

CITY COUNCIL MEETING

**April 8, 2014
7:00 P.M.**

AGENDA



“Where Dreams Can Soar”

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

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

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

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

A. Flag Salute

B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:

a. **AB14-54** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor’s Reappointment Of Park Board Members Randi Reisenberg (Position 2) And Chauntelle Hellner (Position 3) For Three-Year Terms Ending April 6, 2017.

3. Presentations: None.

D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

Citizens are encouraged to attend and participate at all Council Meetings. You may address the Mayor and City Council on matters of City business, or over which the City has authority, for up to 5 minutes. Sign-up is not required. When recognized by the Mayor, please state your name and address for the official record. Designated representatives recognized by the chair who are speaking on behalf of a group may have a total of 10 minutes to speak. Each citizen is allowed to speak only once during Citizen Comments.

C. Correspondence

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee

B. Community Development Committee

C. Economic Development Committee

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D. Public Safety Committee

E. 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:** March 18, 2014 Council Workshop and March 25, 2014 Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #68316-68362 (including wire transfer #'s 20140318) in the amount of \$285,440.62.
Accounts Payable wire transfer #2014031701 in the amount of \$35,563.92.
Accounts Payable checks/vouchers #68363-68387 in the amount of \$55,179.15.
Accounts Payable checks/vouchers #68388-68400 for utility refunds in the amount of \$1,144.87.
- C. **Approval of Payroll:** Payroll for March 16th – 31st, 2014 for checks #31698-31723 including Direct Deposits and Electronic Transfers is \$ 735,002.85.
- p. 19 D. **AB14-38 Ordinance D14-38** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Title 15 Of The Bonney Lake Municipal Code, Relating To Building Permit Fee Calculations.
- p. 27 E. **AB14-34 – Resolution 2364** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Hold Harmless Agreement With The Swiss Sportsmen’s Club Of Tacoma For The Use Of Their Firearms Training Facility.
- p. 33 F. **AB14-39 – Resolution 2366** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding A Professional Services Agreement With Utility Services Associates, LLC For The 2014 Leak Detection Program.
- p. 51 G. **AB14-40 – Resolution 2367** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Hemminger Subdivision Final Plat.
- p. 77 H. **AB14-42 – Resolution 2369** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Local Agency Agreement With WSDOT For The Fennel Creek Trail Phase 2 Design Grant.
- p. 89 I. **AB14-43 – Resolution 2370** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Bonney Lake Community Resources For Operation Of The Concession Stand At Allan Yorke Park
- p. 103 J. **AB14-45 – Resolution 2372** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Lakeridge 2 Water Main Extension Contract To Archer Construction Incorporated.
- p. 111 K. **AB14-50 – Resolution 2375** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Parametrix

Engineering For The Construction Staking Of The Lakeridge 2 Water Main Extension Project.

- p. 129 L. **AB14-46 – Resolution 2373** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Accept 26 APX 7000 Radios From The Department Of Emergency Management As Part Of The Department Of Homeland Security Equipment Program FY2009 PSGP.
- p. 137 M. **AB14-47 – Resolution 2374** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor Accept 29 Refurbished AED’s From East Pierce Fire And Rescue As Part Of A 2014 Heart Rescue Program Community Grant.
- p. 145 N. **AB14-48** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Canceling The Regular Council Workshops And Community Development Committee Meetings Of June 17, 2014 And August 5, 2014.

V. FINANCE COMMITTEE ISSUES:

- p. 147 A. **AB14-41 – Resolution 2368** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Molly Maid Of Bonney Lake To Provide Custodial Services For City Facilities.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES: None.

IX. FULL COUNCIL ISSUES:

- p. 167 A. **AB14-49 – Ordinance D14-49** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Extending The Moratorium Enacted Under Ordinance Nos. 1468 And 1469, Prohibiting The Production, Processing, And Retail Sales Of Marijuana And Prohibiting The Granting Of Any City License Or Permit Related To Such Activities, And Establishing A Work Plan.

X. 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.

XI. ADJOURNMENT

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

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

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

Department/Staff Contact: Executive / Gary Leaf	Meeting/Workshop Date: 8 April 2014	Agenda Bill Number: AB14-54
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor:

Agenda Subject: Ratifying the Mayor's Re-appointment of Park Board Members Randi Reisenberg and Chauntelle Hellner.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying The Mayor's Re-Appointment Of Park Board Members Randi Reisenberg And Chauntelle Hellner With Terms Expiring April 6, 2017.

Administrative Recommendation: Approve

Background Summary: Mayor Johnson invites the City Council to ratify the above re-appointments of existing Park Board Members; those being reappointed are well known to the Council and have served well in their capacities.

Attachments:

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
n/a			
Budget Explanation: No budget impact.			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
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:	Consent Agenda:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): April 8, 2014	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: N/A (if applicable):

**SPECIAL JOINT CITY
COUNCIL / PARK BOARD
AND CITY COUNCIL
WORKSHOP**

**March 18, 2014
5:30 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

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

I. CALL TO ORDER –Mayor Neil Johnson, Jr. called the workshop to order at 5:31 p.m.

II. ROLL CALL:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. Elected officials attending were Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis Councilmember Jim Rackley, and Councilmember Tom Watson.

Park Board Commissioners: Commissioner Jim Bouchard - Chair, Commissioner Chauntelle Hellner-Vice-Chair, Commissioner Jamie Trejo, , Commissioner Randi Riesenberg, Commissioner Scott Anderson, and Commissioner Todd Haueter. Commissioner Terry Reid was not in attendance.

Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, City Engineer John Woodcock, Community Development Director John Vodopich, Chief of Police Dana Powers, City Attorney Kathleen Haggard, Senior Planner Jason Sullivan, Facilities & Special Projects Manager Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist II Renee Cameron.

III. AGENDA ITEMS:

A. Discussion: AB14-33 – Joint meeting with City Council and the Park Board to discuss a work plan for the Board.

Mayor Johnson welcomed everyone and stated that the Council desire to meet annually with the Park Board (“Board”) to discuss a potential work plan for the Board.

Park Board Chair Bouchard advised that he handed out the Park Board’s 2014-2015 Biennium Work/Action Plan and stated that since the Board’s formation the Board has discussed the desires of the Administration and Council, and items that have been referred to the Board for review and recommendation. He stated the Board’s frustrations in making recommendations when the Board is unaware of the funding for some of the proposed projects. He believes that by the Council and the Board working together the City will be able to put some projects in place for the residents and community to see development of some park plans.

Mayor Johnson advised Chair Bouchard that financial funding of projects is not the Board’s concern and he and the Council will review the Board’s proposed suggestions to their submitted Work Plan. Commissioner Anderson said the Board doesn’t believe there has been clear communication from the Council in which direction the Board should be concentrating on. Councilmember Minton-Davis said she understands the Board’s concern as the Planning Commission previously had similar issues until a work plan was established.

Councilmember Rackley said his concern is getting an understanding as to what the Board's most desirable project is and would like to have the Board advise them what their priorities are. Chair Bouchard said he believes the number one priority on the Council's suggestions is funding Mid-Town and Allan Yorke Park, but believes the reason the Metropolitan Park District ("MPD") failed was because there was no definitive projects as to what the funds would be used for. Deputy Mayor Swatman said he believes the voters just did not want to spend any money and he believes that is why the MPD failed. Chair Bouchard spoke regarding funding and establishing sub-categories as to which projects will be funded and with what monies. Deputy Mayor Swatman advised that there are no dedicated funds for any specific projects. Commissioner Anderson said he would like to have some criteria for setting project priorities.

Mayor Johnson said he wants to see the joint meeting be successful and wants to see the Council and Board give more definition as to criteria and projects to review and make recommendations on. He understands some of these projects are years out before there is funding for completion, but would like the Board's recommendation, without concern where specific project funds would come from. He said he'll look to the Council to find the priorities to seek recommendations from the Board.

Councilmember Watson advised the Board Commissioners that Council are always researching and reviewing options throughout the City to resolve any small issues that may affect a project in hopes to assist with making future projects easier to succeed. Chair Bouchard said he would like to take the suggestions of the Council to assure that the Board provides a thorough recommendation. He would like to get an opinion from Council for each project on the Work Plan and what has been considered to date so that previous efforts are not duplicated and believes it would assist the Board to research the pros and cons of each suggested project. Co-Chair Hellner said the Board understands its role is to make the review and make a recommendation on a project to Council and that that it's their role. She stated that the Board is passionate about their role and recommendations, but the Board understands that once a recommendation is made to the Council that the Board has to let it go from there and it is then up to Council whether to choose to move forward with a project.

Mayor Johnson provided an update as to the status of the Park Board's recommendation regarding the disc golf proposal, which was a recommendation the Board had inquired about. Commissioner Riesenbergs asked the Mayor and Council how best to relay to the Mayor and Council their needs for further information and or making recommendations. Mayor Johnson advised that the Board can bring forward their recommendations to the Council on a quarterly basis for the Council to then review and consider the recommendations. Commissioner Anderson asked about the Council's direction as to what the Board should be considering in their recommendations and to what criteria are the Board making those decisions. Mayor Johnson reminded the Board that they make recommendations and not decisions. Councilmember Watson told the Board that when a recommendation is received by the Council he wants the Board to know the Council does consider and appreciate all the hard work the Board has put into their reviews and recommendations prior to Council making a decisions on the Board's recommendations. Councilmember Hamilton said the MPD vote brought clarity and gave direction to the City and he said with the failure of the MPD it sent the Council a message about what the voters of the City want. He suggested the Board use their work plan and talk with their neighbors and the voters and find out what want type of City projects they would propose funding, and said he wants/needs to see "buy-in" from the voters for proposed projects. Commissioner Anderson said a wish list doesn't make a lot of sense if there is no money

to make the necessary purchases for a project. Councilmember Lewis to be successful, said it will take stakeholders for sponsored events and activities to support and assist with smaller projects. He said a grant would be great for the City, however, a grant has to have an established purpose. Commissioner Haueter said he is glad to see this joint meeting occurring, however, he believes the Board's biggest concern is the miscommunication between the Council and the Board and said the Board is concerned about the funding of the projects. He understands it's not the Board's role to figure out the funding for a project, but said the Board cannot help but take funding into consideration as to whether a project is financially possible. Councilmember Hamilton said he understands Commissioner Haueter's and the Board's concerns regarding the funding aspects. Councilmember Watson said if the Board submits positive recommendations on projects then the Council can look further into funding and grant applications. Deputy Mayor Swatman spoke regarding the Moriarty property and different efforts that the Board may be able to review and make a recommendations on.

Chair Bouchard said when the City was first envisioned there was a plan. He said now there is the City's plan, the Board's plan, and an overall plan. He is concerned that if new day plans come up that the previous plans would not remain a priority. He would like to see Council take action on recommendations. Mayor Johnson advised that if Council approve of a recommendation then they will move forward, however, they cannot make a project move forward, if a proposal does not have proper funding.

Chair Bouchard asked what the next step is and suggested that the Board review and mesh their Work/Action Plan with Administration's Work Plan and then have the Board get back with the Council and their recommendation of an agreed Work Plan. Mayor Johnson agreed and said the Council will look forward to working with the Board to get an approved plan. Councilmember Minton-Davis said she understands the Board's frustrations and asked the Board to work through the review and make their recommendations. Commissioner Anderson said he appreciates Councilmember Minton-Davis' suggestions and said having an approved plan will be very beneficial to moving forward. He said consistency will keep the City from having a disarray of projects and by having consistency the City will have one large successful park plan.

Councilmember Hamilton suggested having a separate City/Park Board booth at Bonney Lake Days to allow discussion with City residents and voters solely regarding parks to gather their ideas. Councilmember Watson thanked the Board for all of their hard work and he said he looks forward to the Council and Board working together to adopt a work plan. Councilmember Lewis also thanked the Board and wanted them to know that the Council listens to the Board's meetings and read the minutes and that Council truly appreciates the passion of the Board.

Chair Bouchard said he appreciated the meeting and wants the Council to know he is passionate about the Board's work and he said, if the Council doesn't hear from him and the Board, then something is wrong. Deputy Mayor Swatman mentioned some of the projects that the Board has recommended moving forward on, and which have been very successful projects and events, and he is looking forward to seeing some Council decisions made regarding projects the Board has recommended throughout the City.

Mayor Johnson said the proposed work plans will be reviewed and merged together to develop a complete work plan. He said upon adoption of a Board work plan, the Board will report back to the Council quarterly as to the status of projects being reviewed and recommendations made.

**** End of Special Joint City Council/Park Board Meeting Workshop ****

Followed by Regular Council Workshop Items.

Mayor Johnson adjourned the Special Joint Park Board / City Council Meeting at 6:42 p.m., recessed for 10 minutes and called the City Council Workshop to order at 6:53 p.m.

B. Council Open Discussion.

Bonney Lake High School Culinary Arts Contest State Win. Councilmember Lewis said the Bonney Lake High School Culinary Team won the State ProStart Invitational on March 2nd and they will now compete at the National ProStart Invitational to be held May 3-5 in Minnesota. He said the winning teams will win full ride scholarships to culinary institutes.

Bonney Lake High School Senior Presentations. Councilmember Lewis said Bonney Lake High School will be asking Councilmembers and City staff to sit in on their Senior Presentations on May 21, 2014. He said for those interested in assisting that they can either contact him, or Administrative Services Department staff to coordinate with Bonney Lake High School.

Families First Coalition. Councilmember Lewis said he went to the White River School District's Families First Coalition at the Buckley Fire Station on February 24th, and the next meeting will be March 24th from 3:30-5:00. He said at the past meeting they discussed the bike lending program and he said the Coalition received a grant for funding to get this program off.

Fennel Creek Habitat Committee. Councilmember Lewis said the Fennel Creek Habitat Committee will meet on April 10th, May 8th and June 12th at the Bonney Lake Library from 6-9 p.m. He advised that Marian Betzer is no longer the Chair of the Committee, and they are seeking a new Chair with as much passion as Marian Betzer has shown.

Job Fair. Councilmember Lewis thanked Councilmember McKibbin for assisting him with the April 15, 2014 Job Fair flyer notification. Councilmember McKibbin also thanked the Administrative Services Department staff for their assistance.

Communities for Families Coalition - 21st Annual Community Summit. Councilmember Watson reminded Council that the Serve Big 21st Annual Community Summit will be held on March 20, 2014 at Mountain View Middle School. He said there are three projects that they are working on and encouraged attendance.

Death by Chocolate Murder Mystery. Councilmember Watson said the Lions Club Death by Chocolate Murder Mystery is this weekend and he appreciates the donations being received and said it will be a great event and that a table has been reserved for the Council. He also spoke regarding the Big Give eyeglasses fundraiser.

Ropes Course/Disc Golf Course. Councilmember Watson said he would like to discuss a ropes course or a possible disc golf course at a future Workshop. He believes with all of the groups working together that it could definitely be a successful project. Deputy Mayor Swatman asked if there is a draft proposal for Council and the City Attorney to review. Councilmember Watson said a draft proposal is being distributed to the Council.

C. Review of Council Minutes: February 18, 2014 Council Workshop, February 25, 2014 Council Meeting, and March 11, 2014 Council.

The minutes were forwarded to the March 25, 2014 Council Meeting for action, with minor corrections.

D. Presentation: 2013 Annual Bonney Lake Municipal Court Report.

Municipal Court Judge Ronald Heslop and Court Administrator Kathy Seymour provided a presentation regarding the 2013 Annual Bonney Lake Municipal Court Report and advised that they wanted to give the Council an overview of what services the Municipal Court provides. Judge Heslop summarized the power point presentation and praised the Court staff for the amazing job his staff and the Bonney Lake Police Department do. Questions and suggestions were raised by Mayor Johnson and Councilmembers regarding the probation work crews and women prisoners and Judge Heslop responded accordingly. The agenda item was for informational purposes only and no action was taken.

E. Discussion: AB14-36 – Ordinance D14-36 – Amendments to Chapter 2.26 BLMC - Planning Commission.

Senior Planner Jason Sullivan summarized the agenda bill regarding the proposed revisions to the Bonney Lake Municipal Code regarding the rules for appointing Planning Commissioners and the powers of the Planning Commission. He said it is basically a housekeeping ordinance. Deputy Mayor Swatman had a question regarding Section C of the ordinance and whether 12 meetings a year are truly necessary, and another question regarding the Planning Commission Chair being able to vote. He said if a Commissioner is silent on a vote then that is considered a yes vote. This items was forward to the March 25, 2014 Council Meeting for action.

IV. EXECUTIVE SESSION: None.

V. ADJOURNMENT:

At 7:37 p.m., Councilmember Lewis moved to adjourn the Council Workshop. Councilmember Watson seconded the motion.

Motion to adjourn approved 7 - 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council for the March 18, 2014 Special Joint City Council/Planning Commission Workshop:

- Jim Bouchard, Park Board Chair – *Bonney Lake Park Board 2014-2015 Biennium Work/Action Plan*
- Judge Ronald Heslop/Katheryn Seymour, Court Administrator – *Court Report*

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

CITY COUNCIL MEETING

March 25, 2014
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

Location: Bonney Lake Justice & Municipal 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 Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Records & Information Specialist Susan Haigh.

C. Announcements, Appointments and Presentations:

- 1. Announcements: None.
- 2. Appointments: None.
- 3. Presentations:
 - a. **Proclamation:** Pierce County Reads! – Pierce County Library System.

Mayor Johnson read the proclamation aloud. Youth Librarian Seung Hee Kang spoke on behalf of the Bonney Lake Library and described the Pierce County Reads! program and this year’s book, “Wild” by Cheyl Strayed. Ms. Kang presented the Councilmembers with a bag and copy of the Pierce County Reads! book, a gift from the Friends of the Bonney Lake Library. Councilmembers thanked the Friends of the Library and spoke in appreciation of the local library programs.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

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

Bonnie Egbert, 12716 229th Ave E, Bonney Lake, spoke on behalf of the Greater Bonney Lake Historical Society. She spoke about the group's work to catalog the Milotte family records collection and other activities. She said the City would benefit from a partnership between historical, arts and culture groups. She suggested that the City's commission should include historic, arts, and cultural aspects and this group would be important to establish the City's identity.

David Colbeth, 21816 113th St E, Bonney Lake, thanked all those who attended the annual Bonney Lake Lions 'Death by Chocolate' fundraising event last weekend. He noted that Councilmember Watson is president-elect of the local Lions Club.

C. Correspondence:

Administrative Services Director/City Clerk Edvalson said the Council received two items of correspondence from the Master Builders Association of Pierce County regarding proposed Ordinance D14-38 (listed below).

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee: Deputy Mayor Swatman said the Committee met at 5:30 p.m. earlier in the evening as the Committee of the Whole and discussed the items on their agenda.

B. Community Development Committee: Councilmember Lewis said the Committee met on March 11, 2014 and discussed proposed Ordinance D14-38, which is on the current Consent Agenda, and a proposed professional agreement (Resolution 2366) for leak detection services, which was postponed to the next meeting for further discussion.

C. Economic Development Committee: Councilmember Minton-Davis said the Committee met earlier in the afternoon. A discussion of Park Impact fees has been forwarded to a future Workshop. The Committee also heard a report on the Chamber of Commerce meeting and on updates to the Comprehensive Plan. She said one item of interest was that the highest percentage of people who commute to Bonney Lake for work come from the City of Sumner.

D. Public Safety Committee: Councilmember Watson said the Committee has not met since the last Council meeting.

E. Other Reports:

New Historical Markers: Mayor Johnson said the City plans to apply for a Pierce County Grant for historical markers at the Reed Property (7109 Barkubein Road) and the Ken Love Property (18212 Rhodes Lake Rd E). He said the City will partner with the Historical Society and the markers will cost the City about \$1,500 which will largely be covered by staff time.

IV. CONSENT AGENDA:

Councilmember Minton-Davis requested that Consent Agenda Item E. (Ordinance D14-38) be moved to Full Council issues Item A.

- A. **Approval of Minutes:** February 18, 2014 Workshop, February 25, 2014 Meeting, and March 11, 2014 Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #68225-68263 (including wire transfer #'s 20140303, 20140304, 20140305, 20140306, 20140307, and 2014031401) in the amount of \$570,953.11. Accounts Payable checks/vouchers #68264-68270 for Accounts Receivable customer refunds in the amount of \$914.85. Accounts Payable checks/vouchers #68271 for a utility refund in the amount of \$241.20. Accounts Payable checks/vouchers #68272-68301 (including wire transfer #'s 12979360, 20140308, 20140309 and 2014021301) in the amount of \$191,716.69. Accounts Payable checks/vouchers #68302-68315 for utility refunds in the amount of \$1,042.42. VOIDS: 68245 thru 68248 – These checks were to Pierce County for the City's property taxes. Voided during the check printing process due to multiple remittances needed for single check. This is because we have multiple properties that we pay property taxes on and they are entered into Eden by their parcel number.
- C. **Approval of Payroll:** Payroll for March 1st – 15th, 2014 for checks #31678-31697 including Direct Deposits and Electronic Transfers is \$ 444,826.07.
- D. **AB14-36 – Ordinance D14-36** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Sections 2.26.010 And 2.26.020 Regarding The Rules For Appointing Planning Commissioners And The Powers Of The Planning Commission.
- E. ~~**AB14-38 – Ordinance D14-38** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Title 15 Of The Bonney Lake Municipal Code, Relating To Building Permit Fee Calculations. Moved to Full Council Issues, Item A.~~
- F. **AB14-27 – Resolution 2360** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Bonney Lake Community Resources For Operation Of The Bonney Lake Community Garden.

**Councilmember Watson moved to approve the Consent Agenda as amended.
Councilmember Lewis seconded the motion.**

Consent Agenda approved as amended 7 – 0.

V. FINANCE COMMITTEE ISSUES:

- A. **AB14-35 – Resolution 2365** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Professional Services Agreement With Columbia Bank To Provide The City's Banking Services.

Councilmember Lewis moved to approve Resolution 2365. Councilmember Rackley seconded the motion.

Councilmember Watson said he will not vote on this item as his wife works for the bank. Deputy Mayor Swatman said he appreciates the time staff spent preparing this item, but he plans to vote 'no'. He said community involvement should not have been weighted as heavily in selecting the vendor, since banking services do not involve community relations. He said the City works with Bank of America currently, but the City did not receive a proposal from them. He said staff could have done more to reach out to the existing vendor to get an updated proposal.

Councilmember Rackley said he spoke to staff at the local Bank of America branch and they were not aware of the proposal process, but had recently changed managers. Mayor Johnson said the Finance Department has had concerns with Bank of America's attention to detail in the past, and has worked with them closely over the years and notified them of the proposal process. He added that the City can request new proposals in the future if there are any issues, and spoke in favor of approving the proposed contract.

Councilmembers Hamilton and Minton-Davis said they understood the concerns raised, but spoke in favor of the proposed contract. Councilmember Hamilton applauded the Mayor for focusing on community involvement and said future RFP documents could be revised to better explain how community involvement is weighted. Councilmember Minton-Davis said Columbia Bank won the bid based on the criteria presented.

**Resolution 2365 approved 4 – 2.
Deputy Mayor Swatman and
Councilmember McKibbin voted no.
Councilmember Watson abstained.**

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES: None.

IX. FULL COUNCIL ISSUES:

- A. **AB14-38 – Ordinance D14-38 – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Title 15 Of The Bonney Lake Municipal Code, Relating To Building Permit Fee Calculations.** *Moved from Consent Agenda Item E.*

Councilmember Rackley moved to approve proposed Ordinance D14-38. Deputy Mayor Swatman seconded the motion.

Deputy Mayor Swatman said the full council has not had a chance to review the proposed ordinance. He said Councilmembers heard from the MBA of Pierce County cautioning against raising permit fees and the action needs to be considered carefully.

Councilmember Minton-Davis moved to table proposed Ordinance D14-38 to the Community Development Committee. Councilmember Watson seconded the motion.

Councilmember Lewis noted that the next CDC meeting is scheduled for April 2, 2014.

**Motion to table Ordinance
D14-38 approved 7 – 0.**

X. EXECUTIVE SESSION: None.

XI. ADJOURNMENT:

**At 7:25 p.m., Councilmember Rackley moved to adjourn the Council Meeting.
Councilmember Lewis seconded the motion.**

Motion to adjourn approved 7 – 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the March 25, 2014 Meeting:

- Jeremiah Lafranca, Master Builders Association of Pierce County – *March 21, 2014 letter re: Ordinance D14-38.*
- Jeremiah Lafranca, Master Builders Association of Pierce County – *March 25, 2014 letter re: Ordinance D14-38.*

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

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

Department/Staff Contact: Community Development/ John P. Vodopich, AICP	Meeting/Workshop Date: April 8, 2014	Agenda Bill Number: AB14-38
Agenda Item Type: Motion	Ordinance/Resolution Number: D14-38	Councilmember Sponsor: Donn Lewis

Agenda Subject: Amendment of building valuation data and addition of a technology fee

Full Title/Motion: An Ordinance of The City Council of The City of Bonney Lake, Pierce County, Washington, Amending Title 15 of The Bonney Lake Municipal Code, Relating to Building Permit Fee Calculations.

Administrative Recommendation: Approve

Background Summary: The calculation of building permit fees is based on Building Valuation tables as published by the International Code Council. The valuation table adopted by reference was last done in June 2004 (Ordinance 1035). These tables are updated and published by the International Code Council in six-month intervals. It is imperative that the most current version of the Building Valuation tables be referenced in order to calculate the appropriate building permit fee. The proposed Ordinance would adopt the most current version of the Building Valuation Data as published by the International Code Council rather than specifically adopting the table by reference. The Building Permit Fee table remains unchanged but is incorporated into the Municipal Code rather than being adopted by reference. A fee for expedited plan review as well as several housekeeping changes to the code are recommended.

Additionally, a technology fee of 3% is proposed to be added to each issued building permit. A technology fee (then \$3.00) was previously put into place in June 2004 (Ordinance 1035) but removed from the Municipal Code in June 2007 (Ordinance 1242). Such a fee will provide a minimal revenue source for ensuring that our permitting and plan review system is maintained and kept up to date.

