stormwater runoff, all developed and new single-family residential parcels shall pay a base rate of one ESU. Multifamily living units with a separate water meter per unit shall pay one ESU for each meter. All other non-single family residential parcels shall pay a multiple of this base rate, expressed in ESUs, according to the measured impermeable area on the parcel. One ESU is deemed to be equivalent to 2,600 square feet of impermeable surface area.

**15.14.020 Definitions.**

A. “Commercial/multifamily customer” means any public or private parcel owner or occupant of property with usage other than single-family residential with any type of building improvements or paved areas greater than 120 square feet within the city of Bonney Lake.

B. “Impermeable Surface” means a material through which water cannot pass such as road and parking lot pavements, concrete pad/sidewalks/driveways, structures with roofs, and gravel covered areas.

C. NPDES. National Pollutant Discharge Elimination System.

D. “Parcel” means the smallest separately segregated unit or plot of land having an identified owner, boundaries and surface area which is documented for tax purposes and given a tax account number by the Pierce County assessor.

E. “Single-family residential customer” means any owner or occupant of single-family and duplex residences with any type of building improvements or paved areas greater than 120 square feet within the City of Bonney Lake.

F. “Qualifying Stormwater Facility” means a permitted, privately maintained facility located entirely within the subject property’s or development’s boundary, designed and constructed to collect, store, and control the rate of discharge of stormwater and melting snow from the subject property at a speed or capacity at or less than the rate stormwater would have been discharged from the property in its natural, unimproved state. Further, that such a facility shall be established, operated and maintained in accordance with all city ordinances.

G. “Vacant property” means any parcel with less than 120 square feet of building or other facilities with impermeable surface areas.

**15.14.030 Monthly Charges.** Effective January 1, 2011, the following rates shall apply:

A. Single-Family Residential Customers. The monthly charge shall be \$14.00 per month.

B. Commercial/Multifamily Customers. Multifamily living units with a separate water meter per unit shall be charged \$14.00 per month for each water meter. All other multi-family and commercial customers shall be charged \$14.00 per ESU per month.

C. Multiple Water Meters. Where more than one water meter exists on an individual parcel (i.e., shopping malls, multifamily housing, etc.) the parcel owner has the option of determining how to allocate the measured ESUs between the water meters. Where the property owner fails to provide this information in a timely manner, the city shall charge one ESU to each meter and the balance of the ESUs to one meter (usually the largest water meter). Property owners may change this allocation by notifying the city in writing.

D. Stormwater Detention/Infiltration Credit. Effective October 1, 2011, parcels, other than single-family residences, with a qualifying stormwater facility may receive a partial reduction of the monthly stormwater charge for that property. The percent of reduction shall be proportional to the percent of impermeable surfaces areas on the property from which stormwater is diverted into an on site qualifying stormwater pond in lieu of allowing the stormwater to enter directly into the city's storm drainage system. This credit may not exceed 30 percent of the rate otherwise charged.

Any property owner or designated representative requesting such credit shall: (1) provide, at no cost to the city, plans and calculations prepared by a professional engineer or architect detailing the flow of water from onsite impermeable surfaces into the qualifying stormwater facility ; and, (2) describe the maintenance program to be used in order to ensure that the stormwater facility will operate as designed and be maintained in accordance with city ordinances. Any credit may be revoked or suspended if it is determined that the stormwater facility is not operating as designed or is not being maintained in accordance with city ordinances.

In addition, the City shall provide a credit of 10% for any new or remodeled commercial building that utilizes a permissive rainwater harvesting system that is properly sized to utilize the available roof surface of the building.

**15.14.035 System development charges (SDC).**

A. The SDC fee charged to all new development projects shall be \$365.00 per ESU, effective January 1, 2011, payable at the time of building permitting.

B. Annual CCI Adjustment. Beginning January 1, 2012, and for every year thereafter, the SDC fee listed in this section shall be adjusted by the annual change in the most recent Engineering News Record (ENR) Construction Cost (CCI) for the Seattle area.

C. The charges set out in this section shall not be applicable to an accessory dwelling unit permitted pursuant to BLMC 18.22.090.

**15.14.040 Billing and collection.**

A. Stormwater charges shall be billed for each parcel within the city on a monthly basis.

B. The amount to be billed shall be included on the water/sewer/refuse bill as a separate line item. A “stormwater only” statement will be sent to those property owners who are not city water, refuse or sanitary sewer customers. The city shall bill the owner of the property for the payment of utility rates and charges specified in this chapter; however, the owner may have the bills mailed to a tenant or agent; provided, that this shall not relieve the owner of liability for stormwater utility rates and charges.

**15.14.050 Nonpayment of bills.**

A. Collection of and penalties for nonpayment of bills shall be according to the same penalties and collection procedures as provided in BLMC 13.04.080 and 13.04.090.

B. The city shall have the right to discontinue water service to any premises for nonpayment of the service charge for stormwater in the same manner and subject to the same terms as now or hereafter prescribed by law for discontinuance of water service for nonpayment of water bills; additionally, the city shall have the right to pursue the filing and foreclosure of a lien or liens in accordance with the provisions of this chapter, the Bonney Lake Municipal Code, and the laws of the state of Washington, for any unpaid and delinquent bills.

**15.14.060 Exemptions.**

Vacant property shall be exempt from the storm drainage monthly charge.

**15.14.070 Appeal of rates or charges.**

A. Appeal Submission. Any person or entity making a timely payment of the total utility bill charged by the city, and who considers the stormwater charges for a parcel to be unfair or inappropriate, may apply to the Public Works Director or his or her designee for a rate adjustment, pay an appeal fee of \$50.00, and state in writing the grounds for the appeal. The appeal shall state any facts supporting the appeal and shall be made within 10 days of the decision, action, or bill being appealed. The Public Works Director shall decide the appeal within 10 days of when the appeal is filed. If the person or entity is not satisfied with the Public Works Director’s decision, a further appeal may be made to the Mayor. The appeal to the Mayor shall follow the same procedure as the appeal to the Public Works Director. The Mayor’s decision shall be final and binding on all parties. Any appeal based on a claim of inaccurate calculations shall be accompanied by scaled or computer aided design drawings and calculations that establish an amount of impermeable surface area less than the amount calculated or estimated by the city. Appeals establishing a credit or reducing the amount of impermeable surface area shall be applied only prospectively.

B. Appeal Review. Upon satisfaction of the requirements of subsection A of this section by an applicant, the Public Works Director will form a review team composed of two city staff members including one appointed by the Chief Financial Officer. The review team shall

determine whether an adjustment is necessary to provide for reasonable and equitable application of the utility rates and charges. Reference may be made to the factors listed in RCW 35.67.020. In order to grant an adjustment, the Public Works Director must determine that:

1. Strict application of the fee structure is unfair in the particular appeal case as compared to neighbors or other citizens in the same billing class; and
2. The purposes listed in BLMC 15.14.010 do not apply or are inappropriate for application to the property in question.

**15.14.080 Severability.**

The provisions of this chapter are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this chapter, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of its application to other persons or circumstances.

**Section 2.** This Ordinance shall take effect and be in force 30 days from its passage, approval, and publication as required by law.

PASSED by the City Council and approved by the Mayor this 23rd day of August, 2011.

Neil

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Johnson, Mayor

ATTEST:

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Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

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James J. Dionne, City Attorney

Passed:

Valid:

Published:

Effective Date:

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

<b>Department/Staff Contact:</b> Executive / Gary Leaf	<b>Meeting/Workshop Date:</b> 23 August 2011	<b>Agenda Bill Number:</b> AB11-92
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2141	<b>Councilmember Sponsor:</b> Donn Lewis

**Agenda Subject:** Acquisition of property from Sumner School District for the Safe Routes to School trail

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Amendment To The Purchase And Sale Agreement With The Sumner School District To Provide Right-Of-Way For The Safe Routes To School Project.

**Administrative Recommendation:** Approve

**Background Summary:** In May 2010 the Bonney Lake City Council authorized the Mayor to sign a Purchase and Sale Agreement (PSA) with Sumner School District to acquire 5.66 acres for the Safe Routes trail. Staff was unable until now to complete negotiations with the District; this delay requires re-authorization of the attached PSA by Council. Much of the delay was difficulty locating an upper construction staging area; staff ultimately approached a neighboring property owner to provide this. Also, ADA issues delayed completion of a temporary construction easement to provide access from the upper staging area to the construction site. Purchase price, terms, and contingencies remain the same.  
**Attachments:** Yes

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$1,000,000	\$976,935	\$174,600	\$802,335
<b>Budget Explanation:</b> This is a capital item included in the Parks CIP Fund			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 9 August 2011	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember James Rackley Councilmember Mark Hamilton	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;"><b>Yes</b></td> <td style="text-align: left;"><b>No</b></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>										
	Forward to: 23 August 2011 Council Meeting	<b>Consent Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 11 May 2010	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b> 5 August 2011 (if applicable):

**RESOLUTION NO. 2141**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH THE SUMNER SCHOOL DISTRICT TO PROVIDE RIGHT-OF-WAY FOR THE SAFE ROUTES TO SCHOOL PROJECT.**

**WHEREAS**, the City Council by Resolution 2033 approved a Purchase and Sale Agreement with the Sumner School District to purchase needed right-of-way for the Safe Routes to School trail; and

**WHEREAS**, language related to construction and trail easements have been revised in a manner that is satisfactory to the Sumner School District; and

**WHEREAS**, the term of the original Purchase and Sale Agreement has expired; and

**WHEREAS**, the purchase price, terms, and contingencies of the Purchase and Sale Agreement remain unchanged from that approved by Resolution 2033;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Bonney Lake, Washington, does authorize the Mayor to sign the Amendment to the Purchase and Sale Agreement between the City of Bonney Lake and the Sumner School District, attached hereto and incorporated herein by this reference.

**PASSED** by the City Council this 23<sup>rd</sup> day of August, 2011.

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Neil Johnson, Mayor

ATTEST:

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Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

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James Dionne, City Attorney

## **FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

This FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "First Amendment") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2011 between SUMNER SCHOOL DISTRICT, a Washington municipal corporation ("Seller") and CITY OF BONNEY LAKE, a Washington municipal corporation ("Purchaser") in connection with that certain Purchase and Sale Agreement, dated May 26, 2011 (the "Purchase Agreement"), with reference to the following recitals of fact:

### **RECITALS**

A. Purchaser has diligently pursued designing and obtaining the necessary approvals from the United States Army Corps of Engineers, Pierce County, the City of Bonney Lake, and the Washington State Department of Transportation to implement the Safe Walking Route Grant to construct the Fennel Creek Walking Path which is intended to traverse through Victor Falls Elementary School Property. The approval process exceeded Purchaser's anticipated timeframe for construction of the Fennel Creek Walking Path as it became necessary to re-design portions of the Walking Path to obtain the required approvals and to provide Seller with adequate time for review of the Construction Plans.

B. Thus, delay has occurred in the Walking Path Project and an extension of the Purchase Agreement to sell a portion of the Victor Falls Elementary Property lying within the westerly slope area and to prepare the necessary Easements for that portion of the Walking Path which is intended to cross the area wherein the Elementary School is located which will connect to the Fennel Ridge Residential Development.

C. The purpose of this First Amendment is to memorialize in writing the negotiations which have occurred between Seller and Purchaser since execution of the Purchase Agreement.

D. This First Amendment reflects the parties' agreement as to modifications to the Purchase Agreement.

### **AGREEMENT**

NOW, THEREFORE, Seller and Purchaser hereby agree as follows:

1. Purchaser' Contingencies: Paragraph 4.1.

1.1.1 Purchaser acknowledges and agrees that the Permit Contingency, under Paragraph 4.1.1 of the Purchase Agreement; the Segregation of the Victor Falls Property, under Paragraph 4.1.2 of the Purchase Agreement; and the City Council Approval, under Paragraph 4.1.5 of the Purchase Agreement, have all been satisfied and are hereby waived.

1.1.2 Purchaser's Contingencies under Paragraph 4.1.3 (finalization of the Trail Easement and Temporary Construction Easement) and Paragraph 4.1.4 (finalization of the Escrow Agreement) under the Purchase Agreement shall be and hereby are extended to and including September 16, 2011.

2. Seller's Contingencies: Paragraph 4.2.

2.1 Seller acknowledges and agrees that the Application Review Contingency, under Paragraph 4.2.1 of the Purchase Agreement; the Permit Contingency, under Paragraph 4.2.2 of the Purchase Agreement; the Segregation of the Victor Falls Property, under Paragraph 4.2.3 of the Purchase Agreement; and the Board Approval, under Paragraph 4.2.6 of the Purchase Agreement, have all been satisfied and are hereby waived.

2.2 Seller's Contingencies under Paragraph 4.2.4 (finalization of the Trail Easement and Temporary Construction Easement) and Paragraph 4.2.5 (finalization of the Escrow Agreement) under the Purchase Agreement shall be and hereby are extended to and including September 16, 2011.

3. Reinstatement of Purchase and Sale Agreement. To the extent that the Purchase and Sale Agreement was deemed terminated by virtue of expiration of the Contingency Periods without waiver of contingencies by Seller or Purchaser, Seller and Purchaser acknowledge and agree that this First Amendment shall re-instate the Purchase and Sale Agreement subject to the terms and conditions herein.

4. Other Terms. All other terms and conditions of the Purchase Agreement shall remain in full force and in effect.

5. No Further Amendment. This First Amendment constitutes the entire agreement of Seller and Purchaser with respect to this amendment of the Purchase Agreement and supersedes all previous oral and written understandings with respect to the subject matter. Neither the Purchase Agreement nor this First Amendment may be further modified nor may any provisions therein be waived except by the execution of a subsequent written agreement by Seller and Purchaser.

6. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument. Facsimile transmittal or email delivery of the executed First Amendment by a party shall constitute delivery by a party under the terms of the Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates set forth below.