Attachments: Ordinance D14-38

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: Not Applicable			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:		<i>Approvals:</i>	Yes No
Date: March 18, 2014 & April 1, 2014		Councilmember Dan Swatman	X
		Councilmember Randy McKibbin	X
		Councilmember James Rackley	X
Forward to:		Consent Agenda: X Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):

Meeting Date(s): March 25, 2014

Tabled to Date:

APPROVALS

Director:
JPV

Mayor:

**Date Reviewed
by City Attorney:** March 4, 2014
(if applicable):

Building Valuation Table by Value

(Type VB - Single Family Residential Construction)

ICC Building Valuation Data

City	Value per sq ft	Date	ICC Valuation Table	Value with 1.09 WA Modifier
Mercer Island	\$145.72	February 1, 2014	\$110.29	\$120.22
Woodway	\$125.00	August 1, 2013	\$110.29	\$120.22
Tukwila	\$121.32	February 1, 2013	\$107.08	\$116.72
Puyallup	\$120.18	August 1, 2012	\$105.93	\$115.46
Aberdeen	\$110.29	February 1, 2012	\$103.92	\$113.27
Bellingham	\$110.29	August 1, 2011	\$102.91	\$112.17
Bothell	\$110.29	February 1, 2011	\$101.90	\$111.07
Buckley	\$110.29	August 1, 2010	\$100.95	\$110.04
Federal Way	\$110.29	February 1, 2010	\$97.95	\$106.77
Fife	\$110.29	August 1, 2009	\$98.95	\$107.86
Issaquah	\$110.29	February 1, 2009	\$101.95	\$111.13
Kenmore	\$110.29	August 1, 2008	\$96.83	\$105.54
Kent	\$110.29	February 1, 2008	\$95.91	\$104.54
Mill Creek	\$110.29			
Mount Lake Terrace	\$110.90			
North Bend	\$110.29			
Ocean Shores	\$110.29			
Richland	\$110.29			
Sequim	\$110.29			
Sumner	\$110.29			
Tacoma	\$110.29/ \$137.87*			
Pierce County	\$108.49			
Gig Harbor	\$107.21			
Sammamish	\$107.18			
Kirkland	\$107.08			
Shelton	\$107.00			
University Place	\$106.81			
Olympia	\$101.90			
Auburn	\$95.91			
Tumwater	\$94.99			
Mukilteo	\$91.36			
Port Angeles	\$85.00			
Bonney Lake	\$81.40			
Lewis County	\$58.25			

*under 2000sf is \$110.29 per sf over 2000sf \$137.87 per sf

Fee Comparison For New Single Family Residence With Proposed Changes / Existing Fees

** School Impact Fees must be paid directly to School District.*

Proposed Ordinance D14-38

Permit Fee Estimate for a 2000 square foot Residence with a 500 square foot Garage

Permit Fee Estimate for a 2000 square foot Residence without Garage

		Increase			Increase
Valuation with proposed table	\$241,820.00		Valuation with proposed table	\$220,580.00	\$57,780
Plan Check fee	\$1,395.38	\$270.81	Plan Check fee	\$1,303.65	\$253.34
Building Permit fee	\$2,146.74	\$416.64	Building Permit fee	\$2,005.62	\$389.76
State Code fee	\$4.50		State Code fee	\$4.50	
Mechanical	\$322.01	\$62.49	Mechanical	\$300.84	\$58.46
Plumbing	\$322.01	\$62.49	Plumbing	\$300.84	\$58.46
Energy	\$60.00		Energy	\$60.00	
Infiltration	\$64.00		Infiltration	\$64.00	
Planning/Zoning	\$40.00		Planning/Zoning	\$40.00	
Traffic Impact fee	\$79.90		Traffic Impact fee	\$79.90	
Park Impact Fees	\$3,507.00		Park Impact Fees	\$3,507.00	
Storm ESU	\$425.00		Storm ESU	\$425.00	
Driveway Approach	\$50.00		Driveway Approach	\$50.00	
Sumner School Impact fee*	\$3,215.00		Sumner School Impact fee*	\$3,215.00	
Water - 1" meter	\$9,493.00		Water - 1" meter	\$9,493.00	
Sewer	\$10,505.00		Sewer	\$10,505.00	
Fire Sprinklers	\$81.41		Fire Sprinklers	\$81.41	
Proposed Technology Fee (3%)	\$64.40	\$64.40	Proposed Technology Fee (3%)	\$60.17	\$60.17
Total	\$31,775.35	\$876.83	Total	\$31,495.93	\$820.19

Existing Fees (2014)

Permit Fee Estimate for a 2000 square foot Residence with a 500 square foot Garage

Permit Fee Estimate for a 2000 square foot Residence without Garage

Valuation with current table	\$179,145.00		Valuation with current table	\$162,800.00	
Plan Check fee	\$1,124.57		Plan Check fee	\$1,050.31	
Building Permit fee	\$1,730.10		Building Permit fee	\$1,615.86	
State Code fee	\$4.50		State Code fee	\$4.50	
Mechanical	\$259.52		Mechanical	\$242.38	
Plumbing	\$259.52		Plumbing	\$242.38	
Energy	\$60.00		Energy	\$60.00	
Infiltration	\$64.00		Infiltration	\$64.00	
Planning/Zoning	\$40.00		Planning/Zoning	\$40.00	
Traffic Impact fee	\$79.90		Traffic Impact fee	\$79.90	
Park Impact Fees	\$3,507.00		Park Impact Fees	\$3,507.00	
Storm ESU	\$425.00		Storm ESU	\$425.00	
Driveway Approach	\$50.00		Driveway Approach	\$50.00	
Sumner School Impact fee*	\$3,215.00		Sumner School Impact fee*	\$3,215.00	
Water - 1" meter	\$9,493.00		Water - 1" meter	\$9,493.00	
Sewer	\$10,505.00		Sewer	\$10,505.00	
Fire Sprinklers	\$81.41		Fire Sprinklers	\$81.41	
Total	\$30,898.52		Total	\$30,675.74	

ORDINANCE NO. D14-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING TITLE 15 OF THE BONNEY LAKE MUNICIPAL CODE, RELATING TO BUILDING PERMIT FEE CALCULATIONS.

WHEREAS, the International Code Council publishes updated Building Valuation Data every six months, most recently in February 2014; and

WHEREAS, the City last adopted the International Code Council Building Valuation Data table by reference in June 2004 (Ordinance No. 1035); and

WHEREAS, the Building Valuation Data is used in calculating accurate and representative building permit fees and tax assessment valuations; and

WHEREAS, the City Council of the City of Bonney Lake finds that it is in the Council's interest to maintaining and keep published Building Valuation Data current and up-to-date; and

WHEREAS, the Council finds it necessary to adopt a permit technology fee to help fund technology used to process permit applications.

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

Section 1). BLMC section 15.04.072 is hereby amended to read as follows:

15.04.072 Building permit – Fees.

Building permit fees for ~~residential and commercial~~ construction shall be charged in conformance to ~~Section 109.2 of~~ with the International Building Code, ~~Section R109.2 of~~ the International Residential Code, ~~Section 106.5.2 of~~ the International Mechanical Code and ~~Section 103.4.1 of~~ the Uniform Plumbing Code as adopted in BLMC 15.04.020. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, profit, fire extinguishing systems, and any other pertinent equipment. Fees shall be calculated ~~from Table 1~~ from the current Building Valuation Data as published by the International Code Council, in effect at the time of permit application, with the exception of published footnotes with the regional cost modifier in Table 2 and the valuation as set forth in ~~Table 3~~ BLMC 15.04.072 J., except as follows:

A. Computation of fees for mobile homes located on individual lots shall be the same as for conventional houses.

B. Structures not classed as buildings such as retaining walls, dog kennels, decks, signs, docks and the like shall be charged fees based on the actual cost of labor and materials according to ~~Table 3 of this code~~ BLMC 15.04.072 J.

C. Repair to structures such as re-siding, painting, decks under 30 inches in height, replacing of doors or any other nonstructural repair shall not require a building permit.

D. The permit fee for the addition to any building shall be computed on the same basis as the building permit.

E. The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under the issued permit.

F. Mechanical Permit Fees – International Mechanical Code ~~Section 106.5.2 Amended as~~ adopted in BLMC 15.04.020. Mechanical fees shall be calculated at 15 percent of the building permit fee.

G. Plumbing Permit Fees – Uniform Plumbing Code ~~Section 103.4.1 Amended as~~ adopted in BLMC 15.04.020. Plumbing fees shall be calculated at 15 percent of the building permit fee.

H. Permits requiring plan review and inspections that are required by the Washington State Energy Code shall require a \$60.00 plan review and inspection fee.

I. A technology fee of 3% of the building permit fee shall be applied to each permit issued.

J. Building Permit Fees

<u>Total Valuation Permit</u>	<u>Permit Fee</u>
<u>\$1.00 to \$500</u>	<u>\$28.20</u>
<u>\$501.00 to \$2,000.00</u>	<u>\$28.20 for the first \$500.00 plus \$3.66 for each additional \$100.00, or fraction thereof, to and including \$2,000.00.</u>

<u>\$501.00 to \$2,000.00</u>	<u>\$83.10 for the first \$2,000.00 plus \$16.80 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.</u>
<u>\$25,001.00 to \$50,000.00</u>	<u>\$469.50 for the first \$25,000.00 plus \$12.12 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.</u>
<u>\$50,001.00 to \$100,000.00</u>	<u>\$772.50 for the first \$50,000.00 plus \$8.40 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.</u>
<u>\$50,001.00 to \$100,000.00</u>	<u>\$1,192.50 for the first \$100,000.00 plus \$6.72 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.</u>
<u>\$500,001.00 to \$1,000,000.00</u>	<u>\$3,880.50 for the first \$500,000.00 plus \$5.70 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.</u>
<u>\$1,000,001.00 and up</u>	<u>\$6,730.50 for the first \$1,000,000.00 plus \$3.78 for each additional \$1,000.00, or fraction thereof</u>

For PERMITS: The fee for each building permit shall be as set forth in the Table above.
For PLAN REVIEWS: The fee for each plan review shall be 65% of the building permit fee as set forth in the Table above.

Other Inspections, permits and associated fees:

1. Inspections outside of normal business hours (minimum charge - ~~two~~ one hours) . . . \$47100.00 per hour
2. Re-inspection fees (minimum charge - one hour) \$8100.00 per hour
3. Inspections for which no fee is specifically indicated (minimum charge - one hour) \$47100.00 per hour
4. Additional plan review required by changes, additions or revisions to plans (minimum charge - ~~two~~ one hours) . . . \$47100.00 per hour
5. For use of outside consultants for plan checking and inspections, or both . . Actual costs (including administrative and overhead costs)
6. Expedited Plan Review An additional 65% of the building permit fee as set forth in the table above shall be charged for expedited plan review
7. Standalone residential (not associated with a building permit) mechanical and plumbing permits \$100.00
8. Standalone commercial (not associated with a building permit) mechanical and plumbing permits based on the fee as set forth in the table above
9. Change of Use/Change of Occupancy Permit \$250.00
10. Final inspection only Permit (i.e. permit expired, failed final inspection, never received final, etc.) \$100.00 or 25% of underlying permit fee, whichever is greater

Section 2). BLMC section 15.04.080 is hereby amended to read as follows:

15.04.080 Building Plan Review – Fees.

Building plan review fees shall be 65 percent of the building permit fee as determined in BLMC 15.04.072 and as follows:

A. When submittal documents are required a plan review fee shall be paid at the time of submitting the documents for plan review.

~~B. Contractor plans (base plans) without revisions, options or modifications for two or more identical buildings of Group R, Division 3 Occupancies in new subdivisions shall be charged \$500.00 for the second plan review and beyond~~ International Residential Code Base plans for one and two-family dwellings shall be charged \$500.00 for the site specific plan review.

C. The plan review fees specified in this section are separate fees from the permit fees specified in BLMC 15.04.072.

D. Revised plans submitted during the plan review process which have uncorrected plan review items shall require additional plan review fees on the third submittal. The additional fee shall be ~~\$47~~100.00 per hour with a minimum of ~~two~~ one hours.

Section 3. Effective Date. This Ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.

PASSED by the City Council and approved by the Mayor this 8th day of April, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

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

Department/Staff Contact: Police / Chief Dana Powers	Meeting/Workshop Date: 8 April 2014	Agenda Bill Number: AB14-34
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2364	Councilmember Sponsor:

Agenda Subject: Approval of Hold Harmless Agreement for Swiss Sportsman's of Tacoma for Police Use of the Gun Range.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Execute A Hold Harmless Agreement For The Swiss Sportsmen's Club Of Tacoma For The Use Of The Club's Gun Range .

Administrative Recommendation: Approve.

Background Summary: The Police have used the gun range for practice for a number of years. This contract is a renewal hold harmless agreement for the continued use of the gun range.

Attachments: Hold Harmless Agreement

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
5,000.00	5,000.00	5,000.00	0
Budget Explanation: No Budget Impact to this agreement.			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Public Safety Date: 7 April 2014	<i>Approvals:</i> Chair/Councilmember Tom Watson Councilmember Mark Hamilton Councilmember Jim Rackely	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Yes</td> <td style="width: 50%;">No</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>	Yes	No	<input type="checkbox"/>					
Yes	No										
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	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 8 April 2014	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2364

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A HOLD HARMLESS AGREEMENT WITH THE SWISS SPORTSMEN’S CLUB OF TACOMA FOR THE USE OF THEIR FIREARMS TRAINING FACILITY.

WHEREAS, Bonney Lake Police Department requires a firearms training facility to ensure officers are adequately qualified to carry a firearm while working in their capacity as a Commissioned Officer for the City of Bonney Lake; and

WHEREAS, the Swiss Sportsmen’s Club of Tacoma has offered such a facility within the City of Bonney Lake pending the signing of the annual hold harmless agreement; and

WHEREAS, the City has budgeted for the Bonney Lake Police Department facility rental agreement to cover the facility rental costs of utilizing the Swiss Sportsmen’s Club of Tacoma’s facility.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign the hold harmless agreement with the Swiss Sportsmen’s Club of Tacoma.

PASSED BY THE CITY COUNCIL this 8th day of April, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

SWISS SPORTSMEN'S CLUB OF TACOMA RENTAL HOLD-HARMLESS AGREEMENT

This agreement is entered into this _____ day of _____, 2014 and entered between the Swiss Sportsmen's Club of Tacoma, a non-profit organization, here after referred to as "SSCT", and the City of Bonney Lake, here after referred to as "CITY".

1. **DAYS OF USE:** Whereas the CITY desires to use the SSCT Facilities for firearm shooting, practice and training, two (2) days per month. These days of use shall be mutually scheduled and reserved in advanced by the Training Officer for the CITY, and the SSCT Park Manager. The CITY will schedule days of use no less than 14 days in advance.
2. **COMMISSION OFFICERS ONLY:** No other person, other than Commissioned Law Enforcement Officers, may use the facility without written approval from the SSCT.
3. **SAFETY RULES:** All Commissioned Officers using the facility shall conduct themselves in accords with the standard firearm safety practices and observe all established shooting rules of the SSCT as set forth in the attached Outdoor Range and Safety Rules.
4. **USING THE FACILITIES:** The CITY shall furnish to the SSCT, prior to using the facilities, a city approved safety plan. When the CITY is using the facilities, there shall be at least one CITY designated Range Supervisor to ensure all safety rules and regulations are followed. Upon finishing after each use of the facility, the facility grounds shall be inspected by CITY and returned to its original condition with specific concern given to recovering any live ammunition.
5. **HOLD HARMLESS AND INSURANCE:** The CITY shall be fully responsible for all acts, commissions, or omissions, of Officers or Agents using the facility for firearm shooting, training, and practice. The CITY hereby agrees to save and hold SSCT, its officials, members, board members, employees, and agents, harmless from all damages directly or indirectly incurred as a result of any acts, omissions, errors, or negligence of its Officers or Agents using the SSCT Facility. The CITY agrees to indemnify and hold the SSCT harmless from any such acts and/or omissions. The CITY shall provide a certificate of insurance naming the SSCT as an additional insured prior to use of the facilities.
6. **TERM - TERMINATION:** This agreement shall be effective upon execution and shall automatically renew one year thereafter unless either party terminates this agreement by delivering a written notice of termination to the other party at least sixty (60) days in advance of the renewal date.

7. CHANGE IN WRITING ONLY: This agreement represents the entire agreement between the parties. No change or modification attempt to waive any of the provisions of this agreement shall be binding by either party unless the authorized representative of each party agrees to the change in writing. This agreement shall not be modified, supplemented, or otherwise affected by the course and dealings between the parties.
8. ANNUAL FEE: The annual fee in the amount of Five Thousand (\$5,000.00) Dollars shall be charged to the CITY and shall be paid within thirty (30) days of signing this agreement and must be paid before the facility may be used by the CITY.
9. NOTICES: All notices shall be sent to the named party as listed below.

Swiss Sportsmen's Club of Tacoma
9205 198th Avenue East
Bonney Lake, WA 98391

Dated this _____ day of _____, 2014

By (print name) _____, President SSCT

By (signature) _____

CITY OF BONNEY LAKE

By: _____
Mayor

Attest: _____
City Clerk

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

Department/Staff Contact: PW / Charlie Simpson	Meeting/Workshop Date: 8 April 2014	Agenda Bill Number: AB14-39
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2366	Councilmember Sponsor: Donn Lewis

Agenda Subject: Award Professional Services Agreement with Utility Services Associates, LLC for the 2014 Leak Detection Program.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Professional Services Agreement With Utility Services Associates, LLC For The 2014 Leak Detection Program.

Administrative Recommendation: Approve

Background Summary: The Department of Health mandates a goal of less than 10% Unaccounted for water or Distribution System Leakage (DSL). Since 2005 the City of Bonney Lake water system has averaged 12.45%, with a 14% average for the past 3 years. One method used to help identify leaks and minimize water loss is through the use of leak detection services. This service utilizes state of the art technology and equipment to listen to water appurtenances for the sound of underground leakage. Last year the City performed a 'Point to Point' leak detection survey that listens to all water appurtenances including service lines, valves, and fire hydrants. The results of this survey identified 20 leaks (14 of which were on service lines) with an estimated leakage rate of 33.5 gallons per minute or 17.6 million gallons per year. The 2013 survey covered approximately 12.5% of the water system. The 2014 survey will be conducted in two phases with the goal of surveying 25% of the water system, much of which has never undergone this type of survey in the past. Request for Proposals were sent to 3 vendors off the Small Works Roster and March 7, 2014, one proposal was returned by Utility Services Associates, LLC. for an hourly rate of \$137.00. One hundred sixty hours (160) x \$137.00 = \$21,920 plus 10% Contingency (\$2,192)=\$24,112.

Attachments: Resolution, Professional Services Agreement, Exhibit A,B & C, Email.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$25,000	\$25,000	\$24,112	\$888
Budget Explanation: 401.000.034.534.50.48.02 Reoccurrng O&M CIP Leak Detection Revenue: O & M Rates			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Community Development Date: 18 March 2014 & 1 April 2014	<i>Approvals:</i> Councilmember Dan Swatman Councilmember James Rackley Councilmember Randy McKibbin	<table style="margin-left: auto; margin-right: auto;"> <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"/>
Yes	No										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
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<input checked="" type="checkbox"/>	<input type="checkbox"/>										
Forward to:	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled to Date:

APPROVALS

Director:

Dan Grigsby

Mayor:

Neil Johnson Jr.

Date Reviewed

by City Attorney:

(if applicable):

RESOLUTION NO. 2366

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED A PROFESSIONAL SERVICES AGREEMENT WITH UTILITY SERVICES ASSOCIATES, LLC FOR THE 2014 LEAK DETECTION PROGRAM.

WHEREAS, The Department of Health mandates a goal of less than 10% Unaccounted for Water, or Distribution System Leakage (DSL). Since 2005 the City of Bonney Lake water system has averaged 12.45%, with a 14% average for the past 3 years. One method used to help identify leaks and minimize water loss is through the use of leak detection services. This service utilizes state of the art technology and equipment to listen to water appurtenances for the sound of underground leakage. Last year the City performed a 'Point to Point' leak detection survey that listens to all water appurtenances including service lines, valves, and fire hydrants. The results of this survey identified 20 leaks (14 of which were on service lines) with an estimated leakage rate of 33.5 gallons per minute or 17.6 million gallons per year. The 2013 survey covered approximately 12.5% of the water system. The 2014 survey will be conducted in two phases with the goal of surveying 25% of the water system, much of which has never undergone this type of survey in the past; and

WHEREAS, the City requested proposals from 3 vendors from the Small Works Roster for the 2014 Leak Detection program on March 7, 2014 and the only proposal received was from Utility Services Associates, LLC; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign a professional services agreement with Utility Services Associates, LLC in the amount of \$24,112; and

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Contingency (\$2,192) amount based on the proposal amount of \$137.00 per hour x 160 hours (\$21,920).

PASSED and adopted by the City Council this 8th day of April, 2014.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 25th day of March, 2014, by and between the City of Bonney Lake ("City") and Utility Services Associates, LLC ("Consultant").

The parties hereby agree as follows:

- 1. Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- 2. Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
- 3. Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

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

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

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

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

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

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

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

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

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

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

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

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

provided, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

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

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

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent 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. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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.

OK
RM/USA
3/5/14

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.

OK
RM/USA
3/5/14

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. Prevailing Wage

CONTRACTOR shall pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers, or mechanics for work related to the Project is shown on Exhibit C, attached hereto and incorporated herein by this reference. Prior to the CITY making any payment to CONTRACTOR under this Agreement, CONTRACTOR and each subcontractor shall submit to the CITY a Statement of Intent to Pay Prevailing Wages approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040. Prior to release of the sums retained pursuant to section 17 of this Agreement ["Retainage"], CONTRACTOR and each subcontractor shall submit to the City an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By:  _____
Rob Meston, President

Attachments:

- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Prevailing Wages

Exhibit A

REQUEST FOR PROPOSALS-CITY OF BONNEY LAKE LEAK DETECTION

Scope of Work

POINT TO POINT WATER LEAK DETECTION STUDY

The City of Bonney Lake seeks proposals for a Point to Point Detection and Pinpointing Leaks Survey that will cover a portion of the utilities water system of approximately fifty one (51) miles of waterline. The effort will be accomplished over a two phase time frame that will encompass 20 working days (160 hours).

The proposal will require equipment of the correlator type to be employed in the point to point and pinpointing leak process. The contractor will provide the following in the proposal:

- Location of all leak sites
- Estimate of gallons lost per day per leak location
- Overall Summary Report on Leak Detection work

The final report is to be submitted within fifteen (15) working days of completion of project phases.

The City of Bonney Lake will supply an employee at all times to assist technician with locating and operating valves, services and hydrants. The City of Bonney Lake will provide equipment as required in controlling vehicular traffic. All work under this proposal will be on the publicly owned portion of the water system.

Term: Service will be split into two phases – Phase 1 ~ April 2014-June 2014 and Phase 2 ~ July 2014– Nov 2014. Study to be finalized by Nov 26, 2014.

Small Works Roster: The City of Bonney Lake uses the Municipal Research and Services Center of Washington (MRSC) as the City's list of qualified businesses for small works projects. Proposers are required to be registered with the Municipal Research and Service Center of Washington (MRSC) as a participating Small Works Business. For further information, view www.mrscroster.org.

An Intent and Affidavit to Pay Prevailing Wage **must** be completed. ***“Prevailing Wage” laws apply to quotes.***

PAYMENT:

Progress payments will be made as work is completed.

The City of Bonney Lake will accept proposals until: Friday, March 7, 2014 5 pm

Address proposals to: _____ Attn: Triss Weber

PO Box 7380

Bonney Lake, WA 98391-0944

Proposals shall be labeled “Leak Detection Study”.

Point to Point Leak Detection Specifics

- Approximately 51 miles of mixed type and sizes of pipe composed of the following
 - 2" 0.6 miles
 - 4" 3.1 miles
 - 6" 5.3 miles
 - 8" 25.2 miles
 - 10" 0.1 miles
 - 12" 13.6 miles
 - 16" 1.0 miles
 - 1.677 miles of unknown size pipe (based on 2013 GIS survey and available as builts)
 - C.I. 1.9 miles
 - D.I. 42.5 miles
 - HDPE 0.1 miles
 - PVC 0.6 miles
 - Steel 3.9 miles
 - C900 0.02 miles
 - 1.7 miles of unknown type pipe (based on 2013 GIS survey and available as builts)
- 3,894 water meters (some are multiple meters on one single service line, others are single meter/service line. 2013 GIS data base currently doesn't get to detail of service line counts)
- 455 Fire Hydrants (based on 2013 GIS survey)
- 1,923 Valves (based on 2013 GIS survey)

Exhibit B

REQUEST FOR PROPOSALS-CITY OF BONNEY LAKE LEAK DETECTION

PRICING (Point-to-Point Survey)

Please include the following with your proposal
PRICING PER HOUR

The following prices are to be based on information and footage provided in the proposal requested by City of Bonney Lake.

The undersigned Consultant will perform a **POINT-TO-POINT** Leak Detection Survey & Pinpointing program to meet or exceed all specifications as indicated in this Request for Proposal.

Pricing:

1. Survey & pinpointing -----\$ 137.00 per hour.
Note – The Utility will decide how many days will be completed based on the amount proposed for the daily rate.
2. Estimated miles 51.
3. Consultant will be available to begin work after City Council Approval.
4. Progress payments shall be made as work is completed.

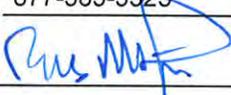
Company Name: Utility Services Associates, LLC

Parent Company: _____

Address: 919 SW 150th St, Suite B

City: Seattle State: WA Zip: 98166

Telephone: 877-585-5325

Signature:  Title: President

Print Name: Rob Meston

Date: 3/5/2014

Exhibit C

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

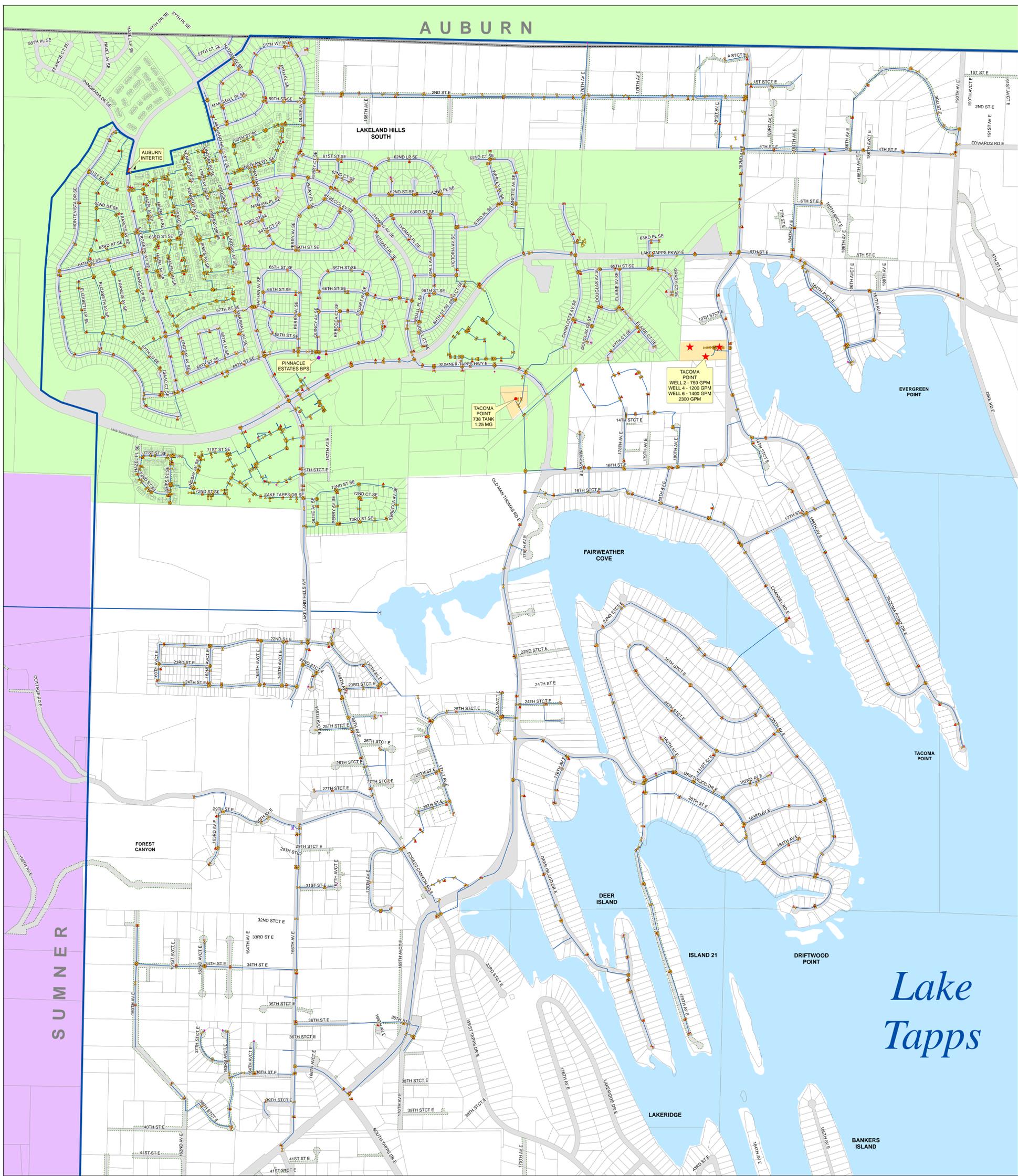
Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 3/12/2014

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>	
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		<u>1</u>	
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		<u>1</u>	
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$9.32		<u>1</u>	
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		<u>1</u>	

AUBURN

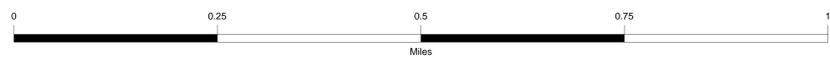


- ★ Well & Spring Water Source = 3
 - ⚡ Emergency Intertie and Flow Direction = 1
 - Fire Hydrant = 455
 - Water Tank = 1
 - Booster Pump Station = 1
 - Pressure Reducing Valve = 3
 - Valve = 1923
 - Sample Station = 16
 - Blow Off = 117
 - Air Vac = 127
- Water Main = 50.77 Miles
- Water Main Material**
- NULL = 1.677 Miles
 - CI = 1.870
 - DI = 42.49
 - GALV = 0
 - HDPE = 0.108
 - PVC = 0.647
 - STL = 3.949
 - C900 = 0.020
- Water Main Diameter (Inches)**
- NULL = 1.677 Miles
 - 2 = 0.648
 - 4 = 3.108
 - 6 = 5.322
 - 8 = 25.235
 - 10 = 0.101
 - 12 = 13.642
 - 16 = 1.036

Bonney Lake Water System Leak Detection Project *Area 1*



- Bonney Lake Water Service Area
- Tax Parcel
- Public Road
- Bonney Lake City Limits
- Auburn City Limits
- Sumner City Limits
- Pierce/King County Boundary
- Private Road Edge



From: [David Cihak](#)
To: [Carol Paul](#)
Cc: [Charlie Simpson](#); [Dan Grigsby](#); [Triss Weber](#); [Marlyn Campbell](#); [John Woodcock](#); [Samuel Roseberry](#)
Subject: RE: IDQ Water Contract Kicked Back
Date: Wednesday, March 26, 2014 8:03:25 AM

Carol,

For the CDC Agenda, the following is the response to Council Member Rackley's questions.

- We currently have one leak remaining from the 2013 Leak detection Services survey.
- Every leak except this one were repaired either during the leak detection survey, or shortly after completion (within two weeks). Leaks were prioritized on a size and location basis. Eleven out of the twenty leaks were repaired before the survey was complete. The remainder were repaired within ten days of notification due to location, staffing levels, etc.
- The remaining leak is on 205th Ave near Inlet Island. Crews have attempted to locate this leak for repairs, but have been limited by a new residential driveway. The Water leadworker has ordered the materials necessary (replacement of approximately 40 feet of 4" pipe and associated fittings). The repairs are being scheduled when there is an improvement in the weather (large amount of groundwater intrusion) and coordination with the property owner (loss of access as driveway will be inaccessible during the work). This leak is approximately 3 gallons per minute (gpm).
- Water leadworker schedules a crew for the purpose of repairs during the leak detection survey. The crew immediately responds to identified leaks for repair purposes, and if the repairs are completed before the contractor is finished with their survey, the contractor resurveys the area to confirm the absence of leaks.

If you need further clarification, please let me know.

Thanks,

Dave

Dave Cihak
Utility Supervisor
City of Bonney Lake
19306 Bonney Lake Blvd
Bonney Lake, WA 98391
253-447-4312 Office
253-447-4330 Fax
253-405-6611 Cell

From: John Woodcock
Sent: Wednesday, March 19, 2014 3:30 PM
To: Charlie Simpson; David Cihak; Dan Grigsby

Cc: Carol Paul; Triss Weber

Subject: IDQ Water Contract Kicked Back

Well, I sat there with my bat on my shoulder and watched the three strikes go right by me! When your agenda bill was talked about Jim Rackley asked me these questions:

- *How many leaks do we know about right now? – Strike one!*
- *How many have we repaired? – Strike two!*
- *How long and how much to repair what is left? – Strike three!*

So I had to back to the dugout and wait until my turn came back up again which just happens to coincide with the next CDC meeting.....

John Woodcock
City Engineer 253-
447-4336

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

Department/Staff Contact: Community Development/ Ryan Harriman, AICP	Meeting/Workshop Date: April 8, 2014	Agenda Bill Number: AB14-40
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2367	Councilmember Sponsor: Donn Lewis

Agenda Subject: Approval of the Hemminger Subdivision Final Plat

Full Title/Motion: A Resolution of The City Council of The City of Bonney Lake, Pierce County, Washington, approving the Hemminger Subdivision Final Plat.

Administrative Recommendation: Approve

Background Summary: The Hemminger Subdivision was one of several Pierce County preliminary plats the City inherited when Bonney Lake annexed this area. It was one of four plats that was conditioned on a traffic light being built at 214th Ave. E. and Kelly Lake Rd. The traffic light was completed in 2012. The plat adds 30 residential lots to the vacant lot inventory. The applicant has completed the Conditions of Approval as listed in the Hearing Examiner's Decision and is ready for final plat approval.

Attachments: Resolution 2367, Staff Report & Map, Maintenance Bond with Bill of Sale.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: Not Applicable			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Community Development Date: April 1, 2014	<i>Approvals:</i> Councilmember Dan Swatman Councilmember Randy McKibbin Councilmember James Rackley	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Yes</th> <th style="width: 50%;">No</th> </tr> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;"></td> </tr> </table>	Yes	No	X		X		X	
Yes	No										
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	Forward to: Council Mtg.	Consent Agenda:	X Yes <input type="checkbox"/> No								
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director: <i>John P. Vodopich, AICP</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2367

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE HEMMINGER SUBDIVISION FINAL PLAT

WHEREAS, Applicant CES Engineering and owner PID-007 Hemminger, LLC seek final plat approval for a 30-lot single-family residential subdivision entitled the “Hemminger Plat”; and

WHEREAS, the Hemminger Plat received preliminary plat approval from Pierce County on February 8, 2008, prior to the property being annexed into the City; and

WHEREAS, a condition of preliminary plat approval was installation of a traffic signal at the intersection of 214th Avenue East and Kelly Road East, which traffic signal has been constructed; and

WHEREAS, Bonney Lake Municipal Code § 17.16.040 requires the City Council to make written findings that the criteria for final plat approval have been met; and

WHEREAS, the City Council finds that the Hemminger Plat is properly before the City Council for consideration, and that: (1) the Plat satisfies the subdivision criteria set forth in Chapter 17.16 BLMC; (2) the Final Plat addresses all conditions of preliminary plat approval; (3) the Plat makes appropriate provision for the public health, safety, and welfare for open spaces, drainage ways, streets, roads, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and safe walking conditions for school children; (4) as-built CAD drawings and the placement of street signs have been approved by the Public Works department; and (5) approval of the Plat would serve the public interest.

NOW, THEREFORE, the Bonney Lake City Council does hereby resolve that the Hemminger Final Plat is approved. The Mayor is authorized to sign the mylar to enable the Applicant to record the plat. The City Engineer and Community Development Director are authorized to sign off on the Final Plat.

PASSED by the City Council this 8th day of April, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney



HEMMINGER – FINAL PLAT APPROVAL

Date: April 1, 2014
To: City Council
From: Ryan Harriman, AICP, Associate Planner
RE: Hemminger – Final Plat Approval, PLN-2013-01667

STAFF REPORT

PROJECT DESCRIPTION:

The applicant seeks final plat approval for the Hemminger Subdivision. The original proposal was modified and now contains 31(30 vacant) single-family residential lots in an R-1 zone. The subdivision was preliminarily approved by the Pierce County Hearing Examiner on February 4, 2008, and contained 30 conditions of approval. The City of Bonney Lake annexed the site shortly after the preliminary determination was issued by Pierce County.

OWNER:

PID-007 Hemminger, LLC
4543 193rd PL SE
Issaquah, WA 98027

CONTACT:

CES NW, Inc.
c/o Craig Deaver
310 29th St. NE, Suite 101
Puyallup, WA 98372

APPLICANT:

CES NW, Inc.
c/o Craig Deaver
310 29th St. NE, Suite 101
Puyallup, WA 98372

SITE LOCATION: The project is located at 20321 Church Lake Road East, Bonney Lake, WA, within Section 27, Township 20 North, Range 5 East, W,M, Bonney Lake, Washington.

STAFF FINDINGS:

1. The proposed final plat of the Hemminger Subdivision satisfies the subdivision criteria set forth in Section 17.16 BLMC. The proposed plat makes appropriate provision for the public health, safety, and welfare for open spaces, drainage ways, streets, roads, other public ways, potable water supplies, sanitary waste, parks and recreation, playgrounds, and safe walking conditions.
2. The final plat submittal is a Type 2 permit, which was declared complete on October 21, 2013.
3. As-built CAD drawings were approved on March 24, 2014.
4. Street signs were determined to meet City standards and were adequately installed on March 25, 2014.



5. The final plat is properly before the City Council for consideration and a decision.
6. The applicant submitted a landscaping bond for \$22,950. Bond good for one (1) year.
7. The applicant submitted a performance bond for the wetland buffer planting in the amount of \$29,250. Three year monitoring required.
8. The applicant submitted a maintenance bond in the amount of \$62,646.15 (two years).

ADHERENCE WITH CONDITIONS OF APPROVAL

The following list contains conditions of approval that were assigned to the Hemminger Subdivision by the City of Bonney Lake Hearing Examiner in the preliminary plat decision dated February 4, 2008:

1. The SEPA mitigating measures set forth in the Mitigated Determination of Nonsignificance issued by the Pierce County Environmental Official on September 14, 2007, are hereby made conditions of approval as set forth hereinafter. Provided, however, that said mitigating conditions are not subject to change by the major amendment process, but must be changed by the Environmental Official through the SEPA process.

Finding: The Hemminger subdivision complies with the SEPA conditions identified in the MDNS. The traffic signal required to be installed at the intersection of 214th Avenue East and Kelly Road East (mitigation measure #1) was installed in connection with the Ptarmigan Ridge development (Pierce County project #612215). Bond release for the signal was issued by Pierce County on September 30, 2013.

2. The final plat for this proposal shall be submitted to the City of Bonney Lake Planning and Community Development Department for approval and signature within five (5) years of the effective date of the Hearing Examiner's decision on the Preliminary Plat, subject to the conditions for time extensions as outlined in Sections 16.08.040 of the Pierce County Code.

Finding: The preliminary plat was approved February 4, 2008. Therefore, the final plat application was due to be submitted by February 4, 2013. On September 24, 2013, the Bonney Lake City Council approved Ordinance No. 1467, amending Bonney Lake Municipal Code Section 17.16.010, which increased to seven (7) years the time for final plat submittal for preliminary plats approved between December 31, 2007 and December 31, 2014. Therefore, the preliminary plat is valid through February 4, 2015.

3. All requirements of the Bonney Lake Building Department must be met prior to the issuance of building permits for this proposal.

Finding: All work on the plat has been performed under Bonney Lake permits. Further construction also will be made under permits issued by the City of Bonney Lake.

4. The applicant proposes to connect the subject plat to the City of Bonney Lake public sanitary sewer system. All on-site and off-site sanitary sewer improvements required by the City of Bonney Lake to provide sanitary sewer service for this plat shall be designed and constructed in accordance with the regulations and sanitary sewer standards prescribed by the City of Bonney Lake. Final plat approval shall not be granted by the City until such time as the City of Bonney Lake provides written notification that the required sanitary sewer improvements have been installed to the satisfaction of the City of Bonney Lake and that all applicable fees and connection charges have been paid.

Finding: All work on the plat has been completed under Bonney Lake permits using Bonney Lake standards. Per BLMC, 13.12.100.B, connection fees are due and payable at the time of building permit issuance.

5. Fire flow requirements for one- and two-family dwellings are 750 gpm at 20 psi for 45 minutes, except that 1,000 gpm at 20 psi for 60 minutes is required when the total floor area, including attached garages, covered porches, and upper story decks is 3,600 square feet or more. A hydrant shall be located within 350 feet of the middle of the street frontage of each lot, except that no hydrant is required on a dead-end street not exceeding 600 feet in length when a hydrant is installed at the intersection of the cross street. Spacing between hydrants shall not exceed 700 feet. Preliminary water plans shall be approved by the Pierce County Fire Prevention Bureau. Three sets of plants shall be submitted directly to the Bureau.

Finding: Fire flow and hydrant spacing requirements have been met. The signature block for East Pierce Fire and Rescue has been placed on the final plat.

6. Hydrant flow test results and water system "as built" plans shall be submitted to and approved by the Fire Prevention Bureau prior to final plat approval. This requirement can be waived if a bond or other approved form of security in the amount of 125% of the estimated water system installation cost is posted.

Finding: The flow requirements were determined to have been met on March 25, 2014, and as-built drawings were submitted to and accepted by the City on March 24, 2014. The fire marshal approved the system in accordance with City standards.

7. Prior to the issuance of any permits on this site (site development) or the initiation of any grading, clearing, filling, or vegetation removal, the project shall complete the requirements necessary to obtain approval and shall obtain a final wetland approval. In issuing building permits it will be incumbent on staff to ensure that a wide variety of home designs is being proposed. The design should de-emphasize the appearance of garages which should be set back from the main entry of the home.

Finding: A Land Clearing/Tree Removal Permit was issued under permit number PLN-2013-01643 on July 1, 2013. Wetland Approval was issued by Pierce County on December 12, 2008 and recorded on June 11, 2009. Home design has been submitted by Premier Homes to the City for review.

8. The stormwater facilities for this development shall be designed to minimize impacts to water quality and quantity, and wetland and buffer habitat. All stormwater shall be pretreated prior to its release into a natural system (wetland) and all stormwater facilities shall be located outside of wetlands and wetland buffers. A copy of the stormwater plans and calculations shall be submitted to and reviewed by the Development Engineer in conjunction with a Environmental Biologist prior to the issuance of the Site Development Permit or Final Wetland Approval. The system shall conform with Pierce County stormwater regulations.

Finding: The applicant completed this requirement in conjunction with the civil permits, CIV-2013-00247, issued on August 2, 2013.

9. As is allowed per Section 18E.20.02A.D., in order to provide permanent protection of the on-site wetlands and associated buffers, as well as the offsite wetlands and associated buffers, a 2- or 3-rail, split rail, wood fence or Bonney Lake approved substitute fence, is required to be installed around the perimeter of the wetland buffers. This is being required to distinguish the wetland buffers from intrusion and other human impacts. Photographs of the installed fences shall be submitted to the Pierce County Environmental Biologist upon completion.

Finding: The applicant constructed a split-rail fence and installed wetland signage consistent with the provisions of the BLMC.

10. The applicant must comply with all other local, state, and federal regulations and obtain relevant permits. This includes the U.S. Army Corps of Engineers and the Washington State Department of Ecology (DOE). If the Corps of Engineers determines that on-site Wetland A is isolated and therefore outside of their jurisdiction, approval will/may still be required from the DOE, subject to RCW 90.48 (The State Water Pollution Act), in order to place any fill in the isolated Category III wetland area. It is recommended that you contact both the U.S. Army Corps of Engineers and DOE. It is the sole responsibility of the applicant to

contact the other jurisdictions and secure any and all other permits required for this proposed project.

Finding: Wetland A was not disturbed from its preexisting condition. An NPDES was obtained from the Department of Ecology on July 15, 2013, permit number WAR-127084.

11. The following notes shall be included on the face of the final plat:

"Notice: This site lies within a Critical Area-Wetlands and Fish and Wildlife Habitat Areas, as defined within Title 18E Pierce County Code. Restrictions on use or alteration of the site may exist due to natural conditions of the site and resulting regulations.

"The wetland approval for this formal plat was recorded at the Pierce County Auditor's Office on _____ (date),
Recording Number _____.

"The on-site wetlands and streams were delineated
by _____ and survey located
by _____.

Finding: Notes are included on the final plat that reflect City standards instead of County standards.

12. All grading and filling of land must utilize only clean fill, i.e., dirt or gravel. All other materials, including waste concrete and asphalt, are considered to be solid waste and permit approval must be obtained through the TPCHD prior to filling.

Finding: A Grading/Filling Permit was issued under permit number CIV-2013-00248 on August 2, 2013. Clean fill was used for the project.

13. Should this project not be served by sanitary sewer, the TPCHD will require a review of potential adverse environmental impacts and justification for utilization of on-site sewage treatment and disposal. The TPCHD is in receipt of a plat subdivision review application and will forward the results of its review of that application to the environmental official once the review has been completed.

Finding: A Certificate of Sewer Availability was issued on April 26, 2013. Sewer service is provided and connection was made to the existing sewer main in 204th Ave East. Sewer main extension was provided through the plat and a manhole provided in Church Lake Road for future sewer connection.

14. Prior to approval of the water supply for this development, a Certificate of Water Availability and Washington Department of Health approval of the water system facilities are required per WAC 246-290 and Pierce County ordinance 96-91S. The



Community Development Department

water facilities to serve this development must be constructed or bonded for construction prior to final subdivision approval.

Finding: A Certificate of Water Availability was received from Bonney Lake on May 1, 2013.

15. A storm drainage plan must be submitted to the Development Engineering Section as part of the site development plans. The drainage plans shall be in accordance with Ordinance 2004-56S, Title 17A, Construction and Infrastructure Regulations - Site Development and Stormwater Drainage.

Finding: The design plans submitted with the civil permit and the resultant installation conform to these requirements.

16. All work associated with stabilizing slopes and other disturbed areas shall be in accordance with Ordinance 2004-56S, Title 17A, Construction and Infrastructure Regulations - Site Development and Stormwater Drainage.

Finding: All work to stabilize slopes and disturbed areas was done in connection with the civil permit, CIV-2013-00247, issued on August 2, 2013.

17. All public roads within and providing access to this plat must conform to Ordinance 2004-56S, Title 17B, Construction and Infrastructure Regulations Road and Bridge Design and Construction Standards.

Finding: All roads were constructed under the issued civil permit CIV-2013-00247, which requires adherence to City of Bonney Lake codes and the Public Works Design & Construction Standards.

18. Water service to developments, short plats, or any project other than a single-family residence within UGA but outside the city limits will not be served with water until the area is annexed. Service to a single-family residence on a single parcel within the UGA but outside the city limits will be granted water service, if commitment to support annexation is signed.

Finding: An Annexation and Utilities Agreement was entered into in 2006, and the property was annexed on January 1, 2007.

19. Given the likelihood that the plat will be annexed prior to preliminary plat approval and that Church Lake Road East will become a city maintained road, City Development standards shall apply to the extent possible. Specifically, the City requests that the following road standards apply:

- Minimum R.O.W. width - 55 feet with a 10 foot easement and for cul-de-sac roads.

- The intersection curb radius for a collector road (Church Lake Drive East is 30 feet.)
- Minimum pavement width - 26 feet.
- Vertical curb, gutter, and sidewalks (5 foot wide) required on both sides of internal plat roads.
- Local access roads - 50 foot minimum with 10 foot easements on both sides.
- Frontage improvements that include curb, gutter, and sidewalk along Church Lake Drive East for the project frontage.

Finding: These City standards were incorporated into the design and construction of the project streets.

20. Utility easements shall be provided on the face of the final plat which are necessary to the provision of water, power, sewer, natural gas and mail delivery to the lots within the subdivision. The affected purveyors should be contacted prior to development of the final plat for their specific easement requirements.

Finding: Utility easements per the requirements of the City and the utility purveyors have been provided on the final plat.

21. A Landscaping plan shall be submitted to the City of Bonney Lake for review and approval prior the final plat approval.

Finding: Landscaping plans were approved by the City on August 1, 2013.

22. A note shall be placed on the final plat Mylar which states:
The residents of _____ for the life of the project shall maintain the landscaping tract. All plant materials shall be pruned and trimmed as necessary to maintain a healthy growing condition or to prevent limb failure. The landscaping tract shall be kept free of trash. Any plant material shall be replaced within the spring or fall growing season following plant loss but not greater than 180 days from time of loss.

Finding: This note is included on the final plat.

23. All stormwater from this proposal should be treated to the maximum extent possible, particularly for pollutants commonly associated with residential development (i.e. chemicals, fertilizers, metals, etc.), then this treated stormwater should be infiltrated on the plat site if suitable soils exist. The checklist for this project indicates that Alderwood series soils are available on site; therefore, it may not be possible to infiltrate all stormwater generated from the site. However, it may be possible to treat some of the stormwater generated from the site by amending the soil throughout the site with compost.

Finding: The on-site Alderwood soils hinder infiltration. Per the storm drainage design completed and approved by the City for this project, stormwater treatment measures in accordance with City requirements were implemented for this project.

24. Full water quality treatment and infiltration of stormwater that drains to Lake Tapps, and ultimately the White and Puyallup Rivers, is necessary to minimize impacts to water quantity and quality that salmonids and other aquatic life in these river systems need. Infiltration of stormwater is also the preferred option of treatment according to the Department of Ecology's Western Washington Stormwater Manual Volume 1 (WDOE 2001, page 1-5). These recommended measures would also reduce the potential contribution of phosphorus from the developed plat to Lake Tapps.

Finding: Infiltration of stormwater was not feasible for this site. Stormwater quality treatment measures were designed and installed per City requirements.

25. Bonney Lake should require an analysis of the potential for this project to infiltrate 100% of the generated stormwater. If infiltration is not possible, then an analysis of the potential impacts to Lake Tapps and downstream areas of the White and Puyallup Rivers prior to approval of this plat is necessary.

Finding: Infiltration of stormwater was not feasible for this site. Stormwater quality treatment measures were designed and installed per City requirements.

26. Phosphorus and other discharges from development should be regulated to insure no degradation of existing water quality.

Finding: All minerals and pollutants will be discharged according to the approved methods and plans of the engineered stormwater mitigation measures.

27. This site is subject to the interlocal agreement signed by the City of Bonney Lake and Pierce County. If there is a conflict between the City and the County conditions, the provisions of the interlocal agreement shall control.

Finding: The property was annexed on January 1, 2007, thus the provisions of the interlocal agreement are no longer in effect.

28. No building permits shall be issued for homes that do not emphasize the entry to the home as the main feature and that do not de-emphasize the appearance of garages. The Examiner interprets that most of the individual homes will feature front porches.



Finding: Home designs have been submitted by Premier Homes to the City for review. The first round of submittals did not meet the requirements listed above and were rejected. The designer submitted a second review and the designs meet the parameters of the condition.

29. The decision set forth herein is based upon representations made and exhibits, including plans and proposals submitted at the hearing conducted by the hearing examiner. Any substantial change(s) or deviation(s) in such plans, proposals, or conditions of approval imposed shall be subject to the approval of the hearing examiner and may require further and additional hearings.

Finding: Only minor modifications to the project were made during the course of final design, and such changes were approved at an administrative level.

30. The authorization granted herein is subject to all applicable federal, state, and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances is a condition precedent to the approvals granted and is a continuing requirement of such approvals. By accepting this/these approvals, the applicant represents that the development and activities allowed will comply with such laws, regulations, and ordinances. If, during the term of the approval granted, the development and activities permitted do not comply with such laws, regulations, or ordinances, the applicant agrees to promptly bring such development or activities into compliance.

Finding: The applicant has adequately complied with all applicable conditions.

RECOMMENDATION:

Based on the aforementioned criteria, conditions of approval, application and drawings, the Community Development Department recommends the City Council approve the final plat of the Hemminger Subdivision, PLN 2013-01667, and authorize the mayor to inscribe and execute his signature indicating City Council approval on the face of the plat.

Responsible official	Ryan Harriman, AICP
Position/title	Associate Planner
Phone	253 447-4350
Address	9002 Main Street East, Suite 300 Bonney Lake, WA 98391-0944

4-1-2014
Date

Signature



Community Development Department

ATTACHMENTS:

1. Final Plat Map;
2. Bill of Sale;

HEMMINGER

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON

DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED PROPERTY DEDICATE THESE LOTS TO THE PURCHASERS THEREOF. WE DEDICATE THE ROADS AND THOSE EASEMENTS NOT SPECIFICALLY DESIGNATED HEREIN AS PRIVATE TO THE USE OF THE PUBLIC FOREVER AND HEREBY GRANT TO THE PUBLIC FOREVER THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF THE STREETS.

FURTHERMORE, THE OWNERS AND SUBSEQUENT PURCHASERS WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SUCH ROADS AS SHOWN HEREIN.

THIS SUBDIVISION HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE THE DESIRES OF THE OWNERS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND.

MICHAEL LORENZ
MANAGING MEMBER
PID-007 HEMMINGER, LLC., A WASHINGTON LIMITED LIABILITY COMPANY

SIGNATURE

BY: RTI, LLC, A WYOMING LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF PIERCE)ss

ON THIS _____ DAY OF _____, 2014, BEFORE ME PERSONALLY APPEARED MICHAEL LORENZ, TO ME KNOWN TO BE THE AUTHORIZED MEMBER OF PID-007 HEMMINGER LLC, A WASHINGTON LIMITED LIABILITY COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN ABOVE.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT:

MY APPOINTMENT EXPIRES:

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF PIERCE)ss

ON THIS _____ DAY OF _____, 2014, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE AUTHORIZED MEMBER OF RTI, LLC, A WYOMING LIMITED LIABILITY COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN ABOVE.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT:

MY APPOINTMENT EXPIRES:

LEGAL DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE 5003353-2151769 DATED FEBRUARY 28, 2014)

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH RANGE 5 EAST, WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS. COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE SOUTH LINE OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27 SOUTH 89°22'55" EAST, 330.00 FEET;
THENCE NORTH 01°12'07" EAST, 30.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°12'07" EAST, 637.53 FEET TO THE NORTH LINE OF THE SOUTH 667.50 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27;
THENCE ALONG SAID NORTH LINE OF THE SOUTH 667.50 FEET, SOUTH 89°22'55" EAST, 491.13 FEET;
THENCE SOUTH 00°34'03" WEST, 7.50 FEET;
THENCE SOUTH 89°22'55" EAST, 28.29 FEET;
THENCE SOUTH 01°12'07" WEST, 407.02 FEET;
THENCE NORTH 89°22'55" WEST, 93.99 FEET;
THENCE SOUTH 58°06'24" WEST, 15.53 FEET;
THENCE PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27, SOUTH 00°37'05" WEST, 214.65 FEET TO THE NORTH RIGHT OF WAY OF CHURCH LAKE ROAD;
THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 89°22'55" WEST, 414.69 FEET TO THE POINT OF BEGINNING;
CONTAINING 307,401 SQUARE FEET.