**PURCHASER**  
CITY OF BONNEY LAKE

**SELLER**  
SUMNER SCHOOL DISTRICT NO. 320

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Craig Spencer  
Its: Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 2033**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PURCHASE AND SALE AGREEMENT WITH THE SUMNER SCHOOL DISTRICT TO PROVIDE RIGHT-OF-WAY FOR THE SAFE ROUTES TO SCHOOL PROJECT.**

**WHEREAS**, the City of Bonney Lake received a grant from WSDOT to partially fund the Safe Routes to School project; and

**WHEREAS**, the Safe Routes to School project requires right-of-way for the trail section of this project; and

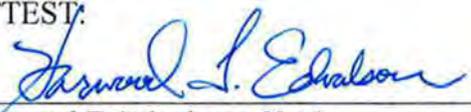
**WHEREAS**, the Sumner School District is a partner in this project and agrees to the sale of the property needed for the trail;

**NOW THEREFORE**, The City Council of the City of Bonney Lake, Washington, do hereby resolve that the Mayor is authorized to sign the Purchase and Sale Agreement with the Sumner School District to purchase the real estate described in the Purchase and Sale Agreement, attached hereto and incorporated herein by this reference.

**PASSED** by the City Council this 11<sup>th</sup> day of May, 2010.

  
\_\_\_\_\_  
Neil Johnson, Jr., Mayor

ATTEST:

  
\_\_\_\_\_  
Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James Dionne, City Attorney

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
WITH EARNEST MONEY DEPOSIT**

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (“Agreement”) is dated this 26 day of May, 2010, by and between SUMNER SCHOOL DISTRICT NO. 320, a Washington municipal corporation (“Seller”), and CITY OF BONNEY LAKE, a Washington municipal corporation (“Purchaser”). The Effective Date shall be the date of the last party’s execution date of this Agreement and shall hereinafter be referred to as the “Effective Date”.

**I. RECITALS**

A. Seller is the owner of certain real property commonly known as Victor Falls Elementary School located at 11401 188<sup>th</sup> Avenue Court East, Bonney Lake, Pierce County, Washington (“Victor Falls Property”).

B. Purchaser has obtained Federal and State funds known as the Safe Walking Route Grant to develop the Fennel Creek Trail (the “Fennel Creek Walking Path” or the “Path”) and to construct sidewalks from the point of connection with Bonney Lake High School along 192<sup>nd</sup> Street East to Rhodes Lake Road (the “Sidewalk Project”). When completed, the Path and Sidewalk Project is intended to provide a safe route for students and residents in over 550 homes to Victor Falls Elementary School, Mountain View Middle School, and Bonney Lake High School. Attached hereto as Exhibit A is an Illustrative Map depicting the Fennel Creek Walking Path and the Sidewalk Project.

C. The Fennel Creek Walking Path will proceed in a southerly direction for one (1) mile along the west side of Fennel Creek to the point of connection at the Victor Falls Property (within the jurisdiction of Pierce County) where the Path will traverse westerly up the slope of the Victor Falls Property to Victor Falls Elementary School to connect to the Fennel Ridge Residential Development.

D. In conjunction with the Fennel Creek Walking Path, Purchaser desires to: (i) acquire a certain 5.66 acre portion of the Victor Falls Property (the “5.66 Acre Parcel”); (ii) obtain a trail easement over, under, and across a portion of the Victor Falls Property (the “Trail Easement”); and (iii) obtain a temporary construction easement adjacent to the Trail Easement (the “Temporary Construction Easement”) all as depicted on the Illustrative Maps of the Victor Falls Property and the Victor Falls Elementary School attached hereto as Exhibit B and Exhibit B-1.

E. Seller is willing to sell the 5.66 Acre Parcel and is willing to grant a non-exclusive, perpetual Trail Easement and a Temporary Construction Easement to Purchaser, and Purchaser is willing to acquire the 5.66 Acre Parcel, the Trail Easement, and the Temporary Construction under the terms and conditions set forth under this Agreement.

## II. AGREEMENT

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

### 1. Property.

1.1 5.66 Acre Parcel. Purchaser agrees to purchase, and Seller agrees to sell and convey, under the terms and conditions set forth below, that certain 5.66 Acre Parcel of the Victor Falls Property, which is a portion of Parcel No. 0519092009 as illustratively shown on Exhibit B and as legally described on Exhibit C.

1.2 Trail Easement. Seller agrees to grant to Purchaser, and Purchaser agrees to accept, under the terms and conditions set forth below, that certain Trail Easement over, under and across a .76 acre portion of Parcel No.0519092009 as illustratively shown on Exhibit B and as legally described on Exhibit D.

1.3 Temporary Construction Easement. Seller agrees to grant to Purchaser, and Purchaser agrees to accept, under the terms and conditions set forth below, that certain non-exclusive, perpetual Temporary Construction Easement over, under and across a 3,116 square foot portion of Parcel No. 0519092009 as illustratively shown on Exhibit E and as legally described on Exhibit E-1.

1.4 Definition of Property. For purposes of this Agreement, the term "Property" as set forth below in certain provisions of this Agreement, shall mean the 5.66 Acre Parcel, the Trail Easement, and the Temporary Construction Easement.

### 2. Purchase Price/Consideration.

2.1 The total purchase price for the Property shall be One Hundred Thirty-Nine Thousand One Hundred and No/100 Dollars (\$139,100.00), including earnest money deposited with Closing Agent in accordance with Section 3 below, due and payable in cash at Closing ( the "Purchase Price").

2.2 As additional consideration for this Agreement, Purchaser shall reimburse Seller at Closing for:

2.2.1 its engineering, surveying, appraisal, and legal costs and expenses in a sum not to exceed \$30,000 ("Seller's Pre-Closing Expenses") related to the transaction contemplated under this Agreement, including but not limited to costs and expenses incurred by Seller: (i) prior to the execution of this Agreement, (ii) for preparation of this Agreement; (iii) for preparation and review by the parties and Pierce County of the required Easements under this Agreement; (iv) for preparation and review by the parties of the Escrow Agreement under this Agreement; (v) for the segregation of the Victor Falls Property to create the 5.66 Acre Parcel; and (vi) preparation of such Amended Site

Development Plan by Seller for the Victor Falls Property as required by Pierce County. Seller shall provide Purchaser at Closing with invoices evidencing such engineering, surveying, appraisal, and legal costs and expenses.

2.2.2 such engineering costs and expenses incurred by Seller in an amount not to exceed \$5,500 to be held in Escrow by Closing Agent in accordance with an Escrow Agreement to be executed between Seller and Purchaser at Closing as set forth under Sections 4.1.4 and 4.2.5 below (“Seller’s Post-Closing Expenses”) relating to, but not limited to: (i) review of the construction of the Trail Easement, and (ii) such other expenses and costs, including attorney’s fees and costs, related to construction of the Trail Easement.

3. **Earnest Money Deposit.** Within seven (7) business days of the Effective Date of this Agreement, Purchaser shall deposit with Closing Agent the sum of Five Thousand and No/100 Dollars (\$5,000.00) as an earnest money deposit (the “Deposit”). This Deposit shall be non-refundable upon satisfaction or waiver of Purchaser’s Contingencies and Seller’s Contingencies as set forth below, absent Seller’s default and except as otherwise provided herein, and shall be applied towards the Purchase Price upon Closing. As used herein the term "Deposit" shall refer to the cash deposit.

4. **Contingencies.**

4.1 **Purchaser’s Contingencies.** The Purchaser's duty to purchase is expressly conditioned upon the satisfaction of the contingencies set forth below:

4.1.1 **Permit Contingency.** On or before one hundred eighty (180) days from the Effective Date (“Permit Contingency”), Purchaser, at Purchaser’s sole cost, shall obtain all such permits and approvals to construct the Fennel Creek Walking Path, including the Trail Easement, from Pierce County, the United States Army Corps of Engineers, and such other federal, state, or local governmental entity or agency as required under all applicable Federal, State, and local statutes, ordinances, regulations and rules.

4.1.2 **Segregation of Victor Falls Property.** On or before one hundred eighty (180) days from the Effective Date (“Segregation Contingency”), Seller, at Purchaser’s sole expense, shall obtain approval from Pierce County, subject to any conditions approved by Purchaser, in its sole and absolute discretion, of a Segregation in accordance with Pierce County Code 18F.10.060A8 to create the 5.66 Acre Parcel consistent with the boundaries shown on Exhibit B and the legal description set forth on Exhibit C.

4.1.3 **Trail Easement/Temporary Construction Easement.** On or before one hundred eighty (180) days from the Effective Date (“Easements Contingency”), Seller and Purchaser shall reach agreement on a Trail Easement and a Temporary Construction Easement which shall be satisfactory to Purchaser in its sole and absolute discretion and which shall be executed at Closing.

4.1.4 **Escrow Agreement.** On or before one hundred eighty (180) days from the Effective Date (“Escrow Agreement Contingency”), Seller and Purchaser shall

reach agreement on an Escrow Agreement relating to the deposit of the sum of \$7,500 with Closing Agent for reimbursement of Seller's Post-Closing Expenses which shall be satisfactory to Purchaser in its sole and absolute discretion and which shall be executed at Closing.

4.1.5 **City Council Approval.** On or before twenty (20) days from the Effective Date ("City Council Approval Contingency"), Purchaser's Council shall approve, in Purchaser's Council's sole and absolute discretion, the terms and conditions of this Agreement, and shall authorize the Mayor to execute the Agreement and such other documents necessary to close the transaction contemplated under the Agreement, including but not limited to execution of such Easements and agreements required under this Agreement.

4.2 **Seller's Contingencies.** The Seller's obligation to grant and convey the Property to Purchaser is expressly conditioned upon the satisfaction of the contingencies set forth below:

4.2.1 **Application Review Contingency.** On or before one hundred eighty (180) days from the Effective Date ("Application Review Contingency") and prior to submittal of all applications (the "Applications") to Pierce County, the United States Army Corps of Engineers, and such other federal, state or local governmental entity or agency ("Agencies") with jurisdiction over the Property, Purchaser shall provide to Seller, for review and approval, in the exercise of Seller's reasonable discretion all such Applications, and Purchaser shall be obligated to provide Seller with any and all review comments of such Applications by any Agencies or any proposed conditions of approval to be imposed by such Agencies under such Applications.

4.2.2 **Permit Contingency.** On or before one hundred eighty (180) days from the Effective Date ("Permit Contingency"), Purchaser shall obtain all such permits and approvals to construct the Fennel Creek Walking Path, including the Trail Easement, from Pierce County, the United States Army Corps of Engineers, and such other federal, state, or local governmental entity or agency as required under all applicable Federal, State, and local statutes, ordinances, regulations and rules.

4.2.3 **Segregation of Victor Falls Property.** On or before one hundred eighty (180) days from the Effective Date ("Segregation Contingency"), Seller, at Purchaser's sole expense, shall obtain approval from Pierce County, subject to any conditions approved by Seller, in its sole and absolute discretion, of a Segregation in accordance with Pierce County Code 18F.10.060A8 to create the 5.66 Acre Parcel consistent with the boundaries shown on Exhibit B and the legal description set forth on Exhibit C.

4.2.4 **Trail Easement/Temporary Construction Easement.** On or before one hundred eighty (180) days from the Effective Date ("Easements Contingency"), Seller and Purchaser shall reach agreement on a Trail Easement and a Temporary Construction Easement which Easements shall be satisfactory to Seller, in its sole and absolute discretion, and which Easements shall be executed at Closing. The Trail Easement

shall provide, among other things, for: (i) the construction and maintenance of the Trail Easement by Purchaser, at Purchaser's sole cost and expense; (ii) the installation by Purchaser of two (2) maze gates and (2) equipment gates, the location, width, and types of gates to be determined by Seller, in its sole and absolute discretion; (iii) the construction of a retaining wall in the event that Seller's engineer, in its sole and absolute discretion, determines it is necessary in such areas where there is a grade transition; (iv) the installation of a fence by Purchaser along the south boundary line of the Trail Easement and to the easterly terminus at the location of connection with Seller's playfield; (v) placement by Purchaser of gravel at the end of Seller's bus loop; and (v) re-vegetation and such other appropriate restoration work by Purchaser of Seller's landscape buffer within the area north of the Trail Easement arising from construction of the Trail Easement by Purchaser.

4.2.5 **Escrow Agreement.** On or before one hundred eighty (180) days from the Effective Date ("Escrow Agreement Contingency"), Seller and Purchaser shall reach agreement on an Escrow Agreement relating to the deposit of the sum of \$7,500 with Closing Agent for reimbursement of Seller's Post-Closing Expenses which shall be satisfactory to Purchaser in its sole and absolute discretion and which shall be executed at Closing.

4.2.6 **Board Approval.** On or before twenty (20) days from the Effective Date ("Board Approval Contingency"), Seller's Board shall approve, in Seller's Board's sole and absolute discretion, the terms and conditions of this Agreement, and shall authorize the Superintendent to execute the Agreement and such other documents necessary to close the transaction contemplated under the Agreement, including but not limited to execution of such Easements and agreements required under this Agreement.

#### 4.3 **Extension of Contingency Periods.**

4.3.1 Provided Purchaser has proceeded with diligence to satisfy Purchaser's Contingencies under this Agreement and provided Purchaser has notified Seller not less than fifteen (15) days prior to expiration of Purchaser's Contingencies under this Agreement, Seller hereby agrees to grant Purchaser an extension of Purchaser's Contingencies for a period not to exceed six (6) months.

4.3.2 In the event that Seller has granted Purchaser an extension of Purchaser's Contingencies under Section 4.3.1 above, Seller's Contingencies shall be extended by the same time period.

4.3.3 Any extensions granted herein shall be confirmed in writing by an Amendment to the Agreement executed by Seller and Purchaser.

#### 4.4 **Notice of Satisfaction or Waiver of Contingencies.**

4.4.1 Purchaser and Seller shall notify the other party in writing of satisfaction or waiver of the conditions set forth under Section 4.1 and 4.2 respectively within the time periods designated therein or as extended under Section 4.3.

4.4.2 In the event Purchaser fails to notify Seller of the satisfaction or waiver of the above-identified contingencies within the time periods set forth above, Purchaser shall be deemed to have rejected the Property, and this Agreement shall be null and void and all rights and obligations of the parties shall be terminated except as otherwise provided under this Agreement and the Deposit shall be refundable to Purchaser.

4.4.3 In the event Seller fails to notify Purchaser of the satisfaction or waiver of the above-identified contingencies within the time periods set forth above, Seller shall be relieved of its duty to convey the Property to Purchaser, and this Agreement shall be null and void and all rights and obligations of the parties shall be terminated except as otherwise provided under this Agreement and the Deposit shall be refundable to Purchaser.

5. **Right of Access to and Entry Upon Property/Seller Cooperation.**

5.1 Seller hereby grants Purchaser, its agents and representatives the right of access to and entry upon the Property for the purposes of conducting such testing, studies, evaluation, surveying and inspection of the Property as Purchaser deems appropriate under this Agreement, in Purchaser's sole and absolute discretion; provided, however, Purchaser shall provide Seller with advance telephonic notice of such entry onto the Property. Purchaser shall be obligated to return the Property to its original condition to the extent reasonably possible in the event that the transaction contemplated under this Agreement fails to close.

5.2 Seller shall cooperate with Purchaser and execute any necessary documents during the Permit Contingency Period of this Agreement for the purpose of facilitating satisfaction by Purchaser of its Contingencies set forth under Section 4.1 of this Agreement.

5.3 Purchaser shall indemnify and hold Seller harmless from any claims, losses and damages, including Seller's attorney's fees and costs, arising from or relating to Purchaser's access to, entry upon, such inspections, studies, investigations, and evaluation of the Property in conjunction with contingencies under this Agreement. This Section shall survive the Closing or the termination of the transaction contemplated under this Agreement.

6. **Title Insurance and Condition of Title.**

6.1 Seller shall provide Purchaser, at Purchaser's sole expense with a preliminary commitment (the "Commitment") for title insurance policy (the "Title Policy") with extended coverage in the amount of the Purchase Price issued by Chicago Title Insurance Company as to the Property, together with a copy of the documents forming the basis for each exception therein. Within thirty (30) days from the Effective Date of this Agreement, Purchaser shall advise Seller in writing of Purchaser's approval or disapproval thereof in Purchaser's sole discretion, setting forth with specificity the item(s) which Purchaser disapproves. Purchaser's approval or waiver of an exception shall deem to be a "Permitted Exception". If Purchaser indicates its disapproval of the status of title, then Seller shall advise Purchaser within fifteen (15) days thereafter whether Seller can and will remove the items Purchaser disapproves. Seller shall have no duty or obligation of any kind or nature to remove items to which Purchaser

objects and may, in its sole and absolute discretion, choose not to remove any or all of such objectionable items. If Seller does not indicate that it will remove all such objectionable items, then, unless within ten (10) days thereafter Purchaser advises Seller in writing that Purchaser is waiving its remaining title objections, this Agreement shall thereupon be terminated, and the Deposit shall be returned to Purchaser.

6.2 Within ten (10) business days of receipt of any Supplement to the Commitment (and in any event prior to Closing), Purchaser shall advise Seller in writing of Purchaser's approval or disapproval thereof in Purchaser's sole discretion, setting forth with specificity the item(s) which Purchaser disapproves. If Purchaser indicates its disapproval of any such item, then Seller shall advise Purchaser within five (5) business days thereafter (and in any event prior to Closing) whether Seller can and will remove the items Purchaser disapproves. Seller shall have no duty or obligation of any kind or nature to remove items to which Purchaser objects and may, in its sole and absolute discretion, choose not to remove any or all of such objectionable items. If Seller does not indicate that it will remove all such objectionable items, then, unless within five (5) business days thereafter Purchaser advises Seller in writing that Purchaser is waiving its remaining title objections, this Agreement shall thereupon be terminated, and the Deposit shall be returned to Purchaser.

6.3 At Purchaser's sole option and at Purchaser's sole expense, Purchaser shall be responsible for ordering and bearing the expense of an owner's extended form title insurance coverage and such special endorsements requested by Purchaser.

7. **Conveyance.** Title to the 5.66 Acre Parcel shall be conveyed by Statutory Warranty Deed and use and possession under the Trail Easement shall be granted free of encumbrances, defects and restrictions of record except those Permitted Exceptions as provided for under Section 6 of this Agreement.

8. **Representations and Warranties.**

8.1 **Seller's Representations and Warranties.** Seller makes the following representations, warranties, and covenants to Purchaser. The following warranties and representations of Seller shall be true and correct as of the Effective Date and as of the Closing Date of this Agreement. At Purchaser's request, Seller shall execute and deliver at Closing, a certificate confirming the accuracy of the following warranties and representations. The following representations and warranties shall survive the Closing of this transaction:

8.1.1 **Power and Authority.** Seller has the authority and power to enter into this Agreement and consummate the transaction provided for herein. The individuals executing this Agreement have the authority to bind and has been duly authorized to bind Seller. This agreement and all other documents executed and delivered by Seller constitute a legal, valid, binding and enforceable obligation of Seller.

8.1.2 **No Legal Action/Investigations.** To the best of Seller's knowledge, there are no actions, lawsuits, proceedings, investigations pending, or notices of violation of any statutes, ordinances, regulations or policies from any Federal, State or local governmental entity or agency or to Seller's knowledge, threatened, before any governmental

entity, agency, court or other governmental authority relating in any manner whatsoever to the Property.

8.1.3 **Hazardous Substances.** To the best of Seller's knowledge (i) no environmentally significant amount of hazardous substances has been generated, treated, released, stored or disposed of, or otherwise deposited on the Property, including without limitation the surface and subsurface of the Property; (ii) there are no underground or above-ground storage tanks on the Property; (iii) there are no environmentally significant amount of hazardous substances on any other property adjacent to the Property under this Agreement which may support a claim or cause of action under any federal, state or local environmental statute, ordinance, regulation or other regulatory requirement; and (iv) Seller has not received any notification from any Federal, State or local governmental entity or agency of any violation of or claim of violation for the storage or disposal of any toxic or hazardous waste, material, or substance. As used herein the term "Hazardous Substances" shall mean: (a) any radioactive materials and (b) any substance or material the transportation, storage, treatment, handling, use, removal or release of which is subject to any law regarding health, safety, radioactive materials or the environment (an "Environmental Law"). Without limiting the generality of the foregoing, "Hazardous Substances" shall include: asbestos and asbestos-containing materials (whether or not friable); urea-formaldehyde in any of its forms; polychlorinated biphenyls; oil, used oil; petroleum products and their by-products; lead-based paint; and any substances defined as "hazardous waste," "hazardous substances," "pollutants or contaminants," "toxic substances," "hazardous chemicals," "hazardous pollutants," or "toxic chemicals" under an Environmental Law.

9. **Closing.**

9.1 **Date of Closing.**

9.1.1 Provided Seller has waived its Contingencies under Section 4.2 above, the Closing of this transaction shall take place within twenty (20) days following the later of the waiver or satisfaction by Purchaser or Seller of all of Purchaser's or Seller's Contingencies under Section 4.1 and Section 4.2 above, respectively.

9.1.2 For purposes of this Agreement, "Date of Closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller.

9.2 **Place of Closing.**

9.2.1 The closing of this transaction shall take place through the escrow offices of Chicago Title Insurance Company, 4717 South 19th Street, Suite 201, Tacoma, WA 98405 Telephone: 253-671-6623, Attention: Renee Sorenson (the "Closing Agent") or in such other location selected by Closing Agent and convenient for Seller.

9.2.2 The location of Closing shall be at a location convenient to Purchaser and Closing Agent shall make arrangements with Purchaser for execution of all Closing Documents in a location convenient for Purchaser.

9.3 **Closing Adjustments and Closing Costs.**

9.3.1 Purchaser shall be responsible for the cost of standard coverage title insurance, the premium for extended coverage, and any endorsements requested by Purchaser. Escrow costs of Purchaser and Seller shall be borne by Purchaser. The payment of real estate excise tax will be exempt under the terms of WAC Section 458-61A-205. Seller and Purchaser are both exempt from the payment of real estate taxes except surface water management fees shall be prorated between Seller and Purchaser to the Date of Closing based upon the ratio of the 5.66 Acre Parcel to the entire Victor Falls Property.

9.3.2 Purchaser shall be responsible for the recording fees for the Statutory Warranty Deed and the Trail Easement.

9.3.3 Utilities shall be handled outside of Closing.

9.4 **Execution of Documents.** Both parties shall be obligated to execute all documents reasonably necessary to close the transaction upon request by the Closing Agent in order that all appropriate and necessary documents are tendered to the Closing Agent prior to the Closing Date, including but not limited to: (i) a Statutory Warranty Deed, (ii) Trail Easement, (iii) Temporary Construction Easement, (iv) Escrow Agreement, and (v) FRPTA Affidavit.

10. **"AS-IS" SALE.** IN ACCORDANCE WITH THIS AGREEMENT, PURCHASER AND ITS REPRESENTATIVES (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL CONSULTANTS, ARCHITECTS AND ENGINEERS) HAVE BEEN OR WILL BE AFFORDED THE RIGHT AND OPPORTUNITY TO ENTER UPON THE PROPERTY AND TO MAKE SUCH INSPECTIONS OF THE PROPERTY AND MATTERS RELATED THERETO, INCLUDING THE CONDUCT OF SOIL, ENVIRONMENTAL AND ENGINEERING TESTS, AS PURCHASER AND ITS REPRESENTATIVES DESIRE, SUBJECT TO THE PROVISIONS OF SECTION 5. PURCHASER FURTHER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH UNDER THE STATUTORY WARRANTY DEED AND THE REPRESENTATIONS UNDER SECTION 8, PURCHASER IS ACQUIRING THE PROPERTY IN WHOLLY AN "AS-IS" CONDITION WITH ALL FAULTS WHETHER KNOWN OR UNKNOWN. IN PARTICULAR, BUT WITHOUT LIMITATION, EXCEPT AS SET FORTH IN SECTION 8, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE AND CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SOILS OR GROUNDWATERS OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON OR UNDER THE PROPERTY. THIS SECTION SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT.

Purchaser/By: \_\_\_\_\_

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11. **Default.**

11.1 **Purchaser's Remedies.** In the event of Seller's breach of this Agreement, Purchaser shall have the right to enforce this Agreement by specific performance or any other remedy available at law or in equity to Purchaser. Purchaser at its option may elect to waive the performance of any condition, contingency, or provision in Purchaser's favor set forth in this Agreement.

11.2. **Seller's Remedies.** In the event of Purchaser's breach of this Agreement, Seller shall have the right to enforce this Agreement by any remedy available at law or equity, including but not limited to specific performance. Seller at its option may elect to waive the performance of any condition, contingency or provision in Seller's favor set forth in this Agreement.

12. **Risk of Loss.** Seller shall bear the risk of casualty or loss to the Property, including any improvements on the Property until this transaction has closed. In the event of any casualty or loss to the Property before closing, Purchaser shall have the option, at Purchaser's sole and absolute discretion, of terminating this Agreement and the Deposit shall be refundable to Purchaser.

13. **Possession.** Purchaser shall be entitled to possession of the 5.66 Acre Parcel upon Closing and the right of use of the Trail Easement and the Temporary Construction Easement upon Closing.

14. **Real Estate Commission.** Seller and Purchaser warrant and represent that neither party has employed the services of a real estate brokerage or agent to assist in the procurement of this Agreement. Seller and Purchaser each agree to indemnify, defend and hold harmless the other from and against any liability, damages, fees and expenses arising out of or in any way connected with such indemnifying party's representations under this section. The representations and warranties under this section shall survive the closing of the transaction contemplated under this Agreement.

15. **Attorney's Fees.** If it shall be necessary for either party to employ an attorney to enforce or defend its rights under this Agreement, the non-prevailing party shall reimburse the prevailing party for its reasonable attorney's fees and costs of any action, including on appeal.

16. **Integration: Modification: Waiver.** This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Agreement cannot be modified, or any change hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

17. **Assignment/Binding Nature.** All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs,

assigns, administrators, and executors of the parties hereto; provided, however, this Agreement shall not be assignable by either Seller or Purchaser without the other parties written consent.

18. **Notices.** All notices provided for herein may be delivered by overnight courier service, mailed registered or certified mail, return receipt requested, or transmitted via facsimile. If a notice is sent via overnight courier, it shall be deemed delivered upon the next business day. If a notice is mailed, it shall be considered delivered three (3) days after deposit in such mail. If a notice is sent via facsimile, it shall be deemed delivered upon receipt of verification of transmission. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

Seller: Sumner School District No. 320  
1202 Wood Avenue  
Sumner, WA 98390  
Attention: Craig Spencer, Assistant Superintendent  
of Administrative Services  
Telephone: 253-891-6083  
Facsimile: 253-891-6101  
Email: [craig\\_spencer@sumner.wednet.edu](mailto:craig_spencer@sumner.wednet.edu)

with a copy to: Mary J. Urback, Esq.  
Mary J. Urback PLLC  
12417 12<sup>th</sup> Street East  
Edgewood, WA 98372  
Telephone: 253-826-9504  
Facsimile: 253-863-0225  
Email: [murback@earthlink.net](mailto:murback@earthlink.net)

Purchaser: City of Bonney Lake  
19306 Bonney Lake Boulevard  
Bonney Lake, WA 98391-0944  
Telephone: 253-447-4334  
Facsimile: 253-862-8538  
Attention: Gary Leaf, Community Services Director  
Email: [leafg@ci.bonney-lake.wa.us](mailto:leafg@ci.bonney-lake.wa.us)

19. **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific Daylight Time.

20. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action or proceeding under this Agreement shall be Pierce County.

21. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or enforceable, the remaining terms and provisions of this agreement shall not be effected thereby, but each remaining term and provisions shall be valid and enforced to the fullest extent permitted by law.

22. **Construction.** Seller and Purchaser acknowledge that each party has had an opportunity to employ legal counsel or other representative to review this Agreement and such representative or legal counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments thereto, and the same shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

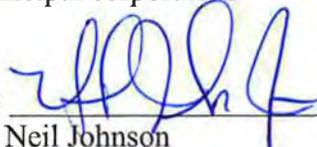
23. **Time.** Time is of the essence in each and every covenant and condition of the Agreement.