SITUATE IN THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON.

(ALSO KNOWN AS PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. PLN 2013-01639 RECORDED ON JULY 10, 2013 AS RECORDING NUMBER 201307105001, IN THE OFFICIAL RECORDS OF PIERCE COUNTY, WASHINGTON)

INDEX OF SHEETS

- SHEET 1 ADDRESSES, DEDICATION, ACKNOWLEDGMENT AND BENEFICIARIES, LEGAL DESCRIPTION
- SHEET 2 GENERAL NOTES, TRACT NOTES, WETLAND NOTES
- SHEET 3 SECTION BREAKDOWN
- SHEET 4 SURVEYOR'S NOTES, MAP AND EASEMENTS

PUBLIC WORKS DEPARTMENT

ALL CONSTRUCTION OF PUBLIC UTILITIES, INCLUDING WATER, SEWER, SIDEWALKS, AND STORMWATER HAS BEEN COMPLETED OR BONDED TO INSURE COMPLETION IN CONFORMANCE WITH CITY OF BONNEY LAKE STANDARDS AND REQUIREMENTS. BONDS WITH THE PROPER AMOUNTS HAVE BEEN POSTED TO COVER MAINTENANCE OF THE PUBLIC IMPROVEMENTS FOR TWO YEARS, AND ALL CONDITIONS OF PRELIMINARY PLAT HAVE BEEN COMPLIED WITH.

CITY ENGINEER

DATE

EAST PIERCE FIRE AND RESCUE

WE HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED, SUBJECT TO COMPLIANCE WITH ALL CURRENT REQUIREMENTS OF EAST PIERCE FIRE AND RESCUE.

FIRE MARSHAL, DISTRICT 22

DATE

CITY COUNCIL

I, THE UNDERSIGNED MAYOR, ON BEHALF OF THE CITY COUNCIL OF BONNEY LAKE, WASHINGTON, HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED AND ACCEPT SUCH DEDICATIONS AND EASEMENTS AS MAY BE INCLUDED THEREON.

MAYOR

DATE

CITY CLERK

DATE

COMMUNITY DEVELOPMENT DEPARTMENT

I HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE CITY OF BONNEY LAKE COMPREHENSIVE PLAN, ZONING CODE, ENVIRONMENTAL REGULATIONS AND ALL CONDITIONS OF THE PRELIMINARY PLAT HAVE BEEN COMPLIED WITH.

DIRECTOR, COMMUNITY DEVELOPMENT DEPARTMENT

DATE

ASSESSOR/TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

ACCOUNT NO.

ASSESSOR/TREASURER, PIERCE COUNTY, WASHINGTON

DATE

PROTECTIVE COVENANTS

SEE PROTECTIVE COVENANTS AS FILED UNDER RECORDING NUMBER _____ ON THIS _____ DAY OF _____, 2014, AT _____ MINUTES PAST _____ M., RECORDS OF THE PIERCE COUNTY AUDITOR.

LOT ADDRESSES

- 1 20321 CHURCH LAKE DRIVE EAST
- 2 20307 79TH STREET EAST/7916 203RD AVENUE EAST
- 3 20311 79TH STREET EAST
- 4 20315 79TH STREET EAST
- 5 20319 79TH STREET EAST
- 6 7914 204TH AVENUE EAST
- 7 7912 204TH AVENUE EAST
- 8 7910 204TH AVENUE EAST
- 9 7908 204TH AVENUE EAST
- 10 7906 204TH AVENUE EAST
- 11 7904 204TH AVENUE EAST
- 12 7902 204TH AVENUE EAST
- 13 7814 204TH AVENUE EAST
- 14 7810 204TH AVENUE EAST
- 15 20316 79TH STREET COURT EAST/7813 204TH AVENUE EAST
- 16 20312 79TH STREET COURT EAST
- 17 20310 79TH STREET COURT EAST
- 18 20308 79TH STREET COURT EAST
- 19 20306 79TH STREET COURT EAST
- 20 20302 79TH STREET COURT EAST
- 21 20301 79TH STREET COURT EAST
- 22 20305 79TH STREET COURT EAST
- 23 20307 79TH STREET COURT EAST
- 24 20309 79TH STREET COURT EAST
- 25 20311 79TH STREET COURT EAST
- 26 20315 79TH STREET COURT EAST/7825 204TH AVENUE EAST
- 27 20316 79TH STREET EAST/7835 204TH AVENUE EAST
- 28 20312 79TH STREET EAST
- 29 20310 79TH STREET EAST
- 30 20306 79TH STREET EAST
- 31 20302 79TH STREET EAST

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2014, AT _____ MINUTES PAST _____ M. RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON. RECORDING NUMBER _____

PIERCE COUNTY AUDITOR

FEE

BY

P:\13028.0\dwg\13028-FP.dwg 4/1/2014 1:59:40 PM PDT

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY; THAT THE PERIMETER MONUMENTS WILL BE SET AND THAT ALL OTHER MONUMENTS AND LOT CORNERS WILL BE SET PRIOR TO THE RECORDING OF THIS PLAT OR BONDED WITH THE COUNTY AND WILL BE SET PRIOR TO THE RELEASE OF THE BOND; THAT I HAVE COMPLIED WITH ALL STATE AND COUNTY REGULATIONS GOVERNING PLATTING AND THAT IT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

Joseph J. Flansburg 4-1-14

JOSEPH J. FLANSBURG
PLS NO. 42685

DATE

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST



C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 BUS: (253) 848-4282
PUYALLUP, WA 98372 FAX: (253) 848-4278

APPLICATION # _____

HEMMINGER

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON

NOTES

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF BONNEY LAKE AND OTHER UTILITY PROVIDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FOR PUBLIC AND PRIVATE STORM DRAINAGE, WATER SERVICE, IRRIGATION, AND OTHER UTILITIES UNDER AND UPON THE 10 FEET OF LOTS AND TRACTS ADJACENT TO AND ABUTTING PUBLIC STREETS OR ROADS, PARALLEL WITH AND ADJOINING EXISTING OR PROPOSED ACCESS RIGHT OF WAY AS DEPICTED HEREIN, IN WHICH TO INSTALL, LAY CONSTRUCT RENEW OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION, AND OTHER PROPERTY, WITH UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. ALSO HEREBY GRANTED IS THE RIGHT TO USE ALL STREET AND ROAD RIGHTS OF WAY FOR THE SAME PURPOSES. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.
2. THE 10 FOOT WIDE EASEMENT ADJOINING STREETS MAY CONTAIN PRIVATE STORM DRAINAGE SYSTEMS AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS ON FILE AT THE CITY OF BONNEY LAKE. THE MAINTENANCE OF THOSE PRIVATE STORM DRAINAGE SYSTEMS SHALL BE THE RESPONSIBILITY OF THOSE LOT OWNERS BENEFITING FROM SAID SYSTEMS.
3. THE RESIDENTS OF THE PLAT OF HEMMINGER, FOR THE LIFE OF THE PROJECT SHALL MAINTAIN THE LANDSCAPING TRACT. ALL PLANT MATERIALS SHALL BE PRUNED AND TRIMMED AS NECESSARY TO MAINTAIN A HEALTHY GROWING CONDITION OR TO PREVENT LIMB FAILURE. THE LANDSCAPING TRACT SHALL BE KEPT FREE OF TRASH. ANY PLANT MATERIAL SHALL BE REPLACED WITHIN THE SPRING OR FALL GROWING SEASON FOLLOWING PLANT LOSS BUT NOT GREATER THAN 180 DAYS FROM TIME OF LOSS.
4. THIS SITE CONTAINS CRITICAL WETLANDS, STREAMS AND THEIR BUFFERS. RESTRICTIONS ON USE OR ALTERATION OF THE SITE MAY EXIST DUE TO NATURAL CONDITION OF THE SITE DUE TO NATURAL CONDITIONS OF THE SITE AND RESULTING REGULATIONS.
5. NO BUILDING PERMITS SHALL BE ISSUED FOR HOMES THAT DO NOT EMPHASIZE THE ENTRY TO THE HOME AS THE MAIN FEATURE AND THAT DO NOT DE-EMPHASIZE THE APPEARANCE OF GARAGES.
6. PRIOR TO THE ISSUANCE OF ANY PERMITS ON THIS SITE (SITE DEVELOPMENT) OR THE INITIATION OF ANY GRADING, CLEARING, FILLING, OR VEGETATION REMOVAL, THE PROJECT SHALL COMPLETE THE REQUIREMENTS NECESSARY TO OBTAIN APPROVAL AND SHALL OBTAIN A FINAL WETLAND APPROVAL. IN ISSUING BUILDING PERMITS IT WILL BE INCUMBENT ON STAFF TO ENSURE THAT A WIDE VARIETY OF HOME DESIGNS IS BEING PROPOSED.

WETLAND NOTES:

NOTICE: THIS SITE LIES WITHIN A CRITICAL AREA-WETLANDS AND FISH AND WILDLIFE HABITAT AREA, AS DEFINED WITHIN TITLE 18E PIERCE COUNTY CODE. RESTRICTIONS ON USE OR ALTERATION OF THE SITE MAY EXIST DUE TO NATURAL CONDITIONS OF THE SITE AND RESULTING REGULATIONS.

THE WETLAND APPROVAL FOR THIS FORMAL PLAT WAS RECORDED AT THE PIERCE COUNTY AUDITOR'S OFFICE ON JUNE 6, 2009, RECORDING NUMBER 200906110003.

THE ON-SITE WETLANDS WERE DELINEATED BY BARGHAUSEN CONSULTING ENGINEERS (CONSULTANT) AND SURVEY LOCATED BY BARGHAUSEN CONSULTING ENGINEERS.

NOTICE: THE CRITICAL AREA (WETLAND AND BUFFER AREAS) APPEARING ON THIS FORMAL PLAT CONTAIN AREAS OF NATURAL/NATIVE VEGETATION INTENDED TO BUFFER THE CRITICAL AREA FROM THE ADVERSE EFFECTS OF DEVELOPMENT. THESE WETLAND BUFFER AREAS SHALL REMAIN AND BE MAINTAINED IN A NATURAL, UNDEVELOPED, OPEN SPACE STATE. THERE SHALL BE NO CLEARING, GRADING, FILLING, OR CONSTRUCTION WITHIN THE CRITICAL AREAS, EXCEPT AS SHOWN ON PLANS OR DOCUMENTS APPROVED BY PIERCE COUNTY AND CONTAINED IN THE OFFICIAL FILES FOR THIS DEVELOPMENT. EACH CRITICAL AREA SHALL REMAIN UNDISTURBED EXCEPT FOR PERIODIC WATERING AND HAND WEEDING OF PLANTS DESIGNATED AS NOXIOUS BY THE STATE OF WASHINGTON, AND FOR PLANTING AND WATERING OF NATIVE TREE SPECIES AS SPECIFIED I THE TREE CONSERVATION PLAN.

TRACT NOTES

1. TRACT "A" IS DESIGNATED AS A WETLAND AND BUFFER TRACT AND ALL LOT OWNERS SHALL HAVE A 1/31ST UNDIVIDED INTEREST IN SAID TRACT FOR TAX PURPOSES. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE IMPROVEMENTS CONTAINED IN SAID TRACT.
2. TRACT "B" IS DESIGNATED AS A WETLAND AND BUFFER TRACT AND ALL LOT OWNERS SHALL HAVE A 1/31ST UNDIVIDED INTEREST IN SAID TRACT FOR TAX PURPOSES. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE IMPROVEMENTS CONTAINED IN SAID TRACT.
3. TRACT "C" IS A DESIGNATED PARK/OPEN SPACE AND ALL LOT OWNERS SHALL HAVE A 1/31ST UNDIVIDED INTEREST IN SAID TRACT FOR TAX PURPOSES, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE IMPROVEMENTS OF CONTAINED IN SAID TRACT.
4. TRACT "D" IS DEDICATED AND CONVEYED TO THE CITY OF BONNEY LAKE UPON THE RECORDING OF THIS PLAT. THE CITY OF BONNEY LAKE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACT, WITH THE EXCEPTIONS UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTE 1 ABOVE
5. TRACT "E" IS DESIGNATED AS A PRIVATE STORM DRAINAGE TRACT AND ALL OWNERS SHALL HAVE A 1/31ST UNDIVIDED INTEREST IN SAID TRACT FOR TAX PURPOSES. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE IMPROVEMENTS IN SAID TRACT.

TITLE EXCEPTIONS

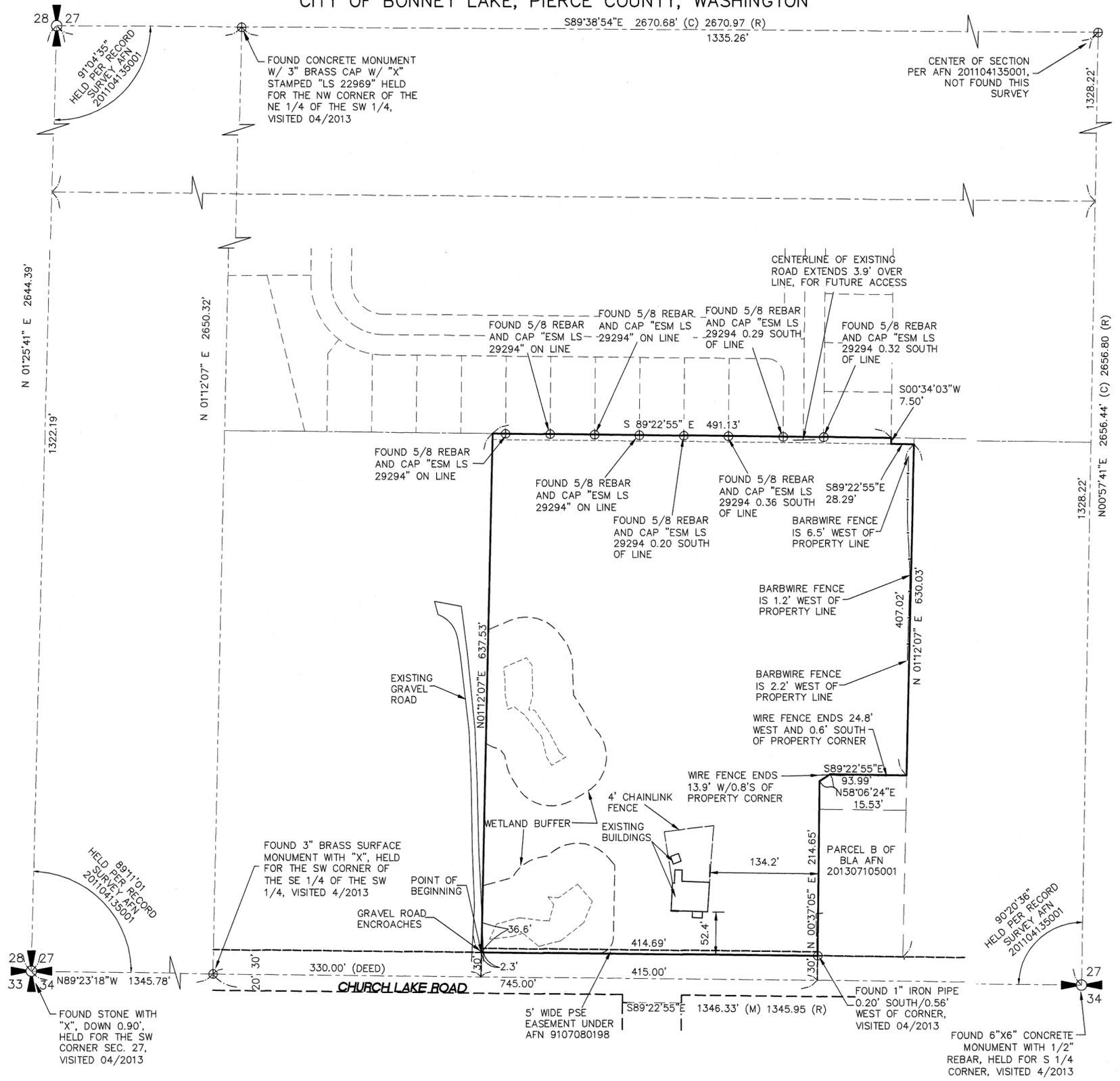
PER FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE No. 5003353-215769 DATED FEBRUARY 28, 2014.

1. NOT SURVEY RELATED.
2. LEASE AND TERMS AND CONDITIONS AS DISCLOSED BY MEMORANDUM OF LEASE, AFN 200609010229.
3. DEED OF TRUST AND TERMS AND CONDITIONS THEREOF. COVERS SAID LAND. AFN 201306060494.
4. RESERVATIONS AND EXCEPTIONS, INCLUDING THE TERMS AND EXCEPTIONS THEREOF. AFN 2062385.
5. EASEMENT TO PUGET SOUND ENERGY ON THE SOUTH 5' OF LOTS PLAT. AFN 9107080198. (SHOWN)
6. ANNEXATION AND UTILITIES AGREEMENT AND TERMS AND CONDITIONS. AFN 200610161191.
7. TERMS AND CONDITIONS OF LOT LINE ADJUSTMENT. AFN 200802130940.
8. TERMS AND CONDITIONS OF DOCUMENT ENTITLED PIERCE COUNTY PLANNING AND LAND SERVICES WETLAND AND/OR BUFFER AGREEMENT. AFN 200906110003. AFFECTS TRACT A AND TRACT B.
9. CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS DELINEATED ON THE FACE OF THE SURVEY NO 201104135001. (SHOWN)
10. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MUTUAL BOUNDARY AGREEMENT" ANF200105130557. AFFECTS THE NORTH 7.5 FEET OF PLAT. (SHOWN)
11. EASEMENT AND TERMS AND CONDITIONS OF STORM WATER DRAINAGE PIPE EASEMENT ON THE PLAT OF GMG BENEFITTING PLAT OF HEMMINGER. AFN 201305150674, (SHOWN)
12. TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN RECORDED LOT LINE ADJUSTMENT. AFN 201307105001.
13. EASEMENT TO PUGET SOUND ENERGY UNDER AFN 201401150643.

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST	
4-1-14	C.E.S. NW INC.
	CIVIL ENGINEERING & SURVEYING
	310 29th St. N.E. Suite 101 BUS: (253) 848-4282 PUYALLUP, WA 98372 FAX: (253) 848-4278
	APPLICATION # _____

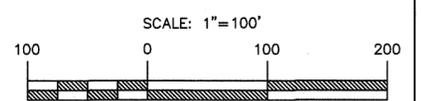
HEMMINGER

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON



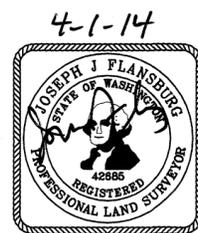
LEGEND

- (C) = CALCULATED DISTANCE
- (R) = RECORD OF SURVEY AFN 201104135001
- ⊕ = FOUND MONUMENT AS NOTED



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A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST



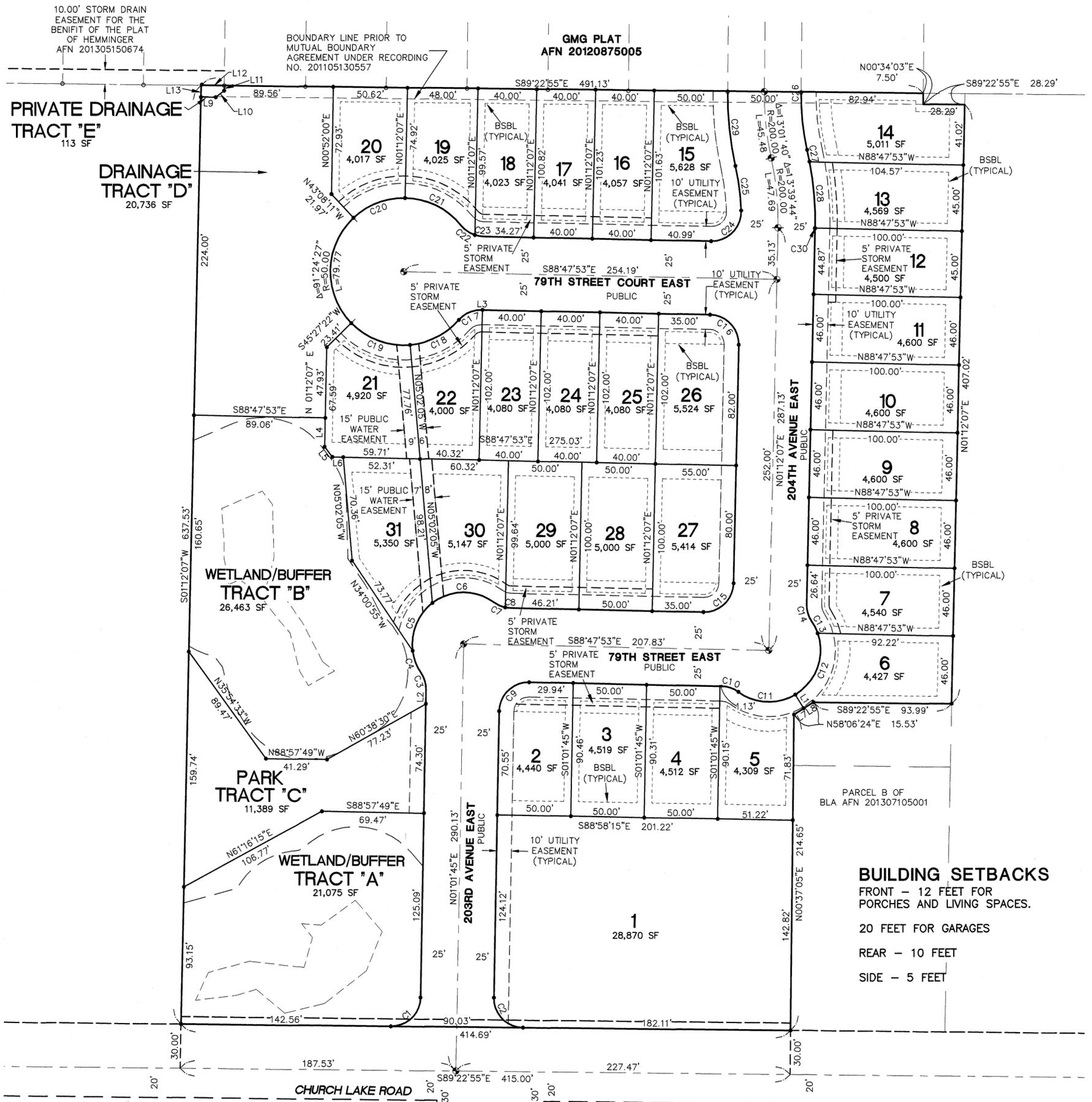
C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 BUS: (253) 848-4282
 PUYALLUP, WA 98372 FAX: (253) 848-4278

APPLICATION # _____

HEMMINGER

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON



BUILDING SETBACKS
 FRONT - 12 FEET FOR PORCHES AND LIVING SPACES.
 20 FEET FOR GARAGES
 REAR - 10 FEET
 SIDE - 5 FEET

LEGEND

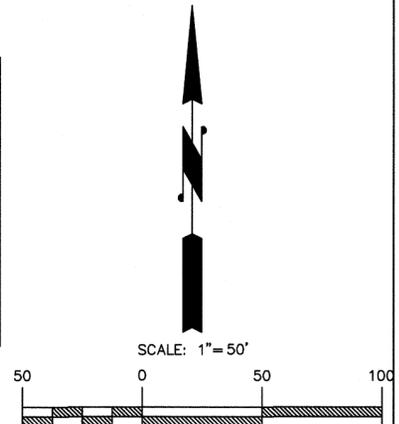
- ⊕ FOUND MONUMENT AS NOTED ON SHEET 1
- ⊙ SET CONCRETE MONUMENT WITH BRASS DISK IN CASE
- SET REBAR AND CAP STAMPED "CES LS 42658"
- (R) RADIAL LINE
- BSBL BUILDING SETBACK LINE

SURVEYOR'S NOTES

1. BASIS OF BEARINGS: THE BEARING FROM PIERCE COUNTY MONUMENT NO. 2559, A FOUND 3" BRASS SURFACE MONUMENT WITH "X" AT THE INTERSECTION OF KELLY LAKE ROAD AND 214TH AVENUE EAST, AND PIERCE COUNTY MONUMENT NO. 2560, A 3" MONUMENT WITH "X" AT THE CENTERLINE OF 214TH AVENUE EAST AT THE 7600 BLOCK IS NORTH 01°13'24" EAST.
2. EQUIPMENT USED: FOCUS 10 TOTAL STATION, TRIMBLE R8 GPS.
3. METHOD AND DATE OF MONUMENT LOCATION: FIELD TRAVERSE IN APRIL OF 2013.
4. THIS SURVEY COMPLIES WITH THE STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW AND WAC 332-130.
5. ALL LOT CORNERS AND ANGLE POINTS ARE MONUMENTED WITH A 1/2" REBAR AND CAP STAMPED "PLS 42685", WITH A 2" X 2" WHITE LOT BOARD SET NEAR BY AS A REFERENCE MARKER UNLESS NOTED OTHERWISE.

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	89°35'20"	31.27	20.00
C2	90°24'40"	31.56	20.00
C3	35°05'48"	12.25	20.00
C4	26°42'26"	16.31	35.00
C5	60°00'24"	36.66	35.00
C6	73°39'09"	44.99	35.00
C7	24°10'16"	8.44	20.00
C8	10°55'33"	3.81	20.00
C9	90°10'22"	31.48	20.00
C10	35°05'48"	12.25	20.00
C11	67°17'28"	41.11	35.00
C12	78°19'05"	47.84	35.00
C13	14°35'05"	8.91	35.00
C14	35°05'48"	12.25	20.00
C15	90°00'00"	31.42	20.00
C16	90°00'00"	31.42	20.00
C17	49°59'41"	17.45	20.00
C18	43°45'29"	38.19	50.00
C19	50°29'27"	44.06	50.00
C20	44°12'56"	38.59	50.00
C21	50°07'03"	43.74	50.00
C22	33°21'28"	11.64	20.00
C23	16°38'13"	5.81	20.00
C24	93°38'57"	32.69	20.00
C25	10°00'47"	30.58	175.00
C26	13°01'40"	39.79	175.00
C27	2°05'30"	8.21	225.00
C28	11°32'16"	45.31	225.00
C29	13°02'00"	51.18	225.00
C30	0°01'59"	0.13	225.00

LINE TABLE		
LINE	BEARING	LENGTH
L1	N30°59'32"W	11.01
L2	S01°01'45"W	9.42
L3	N88°47'53"W	0.58
L4	S01°12'07"W	19.66
L5	S37°06'00"E	8.70
L6	N88°47'53"W	7.40
L7	S58°06'24"W	7.77
L8	S58°06'24"W	7.77
L9	S89°22'55"E	10.01
L10	N52°06'54"E	7.33
L11	S01°12'07"W	3.44
L12	S89°22'55"E	15.69
L13	N01°12'07"E	8.00



A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST

4-1-14

C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 BUS: (253) 848-4282
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APPLICATION # _____

**CITY OF BONNEY LAKE, PIERCE COUNTY WASHINGTON
DEVELOPER'S MAINTENANCE BOND**

Bond Number 023028049

Developer: Miles Resources, LLC
Surety: Liberty Mutual Insurance Company
City: _____
Amount: \$62,646.15
Development: Hemminger Plat

KNOW ALL MEN BY THESE PRESENTS: WHEREAS THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, a municipal corporation, hereinafter designated as the "City" has accepted an agreement by the developer for the construction of an extension to the City's infrastructure to serve the development, as shown on the as-built drawings and described on the attached Bill of Sale, in accordance with the City's regulations governing developer extensions, which regulations are incorporated into this agreement by reference, and which require the Developer to furnish a maintenance bond for the replacement or correction of any defective work or materials discovered by the City within 730 days (two years) from the date of the acceptance of the work;

NOW, THEREFORE, WE, the Developer and surety are held and firmly bound to the State of Washington and to the City of Bonney Lake in the amount named above for the payment of which we do jointly and severally bind ourselves, or heirs, personal representatives, successors, and assigns by these presents.

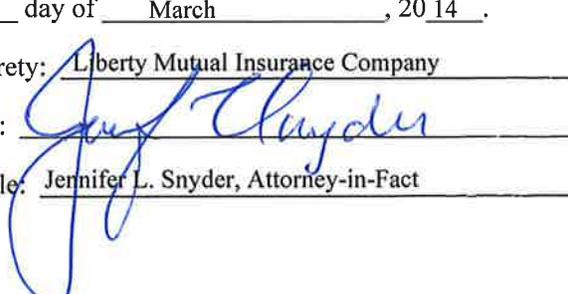
THE CONDITIONS OF THIS OBLIGATION are such that if the Developer, or the Developer's heirs, personal representatives, successors, and assigns well and truly keep all the provisions of the regulations of the City applicable to the work described in the Developer's Agreement, including the obligation of the Developer to replace or correct any defective work or materials discovered by the City and perform any needed maintenance on the subject improvements within 730 days (two years) from the date of acceptance of the work by the City, then this obligation shall become void; otherwise, it shall remain in full force and effect.

Any corrections required shall be completed within thirty (30) days of the date of notification of the need for such correction by the City. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to have said work performed, at the expense of the Developer.

No change, extension of time, alteration or addition to the work to be performed by the Developer shall affect the obligation of the principal or surety on this bond, and the surety waives notice of any such change, extension, or alteration or addition thereunder.

This bond is furnished pursuant to the requirements of Chapter 39.08 of the Revised Code of Washington, and the regulations of the City, and in addition to the foregoing, is made for the benefit of the City, together with, and all laborers, mechanics, subcontractors, and material men, and all persons who supply such person or subcontractors with supplies and equipment for the carrying on of the work covered by this Agreement, whether or not such work is deemed to be "public work" under the laws of the State of Washington.

IN WITNESS WHEREOF, the principal and surety have caused this bond to be signed and sealed by their duly authorized officers or representatives this 25th day of March, 2014.

Principal: Miles Resources, LLC Surety: Liberty Mutual Insurance Company
By:  By: 
Title: Jeffrey Thomas, Vice Pres. Title: Jennifer L. Snyder, Attorney-in-Fact

Attachments: Bill of Sale

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6416105

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne E. Strieby; Barbara A. Johnson; Brent E. Helesen; Carley Espiritu; Christopher Kinyon; Diane M. Harding; Eric A. Zimmerman; Jake Oja; James B. Binder; Jamie Diemer; Jeffrey L. Zimmerman; Jennifer L. Snyder; Julie R. Truitt; Karen Swanson; Kathy L. Patton; Kellie Hogan; Kristine A. Lawrence; Lisa M. Anderson; Mitchell R. Sme; Peggy A. Firth; Peter J. Comfort; Phyllis C. Robison; Sandra J. Kulseth; Wyntrene Mace

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of January, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of January, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 23, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25 day of March, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

RETURN TO:

**City of Bonney Lake
Public Works Department
8720 184th Avenue East
P.O. Box 7380
Bonney Lake, Washington 98391-0944**

**Phone: 253-447-4336
Fax: 253-826-1921**

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor(s) PID-007 HEMMINGER, LLC do(es) by these presents hereby convey, set over, assign, transfer and sell to the City of Bonney Lake, Pierce County, Washington, a municipal corporation, the following described utility or other improvements and all appurtenances thereto, situated in Pierce County, Washington:

TYPE OF DOCUMENT:	<u>Bill of Sale</u>
GRANTOR(S):	<u>PID-007 HEMMINGER, LLC</u>
GRANTEE:	<u>City of Bonney Lake, a Municipal Corporation</u>
ABBREVIATED LEGAL DESCRIPTION:	<u>A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN</u>
ASSESSOR TAX PARCEL I.D. NUMBERS:	
NAME OF PROJECT:	<u>HEMMINGER PLAT</u>
ADDRESS OF PROJECT:	<u>20321 CHURCH LAKE ROAD E - BONNEY LAKE</u>
PROJECT NUMBER:	<u>CIV-2013-00247</u>
LEGAL DESCRIPTION:	<u>Located here or on Exhibit A of this document EXHIBIT A</u>
PERSONAL PROPERTY DESCRIPTION;	<u>Located here or on Exhibit B of this document</u>

the said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor(s) has/have executed these presents this 14 day of March, 2014.

PID-007 Hemminger, LLC

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Grantor (DEVELOPER) SIGNATURE:

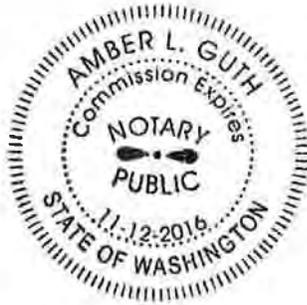
By: [Signature] By: _____

Its: [Signature] Its: _____

STATE OF WASHINGTON)
)SS
COUNTY OF PIERCE)

On this 19 day of March, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael Lorenz of PID-007 Hemming, LLC, to me proven to be the individual described in and who executed the foregoing instrument for himself and acknowledged that he signed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed on behalf of said PID-007 Hemming, LLC for uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]
Printed Name: Amber Guth
NOTARY PUBLIC in and for the State of Washington,
residing at: Pierce County
My Commission Expires: 11-12-2016

BILL OF SALE

EXHIBIT A

Legal Description

(PER FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE 5003353-2151769 DATED FEBRUARY 28, 2014)

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH RANGE 5 EAST, WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

THENCE ALONG THE SOUTH LINE OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27 SOUTH 89°22'55" EAST, 330.00 FEET

THENCE NORTH 01°12'07" EAST, 30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°12'07" EAST, 637.53 FEET TO THE NORTH LINE OF THE SOUTH 667.50 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE ALONG SAID NORTH LINE OF THE SOUTH 667.50 FEET, SOUTH 89°22'55" EAST, 491.13 FEET

THENCE SOUTH 00°34'03" WEST, 7.50 FEET;

THENCE SOUTH 89°22'22" EAST, 28.29 FEET;

THENCE SOUTH 01°12'07" WEST 407.02 FEET;

THENCE NORTH 89°22'55" WEST, 93.99 FEET;

THENCE SOUTH 58°06'24" WEST, 15.53 FEET;

THENCE PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27, SOUTH OF 00°37'05" WEST, 214.65 FEET TO THE NORTH RIGHT OF WAY OF CHURCH LAKE ROAD.

THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 89°22'55" WEST, 414.69 FEET TO THE POINT OF BEGINNING;

CONTAINING 307,401 SQUARE FEET

SITUATE IN THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON

EXHIBIT B - FINAL COST DATA AND INVENTORY

Page 1 of 2

Permit No. CIV-2013-00247
 Name of Project HEMMINGER PLAT

Per the request of the City of Bonney Lake the following information is furnished concerning final costs for improvements installed and turned over to the City for the above referenced project.

WATER SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

Amount	Unit	Size	Type	Item	Cost
1349	L.F. of	8"	= D.I.	Water Main	\$ \$62,054.00
	L.F. of		=	Water Main	\$
	L.F. of		=	Water Main	\$
	L.F. of		=	Water Main	\$
10	EACH of	8"	= Kennedy	Gate Valves	\$ \$15,000.00
1	EACH of		Air/Vac Release	Gate Valves	\$ \$3,500.00
1	EACH of		Sampling Station	Gate Valves	\$ \$5,000.00
3	EACH of		= M&H	Fire Hydrant Assemblies	\$ \$6,900.00
	Cost of Fire Hydrants must be listed separately				\$
	Includes Engineering and Sales Tax if applicable				\$
TOTAL COST FOR WATER SYSTEM					\$ \$92,454.00

SANITARY SEWER SYSTEM

Amount	Unit	Size	Type	Item	Cost
1128	L.F. of	8"	= PVC	Sewer Main	\$ \$68,875.00
	L.F. of		=	Sewer Main	\$
	L.F. of		=	Sewer Main	\$
5	EACH of		= 48"	Diameter Manholes	\$ \$15,000.00
	EACH of		=	Diameter Manholes	\$
	Includes Engineering and Sales Tax if applicable				\$
TOTAL COST FOR SANITARY SEWER SYSTEM					\$ \$83,875.00

EXHIBIT B – FINAL COST DATA AND INVENTORY

Page 2 of 2

STORM DRAINAGE SYSTEM

Amount	Unit	Size	Type	Item	Cost
1089	L.F. of	12"	= ADS	Storm Lines	\$ 45,700.00
100	L.F. of	12"	= D.I.	Storm Lines	\$ 4,582.00
3	EACH of	12"	=	Storm Inlet Outlet	\$ 6,900.00
9	EACH of		= Type 1	Storm Catch Basin	\$ 11,880.00
4	EACH of	48	= Type 2	Storm Catch Basin	\$ 18,250.00
1	"	54			
Includes Engineering and Sales Tax if applicable					\$
TOTAL COST FOR STORM DRAINAGE SYSTEM					\$ 87,312.00

STREET IMPROVEMENT

Item	Amount	Unit	Cost
Curb, Gutter, Sidewalk	2662	L.F. (Includes 350' frontage)	\$ 59,000.00
Asphalt Pavement	4339	(S.Y.) L.F. of _____ width	\$ 61,000.00
Sign Installation Complete	7	EACH (1 dead end, 2 stop, 4 street signs)	\$ 3,500.00

SIGNALIZATION

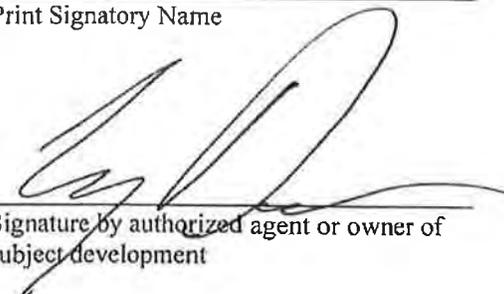
(Including Engineering Design Costs, City Permit Fees, WA State Sales Tax) \$

STREET LIGHTING

(Including Engineering Design Costs, City Permit Fees, WA State Sales Tax)
 Number of Poles 5 \$ 30,500.00

Phone 253-848-4282
 E-mail cdeaver@cesnwinc.com
 FAX 253-279-1371

Craig A. Deaver
 Print Signatory Name



Signature by authorized agent or owner of subject development

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

Department/Staff Contact: PW/Exec / John Woodcock/ Gary Leaf	Meeting/Workshop Date: 8 April 2014	Agenda Bill Number: AB14-42
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2369	Councilmember Sponsor: Donn Lewis

Agenda Subject: Design grant for 1.5 mile segment of Fennel Creek Trail Phase 2

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Local Agency Agreement With W.S.D.O.T. For The Fennel Creek Trail Phase 2 Design Grant.

Administrative Recommendation: Approve

Background Summary: Last month we received both State and Federal approval to move forward with a trail design grant that was tentatively awarded to the City to design a 1.5 mile segment of trail between the existing "Safe Routes Trail" and the Sumner-Buckley Highway. This is a substantial segment of trail. The design process will include identification of the most feasible path for the trail and which right-of-way (easements) will be needed. Once the right-of-way has been positively identified we can consider applying for grants for that next phase. The design phase is expected to cost \$342,763 and the City's match will be \$69,163. We expect the design work to start in 2014 and finish in 2015.

Attachments: Resolution 2369; Local Agency Agreement and Project Prospectus, and Map

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

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Community Development Date: 1 April 2014	<i>Approvals:</i> Councilmember Dan Swatman Councilmember Randy McKibbin Councilmember Jim Rackley	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</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>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
	Forward to:	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS			
Director: <i>Gary Leaf</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable):	Standard Agreement

RESOLUTION NO. 2369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A LOCAL AGENCY AGREEMENT WITH WSDOT FOR THE FENNEL CREEK TRAIL PHASE 2 DESIGN GRANT.

WHEREAS, the City Council desires to continue progress on the Fennel Creek Trail; and

WHEREAS, the City has been approved to receive a Federal grant to cover most of the expense of the design of a 1.5 mile segment of the trail between the “Safe Routes Trail” and the Sumner-Buckley Highway; and

WHEREAS, the State has now included this project in its Transportation Improvement Program; and

WHEREAS, a Local Agency Agreement with WSDOT is needed to proceed with the design phase;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached Local Agency Agreement with WSDOT for the Fennel Creek Trail phase 2 Design Grant.

PASSED BY THE CITY COUNCIL this 8th day of April, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

Local Agency Agreement

Agency City of Bonney Lake
Address 9002 Main Street E
Bonney Lake, WA 98391

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
Project No. _____
Agreement No. _____
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Fennel Creek Trail - Segment 2 Length 1.54 mi
 Termini 107th Street E to Sumner Buckley Highway

Description of Work

This grant will provide funding for the design of a portion of the Fennel Creek Trail for approximately 8,051 linear feet or 1.54 miles of trail. Trail width will be 10 feet constructed of permeable material. The design effort will also designate specific right-of-way needs that the City will acquire to implement the design.

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
<u>86.5</u> % a. Agency	0.00	0.00	0.00
b. Other Consultant	316,301.00	42,700.00	273,600.00
c. Other Eligible Non Fed Aid	16,462.00	16,462.00	
Federal Aid Participation Ratio for PE d. State	10,000.00	10,000.00	
e. Total PE Cost Estimate (a+b+c+d)	342,763.00	69,162.00	273,600.00
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract			
l. Other			
m. Other			
n. Other			
_____ % o. Agency			
Federal Aid Participation Ratio for CN p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	342,763.00	69,162.00	273,600.00

Agency Official

Washington State Department of Transportation

By _____

By _____

Title _____

Director of Highways and Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____ April 8, 2014, Resolution/Ordinance No. _____ 2369

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

Additional Provisions



Prefix	Route	()	Date	3/17/2014
Federal Aid Project Number			Central Contractor Registration Exp.Date	
Local Agency Project Number		(WSDOT Use Only)	Federal Employer Tax ID Number	91-075-3552

Agency City of Bonney Lake	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Fennel Creek Trail - Segment 2	Start Latitude N47.1795	Start Longitude W-122.1746	
	End Latitude N47.1605	End Longitude W-122.1811	
Project Termini From - To 107th Street E	Sumner Buckley Highway	Nearest City Name Bonney Lake	Project Zip Code 98391
From: N/A	To: 1.54 mi	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number 0105	County Number 27	County Name Pierce
			WSDOT Region Olympic Region
Congressional District WA-8	Legislative Districts 31	Urban Area Number	TMA / MPO / RTP PSRC

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$342,800	\$69,200	\$273,600	6	2014
R/W	\$500,000	\$500,000		6	2015
Const.	\$1,713,800	\$1,713,800		6	2016
Total	\$2,556,600	\$2,283,000	\$273,600		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width N/A	Number of Lanes N/A
----------------------	------------------------

The existing Fennel Creek Trail is composed of a 10 foot wide trail made of permeable asphalt. There is a spur trail that accesses a local school that is composed of a bridge and boardwalk section, switch back trail section composed of concrete steps and bark with a similar permeable asphalt trail connecting into an neighborhood sidewalk. This portion of the Fennel Creek Trail will be composed of a similar permeable asphalt trail 10 feet in width.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

This grant will provide funding for the design of a portion of the Fennel Creek Trail for approximately 8,051 linear feet or 1.54 miles of trail. Trail width will be 10 feet constructed of permeable material.

Local Agency Contact Person Gary Leaf	Title Facilities & Special Project Manager	Phone 253-447-3282
Mailing Address 9002 Main Street E	City Bonney Lake	State WA
		Zip Code 98391

Project Prospectus Approval

By _____

Title _____

Approving Authority _____

Date _____

Agency City of Bonney Lake	Project Title Fennel Creek Trail - Segment 2	Date 3/17/2014
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	10 feet	1 (trail)

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> <input type="checkbox"/> Major Collector <input type="checkbox"/> <input type="checkbox"/> Minor Collector <input type="checkbox"/> <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> <input type="checkbox"/> Major Collector <input type="checkbox"/> <input type="checkbox"/> Minor Collector <input type="checkbox"/> <input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant / City of Bonney Lake	Others 90 %	Agency 10 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency City of Bonney Lake	Project Title Fennel Creek Trail - Segment 2	Date 3/17/2014
-------------------------------	---	-------------------

Right of Way

<input type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Required <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
--	--	--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 None

FAA Involvement
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Bonney Lake

Date _____

By _____
 Mayor/Chairperson

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

Department/Staff Contact: Executive / Gary Leaf	Meeting/Workshop Date: 8 April 2014	Agenda Bill Number: AB14-43
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2370	Councilmember Sponsor: Councilmember Lewis

Agenda Subject: Concession Stand

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Bonney Lake Community Resources For Operation Of The Concession Stand At Allan Yorke Park .

Administrative Recommendation: Approve

Background Summary: For the past six years Bonney Lake Community Resources (AKA Bonney Lake Food Bank) has managed the City of Bonney Lake's concession stand at Allan Yorke Park. There has been no charge to BLCR to use the concession stand in the past. Due to BLCR's long track record of keeping the concession stand open throughout the Summer season and the agency's hiring of local youth for summer employment, staff recommends renewing this agreement and its terms for May 2014 through April 2015, with an automatic annual renewal unless either party gives notice of intent not to renew.
Attachments: Yes

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
-0-	-0-	-0-	-0-
Budget Explanation: City will continue to cover utilities and maintenance costs			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Finance Committee Date: 25 March 2014	Approvals: Chair/Councilmember Dan Swatman Councilmember Donn Lewis Councilmember Katrina Minton-Davis	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: N/A (if applicable):

RESOLUTION NO. 2370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH BONNEY LAKE COMMUNITY RESOURCES FOR OPERATION OF THE CONCESSION STAND AT ALLAN YORKE PARK.

WHEREAS, Bonney Lake Community Resources has satisfactorily operated the concession stand at Allan Yorke Park since 2007; and

WHEREAS, Bonney Lake Community Resources is a 501(c)3 nonprofit organization; and

WHEREAS, Bonney Lake Community Resources plans to continue to provide daily service throughout the summer months and hire local youth;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Agreement between the City of Bonney Lake and Bonney Lake Community Resources, attached hereto and incorporated herein by this reference.

PASSED BY THE CITY COUNCIL this 8th day of April, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

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

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

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

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

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

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

I. Grant, Term, and Operation of Concession

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

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

1.2 The term of the concession shall be from May 1, 2014, to April 30, 2015; provided, however, that this term shall be automatically extended for another year unless either party notifies the other, in writing, at least 90 days prior to expiration of the term of this agreement, of its desire to cancel the concession for the subsequent year. In the event of termination of this Agreement, for any reason, prior to the termination date specified in this section, no refund shall be made of any payment(s) already made pursuant to section 3.1 of this Agreement.

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

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

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

1.6 The Concessionaire shall work with the Facilities and Special Projects Manager to develop options for nonprofit service clubs to participate in concession stand operation during special events.

II. Required Level of Concession Services.

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

(1) Hours of Operation shall generally be **10:00 AM** till **8:00 PM** on days when the park facilities are in use or other special times as deemed necessary by the City, from May 1, 2014 through September 30, 2014 and at other times of the year for special events. Additional hours may be made available upon City of Bonney Lake approval. Weekdays before school is out may have later openings.

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

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

(g) Cheese Nachos

(h) Sandwiches

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

III. Responsibilities of Concessionaire

3.1 Concessionaire shall keep adequate records and make those records available to the City for purposes of verifying the gross revenue. Concessionaire shall furnish a statement of gross revenue and expenditures to the City by September 30, 2014. Concessionaire hereby authorizes the Tax Division of the State of Washington to release to the City of Bonney Lake, a statement of receipts from sales and services made at this concession as filed during the period of this contract.

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

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

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

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

3.5 Concessionaire agrees that all personnel will be required to and will comply with the "General Rules and Standards for Visitor Services" attached hereto and identified as Addendum

"A" to this contract. The "General Rules and Standards for Visitor Services" are hereby made a part of this contract.

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

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

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

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

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

IV. Non-Discrimination Policy

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

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

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

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

V. Termination by City

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

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

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

VI. Termination by Concessionaire

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

VII. No Assignment

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

VIII. Surrender

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

IX. Interpretive Provisions

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

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

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

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

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

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

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

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

ATTEST:

CITY OF BONNEY LAKE

Harwood T. Edvalson
City Clerk

Neil Johnson Jr.
Mayor

APPROVED AS TO FORM:

CONCESSIONAIRE

Kathleen Haggard,
City Attorney

Owner

**ADDENUM “A”
GENERAL RULES AND REGULATIONS
FOR VISITOR SERVICES
CITY OF BONNEY LAKE**

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

I. APPEARANCE

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

II. IDENTIFICATION

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

III. ATTITUDE AND MANNERISMS

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

IV. EMPLOYEE CONDUCT

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

V. OPERATIONS

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

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

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

City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: PW / Andrew Fonda	Meeting/Workshop Date: April 8, 2014	Agenda Bill Number: AB14-45
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2372	Councilmember Sponsor: Donn Lewis

Agenda Subject: Award contract to Archer Construction for the construction of Lakeridge 2 Water Main Extension Project.

Full Title/Motion:
 A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award Contract To Archer Construction For The Construction Of Lakeridge 2 Water Main Extension Project.

Administrative Recommendation: Approve

Background Summary: The City opened bids for the Lakeridge 2 Water Main Extension project (located on 84th Street Between 182nd and Locust) on March 19, 2014. Twelve Bids were received and Archer Construction was the apparent low bidder with a bid of \$598,114.74; 5% below the Engineer’s Estimate of \$629,720.55. Staff has determined that their proposal is consistent with the requirements of the contract and bid specifications.

Attachments: Resolution 2372, Bid Tabulation, Contract, Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$2,750,000	\$2,470,354	\$687,831.95	\$1,782,522.05
Budget Explanation:	401.073.034.594.34.63.04 Water CIP - Lakeridge 2 Water Main Upgrade & Booster Pump Station \$2,750,000 Council Approved 2014 Budget Construction contract amount: \$598,114.74 + 10% Contingency \$59,811.47 + 5% Project Mgt. \$29,905.74 = Total \$687,831.95 Revenue: Water SDC		

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee: Community Development	<i>Approvals:</i>		Yes	No
	Councilmember Dan Swatman		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Committee Date: April 1, 2014	Councilmember Randy McKibbin		<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember James Rackley		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Forwarded to:	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):

Meeting Date(s):

Tabled to:

APPROVALS

Director: Dan Grigsby

Mayor: Neil Johnson Jr.

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

RESOLUTION NO. 2372

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED THE LAKERIDGE 2 WATER MAIN EXTENSION CONTRACT TO ARCHER CONSTRUCTION INCORPORATED.

WHEREAS, the City Council approved the 2013-2014 Biennial Budget on December 11, 2012 per Ordinance 1447; and

WHEREAS, the 2013-2014 Biennial Budget provided funding for the Lakeridge 2 Water Main Extension Project; and

WHEREAS, the City Council approved the Lakeridge 2 Water Main Extension Project design contract on August 27, 2013 by Resolution 2317 with Parametrix, Inc. to prepare the plans, specifications, and engineering package for advertisement; and

WHEREAS, the City opened bids for the Lakeridge 2 Water Main Extension Project on March 19, 2014 and found the lowest responsible bidder to be Archer Construction, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Archer Construction, Inc. in the amount of \$598,114.74 which includes tax.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency (\$59,811.47) amount based on the contract bid amount as well as a 5% Construction Engineering (\$29,905.74) amount based on the contract bid.