IN WITNESS WHEREOF, this Agreement is executed on the date and year set forth below the parties respective signatures.

**SELLER:**  
SUMNER SCHOOL DISTRICT NO. 320, a  
Washington municipal corporation

**PURCHASER:**  
CITY OF BONNEY LAKE, a Washington  
municipal corporation

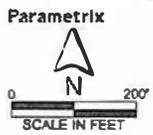
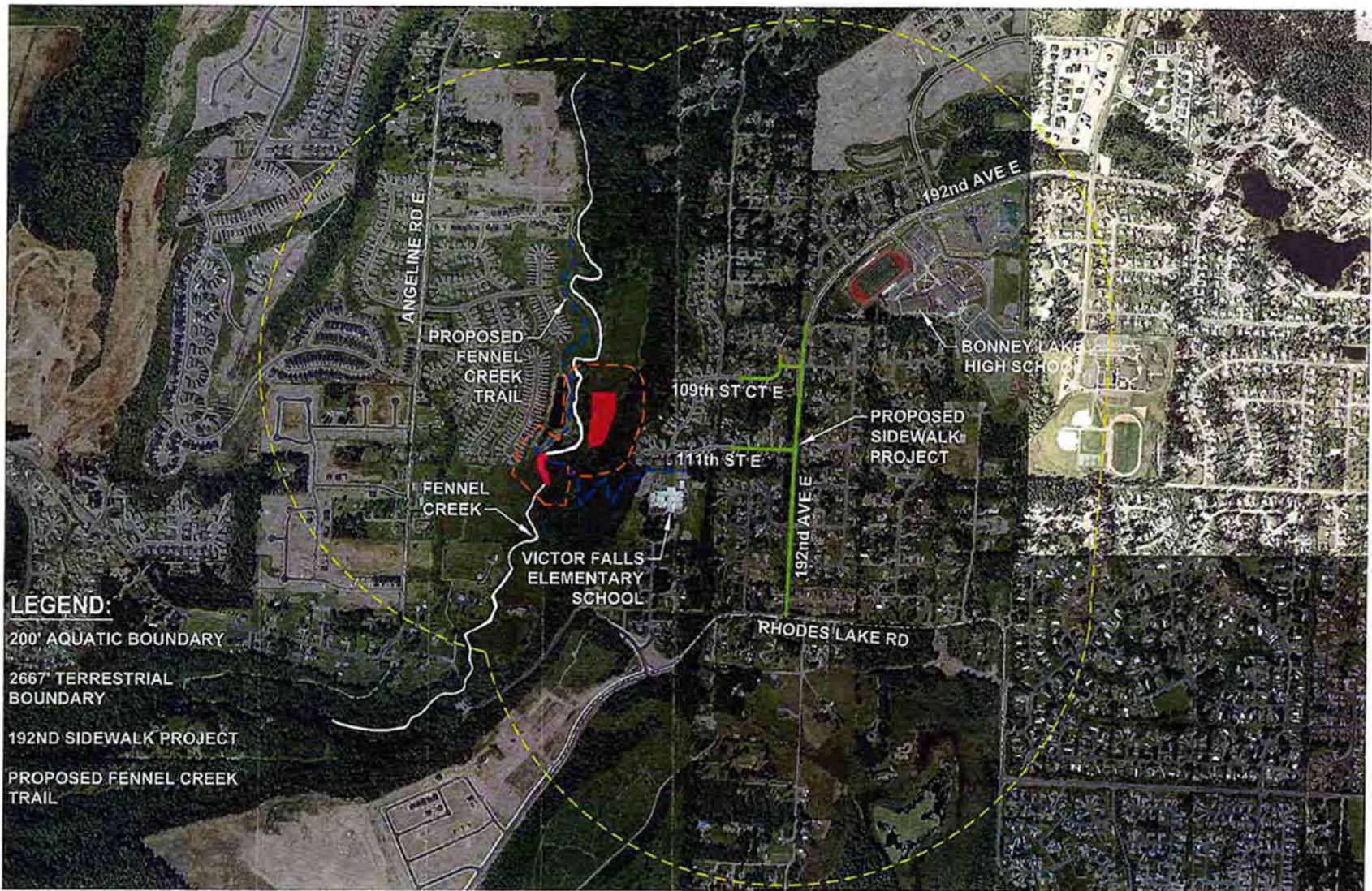
By:   
Dr. Gilbert A. Mendoza  
Its: Superintendent  
Date: 5/26/10

By:   
Neil Johnson  
Its: Mayor  
Date: 5/11/10

## **LIST OF EXHIBITS**

- Exhibit A: Illustrative Map of Fennel Creek Walking Path and Sidewalk Project
- Exhibit B: Illustrative Map of Victor Falls Property
- Exhibit B-1: Illustrative Map of Fennel Creek Walking Path  
with Victor Falls Elementary School
- Exhibit C: Legal Description of 5.66 Acre Parcel
- Exhibit D: Legal Description of Trail Easement
- Exhibit E: Illustrative Map of Temporary Construction Easement Area
- Exhibit E-1: Legal Description of Temporary Construction Easement Area

**EXHIBIT A**  
**ILLUSTRATIVE MAP OF FENNEL CREEK WALKING PATH**  
**AND SIDEWALK PROJECT**



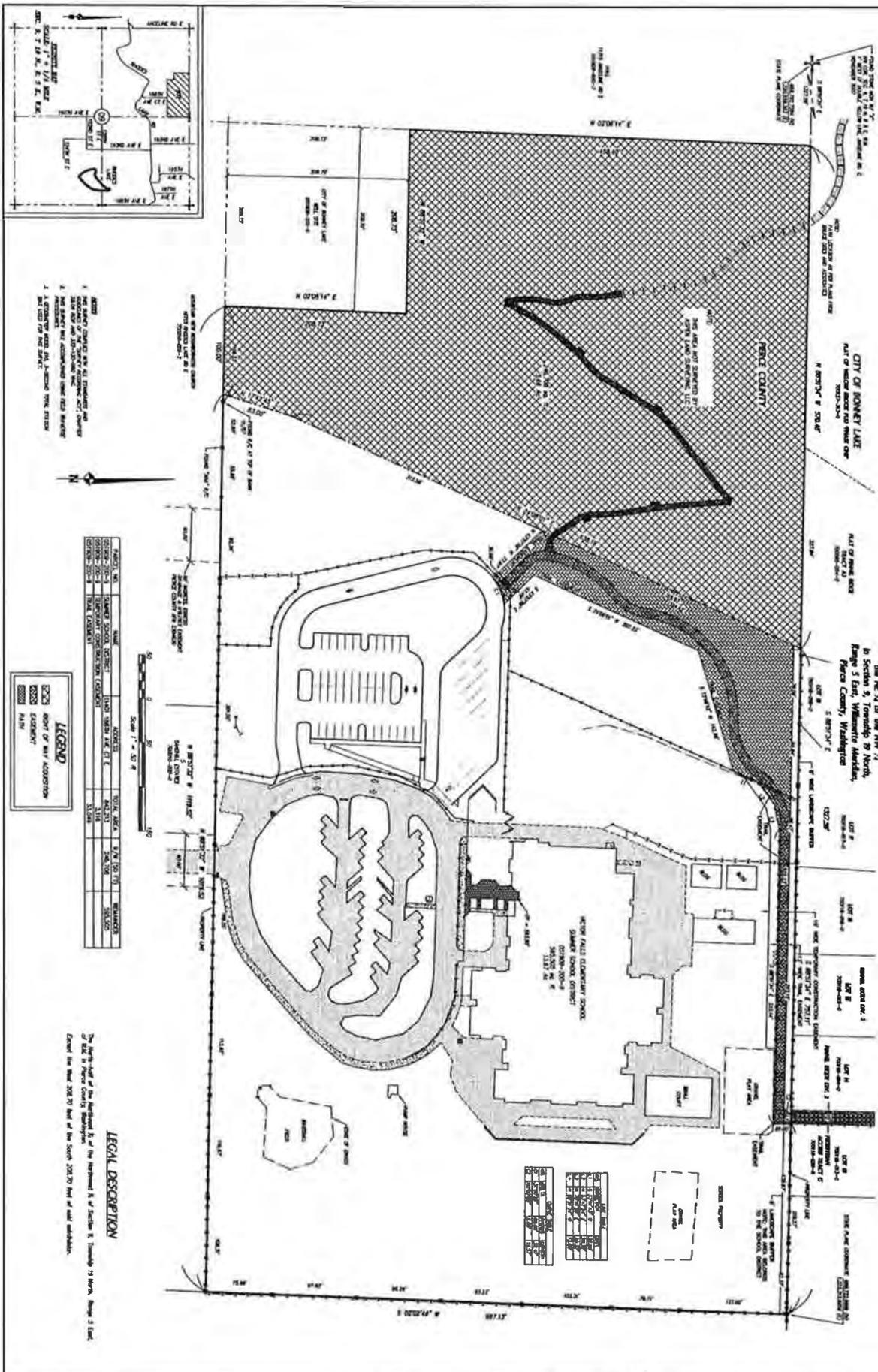
**Figure 3**  
**Fennel Creek Trail / 192nd Ave Sidewalks**  
**Action Area**

**EXHIBIT B**  
**ILLUSTRATIVE MAP OF VICTOR FALLS PROPERTY**

RIGHT-OF-WAY ACQUISITION FOR FENNEL CREEK TRAIL

CITY OF BONNEY LAKE

A Portion of  
the NE 1/4 of the NW 1/4  
in Section 9, Township 19 North,  
Range 5 East, Willamette Meridian,  
Fierce County, Washington



- 1. A LEGAL DESCRIPTION OF THE ACQUISITION SHALL BE PROVIDED TO THE CITY OF BONNEY LAKE BY THE SURVEYOR.
- 2. THE ACQUISITION SHALL BE MADE BY THE CITY OF BONNEY LAKE.
- 3. THE ACQUISITION SHALL BE MADE BY THE CITY OF BONNEY LAKE.
- 4. THE ACQUISITION SHALL BE MADE BY THE CITY OF BONNEY LAKE.
- 5. THE ACQUISITION SHALL BE MADE BY THE CITY OF BONNEY LAKE.

ADJACENT	OWNER	ADDRESS	TOTAL AREA	ACQUISITION	REMARKS
SECTION 9	CITY OF BONNEY LAKE	1000 10TH AVE SE	2.00 AC	2.00 AC	ACQUISITION
SECTION 9	CITY OF BONNEY LAKE	1000 10TH AVE SE	2.00 AC	2.00 AC	ACQUISITION
SECTION 9	CITY OF BONNEY LAKE	1000 10TH AVE SE	2.00 AC	2.00 AC	ACQUISITION
SECTION 9	CITY OF BONNEY LAKE	1000 10TH AVE SE	2.00 AC	2.00 AC	ACQUISITION
SECTION 9	CITY OF BONNEY LAKE	1000 10TH AVE SE	2.00 AC	2.00 AC	ACQUISITION

**LEGEND**  
 CITY OF BONNEY LAKE  
 ACQUISITION  
 EXISTING  
 MAIN

**LEGAL DESCRIPTION**  
 The Right-of-Way of the Acquisition is of the Northeast 1/4 of Section 9, Township 19 North, Range 5 East, Fierce County, Washington.  
 Except the West 200.00 Feet of the South 200.00 Feet of said acquisition.

RIGHT-OF-WAY ACQUISITION FOR FENNEL CREEK TRAIL

A Portion of  
the NE 1/4 of the NW 1/4  
in Section 9, Township 19 North, Range 5 East,  
Willamette Meridian, Fierce County, Washington

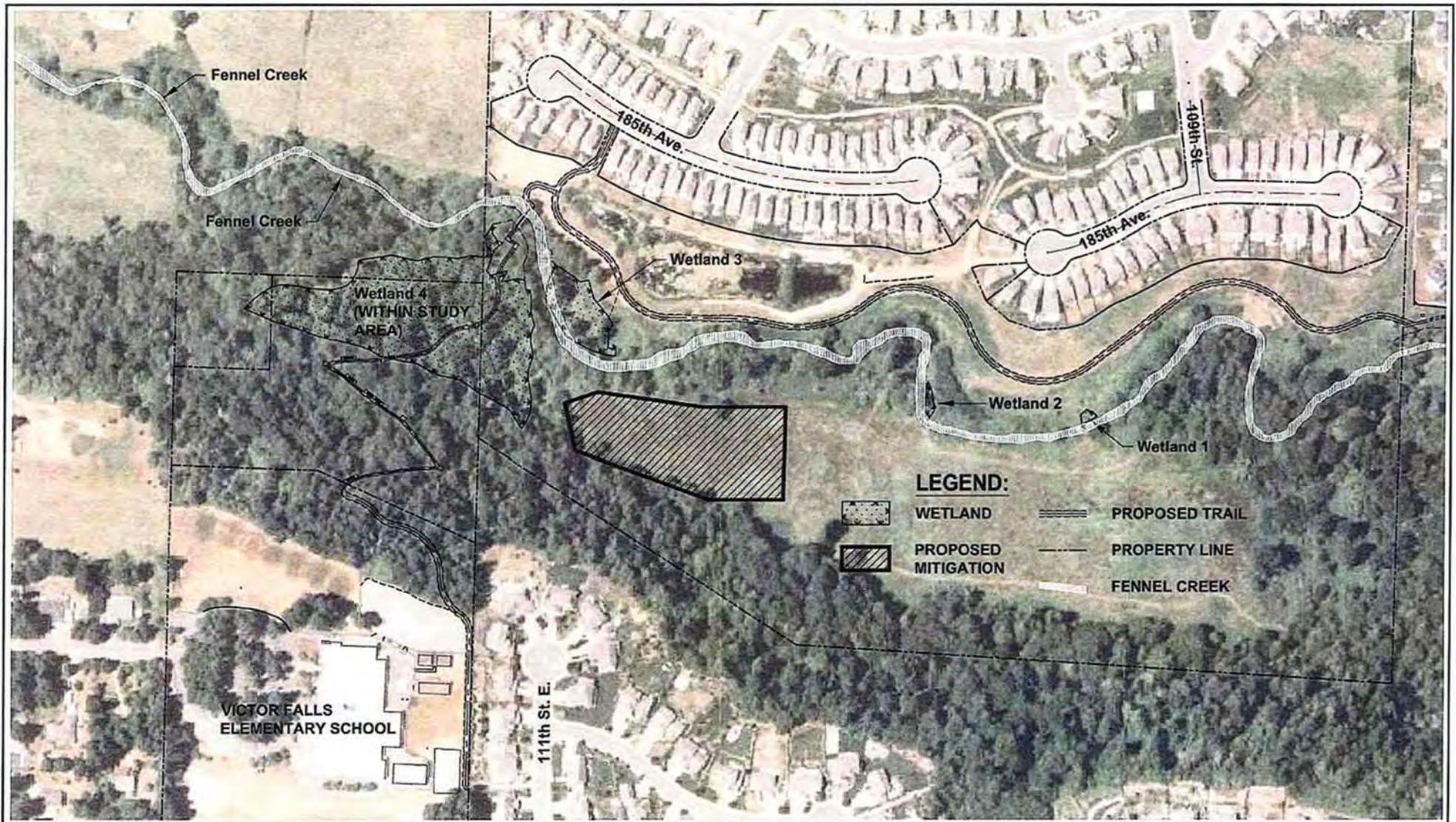
FOR  
CITY OF BONNEY LAKE  
ATTN: Mr. Gary Leaf  
19306 Bonney Lake Blvd.  
Bonney Lake, WA 98391