PASSED by the City Council this 8th day of April, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

CONTRACT

THIS CONTRACT, is made and entered into this ____ day of _____, 20__ by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "Owner" and _____, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform the work, services and/or tasks set forth in this Agreement; and

WHEREAS the Owner has heretofore caused to be prepared certain plans and specifications described as the _____ and the Contractor did on the ____ day of _____, 2014, file with the Owner a proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the proposal; and

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

IT IS THEREFORE AGREED, first, the Contractor shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in the plans and specifications described as _____. It is agreed that a copy of said General Conditions and other Contract Documents filed with the Owner, as aforesaid, do, in all particulars, become a part of this Agreement by and between the parties hereto in all matters and things therein set forth and described;

AND FURTHER, that the Owner and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

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

CITY OF BONNEY LAKE

CONTRACTOR

Neil Johnson, Jr., Mayor

By: Wade Archer Wade Archer

Title: Pres

Date: _____

Date: 3-26-14

CITY OF BONNEY LAKE
Lakeridge 2 Water Main Extension

BID TABULATION					DATE 3/21/2014		Parametrix Engineers Estimate		Archer		T. Barger		BPCI	
ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Water Main Improvements														
1	1-04	Minor Change	1	FA	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
3	1-07	SPCC Plan	1	LS	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$550.00	\$550.00
4	1-09	Mobilization	1	LS	\$43,781.56	\$43,781.56	\$16,000.00	\$16,000.00	\$38,000.00	\$38,000.00	\$8,809.00	\$8,809.00	\$8,809.00	\$8,809.00
5	1-10	Traffic Control Supervisor	1	LS	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$7,672.00	\$7,672.00	\$7,672.00	\$7,672.00
6	1-10	Flaggers and Spotters	320	HR	\$45.00	\$14,400.00	\$42.00	\$13,440.00	\$40.00	\$12,800.00	\$48.00	\$15,360.00	\$48.00	\$15,360.00
7	1-10	Other Traffic Control Labor	20	HR	\$45.00	\$900.00	\$50.00	\$1,000.00	\$45.00	\$900.00	\$48.00	\$960.00	\$48.00	\$960.00
8	1-10	Other Temporary Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$959.00	\$959.00	\$959.00	\$959.00
9	2-01	Clearing and Grubbing	1	LS	\$20,000.00	\$20,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$500.00	\$500.00
11	2-02	Removing Drainage Structure	2	Each	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00	\$435.00	\$870.00	\$435.00	\$870.00
12	2-02	Removing Storm Pipe	395	LF	\$12.00	\$4,740.00	\$11.00	\$4,345.00	\$10.00	\$3,950.00	\$9.00	\$3,555.00	\$9.00	\$3,555.00
13	2-02	Removing Water Valve	8	Each	\$250.00	\$2,000.00	\$500.00	\$4,000.00	\$250.00	\$2,000.00	\$162.00	\$1,296.00	\$162.00	\$1,296.00
14	2-02	Removing Water Main	70	LF	\$10.00	\$700.00	\$20.00	\$1,400.00	\$10.00	\$700.00	\$19.00	\$1,330.00	\$19.00	\$1,330.00
15	2-02	Removing Cement Conc. Curb and Gutter	40	LF	\$30.00	\$1,200.00	\$15.00	\$600.00	\$8.00	\$320.00	\$5.00	\$200.00	\$5.00	\$200.00
16	2-02	Removing Cement Conc. Pavement	210	SY	\$15.00	\$3,150.00	\$18.00	\$3,780.00	\$20.00	\$4,200.00	\$26.00	\$5,460.00	\$26.00	\$5,460.00
17	2-03	Embankment Compaction	1125	CY	\$15.00	\$16,875.00	\$10.00	\$11,250.00	\$5.00	\$5,625.00	\$6.50	\$7,312.50	\$6.50	\$7,312.50
18	2-03	Gravel Borrow Incl. Haul	3,600	Ton	\$25.00	\$90,000.00	\$11.00	\$39,600.00	\$12.00	\$43,200.00	\$16.50	\$59,400.00	\$16.50	\$59,400.00
19	2-09	Trench Excavation Safety Systems	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
24	7-04	Corrugated Polyethylene Storm Sewer Pipe 6 In. Diam.	16	LF	\$25.00	\$400.00	\$32.00	\$512.00	\$25.00	\$400.00	\$45.00	\$720.00	\$45.00	\$720.00
25	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	370	LF	\$25.00	\$9,250.00	\$55.00	\$20,350.00	\$29.00	\$10,730.00	\$40.00	\$14,800.00	\$40.00	\$14,800.00
26	7-04	Corrugated Polyethylene Storm Sewer Pipe 15 In. Diam.	158	LF	\$25.00	\$3,950.00	\$55.00	\$8,690.00	\$49.50	\$7,821.00	\$56.00	\$8,848.00	\$56.00	\$8,848.00
27	7-04	Testing Storm Sewer Pipe	516	LF	\$2.00	\$1,032.00	\$3.00	\$1,548.00	\$3.00	\$1,548.00	\$2.00	\$1,032.00	\$2.00	\$1,032.00
28	7-05	Catch Basin Type 2 48 In. Diam.	5	Each	\$3,000.00	\$15,000.00	\$2,400.00	\$12,000.00	\$3,000.00	\$15,000.00	\$1,664.00	\$8,320.00	\$1,664.00	\$8,320.00
29	7-05	Connection to Drainage Structure	2	Each	\$350.00	\$700.00	\$1,500.00	\$3,000.00	\$750.00	\$1,500.00	\$688.00	\$1,376.00	\$688.00	\$1,376.00
30	7-05	Adjust Catch Basin	9	Each	\$350.00	\$3,150.00	\$275.00	\$2,475.00	\$500.00	\$4,500.00	\$200.00	\$1,800.00	\$200.00	\$1,800.00
31	7-08	Plugging Existing Pipe	1	Each	\$250.00	\$250.00	\$1,100.00	\$1,100.00	\$200.00	\$200.00	\$220.00	\$220.00	\$220.00	\$220.00
32	7-09	Class 50 Ductile Iron Pipe for Water Main 6 In. Diam.	8	LF	\$50.00	\$400.00	\$36.00	\$288.00	\$60.00	\$480.00	\$170.00	\$1,360.00	\$170.00	\$1,360.00
33	7-09	Class 50 Ductile Iron Pipe for Water Main 8 In. Diam.	12	LF	\$50.00	\$600.00	\$40.00	\$480.00	\$79.00	\$948.00	\$161.00	\$1,932.00	\$161.00	\$1,932.00
34	7-09	Class 50 Ductile Iron Pipe for Water Main 12 In. Diam.	1,903	LF	\$60.00	\$114,180.00	\$90.00	\$171,270.00	\$83.00	\$157,949.00	\$94.00	\$178,882.00	\$94.00	\$178,882.00
35	7-09	Blowoff Assembly	3	Each	\$2,500.00	\$7,500.00	\$2,000.00	\$6,000.00	\$3,722.00	\$11,166.00	\$1,704.00	\$5,112.00	\$1,704.00	\$5,112.00
36	7-12	Gate Valve 6-In.	2	Each	\$1,250.00	\$2,500.00	\$800.00	\$1,600.00	\$1,053.00	\$2,106.00	\$843.00	\$1,686.00	\$843.00	\$1,686.00
37	7-12	Gate Valve 8-In.	3	Each	\$1,500.00	\$4,500.00	\$1,100.00	\$3,300.00	\$1,395.00	\$4,185.00	\$1,176.00	\$3,528.00	\$1,176.00	\$3,528.00
38	7-12	Gate Valve 12-In.	7	Each	\$2,000.00	\$14,000.00	\$2,300.00	\$16,100.00	\$3,010.00	\$21,070.00	\$2,663.00	\$18,641.00	\$2,663.00	\$18,641.00
39	7-12	Air and Vacuum Release Valve 2 In.	1	Each	\$3,500.00	\$3,500.00	\$2,900.00	\$2,900.00	\$3,766.00	\$3,766.00	\$3,367.00	\$3,367.00	\$3,367.00	\$3,367.00
40	7-12	Adjust Water Valve	10	Each	\$350.00	\$3,500.00	\$275.00	\$2,750.00	\$400.00	\$4,000.00	\$157.00	\$1,570.00	\$157.00	\$1,570.00
41	7-15	Service Connection 1 In. Diam.	10	Each	\$1,500.00	\$15,000.00	\$1,100.00	\$11,000.00	\$1,705.00	\$17,050.00	\$2,456.00	\$24,560.00	\$2,456.00	\$24,560.00
42	8-01	Erosion/Water Pollution Control	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,665.00	\$1,665.00	\$1,665.00	\$1,665.00
43	8-01	Silt Fence	225	LF	\$2.50	\$562.50	\$4.00	\$900.00	\$5.00	\$1,125.00	\$7.00	\$1,575.00	\$7.00	\$1,575.00
44	8-04	Cement Conc. Traffic Curb and Gutter	40	LF	\$15.00	\$600.00	\$32.00	\$1,280.00	\$45.00	\$1,800.00	\$33.00	\$1,320.00	\$33.00	\$1,320.00
45	8-06	Cement Conc. Driveway	180	SY	\$35.00	\$6,300.00	\$42.00	\$7,560.00	\$75.00	\$13,500.00	\$40.00	\$7,200.00	\$40.00	\$7,200.00
47	8-14	Cement Conc. Sidewalk	23	SY	\$35.00	\$805.00	\$40.00	\$920.00	\$35.00	\$805.00	\$33.00	\$759.00	\$33.00	\$759.00
48	8-14	Cement Conc. Sidewalk Ramp Type Parallel A	2	Each	\$2,000.00	\$4,000.00	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00
					Construction Cost (Sched A)		\$439,426.06		\$401,838.00		\$422,344.00		\$429,406.50	
					WSST (6.8%)		\$38,669.49		\$35,361.74		\$37,166.27		\$37,787.77	
					TOTAL COST		\$478,095.55		\$437,199.74		\$459,510.27		\$467,194.27	
Schedule B - Roadway Restoration														
1-07		Property Restoration	1	LS	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$500.00	\$500.00
1-10		Traffic Control Supervisor	1	LS	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$500.00	\$500.00	\$7,672.00	\$7,672.00	\$7,672.00	\$7,672.00
1-10		Flaggers and Spotters	640	HR	\$45.00	\$28,800.00	\$42.00	\$26,880.00	\$40.00	\$25,600.00	\$48.00	\$30,720.00	\$48.00	\$30,720.00
1-10		Other Traffic Control Labor	40	HR	\$45.00	\$1,800.00	\$50.00	\$2,000.00	\$45.00	\$1,800.00	\$48.00	\$1,920.00	\$48.00	\$1,920.00
1-10		Other Temporary Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$959.00	\$959.00	\$959.00	\$959.00
2-01		Roadside Cleanup	1	FA	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
2-02		Removing Asphalt Conc. Pavement	150	SY	\$15.00	\$2,250.00	\$10.00	\$1,500.00	\$20.00	\$3,000.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
4-04		Crushed Surfacing Top Course	60	Ton	\$25.00	\$1,500.00	\$70.00	\$4,200.00	\$28.00	\$1,680.00	\$21.00	\$1,260.00	\$21.00	\$1,260.00
5-04		Planing Bituminous Pavement	2,780	SY	\$5.00	\$13,900.00	\$4.00	\$11,120.00	\$3.50	\$9,730.00	\$3.00	\$8,340.00	\$3.00	\$8,340.00
5-04		HMA CL 1/2 In. PG 64-22	794	Ton	\$100.00	\$79,400.00	\$100.00	\$79,400.00	\$115.00	\$91,310.00	\$91.00	\$72,254.00	\$91.00	\$72,254.00
6-02		Conc. Class EA	10	CY	\$300.00	\$3,000.00	\$500.00	\$5,000.00	\$350.00	\$3,500.00	\$446.00	\$4,460.00	\$446.00	\$4,460.00
8-13		Monument Case and Cover	7	Each	\$500.00	\$3,500.00	\$400.00	\$2,800.00	\$600.00	\$4,200.00	\$665.00	\$4,655.00	\$665.00	\$4,655.00
8-22		Plastic Stop Line	29	LF	\$25.00	\$725.00	\$35.00	\$1,015.00	\$10.00	\$290.00	\$27.00	\$783.00	\$27.00	\$783.00
8-22		Plastic Crosswalk Line	375	SF	\$10.00	\$3,750.00	\$20.00	\$7,500.00	\$5.00	\$1,875.00	\$11.00	\$4,125.00	\$11.00	\$4,125.00
					Construction Cost (Sched B)		\$151,625.00		\$160,915.00		\$150,985.00		\$142,696.00	
					TOTAL COST (Sched. A+B)		\$629,720.55		\$598,114.74		\$610,495.27		\$609,892.27	

PAPE		TITAN		3 KINGS		KAR-VEL		PACIFIC		HOFFMAN		ICON		NOVA		NW CASCADE	
UNIT PRICE	TOTAL COST																
\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$700.00	\$700.00	\$725.00	\$725.00	\$750.00	\$750.00	\$5,000.00	\$5,000.00	\$600.00	\$600.00	\$100.00	\$100.00
\$20,000.00	\$20,000.00	\$14,861.52	\$14,861.52	\$40,000.00	\$40,000.00	\$51,000.00	\$51,000.00	\$23,780.00	\$23,780.00	\$35,750.00	\$35,750.00	\$25,000.00	\$25,000.00	\$42,000.00	\$42,000.00	\$19,700.00	\$19,700.00
\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00	\$1,560.00	\$1,560.00	\$100.00	\$100.00	\$2,265.00	\$2,265.00	\$3,000.00	\$3,000.00	\$4,410.00	\$4,410.00	\$900.00	\$900.00	\$3,300.00	\$3,300.00
\$47.00	\$15,040.00	\$45.00	\$14,400.00	\$47.00	\$15,040.00	\$10.00	\$3,200.00	\$42.74	\$13,676.80	\$42.00	\$13,440.00	\$49.00	\$15,680.00	\$32.00	\$10,240.00	\$52.60	\$16,832.00
\$47.00	\$940.00	\$45.00	\$900.00	\$57.00	\$1,140.00	\$10.00	\$200.00	\$56.60	\$1,132.00	\$42.00	\$840.00	\$49.00	\$980.00	\$32.00	\$640.00	\$65.00	\$1,300.00
\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$4,850.00	\$4,850.00	\$1,500.00	\$1,500.00	\$5,320.00	\$5,320.00	\$9,000.00	\$9,000.00	\$37,000.00	\$37,000.00
\$2,000.00	\$2,000.00	\$2,163.00	\$2,163.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$6,800.00	\$6,800.00	\$15,775.00	\$15,775.00	\$2,410.00	\$2,410.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00
\$450.00	\$900.00	\$966.00	\$1,932.00	\$1,835.00	\$3,670.00	\$800.00	\$1,600.00	\$360.00	\$720.00	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00	\$300.00	\$600.00	\$430.00	\$860.00
\$8.00	\$3,160.00	\$9.00	\$3,555.00	\$9.00	\$3,555.00	\$31.00	\$12,245.00	\$10.00	\$3,950.00	\$10.25	\$4,048.75	\$7.50	\$2,962.50	\$10.00	\$3,950.00	\$54.00	\$21,330.00
\$125.00	\$1,000.00	\$49.50	\$396.00	\$300.00	\$2,400.00	\$150.00	\$1,200.00	\$225.00	\$1,800.00	\$230.00	\$1,840.00	\$225.00	\$1,800.00	\$100.00	\$800.00	\$280.00	\$2,240.00
\$12.00	\$840.00	\$18.00	\$1,260.00	\$5.00	\$350.00	\$14.00	\$980.00	\$27.00	\$1,890.00	\$10.25	\$717.50	\$7.50	\$525.00	\$10.00	\$700.00	\$61.00	\$4,270.00
\$8.80	\$352.00	\$23.00	\$920.00	\$4.00	\$160.00	\$10.00	\$400.00	\$7.00	\$280.00	\$15.00	\$600.00	\$5.00	\$200.00	\$10.00	\$400.00	\$8.00	\$320.00
\$18.50	\$3,885.00	\$11.00	\$2,310.00	\$12.00	\$2,520.00	\$3.00	\$630.00	\$6.00	\$1,260.00	\$19.00	\$3,990.00	\$6.50	\$1,365.00	\$10.00	\$2,100.00	\$12.50	\$2,625.00
\$18.00	\$20,250.00	\$1.00	\$1,125.00	\$7.00	\$7,875.00	\$1.00	\$1,125.00	\$7.90	\$8,887.50	\$6.00	\$6,750.00	\$3.50	\$3,937.50	\$19.00	\$21,375.00	\$29.00	\$32,625.00
\$12.00	\$43,200.00	\$1.00	\$3,600.00	\$12.00	\$43,200.00	\$1.00	\$3,600.00	\$11.90	\$42,840.00	\$13.25	\$47,700.00	\$14.00	\$50,400.00	\$26.00	\$93,600.00	\$0.01	\$36.00
\$2,500.00	\$2,500.00	\$7,328.00	\$7,328.00	\$4,725.00	\$4,725.00	\$2,700.00	\$2,700.00	\$7,400.00	\$7,400.00	\$2,500.00	\$2,500.00	\$1,530.00	\$1,530.00	\$4,000.00	\$4,000.00	\$18,400.00	\$18,400.00
\$61.50	\$984.00	\$62.00	\$992.00	\$40.00	\$640.00	\$30.00	\$480.00	\$25.50	\$408.00	\$34.00	\$544.00	\$43.00	\$688.00	\$40.00	\$640.00	\$58.00	\$928.00
\$55.50	\$20,535.00	\$55.00	\$20,350.00	\$40.00	\$14,800.00	\$44.00	\$16,280.00	\$42.00	\$15,540.00	\$56.50	\$20,905.00	\$64.00	\$23,680.00	\$50.00	\$18,500.00	\$63.50	\$23,495.00
\$62.00	\$9,796.00	\$58.00	\$9,164.00	\$45.00	\$7,110.00	\$52.00	\$8,216.00	\$72.70	\$11,486.60	\$55.00	\$8,690.00	\$62.00	\$9,796.00	\$60.00	\$9,480.00	\$80.00	\$12,640.00
\$3.50	\$1,806.00	\$2.50	\$1,290.00	\$4.00	\$2,064.00	\$3.00	\$1,548.00	\$3.00	\$1,548.00	\$3.50	\$1,806.00	\$2.00	\$1,032.00	\$2.00	\$1,032.00	\$4.25	\$2,193.00
\$2,950.00	\$14,750.00	\$3,965.00	\$19,825.00	\$3,395.00	\$16,975.00	\$2,200.00	\$11,000.00	\$3,300.00	\$16,500.00	\$4,075.00	\$20,375.00	\$2,840.00	\$14,200.00	\$4,000.00	\$20,000.00	\$2,150.00	\$10,750.00
\$350.00	\$700.00	\$1,240.00	\$2,480.00	\$2,430.00	\$4,860.00	\$600.00	\$1,200.00	\$1,500.00	\$3,000.00	\$600.00	\$1,200.00	\$1,070.00	\$2,140.00	\$1,200.00	\$2,400.00	\$1,850.00	\$3,700.00
\$500.00	\$4,500.00	\$428.00	\$3,852.00	\$650.00	\$5,850.00	\$300.00	\$2,700.00	\$219.00	\$1,971.00	\$300.00	\$2,700.00	\$285.00	\$2,565.00	\$600.00	\$5,400.00	\$415.00	\$3,735.00
\$250.00	\$2,500.00	\$1,200.00	\$1,200.00	\$265.00	\$265.00	\$900.00	\$900.00	\$160.00	\$160.00	\$160.00	\$160.00	\$1,020.00	\$1,020.00	\$300.00	\$300.00	\$200.00	\$200.00
\$180.00	\$1,440.00	\$141.00	\$1,128.00	\$100.00	\$800.00	\$140.00	\$1,120.00	\$119.00	\$952.00	\$130.00	\$1,040.00	\$535.00	\$4,280.00	\$40.00	\$320.00	\$214.00	\$1,712.00
\$155.00	\$1,860.00	\$103.00	\$1,236.00	\$100.00	\$1,200.00	\$116.00	\$1,392.00	\$97.30	\$1,167.60	\$110.00	\$1,320.00	\$430.00	\$5,160.00	\$50.00	\$600.00	\$135.00	\$1,620.00
\$71.00	\$135,113.00	\$92.00	\$175,076.00	\$90.00	\$171,270.00	\$121.00	\$230,263.00	\$106.45	\$202,574.35	\$79.00	\$150,337.00	\$70.00	\$133,210.00	\$60.00	\$114,180.00	\$83.00	\$157,949.00
\$2,000.00	\$6,000.00	\$2,346.00	\$7,038.00	\$2,475.00	\$7,425.00	\$2,500.00	\$7,500.00	\$2,365.00	\$7,095.00	\$2,830.00	\$8,490.00	\$2,860.00	\$8,580.00	\$2,000.00	\$6,000.00	\$2,800.00	\$8,400.00
\$950.00	\$1,900.00	\$831.00	\$1,662.00	\$1,290.00	\$2,580.00	\$900.00	\$1,800.00	\$907.00	\$1,814.00	\$975.00	\$1,950.00	\$980.00	\$1,960.00	\$1,000.00	\$2,000.00	\$1,125.00	\$2,250.00
\$1,100.00	\$3,300.00	\$1,162.00	\$3,486.00	\$1,685.00	\$5,055.00	\$1,200.00	\$3,600.00	\$1,355.00	\$4,065.00	\$1,300.00	\$3,900.00	\$1,510.00	\$4,530.00	\$2,000.00	\$6,000.00	\$1,450.00	\$4,350.00
\$1,865.00	\$13,055.00	\$2,745.00	\$19,215.00	\$2,710.00	\$18,970.00	\$2,500.00	\$17,500.00	\$2,470.00	\$17,290.00	\$2,300.00	\$16,100.00	\$2,480.00	\$17,360.00	\$3,000.00	\$21,000.00	\$2,600.00	\$18,200.00
\$4,400.00	\$4,400.00	\$4,544.00	\$4,544.00	\$3,205.00	\$3,205.00	\$3,400.00	\$3,400.00	\$2,500.00	\$2,500.00	\$4,350.00	\$4,350.00	\$4,160.00	\$4,160.00	\$3,000.00	\$3,000.00	\$4,800.00	\$4,800.00
\$750.00	\$7,500.00	\$295.00	\$2,950.00	\$165.00	\$1,650.00	\$100.00	\$1,000.00	\$70.00	\$700.00	\$205.00	\$2,050.00	\$190.00	\$1,900.00	\$300.00	\$3,000.00	\$350.00	\$3,500.00
\$2,700.00	\$27,000.00	\$2,940.00	\$29,400.00	\$1,495.00	\$14,950.00	\$2,400.00	\$24,000.00	\$1,125.00	\$11,250.00	\$2,665.00	\$26,650.00	\$2,610.00	\$26,100.00	\$1,000.00	\$10,000.00	\$2,350.00	\$23,500.00
\$3,150.00	\$3,150.00	\$9,048.00	\$9,048.00	\$265.00	\$265.00	\$1,500.00	\$1,500.00	\$2,570.00	\$2,570.00	\$6,500.00	\$6,500.00	\$2,810.00	\$2,810.00	\$900.00	\$900.00	\$22,000.00	\$22,000.00
\$4.50	\$1,012.50	\$4.50	\$1,012.50	\$4.00	\$900.00	\$3.00	\$675.00	\$6.00	\$1,350.00	\$5.00	\$1,125.00	\$8.00	\$1,800.00	\$2.00	\$450.00	\$5.00	\$1,125.00
\$42.00	\$1,680.00	\$36.00	\$1,440.00	\$25.00	\$1,000.00	\$25.00	\$1,000.00	\$38.10	\$1,524.00	\$38.00	\$1,520.00	\$37.00	\$1,480.00	\$30.00	\$1,200.00	\$41.00	\$1,640.00
\$74.00	\$13,320.00	\$53.00	\$9,540.00	\$54.00	\$9,720.00	\$65.00	\$11,700.00	\$46.45	\$8,361.00	\$45.00	\$8,100.00	\$165.00	\$29,700.00	\$50.00	\$9,000.00	\$73.00	\$13,140.00
\$40.00	\$920.00	\$122.00	\$2,806.00	\$105.00	\$2,415.00	\$80.00	\$1,840.00	\$42.30	\$972.90	\$38.00	\$874.00	\$175.00	\$4,025.00	\$40.00	\$920.00	\$65.00	\$1,495.00
\$1,550.00	\$3,100.00	\$1,415.00	\$2,830.00	\$1,175.00	\$2,350.00	\$1,500.00	\$3,000.00	\$1,405.00	\$2,810.00	\$1,365.00	\$2,730.00	\$2,670.00	\$5,340.00	\$1,500.00	\$3,000.00	\$1,525.00	\$3,050.00
\$417,638.50	\$407,815.02	\$442,014.00	\$452,294.00	\$454,865.75	\$448,817.25	\$446,036.00	\$448,227.00	\$510,310.00	\$510,310.00	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17
\$36,752.19	\$35,887.72	\$38,897.23	\$39,801.87	\$39,801.87	\$40,028.19	\$39,495.92	\$39,251.17	\$39,443.98	\$44,907.28	\$44,907.28	\$44,907.28	\$44,907.28	\$44,907.28	\$44,907.28	\$44,907.28	\$44,907.28	\$44,907.28
\$454,390.69	\$443,702.74	\$480,911.23	\$492,095.87	\$494,893.94	\$488,313.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17	\$485,287.17
\$11,500.00	\$11,500.00	\$8,872.00	\$8,872.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00	\$10,550.00	\$10,550.00	\$3,530.00	\$3,530.00	\$20,000.00	\$20,000.00	\$16,650.00	\$16,650.00
\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00	\$1,560.00	\$1,560.00	\$100.00	\$100.00	\$2,265.00	\$2,265.00	\$4,000.00	\$4,000.00	\$4,410.00	\$4,410.00	\$900.00	\$900.00	\$3,300.00	\$3,300.00
\$47.00	\$30,080.00	\$45.00	\$28,800.00	\$47.00	\$30,080.00	\$10.00	\$6,400.00	\$42.74	\$27,353.60	\$42.00	\$26,880.00	\$49.00	\$31,360.00	\$32.00	\$20,480.00	\$52.60	\$33,664.00
\$47.00	\$1,880.00	\$45.00	\$1,800.00	\$57.00	\$2,280.00	\$10.00	\$400.00	\$56.60	\$2,264.00	\$42.00	\$1,680.00	\$49.00	\$1,960.00	\$32.00	\$1,280.00	\$65.00	\$2,600.00
\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,695.00	\$2,695.00	\$1,500.00	\$1,500.00	\$5,320.00	\$5,320.00	\$9,000.00	\$9,000.00	\$37,000.00	\$37,000.00
\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
\$12.00	\$1,800.00	\$35.00	\$5,250.00	\$9.00	\$1,350.00	\$5.00	\$750.00	\$7.00	\$1,050.00	\$7.00	\$1,050.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00	\$10.50	\$1,575.00
\$28.00	\$1,680.00	\$50.00	\$3,000.00	\$57.00	\$3,420.00	\$14.00	\$840.00	\$31.80	\$1,908.00	\$34.50	\$2,070.00	\$88.00	\$5,280.00	\$60.00	\$3,600.00	\$70.00	\$4,200.00
\$5.40	\$15,012.00	\$6.03	\$16,763.40	\$5.00	\$13,900.00	\$3.70	\$10,286.00	\$4.80	\$13,344.00	\$3.90	\$10,842.00	\$5.00	\$13,900.00	\$4.00	\$11,120.00	\$3.50	\$9,730.00
\$93.00	\$73,842.00	\$112.00	\$88,928.00	\$90.00	\$71,460.00	\$118.00	\$93,692.00	\$91.20	\$72,412.80								

LAKERIDGE 2 WATER MAIN EXTENSION PROJECT

VICINITY MAP



Map Legend

Roads

County - 2011 - Ortho



Scale 1:5,924

0 250 500 ft.



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 orthophotos and other data may not align. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. Pierce County makes no warranty of fitness for a particular purpose.

Printed: 3/25/14 12:00 PM

City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: PW / Andrew Fonda	Meeting/Workshop Date: April 8, 2014	Agenda Bill Number: AB14-50
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2375	Councilmember Sponsor: Donn Lewis

Agenda Subject: Authorize the contract with Parametrix for Construction Staking on the Lakeridge 2 Water Main Extension Project.

Full Title/Motion:
 A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize The Contract With Parametrix For Construction Staking on Lakeridge 2 Water Main Extension Project

Administrative Recommendation:
 Approve

Background Summary:
 The City has the responsibility to identify Survey locations for the contractor on the Lakeridge 2 Water Main Extension Project, and the as-built information for the City’s files. The City has approved a 5% Construction Engineering (\$29,905.74) allocation from the original construction contract toward construction staking per Resolution 2372.
Attachments: Resolution; Contract; Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$2,750,000	\$1,782,522.05	\$18,809.80	\$1,763,712.25
Budget Explanation:	401.073.034.594.34.63.04 Water CIP – Lakeridge 2 Water Main Upgrade & Booster Pump Station \$2,750,000 Council Approved 2014 Budget 5% Project Mgt. approved in Resolution 2372 for this project		

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee:	Community Development	<i>Approvals:</i>	Yes	No
		Councilmember Donn Lewis	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Committee Date:	April 1, 2014	Councilmember Randy McKibbin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember James Rackley	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Forwarded to:		Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to:

APPROVALS		
Director: Dan Grigsby	Mayor: Neil Johnson Jr.	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2375

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH PARAMETRIX ENGINEERING FOR THE CONSTRUCTION STAKING OF THE LAKERIDGE 2 WATER MAIN EXTENSION PROJECT

WHEREAS, the City has approved by Resolution 2372 the agreement with Archer Construction, Inc. for the construction of Lakeridge 2 Water Main Extension Project; and

WHEREAS, the City has the responsibility to identify Survey locations for the contractor on the Lakeridge 2 Water Main Extension Project, and the as-built information for the City's files; and

WHEREAS, the City has approved a 5% Construction Engineering (\$29,905.74) allocation from the original design contract toward construction staking per Resolution 2372; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with Parametrix Engineering for the construction staking of Lakeridge 2 Water Main Extension Project in the amount of \$18,809.80

PASSED by the City Council this 8th day of April, 2014.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

PROFESSIONAL SERVICES AGREEMENT
Lakeridge 2 Water Main Extension – Construction Staking

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2014, by and between the City of Bonney Lake (“City”) and Parametrix, Inc. (“Consultant”).

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

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

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and

all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

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

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

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

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be

terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

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

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

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent 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. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The

agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT (Parametrix, Inc.)

By: _____
Neil Johnson Jr., Mayor

By:  _____
Austin R. Fisher, P.E.
Sr. Consultant

Attachments:

Exhibit A: Scope of Work/Deliverables/Fee

Exhibit B: Rates

EXHIBIT A: SCOPE OF WORK/DELIVERABLES/FEE

The Consultant shall perform the following services as directed by the City:

See Scope of Work and Budget Estimate on the following pages.

SCOPE OF WORK

City of Bonney Lake

Lakeridge 2 Water Main Extension – Construction Staking

PROJECT OVERVIEW

The City of Bonney Lake (City) contracted with Parametrix to complete Phase 1 of the Lakeridge 2 Water Main Extension project. The project is ready for construction and the City is requesting that Parametrix perform construction staking services as detailed below.

SCHEDULE

Phase 2 will be complete by August 31, 2014.

PHASE 2 – CONSTRUCTION SERVICES

Task 1 – Project Management

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

Assumptions: Following are the assumptions for Task 1:

- A 5-month project schedule is assumed.
- One kick-off meeting at the City of Bonney Lake Public Works Center is included in the budget.

Deliverables: Following are the deliverables for Task 1:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.

Task 2 – Construction Staking

Goal: To perform construction staking services for the Lakeridge 2 Water Main Extension Project.

Approach: Construction staking will be completed as follows:

1. Identify demolition limits, including saw-cut lines, limits of concrete removal, butt joints, and edge-of-grind as identified by station and offset per improvement plans.
2. Provide one set of offset stakes for alignment, grade, valves, meter locations and other waterline appurtenances as referenced on improvement plans.
3. Provide cut-sheets for waterline identifying station, offset, and design grade with cut or fill to invert of waterline.

4. Provide one set of offset stakes for alignment and grade of storm structures (No. 1 through No. 5). Double offsets will be set at each new structure.
5. Provide cut-sheets for storm drainage identifying station, offset, and design grade with cut or fill to invert of pipe and rim of structure.
6. Provide up to 6 grade stakes (one time only) marked to finish grade for filling of pond located in the northwest quadrant of 84th Street E and 184th Avenue E.
7. Reference and perpetuate found monuments along the centerline of 84th Street E (total count 8). Prepare Monument Destruction Permits for each monument and submit to Washington State Department of Natural Resources (DNR).
8. Once the asphalt overlay is completed, Parametrix will re-establish those monuments destroyed during construction. Survey crews will reference the monument positions with 2-ft straddles allowing the contractor to raise or replace the monuments. After all monuments have been set or raised, survey crews will return to each adjusted or newly set monument and, punch the position of the monument as defined by the straddles.
9. A monument completion report will be prepared showing what was replaced or current and forwarded to the DNR.

Assumptions: Following are the assumptions for Task 2:

- The Contractor will coordinate directly with Parametrix for staking requests and provide a minimum of 48 hours' notice.
- Parametrix will coordinate directly with the DNR for the monument permits.
- Property corners will not be set, nor will a Record of Survey be prepared.

Deliverables: Following are the deliverables for Task 2:

- Cut sheets provided to the Contractor and City as listed in the scope of work.
- Monument permits and figures supplied to the DNR.
- Construction stakes in the ground for the Contractor.

Client: City of Bonney Lake
 Project: Lakeridge 2 Water Main Extension
 Project No: 216-1611-054

Budget Estimate
Lakeridge 2 Construction Services

John L. Wright	David A. Ironmonger	Scott D. Spees	Robert J. Spiers	Christy Pope	Cheri A. Pessemer
Sr Engineer	Sr Surveyor	Surveyor III	Surveyor II	Project Controls Specialist	Project Accountant

Burdened Rates:

Phase	Task	Description	Labor Dollars	Labor Hrs	\$160.00	\$150.00	\$110.00	\$90.00	\$110.00	\$95.00
02		Construction Services								
	01	Project Management	\$1,350.00	10	4	2			2	2
	02	Construction Staking								
		<i>Saw-Cut & Demo Limits</i>	<i>\$2,400.00</i>	<i>24</i>			<i>12</i>	<i>12</i>		
		<i>Stake Waterline</i>	<i>\$4,800.00</i>	<i>48</i>			<i>24</i>	<i>24</i>		
		<i>Cut Sheets</i>	<i>\$1,320.00</i>	<i>12</i>			<i>12</i>			
		<i>Storm Drainage</i>	<i>\$1,600.00</i>	<i>16</i>			<i>8</i>	<i>8</i>		
		<i>Grading Pond Site</i>	<i>\$800.00</i>	<i>8</i>			<i>4</i>	<i>4</i>		
		<i>Monument References</i>	<i>\$3,200.00</i>	<i>32</i>			<i>16</i>	<i>16</i>		
		<i>Monument Permits</i>	<i>\$2,400.00</i>	<i>16</i>		<i>16</i>				
	EXP	Expenses	(see below)							
Labor Totals:			\$17,870.00	166	4	18	76	64	2	2

DIRECT EXPENSES:

Description	Amount
B & W 8.5 x 11	\$10.00
B & W 11 x 17	\$10.00
Mileage (180 miles @ \$0.56/mile)	\$100.80
WA Survey Equipment (9 days @ \$66/day)	\$594.00
Wa Survey Vehicle (9 days @ \$25/day)	\$225.00
Expense Total:	\$939.80

Project Total: \$18,809.80

EXHIBIT B: RATES

See attached Parametrix Category Billing Rates and In-House Equipment Rates.

Parametrix Category Billing Rates - October 1, 2013 through September 30, 2014

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$80	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$90	Planner I	10	\$90
CADD Operator III	11	\$110	Planner II	11	\$105
CADD Supervisor/Technical Lead	12	\$125	Planner III	12	\$120
CADD Services Manager	14	\$135	Planner III	13	\$125
			Planner IV	14	\$140
Designer I	10	\$100	Sr. Planner	15	\$155
Designer II	11	\$110	Sr. Planner	16	\$175
Designer III	12	\$125	Sr. Planner	17	\$195
Designer III	13	\$140			
Designer IV	14	\$145	Jr. Scientist/Biologist	8/9	\$80
Sr. Designer	15	\$160	Scientist/Biologist I	10	\$85
Sr. Designer	16	\$170	Scientist/Biologist II	11	\$110
Sr. Designer	17	\$180	Scientist/Biologist III	12	\$115
			Scientist/Biologist III	13	\$125
Engineering Technician I	8	\$80	Scientist/Biologist IV	14	\$135
Engineering Technician II	9	\$90	Sr. Scientist/Biologist	15	\$160
Engineer I	10	\$100	Sr. Scientist/Biologist	16	\$170
Engineer II	11	\$110	Sr. Scientist/Biologist	17	\$180
Engineer III	12	\$125			
Engineer III	13	\$135	Environmental Technician I	8	\$90
Engineer IV	14	\$145	Environmental Technician II	9	\$95
Sr. Engineer	15	\$160	Environmental Technician III	10	\$100
Sr. Engineer	16	\$175			
Sr. Engineer	17	\$190	Hydrogeologist I	10	\$100
Sr. Consultant	18	\$215	Hydrogeologist II	11	\$105
Sr. Consultant	19	\$225	Hydrogeologist III	12/13	\$115
			Hydrogeologist IV	14	\$130
Jr. Surveyor	8	\$70	Sr. Hydrogeologist	15	\$150
Surveyor I	9	\$85	Sr. Hydrogeologist	16	\$175
Surveyor II	10	\$90	Sr. Hydrogeologist	17	\$180
Surveyor III	11	\$110			
Sr. Surveyor	12	\$125	GIS Technician	9	\$90
Sr. Surveyor	13/14	\$150	GIS Analyst	10	\$95
Survey Supervisor	15	\$160	Sr. GIS Analyst	11	\$100
Sr. Surveyor for Operations	17	\$175			
Survey Prevailing Wage*			Graphic Designer	11	\$90
			Sr. Graphic Designer	12	\$110
Construction Technician I	8/9	\$90			
Construction Technician II	10	\$105	Technical Aide	7	\$70
Construction Technician III	11	\$120	Sr. Technical Aide	8	\$80
Construction Technician IV	12	\$130	Project Coordinator	9	\$95
Sr. Construction Technician	13	\$140	Sr. Project Coordinator	10	\$100
Construction Manager I	11	\$110	Project Controls Specialist	11	\$110
Construction Manager II	12	\$130	Sr. Project Controls Specialist	12	\$120
Construction Manager III	13	\$140			
Construction Manager IV	14	\$145	Project Accountant	9	\$95
Sr. Construction Manager	15	\$155	Sr. Project Accountant	10	\$105
Sr. Construction Manager	16	\$165	Sr. Accounting Specialist	10	\$100
Sr. Construction Manager	17/18	\$195	Sr. Contract Administrator	11	\$125
Division Manager	16/17	\$195			
Division Manager	18/19	\$210	Office Clerk	4	\$55
Operations Manager	17/18	\$200	Receptionist	6	\$65
Program Manager	19	\$220	Admin Assistant	6	\$65
Program Manager	20	\$250	Admin Assistant	7	\$70
Principal Consultant	19	\$230	Sr Admin Assistant	8	\$80
Principal Consultant	20	\$250	Sr Admin Assistant	9	\$90
Principal	19/20	\$225	Office Administrator	10/11	\$100
			Sr. Office Administrator	12/13	\$125
			Office Administrative Manager	14/15	\$145
Publications Specialist I	9	\$85			
Publications Specialist II	10	\$95	Expert Witness		\$350
Sr. Publications Specialist	11	\$105			
Technical Editor	10	\$110			
Publications Supervisor	12	\$115			

Direct project expenses and reproduction costs are billed at cost plus 15%

Public hearing testimony services are billed at hourly rates plus 30%

* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.

PARAMETRIX, INC.
IN-HOUSE EQUIPMENT
GOVERNMENT (FAR COMPLIANT) RATES
Effective January 2014

Equipment Item	Rate	Category
----------------	------	----------

Mileage

Vehicle Mileage for Employee Travel	Current IRS Rate on date of travel *	Rate per mile
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Per Diem

Meals and Lodging for Employee Travel	NTE Current GSA Rate on date of travel *	Rate per day
---------------------------------------	--	--------------

Copying/Printing

Copies/Prints (B/W or Color)

8 x 11	11 x 17
\$0.10 / click Single	\$0.20 / click Single
\$0.20 / click Duplex	\$0.40 / click Duplex

Plotters

Bond/Mylar	\$0.52 per sq ft
------------	------------------

Survey Equipment

Survey Equipment	\$66 / per day
Vehicle Day Rate (plus vehicle mileage)	<u>\$25 / per day</u>
Total Daily Rate	\$91 / per day

All other direct costs such as parking, transportation fares, postage, delivery, reproduction costs, equipment rental and supplies will be billed at cost without markup.

* See www.irs.gov for current mileage rate.
 See www.gsa.gov for current per diem rates

LAKERIDGE 2 WATER MAIN EXTENSION PROJECT

VICINITY MAP



Map Legend

Roads

County - 2011 - Ortho



Scale 1:5,924

0 250 500 ft.



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 orthophotos and other data may not align. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. Pierce County makes no warranty of fitness for a particular purpose.

Printed: 3/25/14 12:00 PM

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

Department/Staff Contact: Police / Chief Dana Powers	Meeting/Workshop Date: 8 April 2014	Agenda Bill Number: AB14-46
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2373	Councilmember Sponsor: Tom Watson

Agenda Subject: Approval of accepting 26 portable APX 7000 radios from the Pierce County Department of Emergency Management as part of the Department of Homeland Security Equipment Program FY2009 PSGP.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Accept 26 Portable Apx 7000 Radios From Pierce County Department Of Emergency Management As Part Of The Department Of Homeland Security Equipment Program Fy2009 Psgp.

Administrative Recommendation: Approve.

Background Summary: The Police Department has partnered with Pierce County Department of Emergency Management as part of the the Department of Homeland Security Equipment Program FY2009 PSGP. The police department has received 26 APX 7000 portable radios to their inventory. The radios will help our department communicate with area police and sheriff departments in Pierce County due to their tri-band capability. The radio's total \$133,995.72 and will be inventoried at the police department and handed out to patrol. The grant will not require a report of use from the Bonney Lake Police Department.

Attachments: Attachment A

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
0	0	0	0

Budget Explanation: No Budget Impact to this agreement.

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review: Public Safety Committee	<i>Approvals:</i>		Yes No
Date:	Chair/Councilmember Tom Watson	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Mark Hamilton	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember James Rackely	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent		
	Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 8 April 2014	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney:

(if applicable):

RESOLUTION NO. 2373

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR ACCEPT 26 APX 7000 RADIOS FROM THE DEPARTMENT OF EMERGENCY MANAGEMENT AS PART OF THE DEPARTMENT OF HOMELAND SECURITY EQUIPMENT PROGRAM FY2009 PSGP.

WHEREAS, Bonney Lake Police Department requires officers to carry portable radios while on duty; and

WHEREAS, the Department of Emergency Management as part of the Department of Homeland Security Equipment program FY2009 PSGP has given the Bonney Lake Police Department 26 portable APX 7000 radios; and

WHEREAS, it is understood that the Bonney Lake Police Department will be responsible for the licensing, maintenance, training, storage, proper inventory and use of the 26 APX 7000 portable radios.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to accept the 26 APX 7000 portable radios to be used by the Bonney Lake Police Department.

PASSED BY THE CITY COUNCIL this 8th day of April, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

ATTACHMENT A - HAND RECEIPT
1200111

Subgrantee Organization: Bonney Lake Police Department

I hereby acknowledge receipt of the following equipment from Pierce County Department of Emergency Management as part of the Department of Homeland Security Equipment Program FY2009 PSGP.

Date Rec'd	Description	PO #	Model/Part #	Serial #	Barcode	Qty	Unit Price	Tax (9.5%)	Total Price Per Unit	Extended Price	Pierce County Program
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3716	60185	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3715	60186	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3714	60187	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3713	60188	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3712	60189	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3711	60190	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3710	60191	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178

03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3709	60192	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3708	60193	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3707	60194	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3706	60195	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3705	60196	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3704	60197	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3703	60198	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3702	60199	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3701	60200	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178

03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3700	60201	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3699	60202	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3698	60203	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3697	60204	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3696	60205	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3695	60206	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3694	60207	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3693	60208	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178
03/10/2014	U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger	946676	APX7000	655CPZ3692	60209	1	\$4,654.00	\$442.13	\$5,096.13	\$5,096.13	CFDA 97.056 EM178

03/10/2014 U-00001: APX7000 Digital Portable Radio Kit, Includes the following: 7/800mhz Primary band, VHF Secondary band, Large Color Display, Enable dual band Operation, Astro Digital CAI operation, Smart Zone operation, DES,DES-XL, DES-OFB Encryption, P-25 9600 baud trunking, Multikey, APX7000 Impres RSM, Noise Canc, Emergency Button, APX7000 Impress LI Ion 2900MAH Submersible battery, APX7000 Impress Single Unit Charger

APX7000 655CPZ3691 60210 1 \$6,020.52 \$571.95 \$6,592.47 \$6,592.47 CFDA 97.056 EM178

Total: \$133,995.72

I understand that my agency is responsible for the licensing, maintenance, training, storage, proper inventory and use of the above listed equipment. If this equipment is lost, stolen, or deemed unusable it will not be replaced.

Equipment valued at \$5,000 or more (or entity's capitalization threshold) have additional compliance requirements. Including but not limited to; detailed property records must be maintained, an inventory must be conducted by the subgrantee every two years on all federally purchased equipment valued at \$5,000 or more, (or the entity's capitalization threshold), a control system to adequately maintain and safeguard the equipment must be established, and federal disposal requirements must be met. (Common Rule (CFR_32))

For all equipment which requires these additional compliance requirements the final receiving agency must submit a biennial letter of certification to:

Pierce County Department of Emergency Management
2501 South 35th Street, Suite D
Tacoma, WA 98409-7405

The certification letter must identify this equipment and include the date of the inventory, location, condition and current value of the equipment. The certification letter is due December 31 biennially, until the equipment value is below \$5,000 (or the entity's capitalization threshold).

Additionally, I also understand that our agency must report this equipment in accordance with OMB Circulars 2 CFR Part 225 and are subject to audit under OMB A-133.

We hold **Pierce County Department of Emergency Management**, the Washington State Military Department and all its agents harmless for any and all damages that may result from the acceptance of this equipment.

Signed By:  Date: 03-20-14
Print Name/Title: Dana Powers - Chief of Police

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

Department/Staff Contact: Police / Chief Dana Powers	Meeting/Workshop Date: 8 April 2014	Agenda Bill Number: AB14-47
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2347	Councilmember Sponsor: Tom Watson

Agenda Subject: Approval of accepting 24 referbished AED's from East Pierce Fire and Rescue.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Accept 29 Refurbished Aed's From East Pierce Fire And Rescue 2014 Heart Rescue Program Community Grant.

Administrative Recommendation: Approve.

Background Summary: The Police Department has partnered with East Pierce Fire and Rescue to receive 29 AED's to be deployed in the Bonney Lake Police Department's police vehicles. The AED's grant total was \$14,113.32 or \$545.00 each AED. The AED's will be inventoried at the police department and handed out to patrol. The grant will not require a report of use from the Bonney Lake Police Department.
Attachments: Grant memo, Refurbished AED quote

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
0	0	0	0

Budget Explanation: No Budget Impact to this agreement.

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review: Public Safety Committee	<i>Approvals:</i>		Yes No
Date:	Chair/Councilmember	Tom Watson	<input type="checkbox"/> <input type="checkbox"/>
	Councilmember	Mark Hamilton	<input type="checkbox"/> <input type="checkbox"/>
	Councilmember	James Rackely	<input type="checkbox"/> <input type="checkbox"/>
Forward to:	Consent		
	Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 8 April 2014	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT 29 REFURBISHED AUTOMATED EXTERNAL DEFIBRILLATORS FROM EAST PIERCE FIRE AND RESUCE AS PART OF A 2014 HEART RESCUE PROGRAM COMMUNITY GRANT.

WHEREAS, Bonney Lake Police Department has received 29 refurbished Automatic External Defibrillators (AEDs) to distribute to police personnel to carry in their duty vehicles; and

WHEREAS, East Pierce Fire and Rescue as part of the 2014 Heart Rescue Program Community Grant has given the Bonney Lake Police Department 29 refurbished AED's; and

WHEREAS, it is understood that the Bonney Lake Police Department will be responsible for the, maintenance, training, storage, proper inventory and use of the refurbished AED's.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to accept the 29 refurbished AED's to be used by the Bonney Lake Police Department.

PASSED BY THE CITY COUNCIL this 8th day of April, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney



Quotation

5000 Tuttle Crossing Blvd
Dublin, OH 43016
Phone: 800-533-0523 Fax: 800-257-5713

Date: 1/15/2014
Valid Until: 3/16/2014
Quotation #:

Account Name: East Pierce Fire & Rescue
BILL TO:

Account Number: 110277
SHIP TO: SHIP001

Contact Name: Russ McCallion

Phone No: 253-230-4800

Account Manager Amy Turley
253-820-5490 amy.turley@boundtree.com

Ship Method Free Freight
Payment Terms Net 30

Item Number	BTM's Description	U/M	Price	Quantity	Extended Price
4620-FR2-R	Re-Certified Philips FR2+ AED, No ECG, with 1 set of adult pads, battery, carry case	EA	\$ 545.00	24	\$ 13,080.00

Merchandise Total: \$ 13,080.00

Tax @ 7.9%

\$1,033.32

Total: \$14,113.32

Sales Tax will be applied to customers who are not tax exempt.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.



MEMORANDUM

DATE: December 6, 2013
TO: Ms. Randi Riesenber
King County EMS
FROM: Asst. Chief Russ McCallion, East Pierce Fire & Rescue
CC: Battalion Chief Jeff Moore, Medical Services Officer
SUBJECT: **2014 HeartRescue Program Community Grant Application**

Grant Proposal:

East Pierce Fire & Rescue (EPF&R) is requesting funding of a 2014 HeartRescue Grant to purchase AEDs to help us complete a Law Enforcement AED project within our fire district. If funding of \$20,000 is provided, East Pierce will utilize those funds to purchase up to 24 refurbished biphasic AEDs to equip all 22 patrol cars for the City of Bonney Lake Police Department (BLPD), and provide one AED to be placed in their jail area, and provide one unit for their public lobby.

East Pierce Fire & Rescue has already equipped more than 35 Sumner, Edgewood and Milton patrol units with AEDS, ensuring that every police officer is deployed with an AED in their unit. Much of this work was accomplished through the award of a 2013 HeartRescue Grant. The joint-partnership of EPF&R with our law enforcement agencies to deploy police AEDs is helping to strengthen our resuscitation program.

East Pierce will absorb the costs of providing initial and ongoing CPR/AED training, repair of AED units, medical direction and quality improvement programs for Bonney Lake PD. BLPD will only need to replace batteries and AED pads as required.

Background:

East Pierce Fire & Rescue serves a suburban and rural population of 85,000 in eastern Pierce County, living in and around Bonney Lake, Sumner, Lake Tapps, the Ridge Communities, South Prairie, Wilkeson, Edgewood and Milton. The district covers 152 square miles, providing fire/EMS services from six (6) staffed stations, each of which has either an ALS engine or Medic unit available, and five (5) volunteer fire stations. East Pierce provides both ALS and BLS transport for patients, with 4,288 patients taken to area hospitals in 2012.

Implementation, and continued improvement, of a high-performance cardiac resuscitation program is a priority for EPF&R. Even during a recession which cut EPF&R revenues by more than 30% in four years, the department continued to support the EMS Division's resuscitation program management by finally staffing a long planned Medical Services Officer (MSO) position.

East Pierce has continued to implement key resuscitation program components during a time of intense budget pressures, including sending a dozen officers and paramedics to the Resuscitation Academy to create a team of resuscitation advocates. EPF&R has also expanded citizen CPR programs training more than 2,500 people each year. We worked with five school districts to equip all 22 schools in our district with AEDs, and provide semi-annual intensive high-performance CPR training for our own firefighters and paramedics. Since 2010, EPF&R has entered data into WACARES, and uses that data in support of cardiac arrest case debriefs for crews.

The result of these efforts, and other system improvements, has resulted in a greatly improved

EPF&R two-year 2011-2012 witnessed ventricular fibrillation survival rate of 41%.

Problem Statement: Deployment of AEDs as Part of an Early Defibrillation Program:

East Pierce has struggled to reduce the time from 9-1-1 call to first defibrillation. For example, our dispatch center has made improvements in call processing time. However, our population is spread out over an extremely large area with only a handful of staffed engines and Medic units. Our department runs 8,300 9-1-1 calls per year—or 23 incidents per day—which means that often the closest EMS units are already committed on calls.

Our average (mean) response time for the first arriving BLS/ALS unit on scene for priority calls in Bonney Lake is 5:35 minutes, with a 90% response time of 8:33 minutes. This results in long delays in “time to first shock”.

Given the suburban and rural nature of most of the East Pierce district, there are limited opportunities to place AEDs in public buildings and businesses in the community, although we are making progress in this area. Most people live in suburban developments or in residential neighborhoods. According to our WACARES data, more than 85% of our patients collapse into cardiac arrest while they are at home.

Based upon our system review, we believe that expansion of our current law-enforcement AED response tier, in which patrol officers are out in the neighborhoods, is our best option for decreasing time to first defibrillation and improving patient survival.

We have equipped all the officers in the Sumner, Edgewood and Milton police departments with AEDs. In 2013, year to date, these officers have utilized their AEDs on four (4) cardiac arrest calls (10% of our total CPR cases). Two patients were defibrillated, both of whom were admitted to the hospital with ROSC, and one patient was discharged neurologically intact. This patient will be making a presentation to the Sumner City Council in January 2014, thanking his police and firefighter rescuers.

Bonney Lake Police Department, serving a city of 18,000 residents, is the last city police department in our district which needs to be equipped with AEDs. If a HeartRescue Grant is awarded to EPF&R, we will be able to equip BLPD with AEDs, resulting in a total of 60 law enforcement AEDs in our fire district.

Proposal for HeartRescue Grant funding:

If East Pierce is awarded a HeartRescue Grant for \$20,000, the funds will be used as follows:

1. EPF&R will strengthen our community’s “early defibrillation” link by purchasing up to 24 refurbished biphasic AEDs to equip Bonney Lake PD as follows: one each for 22 patrol cars, plus one AED each in the jail and public lobby. All units will be purchased and deployed within 60 days of bid award.
2. The number of AEDs which can be purchased is based upon verbal price quotes from different vendors. If prices go up or funding is reduced once we go out to formal bid, the number of AEDs purchased would be reduced. If bids come in low, we will purchase additional AED trainers.
3. BLPD will sign an agreement accepting the units on “loan” from EPF&R, and acknowledging their responsibility in replacing AED batteries and pads, as required.
4. East Pierce Fire will absorb all additional costs for coordinating the police AED program, including providing initial and on-going CPR/AED training, medical director and QI oversight, provision of case reviews and annual inspections. As part of our on on-going WACARES and QI efforts, we will regularly report on police AED performance during training programs and in actual field use.

Conclusion:

EPF&R continues to work on improving resuscitation outcomes in our community. A HeartRescue Grant award will allow us to continue to strengthen the “chain of survival” for cardiac arrest victims within our fire district by expanding our law enforcement AED program.

Point of Contact for EPF&R HeartRescue Grant Application:

Asst. Chief Russ McCallion Phone: 253-863-1800

Email: rmccallion@eastpiercefirer.org

2014 Community Grant Application – Washington HeartRescue Program

Purpose of HeartRescue small grants: KC EMS will distribute funds to support the HeartRescue program goals. These goals include cardiac arrest surveillance and projects/programs to improve survival from sudden cardiac arrest throughout Washington State.

GRANT PROPOSAL DUE DATE: 12/10/2013

Email to Randi.Riesenberg@kingcounty.gov

APPLICANT ELIGIBILITY: Applications for HeartRescue grants are by invitation only. To learn more about HeartRescue grant program guidelines or to submit a letter of inquiry, contact Randi Riesenberg.

Goal:

1. To measure EMS treated cardiac arrests by participating in Washington’s Cardiac Arrest Registry to Enhance Survival (CARES).
2. To implement multi-factorial approaches in the pre-hospital setting that have the greatest impact in reducing mortality.

Strategies:

Community grant proposals must include cardiac arrest surveillance through participation in Washington CARES **and** targeted programs to improve field care for resuscitation. Examples of targeted programs include 1) Specialized training with a skill reporting mannequin 2) Dispatcher-assisted CPR training 3) Dispatcher CPR quality improvement 4) Individual case reviews, such as the review of defibrillator recordings and performance feedback 5) Expanded training in High Performance CPR 6) Law enforcement CPR/AED training 7) Other ideas not listed that target the pre-hospital care of cardiac arrest

Evaluation:

Each program implementation must include a follow up report on the effectiveness and outcome of their chosen strategy.