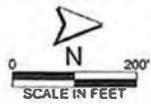
**Aspen**  
Land Surveying LLC  
 8007 - 15144 Bonney HW, Clig StarMap, WA 98328  
 (360) 867-8888 FAX: (360) 867-8888

DRAWING NO.  
**3312C**  
 DRAWN BY: PWT

**EXHIBIT B-1**  
**ILLUSTRATIVE MAP OF FENNEL CREEK WALKING PATH**  
**WITH VICTOR FALLS ELEMENTARY SCHOOL**



Parametrix DATE: Jul 17, 2008 FILE: 0081102792721-F-2



**Figure 2**  
**Fennel Creek Trail**  
**Project Site Plan**

**EXHIBIT C**  
**LEGAL DESCRIPTION OF 5.66 ACRE PARCEL**

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 9, Township 19 North, Range 5 East, W.M., Pierce County, Washington, described as follows:

Commencing at the North Quarter Corner of Section 9, Township 19 North, Range 5 East, W.M., in Pierce County, Washington; thence North 88°51'34" West along north line of said section, 757.11 feet to the TRUE POINT OF BEGINNING; thence South 24°08'01" West, 638.19 feet; thence South 17°42'45" West, 83.00 feet; thence North 88°51'32" West, 100.00 feet; thence North 02°06'14" East, 208.73 feet; thence North 88°51'32" West, 208.73 feet; thence North 02°06'14" East, 458.40 feet to the North Line of said Section; thence along said Section Line South 88°51'34" East, 570.48 feet to the True Point of Beginning.

Contains 5.66 acres more or less.

**EXHIBIT D**  
**LEGAL DESCRIPTION OF TRAIL EASEMENT**

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 9, Township 19 North, Range 5 East, W.M., Pierce County, Washington, described as follows:

Commencing at the North Quarter Corner of Section 9, Township 19 North, Range 5 East, W.M., thence North 88°51'34" West along the North Line of said Section, 218.27 feet to the TRUE POINT OF BEGINNING; thence South 01°08'26" West, 20.00 feet; thence North 88°51'34" West, 333.14 feet; thence South 78°41'25" West, 29.32 feet; thence South 53°47'24" West, 29.32 feet; thence South 23°41'43" West, 32.09 feet; thence South 73°48'42" West, 142.98 feet; thence South 24°08'01" West, 207.23 feet; thence South 43°57'59" East, 47.49 feet to a point on a 60.00-foot-radius curve to the left (radius point bears South 7°07'54" East); thence along said curve 32.47 feet, through a central angle of 31°00'25"; thence North 43°57'59" West, 77.97 feet; thence North 24°08'01" East, 315.93 feet; thence South 88°51'34" East, 522.23 feet to a point of curvature of a 8.00-foot-radius curve to the left; thence along said curve 12.57 feet, through a central angle of 90°00'00" to the North Line of said Section; thence South 88°51'34" East along said Section Line, 12.00 feet to the True Point of Beginning.

Contains 0.76 acres more or less.

**EXHIBIT E**  
**ILLUSTRATIVE MAP OF TEMPORARY CONSTRUCTION EASEMENT AREA**

FOUND STONE MON W/ "X"  
 NW COR. SEC. 9, T 19 N, R 5 E, W.M.  
 1' WEST OF DOUBLE YELLOW LINE, ANGELINE RD. E.  
 NOVEMBER 2007

N 1/4 COR. SEC. 9,  
 T 19 N, R 5 E, W.M.

**LOT 17**  
 700118-017-0

**LOT 16**  
 700118-016-0

**LOT 15**  
 700118-015-0

**LOT 14**  
 700118-014-0

**LOT 13**  
 700118-013-0

FENNEL RIDGE DIV. 2

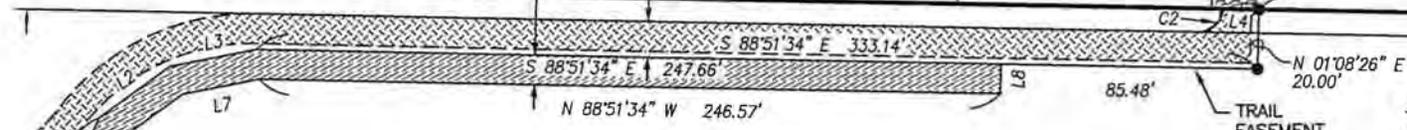
PEDESTRIAN  
 ACCESS TRACT G  
 700118-026-0

8' WIDE LANDSCAPE BUFFER

10' WIDE TEMPORARY CONSTRUCTION EASEMENT

12' WIDE TRAIL EASEMENT

218.27'



**EXHIBIT MAP**  
 PIERCE COUNTY, WASHINGTON

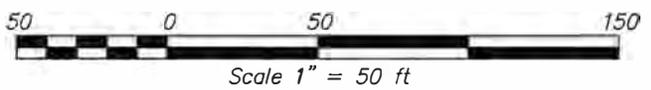


LINE TABLE		
NO.	DIRECTION	DIST.
L1	S 23°41'43\" W	32.09'
L2	N 53°47'24\" E	29.32'
L3	N 78°41'25\" E	29.32'
L4	N 88°51'34\" W	12.00'
L5	N 23°41'43\" E	19.94'
L6	S 53°47'24\" W	44.37'
L7	N 78°41'25\" E	26.02'
L8	N 01°08'26\" E	10.00'

**LEGEND**

TEMPORARY CONSTRUCTION EASEMENT

PATH



A Portion of  
 the NE 1/4 of the NW 1/4  
 in Section 9, Township 19 North, Range 5  
 East, W.M., Pierce County, Washington

SUMNER SCHOOL DISTRICT  
 051909-200-9



DRAWING NO. 3312C  
 DRAWN BY: PWT DATE: 2/24/10  
 NOTE: THIS IS NOT A SURVEY

**Aspen**

**Land Surveying**

LLC

9607 - 131st Street NW, Gig Harbor, WA 98329  
 (253) 867-3265 FAX: (253) 857-9265

**EXHIBIT E-1**  
**LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA**

Commencing at the North Quarter Corner of Section 9, Township 19 North, Range 5 East, W.M., thence North 88°51'34" West along north line of said section, 218.27 feet; thence South 1°08'26" West, 20.00 feet; thence North 88°51'34" West, 85.48 feet to the True Point of Beginning; thence South 1°08'26" West, 10.00 feet; thence North 88°51'34" West, 246.57 feet; thence South 78°41'25" West, 26.02 feet; thence South 53°47'24" West, 44.37 feet; thence North 23°41'43" East, 19.94 feet; thence North 53°47'24" East, 29.32 feet; thence South 88°51'34" East, 247.66 feet; to the True Point of Beginning.

Containing 3,116 square feet more or less.

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

<b><u>Department / Staff Contact:</u></b> CS / Gary Leaf	<b><u>Workshop / Meeting Date:</u></b> 11 May 2010	<b><u>Agenda Bill Number:</u></b> AB10-79
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b> 2033	<b><u>Councilmember Sponsor:</u></b> Donn Lewis

**Agenda Subject:** Acquisition of property from Sumner School District for the Safe Routes to School project

**Proposed Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Purchase And Sale Agreement With The Sumner School District To Provide Right-Of-Way For The Safe Routes To School Project.

**Administrative Recommendation:** Approve

**Background Summary:** Last year the City began work on the Safe Routes to School Project. This project uses City, State, and Federal funds to construct a mile of sidewalks and a mile of trail to provide infrastructure to make it safe for children to walk to local schools. The project also includes an education/encouragement campaign and increased speed enforcement in school zones. The trail, which begins on City property and traverses up the hillside to Victor Falls Elementary School, needs right-of-way. This acquisition will provide the needed trail right-of-way. Though local funds are being used for the land acquisition, Federal acquisition guidelines are followed due to the use of Federal funds for construction.

**BUDGET INFORMATION:**

<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
\$2,100,000	\$174,600	\$174,600	\$1,447,400

**Budget Explanation:**  
Capital project fund no. 302

**COMMITTEE/BOARD REVIEW:**

**Subcommittee Review Date:** Community Development Committee - 03 May 2010

**Commission/Board Review Date:** -

**Hearing Examiner Date:**

**COUNCIL ACTION:**

**Workshop Date(s):**

**Meeting Date(s):** 11 May 2010

**Public Hearing Date(s):**

**Tabled To Date:**

**Signatures:**

Director Authorization	Mayor	Date City Attorney Reviewed 3/30/2010
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City of Bonney Lake, Washington  
**City Council Agenda Bill (AB)**

<b>Department/Staff Contact:</b> Executive / Brian Hartsell	<b>Meeting/Workshop Date:</b> 23 August 2011	<b>Agenda Bill Number:</b> AB11-100
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2147	<b>Councilmember Sponsor:</b>

**Agenda Subject:** Contract Award for Variable Frequency Drives

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Award A Contract To Wesco Cascade Controls For The Purchase Of Five Variable Frequency Drives For \$96,610.27.

**Administrative Recommendation:** Approve the Resolution

**Background Summary:** In Sept 2009 the City applied for the two energy efficiency grants to fully fund two energy efficient retrofit projects. One of these projects will fund 5 new energy efficient water pump motors and 5 variable frequency drives (VFDs) at our pump stations. \$277,923 was made available from the Recovery Act and from Puget Sound Energy to fund the VFD retrofit project--which consists of three components 1) purchase and install of the pump motors (awarded on 9 Aug 2011) 2) purchase of the VFDs (this award), and 3) the installation of the VFDs. An additional \$14,500 in Recovery Act funding is pending to offset potential cost increases. Total project cost was originally estimated at around \$300,000.

The City issued a Request for Quote to the MRSC Small Works Roster on July 29, 2011 and received four quotes. After careful review, the City recommends a contract award to Wesco Cascade Controls of Tukwila, WA. A summary of quotes is attached. An estimated \$50,000 in electric utility costs will be saved annually upon completion of the VFD project project.

**Attachments:** 1) Quote Package and 2) Summary of Quotes

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$300,000	\$118,432.01	\$96,610.27	\$21,821.74
<p><b>Budget Explanation:</b> \$277,923 in grant funds are set apart for the project. An additional \$14,500 in Recovery Act funding is pending to help offset potential cost increases. Wesco Cascade Controls purchase order will be for the quoted amount of \$96,610.27. The \$300,000 budget amount is coded to 401.86.34.594.34.63.04 (VFD Retrofit &amp; Installation Grant Project).</p>			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>												
<b>Council Committee Review:</b>	Finance Committee Date: 23 August 2011	<i>Approvals:</i> Chair/Councilmember Councilmember Councilmember	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Dep Mayor Swatman</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">Councilmember Hamilton</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Councilmember Rackley</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Dep Mayor Swatman	Yes	No	Councilmember Hamilton	<input type="checkbox"/>	<input type="checkbox"/>	Councilmember Rackley	<input type="checkbox"/>	<input type="checkbox"/>
Dep Mayor Swatman	Yes	No										
Councilmember Hamilton	<input type="checkbox"/>	<input type="checkbox"/>										
Councilmember Rackley	<input type="checkbox"/>	<input type="checkbox"/>										
	Forward to: 23 August 2011 Council Meeting	<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
<b>Commission/Board Review:</b>												
<b>Hearing Examiner Review:</b>												

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):

Meeting Date(s):

Tabled to Date:

**APPROVALS**

**Director:**

**Mayor:**

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

## RESOLUTION NO. 2147

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED A CONTRACT TO WESCO CASCADE CONTROLS FOR THE PURCHASE AND INSTALLATION OF VARIABLE FREQUENCY DRIVES.**

**WHEREAS**, the City Council approved Resolution 1986 accepting an Energy Efficiency Community Block Grant and Custom Grant from Puget Sound Energy to fund a significant portion of the Variable Frequency Drive Retrofit Project; and

**WHEREAS**, the City requested quotes from the MRSC Small Works Roster; and

**WHEREAS**, Wesco Cascade Controls provided the lowest complete and responsible quote;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Bonney Lake Council does hereby authorize the Mayor to sign a purchase order with Wesco Cascade Controls in the amount of \$96,610.27, which includes tax.

**PASSED** and adopted by the City Council this 23<sup>rd</sup> day of August, 2011.

---

Neil Johnson , Mayor

ATTEST:

---

Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

---

James Dionne, City Attorney



**WESCO<sup>®</sup>**  
**Cascade Controls**

*A Division of WESCO Distribution, Inc.*

Date: August 11, 2011  
To: Dave Cihak – Utilities Supervisor  
From: Andrew Rillera – Automation Specialist-Wesco Cascade Controls  
Subject: Quote for City of Bonney Lake VFD Installation Project

Wesco Cascade Controls is pleased to provide this price quotation for the City of Bonney Lake VFD Installation Project. The VFDs proposed are Eaton CFX9000 Drives in a NEMA Type 1 enclosure with an integral TCI Passive Harmonic Filter designed to meet the IEEE 519-1992 requirements for harmonic distortion.

The field testing requirement in section 3-03 is included in the price of the VFDs and will be performed by a factory certified technician.

The training requirement in section 3-04 is included in the price of the VFDs and is to be held at a single location and not to exceed 1 site visit.

Harmonic analysis is being calculated and will be provided.

*Contractor Price Quote*

Bid Item	Approx. Quantity	Description	Unit Price	Total Price
1.	1 LS	Victor Fall Pump # 1 – 125hp Rated VFD, \$ <u>Fifteen Thousand Twenty eight</u> (unit price in words)	\$ <u>15,028</u>	\$ <u>15,028</u>
2.	1 LS	Victor Fall Pump # 2 – 150hp Rated VFD, \$ <u>Seventeen Thousand Two Hundred</u> (unit price in words) <u>Twenty five</u>	\$ <u>17,225</u>	\$ <u>17,225</u>
3.	1 LS	Grainger Springs Pump #2 – 150hp Rated VFD, \$ <u>Seventeen Thousand Two Hundred</u> (unit price in words) <u>Twenty five</u>	\$ <u>17,225</u>	\$ <u>17,225</u>
4.	1 LS	Tacoma Point Pump #4 – 150hp Rated VFD, \$ <u>Seventeen Thousand Two Hundred</u> (unit price in words) <u>Twenty five</u>	\$ <u>17,225</u>	\$ <u>17,225</u>
5.	1 LS	Tacoma Point Pump #6 – 200hp Rated VFD, \$ <u>Twenty One Thousand Six Hundred</u> (unit price in words) <u>Eighty seven</u>	\$ <u>21,687</u>	\$ <u>21,687</u>
		<b>Subtotal (Items 1 – 5 )</b>		\$ 88,390.00
		<b>Washington State Sales Tax (9.3%)</b>		\$ 8,220.27
		<b>Total Cost - Contractor Price Quote</b>		\$ 96,610.27

3-03 Field Testing included in the price of the VFDs

3-04 Training included in the price of the VFDs  
Training to be held at single location

**Customer Bill of Material**

**1 Adjustable Frequency Drives**

Catalog Number: CFX12514AAK2\*LWSBSE\*,  
CFX Series, 480VAC Volts, 125 HP FLA: 156 IL, Enclosure: CFX NEMA Type 1,  
Low Overload (IL), Standard Software,

**GLOBAL LIST OF MATERIAL**

- 1 (CFX12514AA) CFX 125HP 480V IL NEMA Type 1
- 1 Speed Pot with HOA Switch
- 9 Standard Control Relay (D2)
- 3 On-Delay Timer Relay
- 4 Miscellaneous Push-To-Test Light 22mm
- 1 Ground Bus Bar

**\*Engineering Modifications May or May Not be Indicated on the Listed Drawings.\***

**Drawings Numbers:**

CFX OUTLINE DIMENSION SIZE 7 - 100-009017-0075  
CFX Technical Data and Specifications - TB04007002E

**Designations: Victor Fls P1**

**Customer Bill of Material**

2 Adjustable Frequency Drives

Catalog Number: CFX15014AAK2\*LWSBSE\*,  
CFX Series, 480VAC Volts, 150 HP FLA: 180 IL, Enclosure: CFX NEMA Type 1,  
Low Overload (IL), Standard Software,

**GLOBAL LIST OF MATERIAL**

- 1 (CFX15014AA) CFX 150HP 480V IL NEMA Type 1
- 1 Speed Pot with HOA Switch
- 9 Standard Control Relay (D2)
- 3 On-Delay Timer Relay
- 4 Miscellaneous Push-To-Test Light 22mm
- 1 Ground Bus Bar

**\*Engineering Modifications May or May Not be Indicated on the Listed Drawings.\***

**Drawings Numbers:**

CFX OUTLINE DIMENSION SIZE 7 - 100-009017-0075

CFX Technical Data and Specifications - TB04007002E

**Designations:** Victor Fls P2, Grainger P2

Neg# SE540809C101 Alt# 0001

08/10/11  
10:32:18

**Customer Bill of Material**

**1 Adjustable Frequency Drives**

Catalog Number: CFX15014AAK2\*LWSBSE\*,  
CFX Series, 480VAC Volts, 150 HP FLA: 180 IL, Enclosure: CFX NEMA Type 1,  
Low Overload (IL), Standard Software,

**GLOBAL LIST OF MATERIAL**

1 (CFX15014AA) CFX 150HP 480V IL NEMA Type 1  
1 Speed Pot with HOA Switch  
8 Standard Control Relay (D2)  
4 On-Delay Timer Relay  
4 Miscellaneous Push-To-Test Light 22mm  
1 Ground Bus Bar

**\*Engineering Modifications May or May Not be Indicated on the Listed Drawings.\***

**Drawings Numbers:**

CFX OUTLINE DIMENSION SIZE 7 - 100-009017-0075

CFX Technical Data and Specifications - TB04007002E

**Designations: Tacoma PW 4**

**Customer Bill of Material**

**1 Adjustable Frequency Drives**

Catalog Number: CFX20014AAK2\*LWSBSE\*,  
CFX Series, 480VAC Volts, 200 HP FLA: 240 IL, Enclosure: CFX NEMA Type 1,  
Low Overload (IL), Standard Software,

**GLOBAL LIST OF MATERIAL**

1 (CFX20014AA) CFX 200HP 480V IL NEMA Type 1  
1 Speed Pot with HOA Switch  
8 Standard Control Relay (D2)  
4 On-Delay Timer Relay  
4 Miscellaneous Push-To-Test Light 22mm  
1 Ground Bus Bar

\*Engineering Modifications May or May Not be Indicated on the Listed Drawings.\*

**Drawings Numbers:**

CFX OUTLINE DIMENSION SIZE 8 - 100-009008-0065

CFX Technical Data and Specifications - TB04007002E

Designations: Tacoma PW 6

**All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.**

# 36.6 Adjustable Frequency Drives

## CFX9000 Drives

36

### Features and Benefits

New CFX9000 Integrated Filter Clean Power Drive features include (at 480V):

- UL Type 1, UL Type 12, UL Type 3R and NEMA 12 with gaskets and filters
- Input voltage: 480V, 230V, 575V
- Complete range of control, network and power options

- Horsepower range:
  - 480V, 7-1/2–400 hp I<sub>L</sub>
  - 230V, 7-1/2–100 hp I<sub>L</sub>; consult factory for details
  - 575V, 15–400 hp I<sub>L</sub>; consult factory for details

- Single enclosure for both drive and filter reduces field wiring and enables convenient bypass installation
- Packaged solution ensures optimal coordination of drive and filter

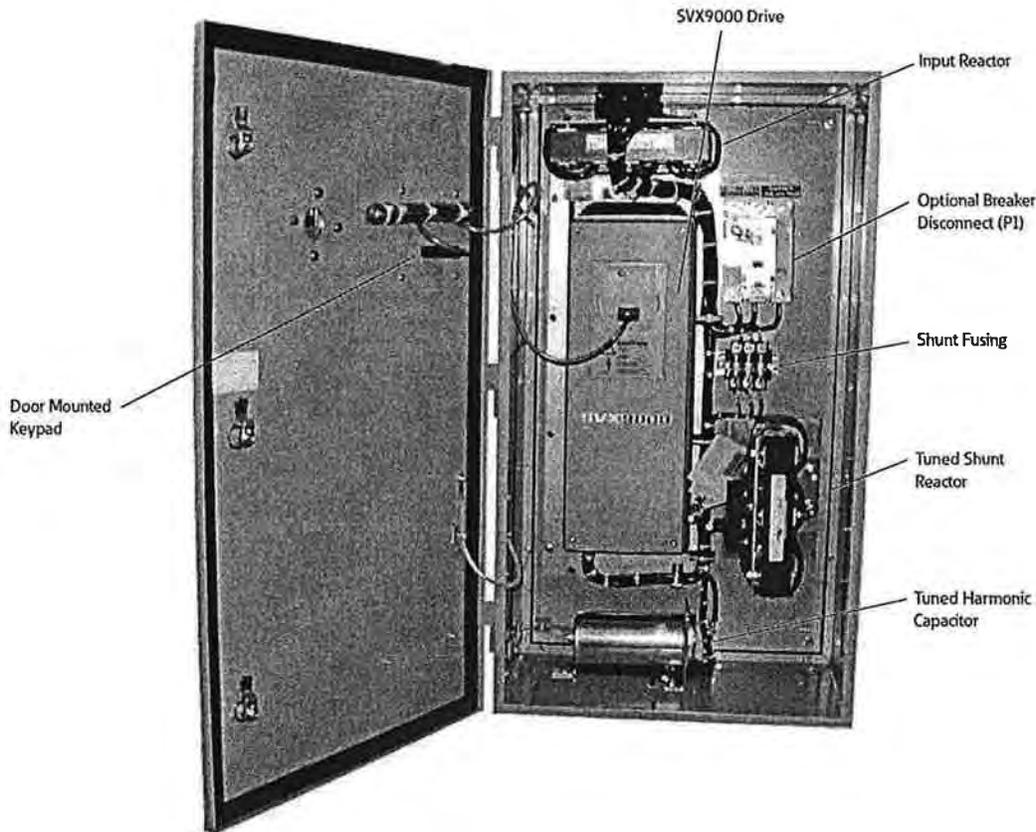
### Standards and Certifications

- UL
- cUL
- 508C



### Product Identification

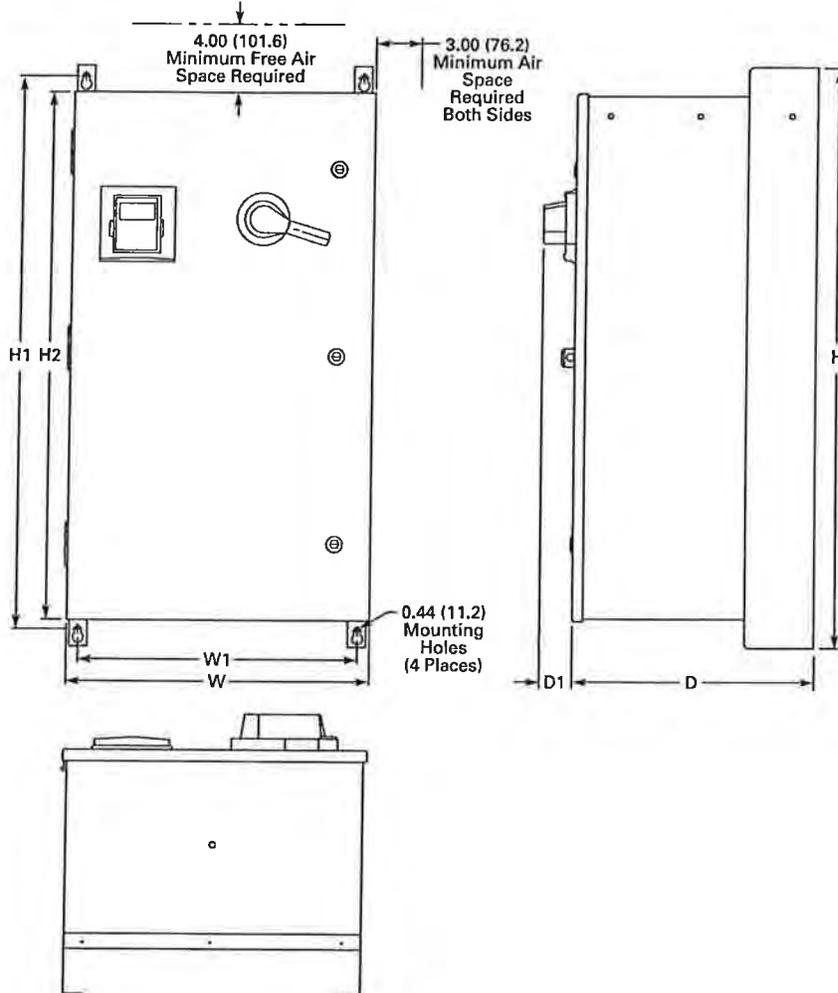
CFX9000 Drive—UL Type 12, 40 hp



**Dimensions**

Approximate Dimensions in Inches (mm)

Enclosure Size B—UL Type 12



H	H1	H2	W	W1	D	D1	Approximate Weight Lbs (kg)	Approximate Shipping Weight Lbs (kg)
40.00 (1016.0)	38.00 (965.2)	36.35 (923.3)	20.92 (531.4)	19.30 (490.2)	16.76 (425.7)	2.34 (59.4)	185 (84)	229 (104)

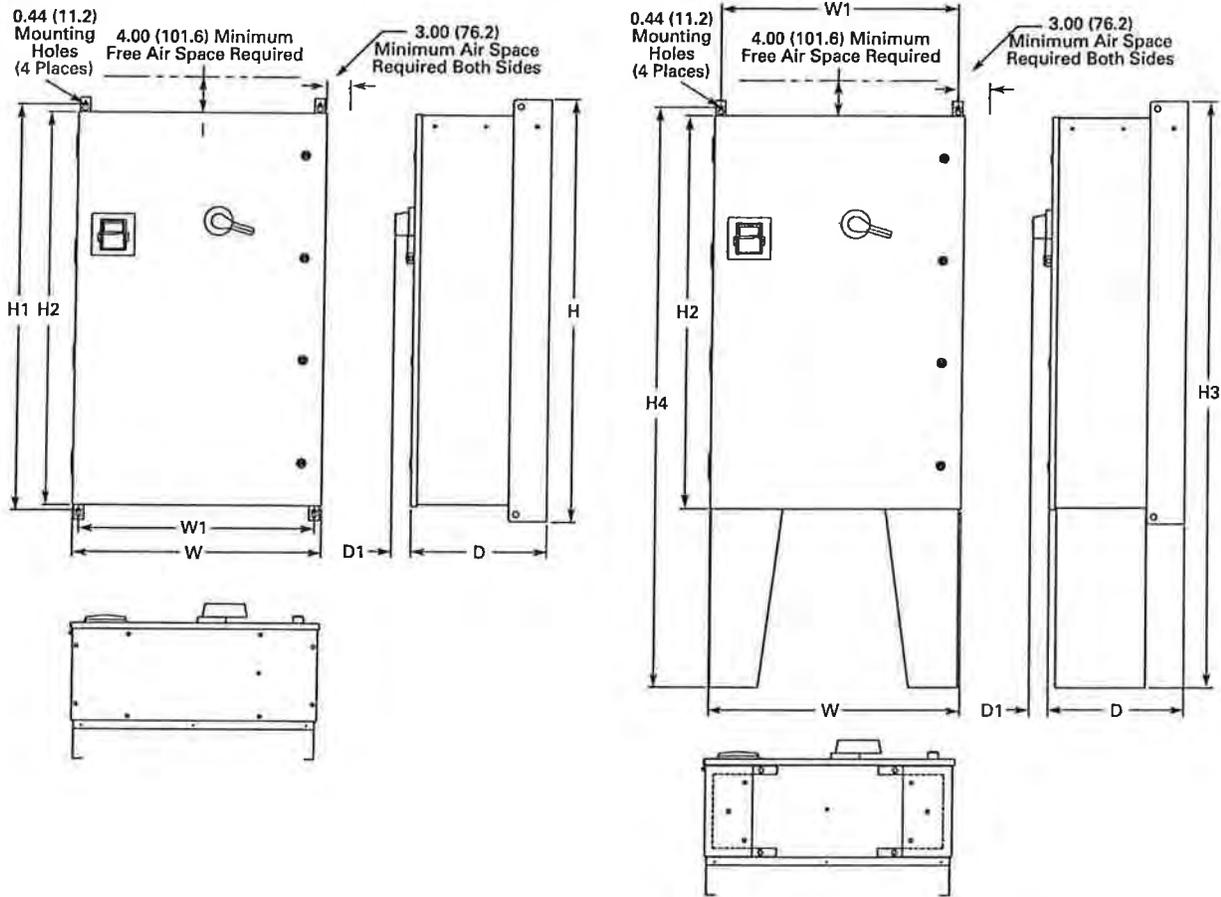
# 36.6 Adjustable Frequency Drives

## CFX9000 Drives

Approximate Dimensions in Inches (mm)

### Enclosure Size C—UL Type 12

36



H	H1	H2	H3	H4	W	W1	D	D1	Approximate Weight Lbs (kg)	Approximate Shipping Weight Lbs (kg)
52.00 (1320.8)	50.00 (1270.0)	48.35 (1228.1)	72.00 (1828.8)	71.19 (1808.2)	30.92 (785.4)	29.30 (744.2)	16.78 (426.2)	2.34 (59.4)	320 (145)	435 (197)

# VFD INSTALLATION PROJECT - VFD PURCHASE

## Tabulation of Quotes Received

Date: August 12, 2011

Bid	SCHEDULE OF PRICES			Engineers Estimate		Wesco Cascade Controls		Motor & Controls Corp		GE Energy		Coast Electric Company	
No.	Units	Description	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	LS	Victor Fall Pump #1 125hp Rated VFD	1	\$ 20,000.00	\$ 18,000.00	\$15,028.00	\$ 15,028.00		\$ -		\$ -	\$20,603.00	\$ 20,603.00
2	LS	Victor Fall Pump #2 150hp Rated VFD	1	\$ 22,000.00	\$ 20,000.00	\$17,225.00	\$ 17,225.00		\$ -		\$ -	\$22,265.00	\$ 22,265.00
3	LS	Grainger Sprngs Pump #2 150hp Rated VFD	1	\$ 22,000.00	\$ 20,000.00	\$17,225.00	\$ 17,225.00		\$ -		\$ -	\$22,265.00	\$ 22,265.00
4	LS	Tacoma Pt Pump #4 150hp Rated VFD	1	\$ 22,000.00	\$ 20,000.00	\$17,225.00	\$ 17,225.00		\$ -		\$ -	\$22,265.00	\$ 22,265.00
5	LS	Tacoma Pt Pump #6 200hp Rated VFD	1	\$ 25,000.00	\$ 23,000.00	\$21,687.00	\$ 21,687.00		\$ -		\$ -	\$25,119.00	\$ 25,119.00
Construction Cost: .....					\$ 101,000.00	\$ 88,390.00		\$ 96,490.00		\$ 127,500.00		\$ 112,517.00	
WSST @ 9.3%.....					\$9,393.00	\$8,220.27				\$11,857.50		\$10,464.08	
Total Cost - Including WSST.....					\$ 110,393.00	\$ 96,610.27		\$ 96,490.00		\$ 139,357.50		\$ 122,981.08	

Low Quote  
 Incomplete quote

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

<b>Department/Staff Contact:</b> PW / Doug Budzynski	<b>Meeting/Workshop Date:</b> 16 August 2011	<b>Agenda Bill Number:</b> AB11-96
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2144	<b>Councilmember Sponsor:</b> James Rackley

**Agenda Subject:** Award Construction Contract to Northwest Concrete Waterproofing (NWCW) for Sewer Manhole Rehabilitation.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve Award Of A Contract To Ncw For Sewer Manhole Rehabilitation.

**Administrative Recommendation:** Approve

**Background Summary:** Utility manholes city-wide have various deficiencies including structural, I&I, safety, and cleanliness. Repairs and improvements to these manholes have been identified and this recurring CIP contract will, over several years, correct these deficiencies. The first contract will repair man holes on Inlet Island. This project will also use a new format of construction contract with Indefinite Delivery Quantities (IDQ). Quotes were solicited with the low bid slightly higher then the 2011 remaining budget for this contract. Using IDQ procedures, work orders will be issued for each manhole until available funding is used up, but not exceeded. If additional O&M funding is identified by the end of the fiscal year, more work orders can be issued to reduce the backlog of deficiencies. The City received 3 quotes with Northwest Concrete Waterproofing LLC delivering the lowest quote of \$157,829.20.

**Attachments:** Resolution, Contract, Map

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$156,000	\$150,654	\$157,829.20	-\$7,175.20
<b>Budget Explanation:</b> 402.000.035.535.50.48.05 - Sewer Manhole Repair, re-occurring budget item			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Community Development Date: 16 August 2011	<b>Approvals:</b> Chair/Councilmember James Rackley Councilmember Randy McKibbin Councilmember Donn Lewis	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;"><b>Yes</b></td> <td style="text-align: left;"><b>No</b></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Yes</b>	<b>No</b>										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
	Forward to:	<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): August 23, 2011	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b> Dan Grigsby	<b>Mayor:</b> Neil Johnson	<b>Date Reviewed by City Attorney:</b>

**RESOLUTION NO. 2144**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING AWARDING THE  
CONTRACT WITH NORTHWEST CONCRETE WATERPROOFING FOR THE  
SEWER MANHOLE REHABILITATION SERVICES.**

**Whereas**, the City has adopted the budget for the fiscal year of 2011 providing funding for manhole repair; and

**Whereas**, the City has identified several manholes with ground water infiltration and interception problems; and

**Whereas**, the City of Bonney Lake solicited Invitations to Quote for the Sewer Manhole Rehabilitation Services; and

**Whereas**, the City received 3 Quotes for the Sewer Manhole Rehabilitation Services effort and has selected to award Northwest Concrete Waterproofing in the amount of \$157,829.20; 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 Northwest Concrete Waterproofing, LLC in the amount of \$157,829.20.

**PASSED** by the City Council this 23th day of August, 2011.

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Neil Johnson Jr., Mayor

ATTEST:

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Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

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James Dionne, City Attorney

**CITY OF BONNEY LAKE SYSTEM MAINTENANCE/REPAIR CONTRACT**

Contract Title: Sewer Manhole Rehabilitation Services,

THIS CONTRACT is entered into the date last below written between the CITY OF BONNEY LAKE, WASHINGTON ("City") AND NVCW, LLC, ("Contractor").

**1. WORK BY CONTRACTOR**

The Contractor shall perform Sewer Manhole Rehabilitation Services as outlined in Attachment A (Work Plan for the year beginning [date] and ending [date]). The number of items on the Work Plan performed shall depend upon the total budgeted amount referenced in Section 3 below. Prior to the Contractor commencing Work on any individual manhole, the City shall issue a Work Authorization specifying a detailed scope, compensation, and completion date. The Contractor shall execute the Work upon receipt of Work Authorizations and as directed by the City.

While the Contract is in effect, the City shall enter into no other contracts for the Work. However, the City reserves the right to use City crews, in lieu of the Contractor, to perform any individual Work Authorizations.

**2. TERM OF CONTRACT**

All work under this Contract is to be completed as indicated (check one):

- All work under this Contract is to be completed by this date: \_\_\_\_\_.
- All work under this Contract is to be completed \_\_\_\_\_ days from the Notice to Proceed. No work is to be performed prior to written Notice to Proceed by the City.
- The performance period under this Contract commences 7 calendar days after contract award and ends 365 calendar days after contract award (hereinafter the "Contract Year").

This Contract may be extended by mutual agreement of the Parties for one or two additional annual option periods.

Each Work Authorization (Exhibit C) shall establish a time for completion of the Work referenced therein.

**3. PAYMENT**

A. The City shall pay the Contractor for the work performed under this contract (check one):

- Time and material, not to exceed: \$ \_\_\_\_\_  
(at the unit prices set forth in the Contractor's quote, incorporated herein as attachment B)
- Time and actual expenses incurred, not to exceed: \$ \_\_\_\_\_
- Compensation for individual manholes as set forth in the Work Authorizations, not to exceed the Contractor's quote of Scheduled Prices (Exhibit B) or a total of \$156,000 each year for all work, unless the City, in its sole discretion, raised the amount budgeted for manhole repairs. If the Contract is extended for one or more annual option periods, the \$156,000 cap may be adjusted according to the City's annual Work Plan and budget.
- Firm Fixed Price set forth in Contractor bid or quote in the amount of: \$ \_\_\_\_\_

In the course of determining whether to extend the Contract for one or more annual option periods, the Contractor may provide the City with revised unit cost estimates. The City reserves the right to negotiate these costs and if no agreement may be reached, decline to extend the Contract.

The Contractor shall do all work and furnish all tools, materials, and equipment, in accordance with and as described in the Attachment "A".

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof; except as are mentioned in the specifications to be furnished by the City.

B. The Contractor shall maintain time and expense records, which may be requested by the City. The Contractor shall submit invoices to the City for payment for work performed. Invoices shall be submitted as Work is completed but no more frequently than once per month. Costs for more than one Work item may be included on a single invoice, but invoices must clearly identify costs associated with each item of Work. All invoices must reference the City's contract number. Invoices shall be in a format acceptable to the City.

C. The City shall pay all invoices from the Contractor within approximately thirty (30) days of receipt of a properly completed invoice.

D. All records and accounts pertaining to this Contract are to be kept available for inspections by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.

E. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of this Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents.

#### **4. RESPONSIBILITY OF CONTRACTOR**

A. Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.

B. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

C. **Warranty.** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims which may be made against the City as a result of any defective work and the Contractor shall defend any such claims at its own expense. Where materials or procedures are not specified in the Contract Document, the City will rely on the professional judgment of the Contractor to make appropriate selections.

D. **Nondiscrimination/Affirmative Action.** Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting forth the provisions of the nondiscrimination clause.

E. **Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.

## **5. COMPLIANCE WITH LAWS**

The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of this paragraph shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

## **6. TERMINATION OF CONTRACT**

A. This Contract shall terminate at the close of the Contract year, unless extended by mutual agreement of the Parties.

B. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor, upon the occurrence of any one or more of the events hereafter specified.

1. The Contractor makes a general assignment for the benefit of its creditors.
2. A receiver is appointed as a result of the insolvency of the Contractor.
3. The Contractor persistently or repeatedly refuses or fails to complete Work Authorizations in a timely manner.
4. Contractor fails to make prompt payment to subcontractors for material or labor.
5. Contractor persistently disregards federal, state or local regulations and ordinances.
6. Contractor persistently disregards instructions of the Contract Administrator, or otherwise substantially violates the terms of this Contract.
7. The City determines that sufficient operating funds are not available to fund completion of the work contracted for.

C. In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Exhibit "A" is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

#### **7. OWNERSHIP OF DOCUMENTS**

A. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request.

B. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

#### **8. CLAIMS**

Any claim against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

#### **9. GENERAL ADMINISTRATION AND MANAGEMENT**

The Director of the Public Works Department or his/her designee shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

#### **10. HOLD HARMLESS**

A. The Contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the City obtains any judgment or award, and/or incurs any cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City. The City agrees that its obligations under this

subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the Contractor obtains any judgment or award, and/or incurs any cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.

### **11. INSURANCE**

The Contractor shall maintain insurance as set forth in Exhibit D.

### **12. PREVAILING WAGE**

This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal funds, Federal wages laws and regulations shall also be applicable. **NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE** as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is made a part of this contract as though fully set forth herein (Exhibit E).

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor and Industries.

It is the Contractor's responsibility to obtain and file the "Statement of Intent to pay Prevailing Wage". If the Parties mutually agree to extend the Contract for one or more annual option periods, the Contractor shall submit a "Statement of Intent to pay Prevailing Wage" prior to the commencement of each annual option period. The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. At the conclusion of the Contract Year, and at the conclusion of any annual option periods, the Contractor shall submit an "Affidavit of Wages Paid".

In case any dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his decision shall be final, conclusive, and binding on all parties involved in the dispute.

### **13. PERFORMANCE BOND**

The Contractor shall furnish a performance bond in a form acceptable to the City guaranteeing performance of the Work and payment of all subcontractors and suppliers.

### **14. INTERPRETATION AND VENUE**

This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Pierce County, Washington.

#### **14. BRANDS OR EQUAL**

When a special "brand or equal" is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Contractor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

#### **15. INSPECTION AND REJECTION**

All goods, services, work, or materials purchased herein are subject inspection and to approval by the City. Any rejection of goods, services, work, or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the City or returned, will be at Contractor's risk and expense.

#### **16. SUBLETTING OR ASSIGNING OF CONTRACTS**

Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interest accruing from this Contract without the express prior written consent of the other.

#### **17. INDEPENDENT CONTRACTOR**

The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City.

#### **18. RETAINAGE**

Notwithstanding any other provision of this Contract, in accordance with Ch. 60.28 RCW, the City shall retain from the monies earned by Contractor hereunder, five percent as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or material man who shall perform any labor or furnish any supplies related to the Project, and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from Contractor. Said retainage shall be reserved in a City fund until the conclusion of the Contract Year, or the conclusion of any optional annual extensions. At the conclusion of each year the Contract is in effect, the City shall reconcile the retainage account and release any amount of retainage eligible for release under Ch. 60.28 RCW. Retainage shall not be released to Contractor until the City has received certification from the Washington State Department of Revenue that all taxes, increases and penalties due from Contractor, and all taxes due and to become due with respect to the Project, have been paid in full or are readily collectible without recourse to the state's lien on the retainage, and until the requirements of section 10(C) have been satisfied

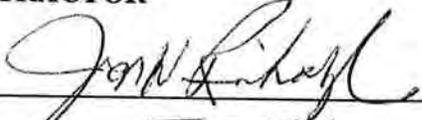
#### **19. EXTENT OF CONTRACT/MODIFICATION**

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract as of \_\_\_\_\_, 2011.

**CONTRACTOR**

By:   
 Printed Name: JON RICKABAUGH  
 Title: MANAGING MEMBER  
 Address: P.O. Box 908  
 City: SPANAWAY, NA. 98387  
 UBI #: 602813492  
 Phone Number: 253-210-5098

**CITY OF BONNEY LAKE**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

- EXHIBIT A Scope of Work
- EXHIBIT B Contractor's Schedule of Prices
- EXHIBIT C Work Authorization
- EXHIBIT D Insurance
- EXHIBIT E Prevailing Wages

Sewer Manhole Rehab 2011



- Tax Parcels
- Sewer Main Lines
- Manholes
- Roads



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. 2011/08/11

# Sewer Manhole Rehabilitation Services

Date: August 10, 2011

Bid		SCHEDULE OF PRICES			Engineers Estimate		NWCW LLC		Realm, Inc		Long Painting	
No.	Units	Description	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	LS	Mobilization	1		\$ -	\$5,400.00	\$ 5,400.00	\$11,000.00	\$ 11,000.00	\$15,000.00	\$ 15,000.00	
2	Hr	Traffic Control	120		\$ -	\$65.00	\$ 7,800.00	\$63.00	\$ 7,560.00	\$90.00	\$ 10,800.00	
3	VF	Manhole Cleaning and Lining	300		\$ -	\$100.00	\$ 30,000.00	\$85.00	\$ 25,500.00	\$175.00	\$ 52,500.00	
4	VF	Lining of Manholes	300		\$ -	\$145.00	\$ 43,500.00	\$180.00	\$ 54,000.00	\$200.00	\$ 60,000.00	
5	EA	Removal of Manhole Steps	60		\$ -	\$45.00	\$ 2,700.00	\$55.00	\$ 3,300.00	\$150.00	\$ 9,000.00	
6	EA	Adjustment/Replacement of Existing Manholes	40		\$ -	\$375.00	\$ 15,000.00	\$2,360.00	\$ 94,400.00	\$640.00	\$ 25,600.00	
7	CY	Installation/Replacement of Manhole Bench	10		\$ -	\$1,950.00	\$ 19,500.00	\$375.00	\$ 3,750.00	\$2,541.00	\$ 25,410.00	
8	EA	Reseal inflow/outflow pipes	50		\$ -	\$175.00	\$ 8,750.00	\$220.00	\$ 11,000.00	\$265.00	\$ 13,250.00	
9	EA	Chemically Seal Manhole Infiltration Pts	50		\$ -	\$235.00	\$ 11,750.00	\$220.00	\$ 11,000.00	\$800.00	\$ 40,000.00	
Construction Cost: .....					\$ -		\$ 144,400.00		\$ 221,510.00		\$ 251,560.00	
WSST @ 9.3%.....							\$13,429.20		\$20,600.43		\$23,395.08	
Total Cost - Including WSST.....					\$ -		\$ 157,829.20		\$ 242,110.43		\$ 274,955.08	

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

<b>Department/Staff Contact:</b> Community Development / John P. Vodopich, AICP	<b>Meeting/Workshop Date:</b> 23 August 2011	<b>Agenda Bill Number:</b> AB11-101
<b>Agenda Item Type:</b> Ordinance	<b>Ordinance/Resolution Number:</b> D11-101	<b>Councilmember Sponsor:</b> Administration

**Agenda Subject:** A Ordinance amending Chapter 13.12 of the BLMC

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 13.12 BLMC.

**Administrative Recommendation:** Approve

**Background Summary:** This amendment would exempt tenant improvements which are accessory to the primary use of the structure, less than two thousand (2,000) square feet in size, and have a occupancy load of less than fifty (50) occupants from having to pay sewer system development charges.  
**Attachments:** Ordinance D11-101

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b>			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	<i>Approvals:</i>	<b>Yes</b>	<b>No</b>
Date:	Chair/Councilmember NAME	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember NAME	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember NAME	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	<b>Consent</b>		
	<b>Agenda:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s): August 16, 2011	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b> <i>John P. Vodopich, AICP</i>	<b>Mayor:</b> <i>August 16, 2011</i>	<b>Date Reviewed by City Attorney:</b> (if applicable):

**ORDINANCE NO. D11-101**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 13.12 BLMC.**

WHEREAS, the City wishes to allow for the ability to develop accessory tenant improvements that have little impact on the City sewage system.

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

Section 1. BLMC 13.12.105 Calculation of nonresidential sewer connection charges is hereby amended to read as follows:

D. Nonresidential Connections – Tenant Improvement.

1. Sewer system development charges for all new tenant improvements shall be the calculated residential equivalents based on the residential equivalent value listed on Schedule A. If a former tenant or building owner paid an SDC for the space a new tenant is occupying, the new tenant shall be charged that portion of the SDC which reflects the increased use over the previous tenant, based upon the business types of the new and previous tenant found in Schedule A.

2. Sewer system development charges shall not be charged for tenant improvements which are accessory to the primary use of the structure, less than two thousand (2,000) square feet in size, and have a occupancy load of less than fifty (50) occupants.

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

Section 3. This Ordinance shall take effect thirty (30) days after its passage, 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 23<sup>rd</sup> day of August, 2011.

\_\_\_\_\_  
Neil Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James J. Dionne, City Attorney

Passed:

Valid:

Published:

Effective date:

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

<b>Department/Staff Contact:</b> Admin Srvc / Edvalson	<b>Meeting/Workshop Date:</b> 23 August 2011	<b>Agenda Bill Number:</b> AB11-102
<b>Agenda Item Type:</b> Ordinance	<b>Ordinance/Resolution Number:</b> D11-102	<b>Councilmember Sponsor:</b>

**Agenda Subject:**

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting A Temporary Zoning Moratorium On The Establishment, Maintenance Or Continuation Of Medical Marijuana Collective Gardens.

**Administrative Recommendation:** None.

**Background Summary:** Recently adopted state law failed to clarify the legality of medical marijuana collective gardens. With no case law to assist with the interpretation of the new law, some cities have adopted moratoria to give them time to study the issues. Others have taken the approach that the collective gardens are simply illegal under federal law. The City Council majority indicated at the August 16, 2011 Council Workshop their desire to consider an ordinance adopting a moratorium on the development of medical marijuana collective gardens, particularly on public property. Attached is a proposed ordinance from the City Attorney's Office.

**Attachments:** Ordinance D11-102

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b>			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	<i>Approvals:</i>		<b>Yes No</b>
Date:	Chair/Councilmember		<input type="checkbox"/> <input type="checkbox"/>
	Councilmember		<input type="checkbox"/> <input type="checkbox"/>
	Councilmember		<input type="checkbox"/> <input type="checkbox"/>
Forward to:	<b>Consent Agenda:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>			
Workshop Date(s):	8/16/11	Public Hearing Date(s):	
Meeting Date(s):	8/23/11	Tabled to Date:	

<b>APPROVALS</b>		
<b>Director:</b> <i>HTE</i>	<b>Mayor:</b> <i>NJ</i>	<b>Date Reviewed by City Attorney:</b> 8/18/2011 (if applicable):

**ORDINANCE NO. D11-102**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADOPTING A TEMPORARY ZONING MORATORIUM ON THE ESTABLISHMENT, MAINTENANCE OR CONTINUATION OF MEDICAL MARIJUANA COLLECTIVE GARDENS.**

WHEREAS, the cultivation, possession or distribution of marijuana has been and continues to be in violation of federal and state laws; and

WHEREAS, in 1998 the voters of Washington State approved Initiative 692, codified as Chapter 69.51A RCW, creating a limited defense to state marijuana charges for qualifying patients and designated providers of medical marijuana; and

WHEREAS, in 2011, the Legislature adopted E2SSB 5073, purporting to authorize medical marijuana dispensaries and collective gardens; and

WHEREAS, the Governor vetoed significant portions of E2SSB 5073, including those pertaining to purported legalization of dispensaries, but leaving intact provisions purporting to authorize collective gardens; and

WHEREAS, it appears to the Council that establishment of collective gardens would violate federal law, notwithstanding E2SSB 5073;

WHEREAS, the Council notes E2SSB 5073's definitions related to medical marijuana collective gardens, and further notes that said law imposes no limits regarding the number of such gardens that may be located at any particular site, nor any other restriction as to where such gardens may be located, including in relation to other uses; and

WHEREAS, medical marijuana collective gardens are not presently addressed in the Bonney Lake zoning code, and E2SSB 5073 authorizes adoption of zoning regulations regarding such gardens; and

WHEREAS, unless a zoning moratorium is imposed, medical marijuana collective gardens may be located within the City while the City lacks the necessary tools to ensure that the location of collective gardens is appropriate, and to ensure that potential secondary impacts of such gardens are minimized and mitigated, and prior to the City having the opportunity to analyze whether such gardens are permitted under federal law; and

WHEREAS, the Council deems it to be in the public interest to establish a zoning moratorium pending consideration of land use regulations to address medical marijuana collective gardens; and

WHEREAS, under RCW 35A.63.220 and RCW 36.70A.390, a public hearing must be held within 60 days of the passage of this Ordinance;

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

**Section 1.** The recitals set forth above are hereby adopted as the Bonney Lake City Council's preliminary findings in support of the moratorium imposed by this Ordinance. The Council may, in its discretion, adopt additional findings following the public hearing referenced in Section 4 below.

**Section 2.** Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, a zoning moratorium is hereby enacted in the City of Bonney Lake prohibiting the licensing, establishment, maintenance or continuation of any medical marijuana collective garden. A “medical marijuana collective garden” is an area or garden where qualifying patients engage in the production, processing, transporting and delivery of marijuana for medical use as set forth in E2SSB 5073 and subject to the limitations therein.

**Section 3.** Medical marijuana collective gardens as defined in Section 2 and E2SSB 5073 are hereby designated as prohibited uses in the City of Bonney Lake. In accordance with the provisions of RCW 35A.82.020 and Chapter 5.08 BLMC, no business license shall be issued to any person for a medical marijuana collective garden, which use is hereby defined to be a prohibited use under the ordinances of the City of Bonney Lake.

**Section 4.** As provided in RCW 35A.63.220 and RCW 36.70A.390, the City Council sets a public hearing for \_\_\_\_\_, 2011, which begins at \_\_\_\_\_ p.m. or as soon thereafter as the business of the City Council shall permit in order to take public testimony and to consider adopting further findings justifying the imposition of the moratorium set forth in Section 2 above.

**Section 5.** The moratorium set forth in this Ordinance shall be in effect for a period of six months from the date this Ordinance takes effect and shall automatically expire on that date unless extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the Bonney Lake City Council.

**Section 6.** The Mayor and/or City Administrator are hereby authorized and directed to develop draft regulations regarding collective gardens. The regulations shall be referred to the Planning Commission for review and recommendation for inclusion in the City’s zoning code.

**Section 7.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance, or the application of the provision to other persons or circumstances, shall not be affected.

**Section 8.** This Ordinance concerning powers vested solely in the Council, it is not subject to referendum, and shall take effect five (5) days after its passage, approval and publication as required by law.

**PASSED by the City Council and approved by the Mayor this 23rd day of August, 2011.**

\_\_\_\_\_  
Neil Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James J. Dionne, City Attorney

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

<b>Department/Staff Contact:</b> Admin Srvc / Edvalson	<b>Meeting/Workshop Date:</b> 23 August 2011	<b>Agenda Bill Number:</b> AB11-104
<b>Agenda Item Type:</b> Motion	<b>Ordinance/Resolution Number:</b>	<b>Councilmember Sponsor:</b> Deputy Mayor Swatman

**Agenda Subject:** Setting a Special Joint Council/Planning Commission Meeting

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Joint Special Meeting Of The City Council And Planning Commission For August 30, 2011 At 5:30 P.M .

**Administrative Recommendation:** None.

**Background Summary:** The meeting will be used to discuss the Commission workplan and other topics of mutual interest.  
  
**Attachments:** None.

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b>			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	<i>Approvals:</i>		<b>Yes No</b>
Date:	Chair/Councilmember NAME		<input type="checkbox"/> <input type="checkbox"/>
	Councilmember NAME		<input type="checkbox"/> <input type="checkbox"/>
	Councilmember NAME		<input type="checkbox"/> <input type="checkbox"/>
Forward to:	<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 08/23/11	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b> <i>HTE</i>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b> (if applicable):

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