Minimum Qualifications: Eligible agencies must perform the following:

- Measure cardiac arrest data using Washington CARES.
- Timely entry of data into the CARES web-based registry.
- Use data to “drive” projects / programs.
- Manage funds efficiently and ethically
- Use proven methods or “best practices” for any programs/project/interventions

TIME PERIOD FOR GRANT: Funds must be used and invoiced by 6/30/2014. Agencies will invoice King County EMS - HeartRescue Program as work is done.

Financial reimbursements must include progress report mentioned below.

Agency: **East Pierce Fire & Rescue**

Applicant Public Manager Name: **Russ McCallion** Title: **Assistant Chief, EMS & Training**
(Grant program contact)

Address: **18421 Veterans Memorial Drive East, Bonney Lake, WA 98391**

Telephone: **253-863-1800**

Email: rmccallion@eastpiercefirer.org

Applicant Agency authorizing official: **Chief Jerry E. Thorson**

Description of Project (2 pages or less, not including financials)

Please attached a description of the following seven elements

1. Brief Problem Identification – Use local data and demographic information in a detailed problem statement. Include target population and geographic area.
2. Project Goal(s) – State what you plan to accomplish in clear, measurable and attainable terms.
3. Project Activities – Explain in detail the project activities along with benchmarks and a timeline.
4. Project Evaluation – How will you evaluate and measure the effectiveness of your project toward achieving your goal(s).
5. Budget Narrative – Provide detailed narrative of what funds you need and how you intend to spend grant funds.
6. List other collaborators/community partners on this project as well as their role in accomplishing reaching your goal(s)

Budget Summary

1. Salaries	<u>\$ 0</u>
2. Contractual Services	<u>\$ 0</u>
3. Equipment or Project materials (list specific items)	<u>\$ 20,000</u>
• @24 refurbished biphasic AEDs, with new pads, Battery, carrying case. All units meet 2010 AHA standards.	
• AED trainers, if vendor bids come in low, to utilize any remaining funds.	
4. Total Funds request	<u>\$20,000</u>

REPORTING

Progress reports must accompany an invoice and at the conclusion of the project. Reports must include:

- Accomplishments compared to goals and activities.
- Were activities accomplished as scheduled?
- How could things have been done differently to improve?

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

Department/Staff Contact: Admin Srvc / Edvalson	Meeting/Workshop Date: 8 April 2014	Agenda Bill Number: AB14-48
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor: Deputy Mayor Swatman

Agenda Subject: Cancellation of Council Workshops and Community Development Committee meetings on June 17, 2014 and August 5, 2014.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Canceling The Regular Council Workshops And Community Development Committee Meetings Of June 17, 2014 And August 5, 2014.

Administrative Recommendation: Approve.

Background Summary: The Bonney Lake City Council will be participating in activities of the Association of Washington Cities Annual Conference in Spokane, WA starting on June 17th. As a majority of the Council will be in attendance at the conference, it is anticipated their will not be a quorum for the workshop that night, and the meeting should be canceled. In addition, the City will celebrate National Night Out Against Crime on August 5th. The Council has canceled their regular workshops and committee meetings in some years to participate in conferences, parades and events throughout the community. It is not anticipated the cancellation of any of these meetings would have a significant impact in the City's business workflow.

Attachments: none

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
n/a			

Budget Explanation: No budget impact.

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
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:	Consent Agenda:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s): 1 April 2014	Public Hearing Date(s):
Meeting Date(s): 8 April 2014	Tabled to Date:

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

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

Department/Staff Contact: Executive / Gary Leaf	Meeting/Workshop Date: 8 April 2014	Agenda Bill Number: AB14-41
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2368	Councilmember Sponsor: Councilmember Hamilton

Agenda Subject: Custodial Services

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Molly Maid Of Bonney Lake For Custodial Services For City Facilities.

Administrative Recommendation: Approve

Background Summary: City staff recommends hiring Molly Maid of Bonney Lake to provide custodial (cleaning) services. This contract will be for 12 months at a cost of \$70,200 and may be renewed in 12-month intervals for a maximum of four additional years; it will not cover specialty items such as full carpet cleaning, window cleaning, and floor waxing. The City received six proposals. Rating criteria were - price 50%, references 10%, interview 10%, experience of key staff 10%, service approach 10%, and local business presence 10%. Dan Grigsby, Melissa Johnson, Sue Hilberg, Barb Wigton, and Gary Leaf served on the review panel. Several proposals were very competitive, but Molly Maid was determined to provide the best overall value based on the rating criteria.

Attachments: Yes

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
75,000.00	-0-	70,200.00	4,800
Budget Explanation: Budget assumes one FTE at cost of \$60,000 and contracted services of \$15,000.			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: 25 March 2014	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Donn Lewis Councilmember Katrina Minton-Davis	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;">Yes No</td> </tr> <tr> <td></td> <td style="text-align: right;"><input type="checkbox"/> <input checked="" type="checkbox"/></td> </tr> <tr> <td></td> <td style="text-align: right;"><input checked="" type="checkbox"/> <input type="checkbox"/></td> </tr> <tr> <td></td> <td style="text-align: right;"><input checked="" type="checkbox"/> <input type="checkbox"/></td> </tr> </table>		Yes No		<input type="checkbox"/> <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> <input type="checkbox"/>		<input checked="" type="checkbox"/> <input type="checkbox"/>
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	Forward to:	Consent									
		Agenda: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: 1 October 2013 (if applicable):

RESOLUTION NO. 2368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH MOLLY MAID OF BONNEY LAKE TO PROVIDE CUSTODIAL SERVICES FOR CITY FACILITIES.

WHEREAS, the City of Bonney Lake has need of provision of custodial services to clean City Facilities; and

WHEREAS, the City has determined it is more economical and more efficient to contract for this service instead of hiring employees; and

WHEREAS, the City issued a Request for Proposals and determined that Molly Maid of Bonney Lake provides the best overall value in terms of price, experience, references, interview, expected service level, and local business presence;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Agreement between the City of Bonney Lake and Molly Maid of Bonney Lake, attached hereto and incorporated herein by this reference.

PASSED BY THE CITY COUNCIL this 8th day of April, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2014, by and between the City of Bonney Lake (“City”) and Molly Maid of Bonney Lake (“Consultant/Contractor”).

The parties hereby agree as follows:

- 1. Scope of Work.** The Consultant/Contractor 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/Contractor, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant/Contractor shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant/Contractor 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/Contractor 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/Contractor.
- 3. Payment.** The Consultant/Contractor shall be paid by the a flat fee of \$5,850 per month for all products and services at the location listed in Exhibit A which reflects the Request for Proposals to which the Contractor provided its bid. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B ; *provided*, that payment for work within the Scope of Work (Exhibit A) agreed to and signed by both parties.

Acceptance of final payment by the Consultant/Contractor shall constitute a release of all claims, related to payment under this Agreement, which the Consultant/Contractor may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant/Contractor 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/Contractor or to any remedies the City may pursue with respect to such claims.

The Consultant/Contractor and any sub-Consultant/Contractors 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/Contractor receives final payment.

4. **Changes in Work.** The Consultant/Contractor 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/Contractor 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/Contractor prior to resolution of any such dispute shall waive any claim by the Consultant/Contractor for compensation as Extra Work. Additional Services shall be paid at the rate of \$27.50 per hour.

6. **Employment.** Any and all employees of Consultant/Contractor, while engaged in the performance of any work or services required by the Consultant/Contractor under this Agreement, shall be considered employees of the Consultant/Contractor 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/Contractor's or Consultant/Contractor'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/Contractor's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant/Contractor. The Consultant/Contractor'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 contractor 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 contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor 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 contractor 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 signing by both parties and shall end twelve months following unless both parties agree in writing to extend this contract. This contract may be renewed annually for up to an additional four years. The price of the contract at time of renewal shall increase by the same percentage as the Washington State Prevailing Wage for Janitor but will not decrease.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than thirty (30) days written notice to Consultant/Contractor, subject to the City's obligation to pay Consultant/Contractor in accordance with subsections A, B, and C below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant/Contractor, a final payment shall be made to the Consultant/Contractor for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant/Contractor shall be paid on the same basis as above for any authorize Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant/Contractor of the termination notice. If the accumulated payment(s) made to the Consultant/Contractor 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/Contractor shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant/Contractor are terminated by the City for fault on the part of the Consultant/Contractor, 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/Contractor 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/Contractor 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/Contractor.

10. **Termination by Consultant/Contractor.** Consultant/Contractor 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/ Insurance.

Consultant/Contractor 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/Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Insurance

The Consultant/Contractor 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/Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant/Contractor 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/Contractor'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 project.

B. Minimum Amounts of Insurance

Consultant/Contractor 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/Contractor'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/Contractor's insurance and shall not contribute with it.
2. The Consultant/Contractor'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/Contractor 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/Contractor before commencement of the work.

13. **Subletting or Assigning.** The Consultant/Contractor 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/Contractor

hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant/Contractor, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

18. **Prevailing Wages.** The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of the contract must equal the applicable Washington State rate for Building Service Employees for Pierce County. Contractor shall submit Intent to Pay Prevailing Wages with signed contract.

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

CITY OF BONNEY LAKE

CONSULTANT/CONTRACTOR

By: _____
Mayor

By: _____

Attachments:

Exhibit A

Exhibit A

Request for Proposals for
Custodial Services for City Facilities –
Justice & Municipal Center (22,000 s.f.)
Public Safety Building (15,500 s.f.)
Senior Center (5,400 s.f.)
Public Works Center & Shops (13,000 s.f.)
Total Square Feet = 55,900

DEADLINE FOR SUBMISSION: By 4:30 p.m., November 12, 2013

Submit proposals to: Woody Edvalson, City Clerk
City of Bonney Lake
P.O. 7380
Bonney Lake, WA 98391-0944
E-mail: edvalsonw@ci.bonney-lake.wa.us

Proposals may be mailed, e-mailed, or hand delivered. It is the proposer's responsibility to confirm the bid was received by the deadline. Inquiries or questions regarding this RFP should be directed to Gary Leaf, Facilities & Special Projects Manager, at (253) 447-3282 or leafg@ci.bonney-lake.wa.us. The following are specifications of providing custodial services for City of Bonney Lake facilities. This contract will not cover specialty items such as full carpet cleaning, window cleaning, and floor waxing.

Terms: The Contractor shall provide all labor to provide services as described herein. The City shall provide all required supplies, equipment, and cleaners. The most responsive bidder shall be awarded a one-year contract which may be renewed for additional one-year period, but not to exceed five years total, subject to agreement of both parties. Pricing shall be listed by facility location, and a total price for all locations shall be also listed. The City reserves the right to limit the Contract to specific locations using the proposed pricing by location, at its sole discretion. The Contract may be terminated by either party upon a thirty-day written notice. **Work is expected to be conducted primarily during daytime hours (8:00 AM to 5:00 PM, though some offices may need to be cleaned an hour before or after this time range)** and shall be scheduled around public meetings and Court use in the Council Chambers. **The Contractor must comply with Washington State Prevailing Wage Rate Law. For contract extensions beyond the first year the Contractor will need to pay employees at least the revised Prevailing Wage each year.**

There will be a scheduled walk-through on Friday, November 1st, at 10:00 a.m. Prospective bidders are encouraged, but not required, to attend. We will meet in the second floor lobby of the Bonney Lake Justice & Municipal Center, 9002 Main Street.

Custodial services will begin approximately January 1, 2014. The City reserves the right to set the date services will start. Bids shall be valid for a minimum of 90 days from the deadline date for submission noted above.

Prospective bidders will need to complete the Business Qualification Statement as seen in Attachment A. The accepted RFP/bid will become Exhibit A of the attached Professional Services Contract.

RANKING CRITERIA FOR CONTRACTOR SELECTION:

1. Price 50 points
2. References 10 points
3. Interview 10 points
4. Qualifications and experience of key personnel working in public buildings, especially sensitive areas 10 points
5. Service approach 10 points
6. Local (Bonney Lake) business 10 points

EVALUATION CRITERIA: The following criteria will be used by City staff to evaluate the proposals and make a selection:

- References – Prospective bidders shall provide a minimum of three (3) recent references for custodial or janitorial maintenance for similar work.
- Qualifications and experience – List qualifications and experience of cleaning and supervisory staff who will be assigned to the City of Bonney Lake account.
- Service approach – Provide a narrative up to one page that describes how you will respond to complaints and the process you will use to resolve them.
- Local business – Provide evidence that the business owner and/or key staff who reside, or have company offices headquartered, within the city limits of Bonney Lake, and currently conduct custodial/janitorial services within the city limits of Bonney Lake.

CUSTODIAL SERVICES TO BE PERFORMED:

Please note: cleaning will not be needed on holidays observed by the City of Bonney Lake. The Public Safety Building does not include East Pierce Fire & Rescue offices and engine bays but does include Police offices, common areas (i.e. lobby area), and the training room.

Daily Duties for Justice & Municipal Center, Public Safety Building, Senior Center, Public Works Center & Shops – vacuum common area and hallway carpets, mop floors in restrooms/break rooms/common areas/Senior Center kitchen, clean and sanitize restrooms (mirrors, faucets, sinks, toilets, urinals, and counters), empty common-area inside and outside (grounds) trash cans including 3rd floor deck of JMC (replace liners weekly or as needed), empty food waste containers, wipe down and sanitize public counters, clean drinking fountains, clean public pay phone at BLPD (as needed), clean and sanitize break room tables, restock dispensers (soap, paper towels, seat liners, hand sanitizers), spot clean carpets and floors (as needed), clean and sanitize trash cans (only as needed), if needed clean the Council Chambers/Courtroom (but reserve more thorough cleaning 3 days per week as noted below), promptly report any property damage to and coordinate supply and equipment needs with the City's Facilities Manager

3 Cleanings Per Week – empty trash cans in individual offices as needed in Justice & Municipal Center, Public Safety Building, Senior Center, Public Works Center & Shops (small amounts in trash cans can wait until the next day), clean Courtroom/Council Chambers (including clean and sanitize dais, adjacent prisoner restroom, and adjacent holding cell) and Court and Prosecutor employee offices

Weekly Duties – for Justice & Municipal Center, Public Safety Building, Senior Center, Public Works Center & Shops re-stock custodial closets, empty recycle receptacles, spot-clean (as needed) walls/doors/windows/light switches, clean light fixtures (as needed), clean/dust window wells and sills, dust common areas, empty outside ashtrays (as needed), clean/sweep stairs in stairwells (JMC and BLPD) – except twice weekly in Fall season as noted below, sweep/mop/dust locker rooms at BLPD, clean showers in BLPD locker rooms and JMC employees' restroom on first floor

Monthly or "As Needed" Duties – for Justice & Municipal Center, Public

Safety Building, Senior Center, Public Works Center & Shops dust blinds, light fixtures, and any ceiling fan blades, dust all ventilation ceiling and wall louvers, dust all horizontal surfaces unless covered by paperwork, clean baseboards, clean holding cells at BLPD, maintain MSDS records for all flammable-hazardous materials used and keep in a location accessible to City staff

Seasonal Duties – during the Fall season (i.e. late September – late December) daily use City-provided blower to blow leaves and needles away from entrances as needed at all city buildings included in this RFP (Justice & Municipal Center, Public Safety Building, Senior Center, Public Works Center & Shops); clean/sweep stairs in stairwells (JMC and BLPD) twice weekly instead of weekly at other times of the year

Extra Services – reserve 12 2-hour cleaning occurrences per year for undesignated issues such as occasional spills or sporadic messes that need to be cleaned up infrequently

Annual Duties – dust HVAC ducts, vents, and pipes, ledges in stairwells, and window sills over foyer in Justice & Municipal Center, mop stairwells (JMC and BLPD)

OTHER CONDITIONS:

1. Provide at least three references relevant to work required
2. Must be licensed and bonded
3. All employees of the Contractor shall pass a background check, and Contractor shall provide information needed to process it
4. All employees of the Contractor shall maintain a background check acceptable to the BLPD, including during employment
5. Smoking is not permitted inside buildings
6. Must meet insurance and indemnification requirements listed in the standard City personal services contract and list the City as an additional insured
7. Must secure a Washington State and City of Bonney Lake business license
8. Contractor shall be responsible for all industrial and medical insurance taxes, if applicable, and if required, any and all permits, fees, and licenses necessary for the protection of the vendor's employees and the performance of the services listed
9. Unless authorized in advance, contractor or its employees shall not use the City's electronic equipment, and phones shall not be used except for emergencies
10. Before leaving each day, contractor must secure the building with doors closed and locked, lights turned off, and the alarm set
11. Janitor's closets shall be kept in orderly condition

Contractor must comply with RCW provisions pursuant to Prevailing Wages for all applicable labor classifications. Current state prevailing wages are attached.

The City of Bonney Lake reserves the right to reject any/all bids or parts thereof and to waive all minor irregularities in bidding. Proposals must be sealed and clearly marked.



LETTER OF INTEREST

Enclosed is our proposal to provide custodial services for the City of Bonney Lake facilities.

The Molly Maid brand has been a trusted name, nation-wide, for more than 25 years. We take pride in providing quality cleaning services, and offer a 24 hour guarantee. If for any reason you aren't happy with our services, give us a call within 24 hours of our cleaning, and we will cheerfully return to re-clean the areas that didn't meet your expectation, with no additional charge.

Molly Maid also runs the MS. Molly Foundation raising money for Women and children who are victims of domestic violence.

Molly Maid of Bonney Lake, Auburn, and Enumclaw is a disabled Vietnam veteran and wife -owned franchise serving east Pierce and south King counties since 2006. You can count on us to regularly inspect the work being performed, and stay in close contact with our customers to receive feedback on our services. We regularly pass out Customer Care survey cards to receive instant feedback.

Joe Rodriguez, also a disabled veteran, is the Operations Supervisor, and Doug Compau the business owner.

We provide full time employment (along with paid vacation and holidays) for a diverse group of individuals, including disabled military veterans, women, minorities, and the deaf. The business owner and some of the key staff members live, work, and shop within the Bonney Lake area. Molly Maid has sponsored the Bonney Lake Historical Society as well as athletic teams within the Bonney Lake, and Sumner school districts.

While the core of our customer base is made up of residential homes, we do provide cleaning services to several local companies. The companies mentioned below can provide you with references about our service.

Quality Stamping, Inc. (253) 863-5770 907 137th Avenue E. Sumner (14,000 sqft facility)
We clean offices, bathrooms, hallways, open spaces, and the kitchen/break area.

Technic Machine, Inc. (253) 862-7429 21917 34th Street Ct. E. Lake Tapps (10,000 sqft facility)
We clean offices, bathrooms, kitchen/break area, and the machinery area floor.

Park Place Mgmt. (253) 750-0162 1506 Fryar Ave. Sumner (3000 sqft facility)
We clean offices, bathrooms, conference room, blinds, windows, and ventilation grills.

Historical Meeker Mansion (16,000 sqft house)
Clean whole house and antiques, as their budget allows.
Mansion personnel change frequently and may not remember us.

Sincerely,
Doug Compau, Owner

Molly Maid of Bonney Lake / Auburn / Enumclaw

P.O. Box 1431 • Sumner, WA 98390

Agenda Packet p. 162 of 170 Phone: (253) 891-4276 • Fax (253) 891-4278 • www.mollymaid.com

PROPOSAL

The undersigned agrees to provide janitorial and grounds services as described in this Request for Proposals. Price quote includes all labor, equipment, and materials as described herein.

TOTAL ANNUAL COST FOR JUSTICE & MUNICIPAL CENTER
(22,000 s.f.): \$28080±

TOTAL ANNUAL COST FOR PUBLIC SAFETY BUILDING (15,500
s.f.): \$14040±

TOTAL ANNUAL COST FOR SENIOR CENTER (5,400 s.f.):
\$ 14040±

TOTAL ANNUAL COST FOR PUBLIC WORKS CENTER & SHOPS
(13,000 s.f.): \$ 14040±

TOTAL ANNUAL COST FOR ALL LOCATIONS (55,900 s.f.):
\$ 70200.00

This Proposal is hereby acknowledged and is offered to the City of Bonney Lake.

PROPOSER: MOLLY MAID
Name of Company (Type or Print)

NAME: DOUG COMPAU
Type or Print

SIGNATURE: Doug Compa (Date) 11/5/13

TITLE: OWNER OPERATOR

ADDRESS: PO BOX 1431

SUMNER WA 98390

PHONE: 253-891-4276

FAX: 253 891 4278

E-MAIL: Doug.Compan @ MollyMAID.com

Years this business has performing janitorial services:

7 1/2

Please list number of years of experience of each employee who will be assigned to this account:

LISA 5 years+

GLORIA 2 years

KORINA 3 years

OTHERS 2-5 years

Attachment "A"
BUSINESS STATEMENT

Please complete and submit with your response.

1. Name of business: MOLLY MAID

2. Business address: PO BOX 1431 SUMNER WA 98390

3. Phone: Business fax: e-mail: 253 891 4276 253 891 4278

4. Business classification (check all that apply):

Individual _____ Partnership _____ Corporation LLC

5. Identification. A. Federal tax number (EIN): 203612451 WA UBI number: 602548173

6. Name of owner: Doug Compaau

7. Does the company maintain insurance in amounts specified by the City contract:

Yes: No: _____

(General liability insurance of at least \$1,000,000 per occurrence; \$2,000,000 aggregate, Combined Single Limit (CSL); Automobile liability of at least \$1,000,000 per accident CSL; Professional Liability, if applicable, of at least \$1,000,000.

If no, describe the differences:

8. Are there claims pending against this insurance policy? Yes: _____ No:

If yes, please explain the nature of the claims:

9. Has the company or anybody in the company ever been disqualified or terminated by any public agency? Yes: _____ No:

10. Proposal offers shall be good and valid until the City completes the award or rejects the proposals. Failure to concur with this condition may result in rejection of the offer. Does the firm accept this condition? Yes: No: _____

I certify that to the best of my knowledge, the information contained in this proposal is accurate and complete, and that I have the legal authority to commit this company to a contractual agreement.

SIGNATURE: Date: 11/5/13 Doug Compaau

PRINT NAME AND TITLE OF SIGNER: Doug Compaau owner

State of Washington
Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 10/4/2013

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Pierce	Building Service Employees	Janitor	\$9.37		1	
Pierce	Building Service Employees	Shampooer	\$10.08		1	
Pierce	Building Service Employees	Waxer	\$10.08		1	
Pierce	Building Service Employees	Window Cleaner	\$13.22		1	

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

Department/Staff Contact: Executive / Don Morrison	Meeting/Workshop Date: 8 April 2014	Agenda Bill Number: AB14-49	
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D14-49	Councilmember Sponsors: Watson, Lewis	
Agenda Subject: Extending a Temporary Moratorium for Marijuana Businesses			
Full Title/Motion: An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Extending the Moratorium Prohibiting The Production, Processing, And Retail Sales Of Recreational Marijuana And Prohibiting Granting Of Any City License Or Permit Related To Such Activities..			
Administrative Recommendation: Extend the Moratorium and set May 13, 2014 as the public hearing date.			
Background Summary: In November 2012 the voters of the State of Washington approved Initiative 502, The Washington State Liquor Control Board has developed and implemented regulations governing the licensing and operation of recreational marijuana producers, processors, and retailers and has begun accepting application for licenses. The City Council established a six-month moratorium under Ordinance 1469. Given the legal uncertainties regarding marijuana regulation and enforcement, the City needs more time to develop appropriate zoning, land use regulations, business license regulations, and other appropriate regulations to address the production, processing, and retail sales of recreational marijuana and marijuana-infused products - including the possibility of an outright ban. This ordinance extends the moratorium, sets a public hearing for May 13 th , and directs the Planning Commission to recommend appropriate land use regulations, including the possibility of a ban, for licensed marijuana businesses.			
Attachments: D14-49 Ordinance			
BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: N/A			
COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
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:	Consent	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Agenda:			
Commission/Board Review:			
Hearing Examiner Review:			
COUNCIL ACTION			
Workshop Date(s):	10/15/2013, 4/1/2014	Public Hearing Date(s):	11/12/13
Meeting Date(s):	10/22/2013, 4/8/2014	Tabled to Date:	
APPROVALS			
Director: <i>Don Morrison</i>	Mayor:	Date Reviewed by City Attorney: (if applicable):	

ORDINANCE NO. D14-49

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, EXTENDING THE MORATORIUM ENACTED UNDER ORDINANCE NOS. 1468 AND 1469, PROHIBITING THE PRODUCTION, PROCESSING, AND RETAIL SALES OF MARIJUANA AND PROHIBITING THE GRANTING OF ANY CITY LICENSE OR PERMIT RELATED TO SUCH ACTIVITIES, AND ESTABLISHING A WORK PLAN.

WHEREAS, on October 22, 2013, the City Council of the City of Bonney Lake enacted Ordinance No. 1468, which established a temporary moratorium on the production, processing, and retail sales of marijuana and the granting of any city license or permit related to such activities; and

WHEREAS, the City Council held a public hearing on the moratorium at the November 12, 2013 regular meeting, and discussed the testimony given in the public hearing at the November 19, 2013 workshop; and

WHEREAS, on November 26, 2013, the City Council enacted Ordinance No. 1469, which revised and clarified the moratorium; and

WHEREAS, notwithstanding the State's legalization of marijuana, local governments retain authority over zoning and development regulations within their jurisdictions; and

WHEREAS, additional time is needed for the Planning Commission to study and formulate recommendations for the regulation of licensed marijuana businesses through zoning and other land use controls.

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

Section 1. Findings of Fact. The City Council reaffirms and incorporates by reference the Findings of Fact adopted in Ordinance Nos. 1468, as revised by Ordinance No. 1469. In addition, the City Council finds that additional time is needed for the Planning Commission to study and formulate recommendations for the regulation of licensed marijuana businesses.

Section 2. Moratorium Extended.

A. The moratorium prohibiting the production, processing, and/or retail sale of marijuana and marijuana-infused substances by state-licensed individuals or businesses within all zoning districts in the City of Bonney Lake shall be extended for a period of six months.

B. The moratorium on the issuance of any City building permit, development permit, business license, or any other permit or license to any state-licensed individual or business that

seeks to produce, process, and/or sell marijuana or marijuana-infused products in the City of Bonney Lake shall be extended for a period of six months.

Section 3. Work plan established. The task of developing appropriate regulations for licensed marijuana businesses is hereby added to the Planning Commission work plan. The Planning Commission, in conjunction with the Community Development Department, shall study and propose development regulations to the Council in accordance with BLMC Chap. 14.140, on or before the expiration of the moratorium extension established in this Ordinance. The Planning Commission shall study a range of approaches to regulation, including zoning, development regulations, and a complete or partial prohibition in all zones. If time in excess of six months is needed to develop and propose regulations, the Planning Commission, in conjunction with the Community Development Department, shall request that the Council grant additional time prior to the expiration of the moratorium extension.

Section 4. Term of Moratorium extension. The moratorium established by this ordinance shall be in effect for six (6) months from the effective date of this Ordinance, unless repealed, extended, or modified by the City Council after a public hearing and the entry of appropriate findings of fact as required by RCW 35A.63.220.

Section 5. Public Hearing. A public hearing on the moratorium extension shall be held at the regular Council meeting on May 13, 2014.

Section 6. Effective Date. The moratorium established by this ordinance shall take effect five days after passage and publication as required by law.

PASSED BY THE CITY COUNCIL this 8th day of April, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney