

CITY COUNCIL MEETING

June 24, 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.*  
[www.ci.bonney-lake.wa.us](http://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. **AB14-85** – A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Confirming the Mayor’s Appointment of Paul Surek to Park Board Position #1 for a Three-Year Term ending April 6, 2017.
  - 3. Presentations: None.
- D. Agenda Modifications

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

- A. Public Hearings:
  - 1. **AB14-77** – A Public Hearing Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Consider Resolution 2391, Adopting A 6-Year Transportation Improvement Program (2015-2020).  
  
*Pursuant to BLMC 2.04.710, if no public testimony is provided the Council may take final action on an issue immediately following the public hearing.*
  - a. **[For Council Action] AB14-78 – Resolution 2391** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting A Six-Year Transportation Improvement Program (2015-2020).
- 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

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**III. COUNCIL COMMITTEE REPORTS:**

- A. Finance Committee
- B. Community Development Committee
- C. Economic Development Committee
- 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.*

- A. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #68882-68920 (Including wire transfer # 6112014) in the amount of \$89,107.41.  
Accounts Payable checks/vouchers #68921 in the amount of \$13.34 for a Utility refund.  
VOIDS: Check #68847 – replaced with check #38921.
- B. **Approval of Payroll:** Payroll for May 16th-30th, 2014 for checks #31791-31820- including Direct Deposits and Electronic Transfers is \$ 676,530.75.  
Payroll for June 1st – 15th, 2014 for checks #31822-31846 including Direct Deposits and Electronic Transfers is \$ 464,301.440
- p. 31 C. **AB14-81 – Resolution 2382** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement For Legal Services With Porter Foster Rorick, LLP.
- p. 37 D. **AB14-82 – Resolution 2393** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Berk Consulting, Inc. For The Preparation Of An Economic Development Plan And Market Analysis.
- p. 73 E. **AB14-83** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Administration To Replace A Maintenance Worker II Position With An Additional Crew Leader Position.

**V. FINANCE COMMITTEE ISSUES:**

- p. 79 A. **AB14-86 – Resolution 2394** – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Construction Contract For The SR410 Pedestrian Improvements MP 13.91 Project To \_\_\_\_\_. *[To be determined following bid opening on June 20, 2014.]*

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

**VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES:** None.

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

IX. **FULL COUNCIL ISSUES:** None.

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**

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

<b>Department/Staff Contact:</b> Executive / Mayor Neil Johnson	<b>Meeting/Workshop Date:</b> 24 June 2014	<b>Agenda Bill Number:</b> AB14-85
<b>Agenda Item Type:</b> Motion	<b>Ordinance/Resolution Number:</b>	<b>Councilmember Sponsor:</b>

**Agenda Subject:** Ratifying the Mayor's appointment of Paul Surek to the Park Board.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying The Mayor's Appointment Of Paul Surek To Park Board Position #1 With A Term Expiring April 6, 2017.

**Administrative Recommendation:** Approve

**Background Summary:** Mayor Johnson invites the City Council to ratify the appointment of Paul Surek to the Park Board to the vacant position 1, with a term from 2014 to 2017.

**Attachments:** Membership Application - Paul Surek

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

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

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

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



APPLICATION FOR MEMBERSHIP

RECEIVED APR 23 2014 City of Bonney Lake

Park Board

Name of City Board, Commission or Council

(Please print or type)

Full Name Paul Surek

Home Phone

Address 10605 174th Ave E

Cell / Other

City Bonney Lake State Wa Zip 98391 E-mail

City Resident? [ ] NO [x] YES - How Long? 2 years

Registered Voter? [x] YES [ ] NO

Name of Employer Retired now working as a leasing agent at SJC Management Group

Employer Address 16202 64th St E Sumner, Wa

Education Background B.S. Forest Resources/Outdoor Recreation from University of Washington

BA in Sociology from Loyola University of Chicago

Professional Experience 33years in Parks and Recreation. Park Superintendent for the City of Tukwila-21years

King County Parks for 9 years and Washington State Parks for 3 years

Organization Affiliations City of Sumner Park Board for 20+years and City of Pacific Park Board for 5 years

Why Are You Seeking Appointment? Would like to serve in this capacity for the City of Bonney Lake. I have a passion for parks and how important they are for a community. I have many years of experience in the design, construction and maintenance of parks, trails and park facilities.

General Remarks Would appreciate the opportunity to be appointed to a position on the City of Bonney Lake Park Board. Thanks!

Applicant's Signature

4/23/14 Date

Submit completed form to: Bonney Lake City Clerk, P.O. Box 7380, Bonney Lake, WA 98391-0944 9002 Main Street E • Phone (253) 862-8602 • Fax (253) 862-8538

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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 24 June 2014	<b>Agenda Bill Number:</b> AB14-77
<b>Agenda Item Type:</b> Motion	<b>Ordinance/Resolution Number:</b>	<b>Councilmember Sponsor:</b> Donn Lewis

**Agenda Subject:** Public Hearing for the 2015-2020 Six Year Transportation Improvement Program

**Full Title/Motion:** n/a A Public Hearing Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, For Resolution 2391, Adopting The 2015-2020 Six Year Transportation Improvement Program.

**Administrative Recommendation:**

**Background Summary:** RCW 35.77.010 requires an annual public hearing for any updates to the local 6 Year Transportation Improvement Program (TIP) in order to be eligible for most grant funding.

**Attachments:** See AB14-78 - Resolution 2391

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

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Community Development Date: 3 June 2014	<i>Approvals:</i> Chair/Councilmember Donn Lewis Councilmember Randy McKibbin Councilmember James Rackley	<table style="width: 100%; border: none;"> <tr> <td style="padding: 0 10px;"><b>Yes</b></td> <td style="padding: 0 10px;"><b>No</b></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Yes</b>	<b>No</b>										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
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	Forward to:	<b>Consent Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s): June 24, 2014
Meeting Date(s): 6/10/2014	Tabled to Date:

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

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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 24 June 2014	<b>Agenda Bill Number:</b> AB14-78
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2391	<b>Councilmember Sponsor:</b> Donn Lewis

**Agenda Subject:** Adoption of the 2015-2020 Six Year Transportation Improvement Program

**Full Title/Motion:** n/a .

**Administrative Recommendation:**

**Background Summary:** On the June 10, 2014 City Council Meeting the Council approved setting a Public Hearing for the 6- Year Transportation Program. RCW 35.77.010 requires an annual public hearing for any updates to the local 6 Year Transportation Improvement Program (TIP) in order to be eligible for most grant funding. The City Council conducted the Public Hearing on June 24, 2014.  
**Attachments:** Resolution 2391, 6 - Year Transportation Improvement Program (2015 - 2020), TIP project, Maps

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

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Community Development Date: 3 June 2014	<b>Approvals:</b> Chair/Councilmember Donn Lewis Councilmember Randy McKibben Councilmember James Rackley	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>Yes</b></td> <td style="width: 50%;"><b>No</b></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input type="checkbox"/>					
<b>Yes</b>	<b>No</b>										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
	Forward to:	<b>Consent Agenda:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No								
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s): June 24, 2014
Meeting Date(s):	Tabled to Date:

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

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**RESOLUTION NO. 2391**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (2015-2020).**

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

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

**WHEREAS**, a public hearing was held on June 24<sup>th</sup>, 2014 with subsequent Council discussion and direction.

**NOW THEREFORE, BE IT RESOLVED;** by the City Council of the City of Bonney Lake, Pierce County, that the Six-Year Transportation Improvement Program for the years 2015-2020 be approved as a guide for the improvement of the streets of the City of Bonney Lake.

**PASSED** and adopted by the City Council this 24<sup>th</sup> day of June 2014.

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Neil Johnson Jr., Mayor

ATTEST:

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Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

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Kathleen Haggard, City Attorney

# CITY OF BONNEY LAKE

Public Works Department

## **Six Year Transportation Improvement Program (2015-2020)**

### Project categories

#### **Category A – Intersection Improvements (\$3,490,000)**

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

#### **Category B - Roadway Major Improvements (\$30,846,300)**

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

The project phases are as follows:

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

#### **Category C - Road Reconstruction, Overlay, Chip Seal, Sidewalk (\$3,510,000)**

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

#### **Category D - Transportation Studies (\$175,000)**

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

#### **Category E - Trail Projects (\$4,900,000)**

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

## Six Year Transportation Improvement Program

### Category "A" – Intersection Improvements

No.	Project description	Funding Source	Estimated Cost
A - 1	SR 410 at Veterans Memorial Drive (Ph 2 - signal upgrade and additional turn lanes. See project B-1)	Dev/TIF/Grant	\$ 750,000
A - 2	SR 410 at 225 <sup>th</sup> Avenue E (New signal and additional turn lanes)	Developer	\$ 750,000
A - 3	199 <sup>th</sup> Ave at 109 <sup>th</sup> Street E (New signal and additional turn lanes; Entrance to BLHS and Mountain View Middle School)	Developer	\$ 250,000
A - 4	Veterans Memorial Drive at Angeline Rd E (New signal and additional turn lanes)	Dev/TIF	\$ 520,000
A - 5	SR 410 at 214 <sup>th</sup> Ave E (Signal upgrade and additional left turn lane on SR 410, 214 <sup>th</sup> Ave. E widening. See B-4, B-5)	Dev/TIF/WSDOT	\$ 750,000
A - 6	Church Lake Rd at West Tapps HWY E (New signal and additional turn lanes)	Dev/TIF	\$ 580,000
A - 7	SR 410 at 192 <sup>nd</sup> Ave E. Phase 1-A (New signal arm and additional turn lanes on south side of intersection. Walmart entrance off 192 <sup>nd</sup> Ave. will be removed.)	TIF/Dev/Grant	\$ 410,000
<b>Category "A" Total</b>			<b><u>\$ 3,490,000</u></b>

## Six Year Transportation Improvement Program

### Category "B" Roadway Major Improvements

No.	Project description	Funding Source	Estimated Cost
B – 1	SR 410 & Veterans Memorial Drive (Phase 2 - additional turn lanes on SR 410 and widen to 5 lanes on VMD with project A-1)	Dev/TIF/Grant	\$4,150,000
B – 2	186 <sup>th</sup> Ave. Corridor Improvements (ROW, sidewalks, stormwater, road widening to city stds)	Dev/City	\$1,900,000
B – 3	Myers Road from SR 410 to 81 <sup>st</sup> Street (Install 1,000 ft of soldier pile retaining wall with sidewalk)	City	\$2,000,000
B – 4	214 <sup>th</sup> from SR 410 to 96 <sup>th</sup> St E (Widen to 5 lanes, upgrade signal at 96 <sup>th</sup> St. - with project A-5)	Dev/TIF/City	\$1,350,000
B – 5	214 <sup>th</sup> from SR 410 to Southern City Limits (Widen to 5 lanes with project A-5)	Dev/TIF/City	\$2,500,000
B – 6	216 <sup>th</sup> Avenue – North Side - Eastown	City	\$617,100
B – 7	216 <sup>th</sup> Avenue – South Side - Eastown	City	\$198,000
B – 8	219 <sup>th</sup> Avenue – South Side - Eastown	City	\$1,221,000
B – 9	221 <sup>st</sup> Avenue – North Side – Eastown	City	\$403,300
B – 10	221 <sup>st</sup> Avenue – South Side - Eastown	City	\$1,148,400
B – 11	225 <sup>th</sup> Avenue – North Side – Eastown	City	\$990,000
B – 12	225 <sup>th</sup> Avenue – South Side - Eastown	City	\$231,000
B – 13	225 <sup>th</sup> Ave. Ct. – South Side - Eastown	City	\$1,102,500
B – 14	226 <sup>th</sup> Avenue – North Side – Eastown	City	\$1,496,900
B – 15	226 <sup>th</sup> Avenue – South Side - Eastown	City	\$330,000
B – 16	229 <sup>th</sup> Avenue – North Side – Eastown	City	\$1,436,700
B – 17	Entwhistle Road – South Side - Eastown	City	\$1,871,400

<b>B – 18</b> Northern Frontage Road – Eastown	City	\$3,400,000
<b>B – 19</b> Southern Frontage Road - Eastown	City	\$2,500,000
<b>B – 20</b> Northern Public Road Stormwater Facility	City	\$1,000,000
<b>B – 21</b> Southern Public Road Stormwater Facility	City	\$1,000,000

**Category “B” Total** **\$30,846,300**

## Six Year Transportation Improvement Program

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

Year	Project description	Funding Source	Estimated Cost
<b>2015</b>			
	Street Reconstruction Program	City	\$109,000
	Street Overlay Program	City	\$109,000
	Street Chip Seal Program (Seven Miles)	City	\$218,000
	Sidewalk Improvements	City	\$109,000
<b>2016</b>			
	Street Reconstruction Program	City	\$112,000
	Street Overlay Program	City	\$112,000
	Chip Seal Program (Seven Miles)	City	\$225,000
	Sidewalk Improvements	City	\$112,000
<b>2017</b>			
	Street Reconstruction Program	City	\$115,000
	Street Overlay Program	City	\$115,000
	Street Chip Seal Program (Seven Miles)	City	\$232,000
	Sidewalk Improvements	City	\$115,000
<b>2018</b>			
	Street Reconstruction Program	City	\$118,000
	Street Overlay Program	City	\$118,000
	Street Chip Seal Program (Seven Miles)	City	\$239,000
	Sidewalk Improvements	City	\$118,000
<b>2019</b>			
	Street Reconstruction Program	City	\$121,000
	Street Overlay Program	City	\$121,000
	Street Chip Seal Program (Seven Miles)	City	\$246,000
	Sidewalk Improvements	City	\$121,000
<b>2020</b>			
	Street Reconstruction Program	City	\$124,000
	Street Overlay Program	City	\$124,000
	Street Chip Seal Program (Seven Miles)	City	\$253,000
	Sidewalk Improvements	City	\$124,000
<b>Category "C" Total</b>			<b><u>\$ 3,510,000</u></b>

## Six Year Transportation Improvement Program

### Category "D" Transportation Studies

Year	Project description	Funding Source	Estimated Cost
2018	Update City Transportation Plan (update City wide demographics, traffic counts, and Traffic Model)	City	\$175,000
<b>Category "D" Total</b>			<b><u>\$175,000</u></b>

### Category "E" Multimodal Projects

Project description	Funding Source	Estimated Cost
<b>Fennel Creek Trail Project</b>		
Trailhead to Cimmer property	City/Grant	\$300,000
Cimmer Property to Willowbrook	City/Grant	\$2,100,000
Willowbrook to Victor Falls	City/Grant	\$2,500,000
<b>Category "E" Total</b>		<b><u>\$4,900,000</u></b>

**TOTAL PROGRAM COST** **\$42,921,300**

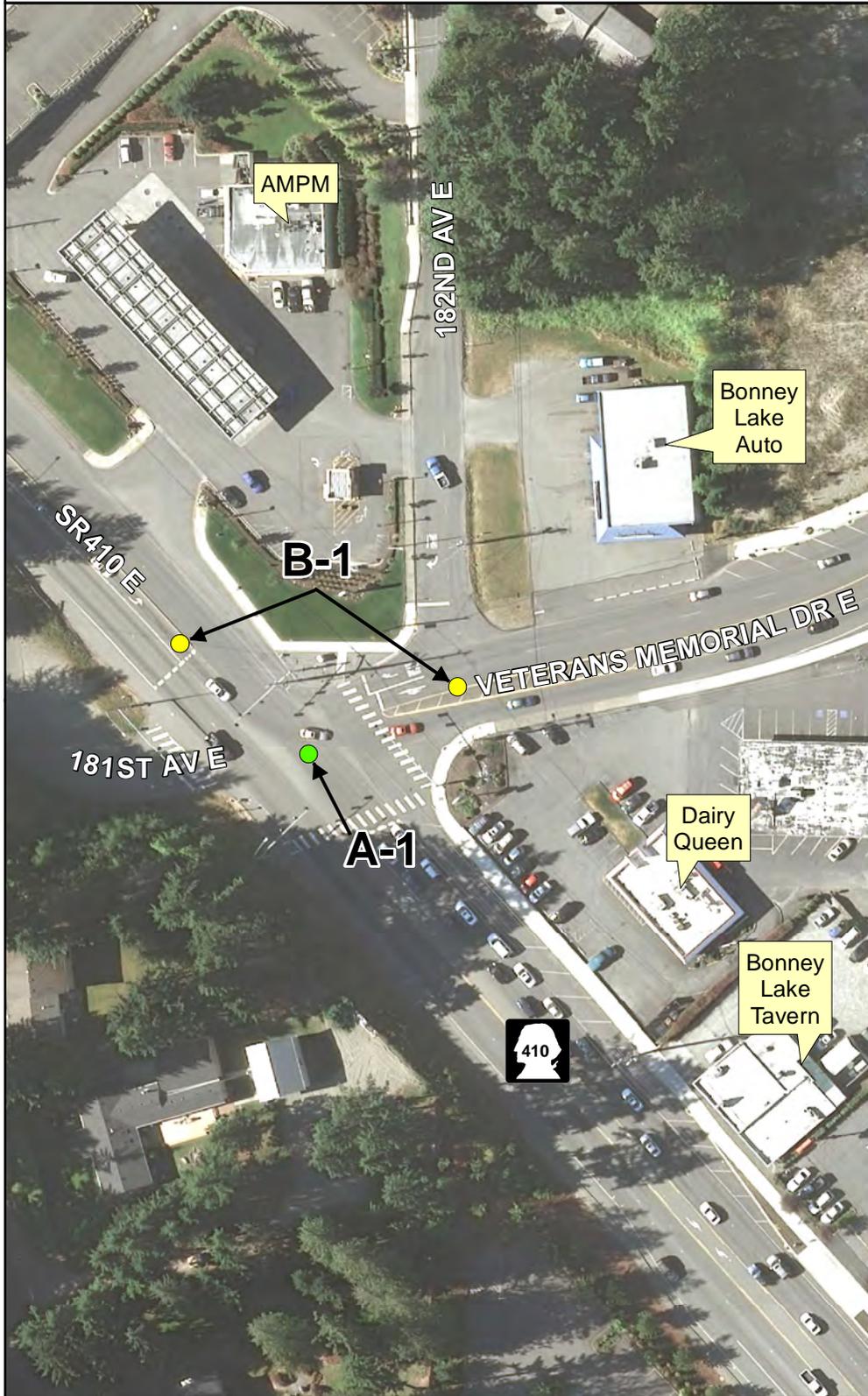
# Six Year Transportation Improvement Program

## SR410 at Veterans Memorial Drive



City of Bonney Lake

### Map 1



- **A-1**  
 SR410 at  
 Veterans Memorial Drive  
  
 Dev/TIF/Grant  
 \$750,000  
 Phase 2 - Signal upgrade  
 and additional turn lanes.  
 With Project B-1
  
- **B-1**  
 SR410 and  
 Veterans Memorial Drive  
  
 Dev/TIF/Grant  
 \$4,150,000  
 Phase 2 - Additional  
 turn lanes on SR 410  
 and widen to 5 lanes  
 on VMD. With Project A-1

100

Feet



May 28, 2014

# Six Year Transportation Improvement Program

SR410 at 225th Avenue Court



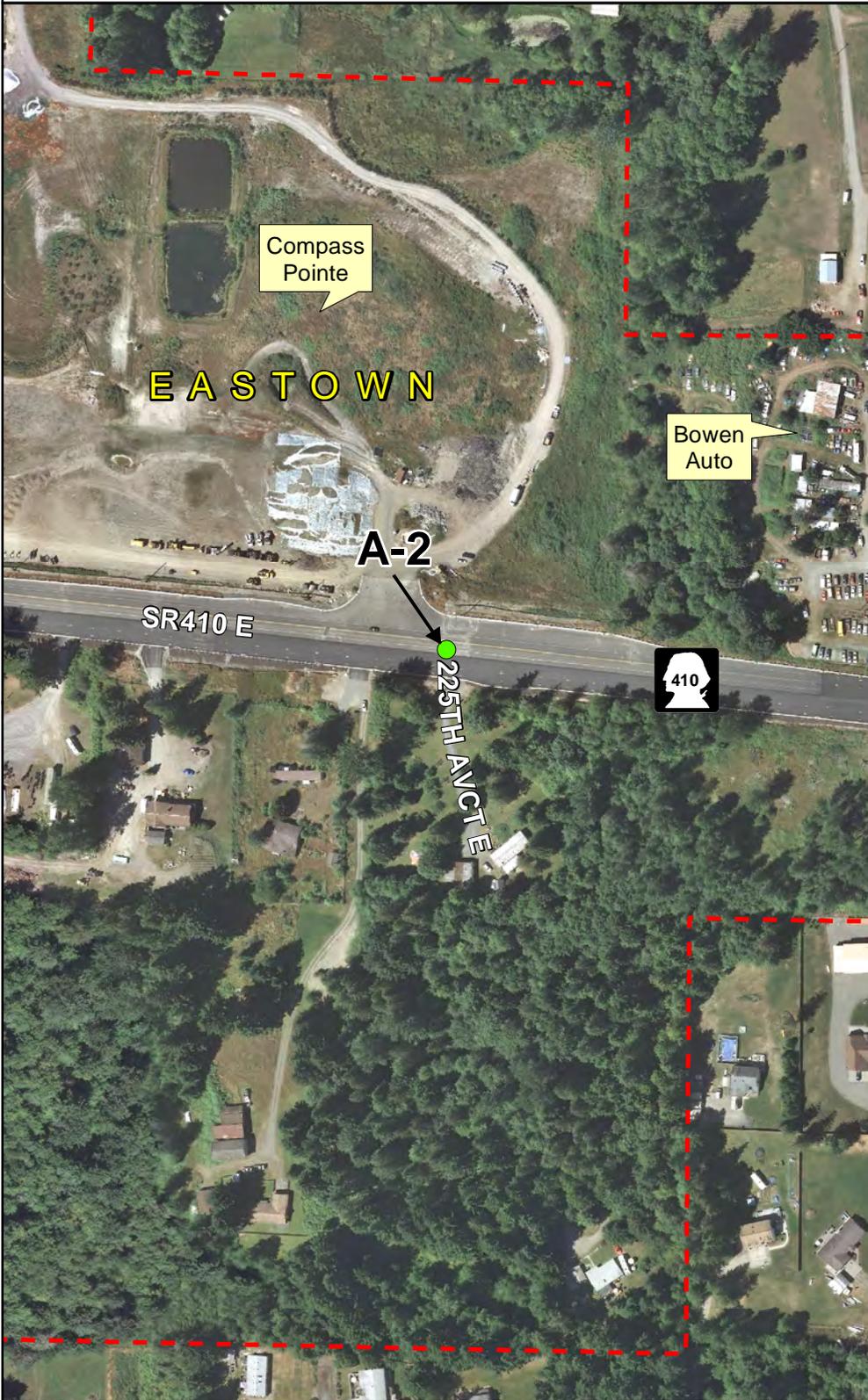
City of Bonney Lake

## Map 2

● A-2  
SR410 at  
225th Avenue Court

Developer  
\$750,000  
New signal and  
additional turn lanes

--- Bonney Lake City Limits



300

Feet



May 29, 2014

# Six Year Transportation Improvement Program

199th Avenue Court at 109th Street



City of Bonney Lake

## Map 3



**A-3**  
199th Avenue Court at  
109th Street

Developer  
\$250,000  
New signal and additional  
turn lanes. Entrance to  
Bonney Lake High School  
and Mountain View  
Middle School

Bonney Lake City Limits

Bonney Lake  
High School

**A-3**

Mountain View  
Middle School

500

Feet



May 28, 2014

# Six Year Transportation Improvement Program

## Veterans Memorial Drive at Angeline Road



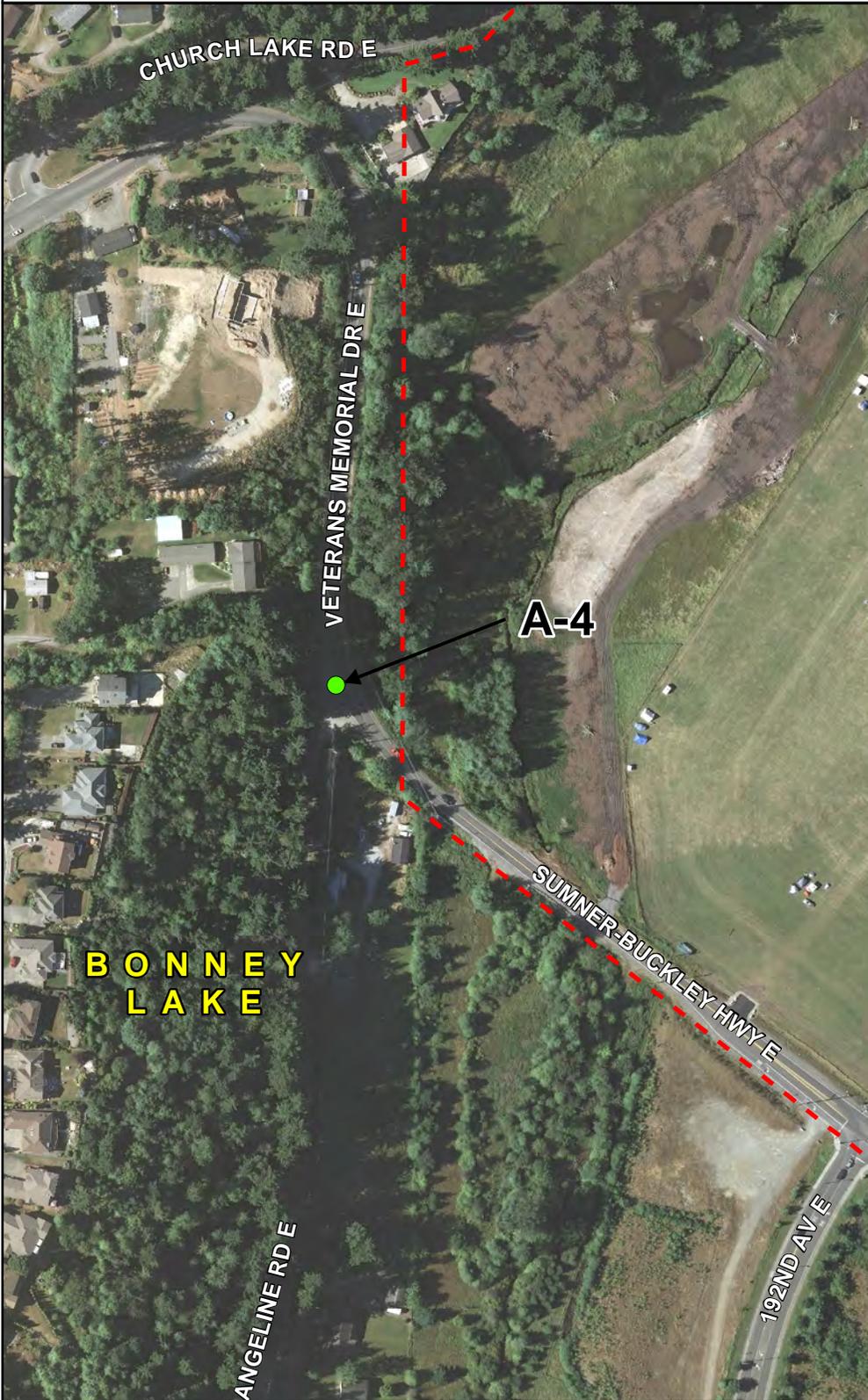
City of Bonney Lake

### Map 4

- A-4**  
Veterans Memorial Drive  
at Angeline Road

Dev/TIF  
\$520,000  
New signal and  
additional turn lanes

Bonney Lake City Limits



300

Feet



May 29, 2014

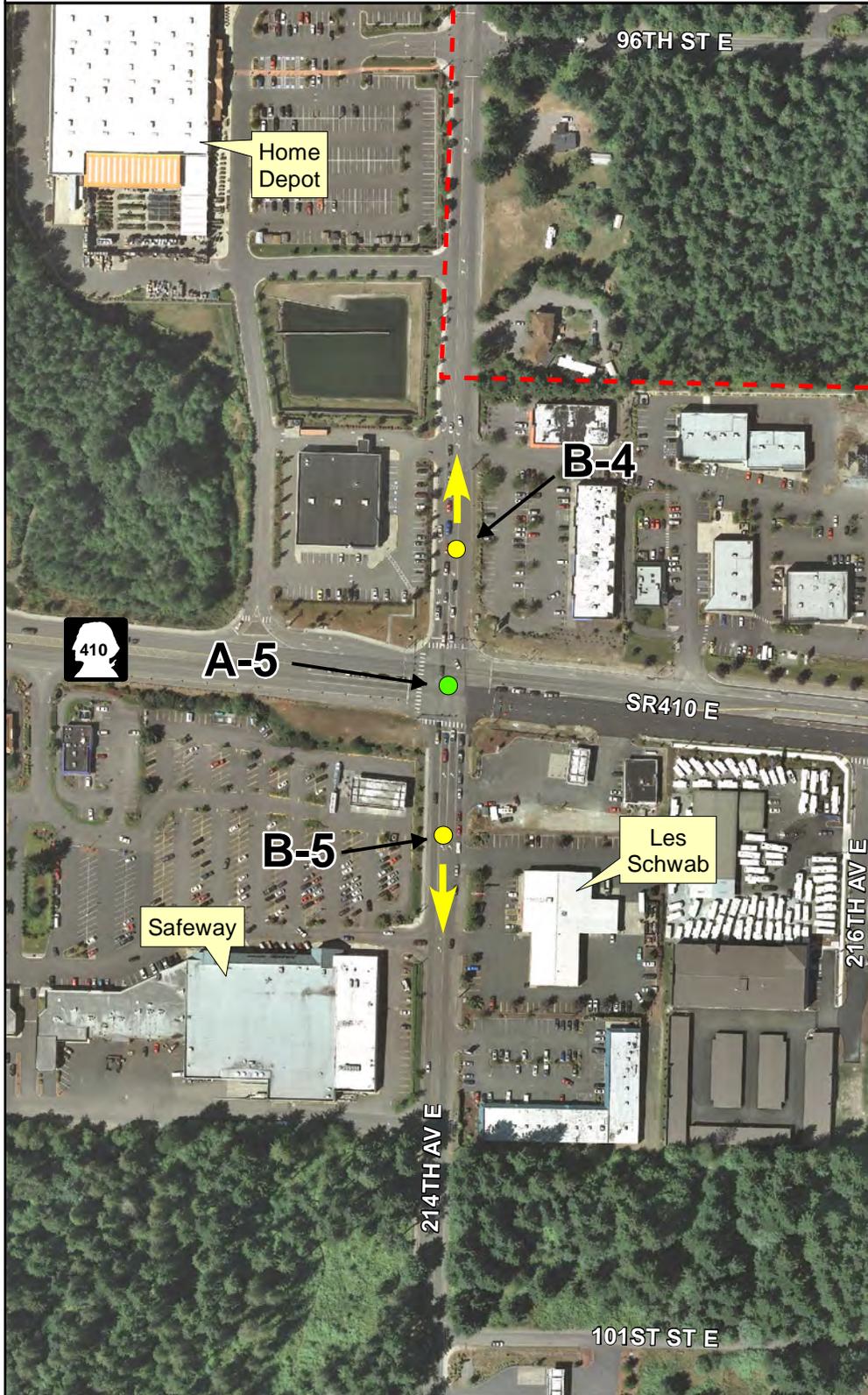
# Six Year Transportation Improvement Program

## SR410 at 214th Avenue



City of Bonney Lake

### Map 5



**A-5**  
 SR410 at  
 214th Avenue  
 Dev/TIF/WSDOT  
 \$750,000  
 Signal upgrade and  
 additional left turn lane  
 on SR 410, 214th Ave  
 widening. With Projects  
 B-4 and B-5

**B-4**  
 214th Avenue  
 from SR410  
 to 96th Street

Dev/TIF/City  
 \$1,350,000  
 Widen to 5 lanes,  
 Upgrade signal at  
 96th Street. With  
 Project A-5

**B-5**  
 214th Avenue  
 from SR410  
 to Southern City Limits

Dev/TIF/City  
 \$2,500,000  
 Widen to 5 lanes.  
 With Project A-5

Bonney Lake  
 City Limits

300

Feet



May 28, 2014

# Six Year Transportation Improvement Program

## Church Lake Road at West Tapps Highway



City of Bonney Lake

### Map 6

**A-6**  
Church Lake Road  
at West Tapps Highway

Dev/TIF  
\$580,000  
New signal and  
additional turn lanes

Bonney Lake City Limits



Allan Yorke Park  
Overflow Parking

Ridge at  
Lake Tapps

**A-6**

300  
Feet



May 28, 2014

# Six Year Transportation Improvement Program

SR410 at 192nd Avenue



City of Bonney Lake

## Map 7

● **A-7**  
SR410 at 192nd Avenue

TIF/Dev/Grant  
\$410,000  
Phase 1-A of 192nd Avenue Corridor. New signal arm and additional turn lanes on south side of intersection. Closure of Wal-Mart Entrance.



300

Feet



May 28, 2014

# Six Year Transportation Improvement Program

Myers Road from SR410 to 81st Street



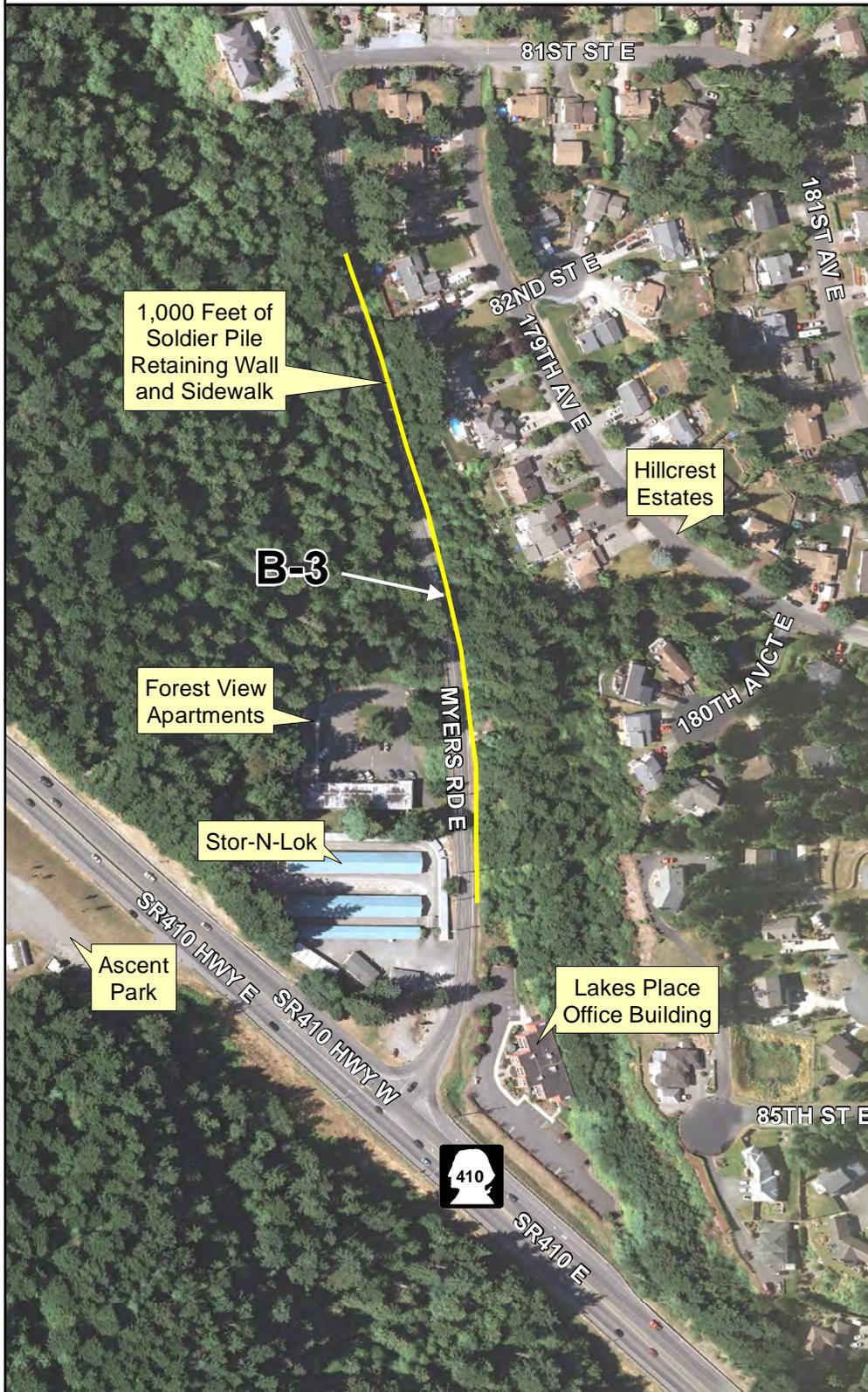
City of Bonney Lake

## Map 8

### B-3

Myers Road from SR410 to 81st Street

City  
\$2,000,000  
Install 1,000 ft of soldier pile retaining wall with sidewalk to address erosion.



300

Feet



May 28, 2014

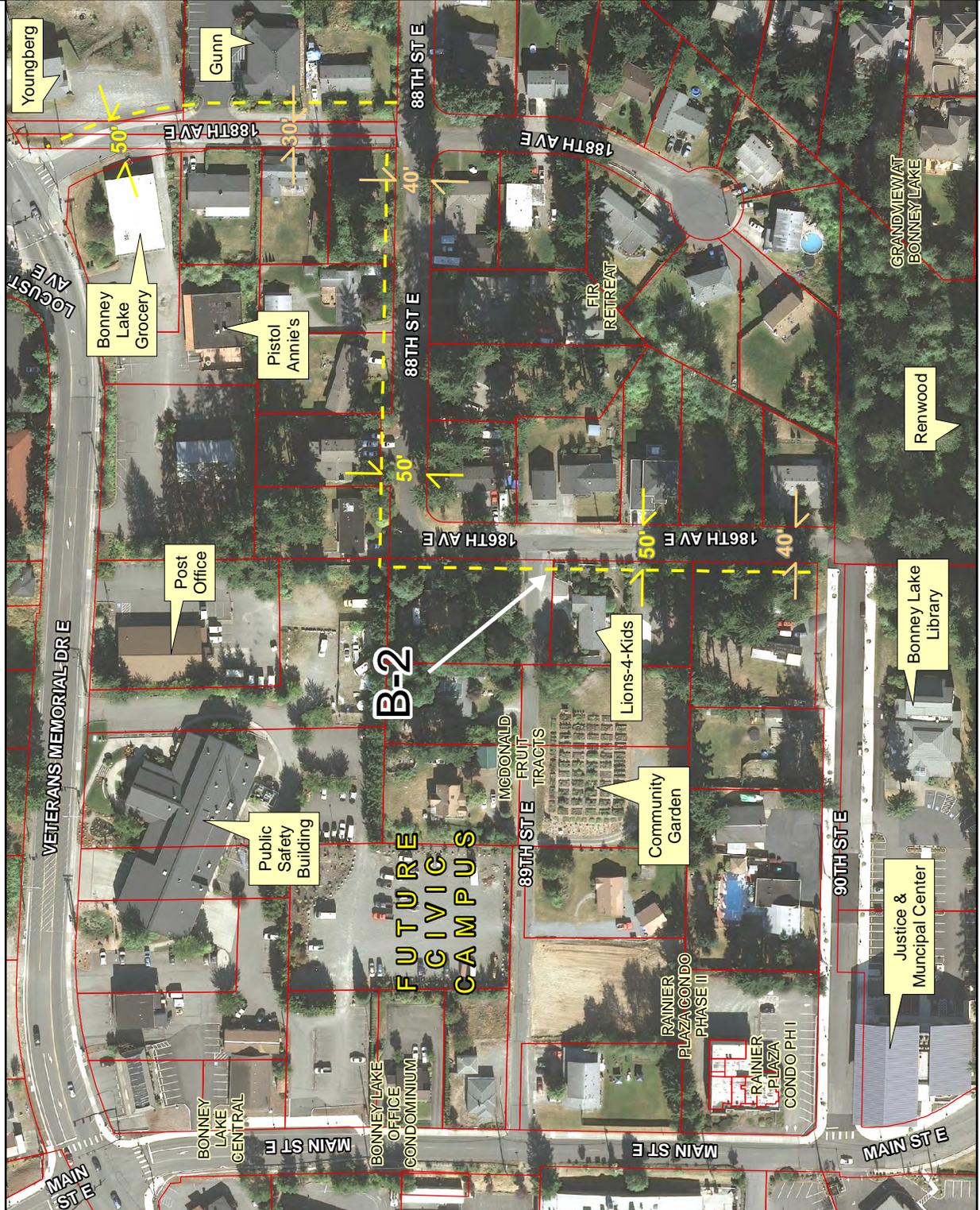
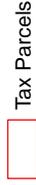
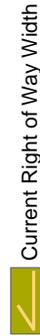
# Six Year Transportation Improvement Program

## 186th Avenue - 88th Street - 188th Avenue Corridor Improvements



### Map 9

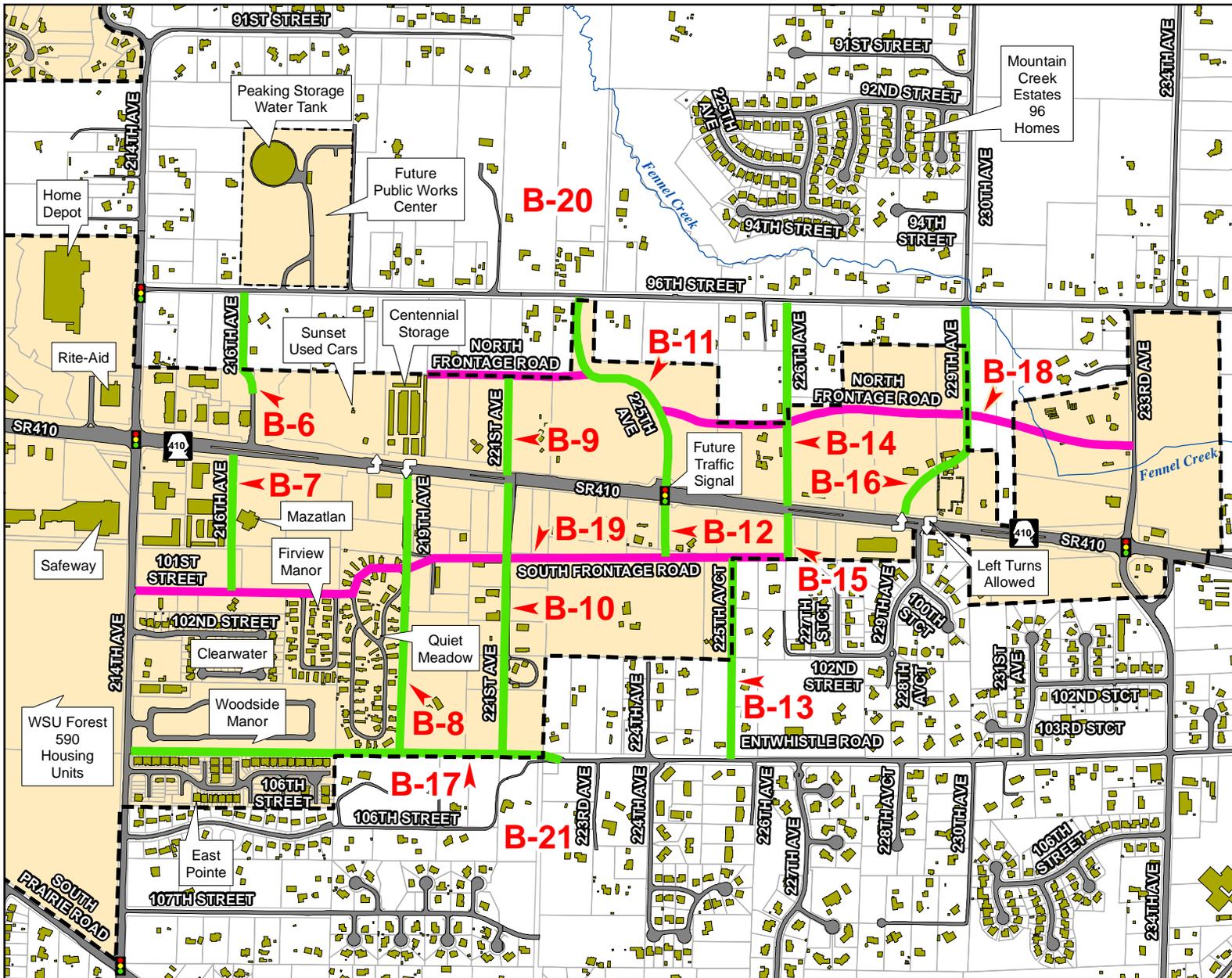
**B-2**  
186th Ave Corridor Improvements  
Dev/City  
\$1,900,000  
ROW, sidewalks, stormwater,  
road widening to City standards



May 28, 2014

# Six Year Transportation Improvement Program

## Eastown Future Public Roads



- Future Public Road with TIP Project Number
- Future Private Road
- Existing Paved Road
- ~ Fennel Creek
- Tax Parcel
- Bonney Lake City Limits
- Building

- B-6** 216th Ave - North Side
- B-7** 216th Ave - South Side
- B-8** 219th Ave - South Side
- B-9** 221st Ave - North Side
- B-10** 221st Ave - South Side
- B-11** 225th Ave - North Side
- B-12** 225th Ave - South Side
- B-13** 225th AvCt - South Side
- B-14** 226th Ave - North Side
- B-15** 226th Ave - South Side
- B-16** 229th Ave - North Side
- B-17** Entwistle Rd - South
- B-18** North Frontage Road
- B-19** South Frontage Road
- B-20** Northern Public Road Stormwater Facility
- B-21** Southern Public Road Stormwater Facility

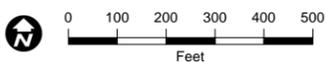
Number and location of Eastown Public Road stormwater ponds will be determined with completion of the Eastown Stormwater Master Plan

0 1,000 Feet

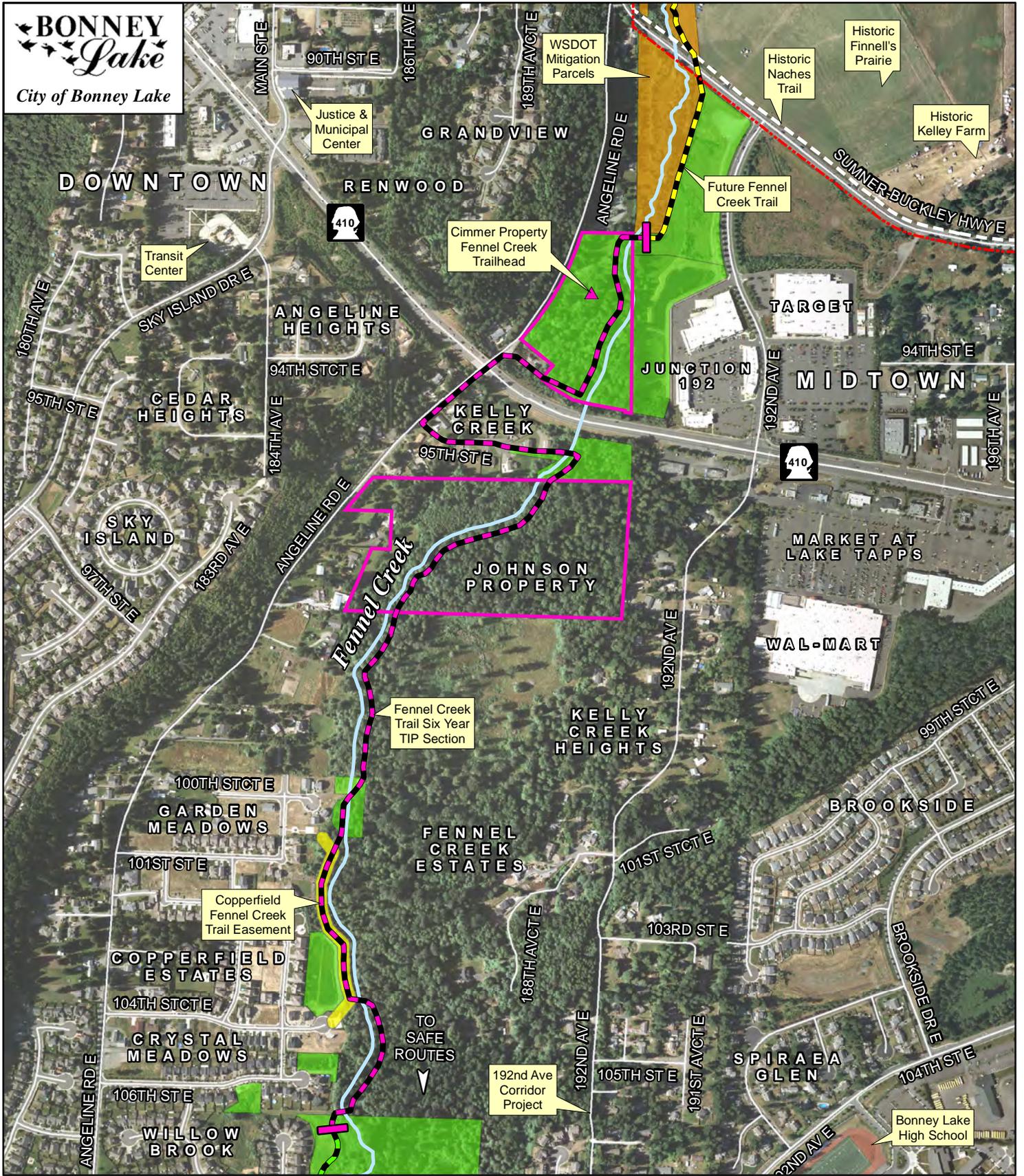
May 28, 2014



**Victor Falls Springs**  
Featuring Fennel Creek  
and Victor Falls Estates



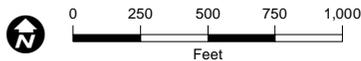
- |                      |                             |                          |
|----------------------|-----------------------------|--------------------------|
| Victor Falls Estates | Fennel Creek                | Spring Collection Box    |
| City-Owned Property  | Existing Fennel Creek Trail | Valve                    |
| Easement             | Future Fennel Creek Trail   | Gate Valve               |
|                      | Safe Routes to School       | Water Main               |
|                      | Bonney Lake City Limits     | Spring Transmission Line |



# Fennel Creek Trail

## Six Year Transportation Improvement Program

*Crystal Meadows to the Cimmer Property*

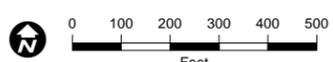


**Legend**

- Fennel Creek
- Fennel Creek Trail TIP Section
- Existing Fennel Creek Trail
- Future Fennel Creek Trail
- City-Owned Property
- Fennel Creek Trail Easements
- WSDOT Property
- Historic Naches Trail
- Bonney Lake City Limits
- Fennel Creek Trailhead
- Project Start/End



# Willowbrook to Victor Falls Springs Trail



- Victor Falls Estates
- City-Owned Property
- Easement
- Fennel Creek
- Existing Fennel Creek Trail
- Future Fennel Creek Trail
- Safe Routes to School
- Bonney Lake City Limits
- Spring Collection Box
- Valve
- Gate Valve
- Water Main
- Spring Transmission Line

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

<b>Department/Staff Contact:</b> Executive / Mayor Johnson	<b>Meeting/Workshop Date:</b> 24 June 2014	<b>Agenda Bill Number:</b> AB14-81
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2392	<b>Councilmember Sponsor:</b> Swatman

**Agenda Subject:** Agreement for Legal Services

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Washington, Authorizing The Mayor To Sign An Agreement With Porter Foster Rorick, Llp For Legal Services.

**Administrative Recommendation:** Approve

**Background Summary:** In 2013 Jim Dionne retired as City Attorney and the legal firm was renamed Porter Foster Rorick, LLP. Kathleen Haggard has proposed that a new legal services agreement be established. This agreement increases the number of hours of retainer (flat rate) service to 75 hours monthly, and a flat hourly rate for services thereafter. Given the average rates that experienced municipal law firms charge cities, this is considered a very favorable rate, with NO annual CPI adjustment. The agreement would be for one year, with automatic renewals unless either party gives notice otherwise.  
**Attachments:** Resolution No. 2392; New Agreement; Old Agreement

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$200,000 civil legal budget			
<b>Budget Explanation:</b> No change to legal budget. \$139,500 minimum for retainer services			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 10 June 2014	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Katrina Minton-Davis Councilmember Donn Lewis	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 0 10px;">Yes</td> <td style="padding: 0 10px;">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										
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Forward to: June 24 Meeting		<b>Consent Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

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

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

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RESOLUTION NO. 2392

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR LEGAL SERVICES WITH PORTER FOSTER RORICK, LLP.

WHEREAS, the name of the City's law firm has changed; and

WHEREAS, the City Council finds it desirable to make minor amendments to the legal services agreement with the legal firm serving as the City Attorney;

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

That the Mayor is authorized to sign the Agreement between the City of Bonney Lake and Porter Foster Rorick, LLP for legal services, attached hereto and incorporated herein by this reference.

**PASSED BY THE CITY COUNCIL** this 24<sup>th</sup> day of June, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathleen Haggard, City Attorney

**AGREEMENT FOR LEGAL SERVICES**

For the purpose of providing legal services and in consideration of the following mutual promises and conditions, Porter Foster Rorick LLP, hereinafter referred to as "Attorney," and the City of Bonney Lake, hereinafter referred to as "City," agree as follows:

1. Attorney hereby agrees to provide legal services, upon request, for the City of Bonney Lake as City Attorney. All members of the firm shall have the authority to perform legal services on behalf of the City with the same authority as the City Attorney.

2. Attorney agrees to provide up to 75 retainer hours per month for the flat fee of \$11,625 per month. Hours in excess of 75 monthly hours will be billed at \$215 per hour.

3. Services required hereunder shall not include services covered by insurance or other third party indemnity agreements for attorney fees which will be billed at attorney's regular hourly rates, or as otherwise agreed on a case-by-case basis. Conflicts of interest for specific cases shall be handled on a case-by-case basis with the appointment of independent counsel.

4. The City agrees to continue to maintain insurance coverage for Attorneys, consistent with that of other employees and appointed officials, while acting as City Attorney or assistant City Attorney on behalf of the City of Bonney Lake. Attorneys shall be an additional named insured on such policies. If insurance is not provided, then the City, for failure thereof, shall defend Attorneys and hold Attorneys harmless for any liability or damages or other requested relief for any acts or omissions of Attorneys on behalf of the City of Bonney Lake.

5. Disputes under this Agreement shall be decided by binding arbitration under the voluntary rules of the American Arbitration Association, unless otherwise agreed to by the parties. This Agreement shall be in effect for a period of one year after approval and shall automatically renew for additional one-year increments unless terminated or modified by the Parties.

**DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

**PORTER FOSTER RORICK, LLP**

**CITY OF BONNEY LAKE**

\_\_\_\_\_

\_\_\_\_\_

**By: KATHLEEN HAGGARD**

**By: NEIL JOHNSON, JR., MAYOR**

**AGREEMENT**

For the purpose of providing legal services and in consideration of the following mutual promises and conditions, Dionne and Rorick, hereinafter referred to as "Attorney", and the City of Bonney Lake, hereinafter referred to as "City", agree as follows:

1. Dionne and Rorick hereby agrees to provide legal services, upon request, for the City of Bonney Lake as City Attorney. All members of the firm shall have the authority to perform legal services on behalf of the City with the same authority as the City Attorney.

2. (a) Attorney agrees to provide up to 45 retainer hours per month for the flat fee of \$2,925 per month to the City of Bonney Lake for all Departments other than Public Works and Criminal court prosecution matters. Additional hours will be billed at \$105 per hour; (b) Attorney agrees to provide six (6) retainer hours per month for the Public Works Department for the flat fee of \$450 per month. Additional hours will be billed at \$115 per hour; (c) Attorney agrees to handle all Criminal Court prosecution matters, except for appeals and jury trials, for the flat rate of \$2500. Additional hours for jury trials and appeals will be billed at \$105 per hour; (d) These amounts and rates shall increase each fiscal year, beginning in January, 2000, by that percentage increase set forth in the All-Urban Consumers Index (CPI-U) (1982-1984-100) for the Seattle-Tacoma-Bremerton area for the immediately preceding calendar year.

3. Services required hereunder shall not include services covered by insurance or other third party indemnity agreements for attorney fees which will be billed at attorneys regular hourly rates, or as otherwise agreed on a case-by-case basis. Conflicts of interest for specific cases shall be handled on a case-by-case basis with the appointment of independent counsel.

4. The City agrees to provide administrative support and clerical support services necessary for the performance of Attorney's services on behalf of the City.

5. The City agrees to continue to maintain insurance coverage for Attorneys, consistent with that of other employees and appointed officials, while acting as City Attorney or deputy City Attorney on behalf of the City of Bonney Lake. Attorneys shall be an additional named insured on such policies. If insurance is not provided, then the City, for failure thereof, shall defend Attorneys and hold Attorneys harmless for any liability or damages or other requested relief for any acts or omissions of Attorneys on behalf of the City of Bonney Lake.

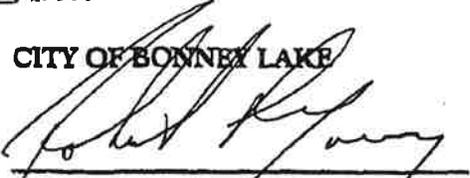
6. Disputes under this Agreement shall be decided by binding arbitration under the voluntary rules of the American Arbitration Association, unless otherwise agreed to by the parties. This Agreement shall continue until modified or eliminated in writing by either party.

DATED this 12th day of October, 1999.

DIONNE & RORICK

  
By: James J. Dionne

CITY OF BONNEY LAKE

  
By: Robert Young, Mayor

g:\admin\011\90927\blake.agr.doc

Col auth. 10/12/99

**Exhibit "A" to Resolution No. 2146**

**AGREEMENT MODIFICATION**

For the purpose of providing legal services and in consideration of the following mutual promises and conditions, the law firm of Dionne & Rorick, hereinafter referred to as "Attorney," and the City of Bonney Lake, hereinafter referred to as "City," hereby agree to modify the current contract relationship dated October 12, 1999 by replacing the current section 2 of that contract to read as follows and to begin in effect as of September 1, 2011:

2. (a) Attorney agrees to provide up to 45 retainer hours per month for the flat fee of \$4975 per month to the City of Bonney Lake for all Departments other than Public Works. For purposes of this subsection (a), Criminal Court shall be considered to be a City Department, provided that, Attorney shall only provide backup services to a City-hired and supervised prosecuting attorney/employee of the City. Additional hours will be billed at \$165 per hour; (b) Attorney agrees to provide six (6) retainer hours per month for the Public Works Department for the flat fee of \$900 per month. Additional hours will be billed at \$175 per hour; (c) These amounts and rates shall increase each fiscal year, beginning in January 2012 by that percentage increase set forth in the All-Urban Consumers Index (CPI-U) for the Seattle-Tacoma-Bremerton area for the immediately preceding calendar year.

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

<b>Department / Staff Member:</b> CD / Jason Sullivan	<b>Meeting/Workshop Date:</b> June 24, 2014	<b>Agenda Bill Number:</b> AB14-82
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2393	<b>Councilmember Sponsor:</b> Katrina Minton-Davis

**Agenda Subject:** Authorization to contract with Berk Consulting for development of the Economic Development Plan and Market Analysis

**Full Title/Motion:**  
 A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize the contract with Berk Consulting for Economic Development Plan and Market Analysis

**Administrative Recommendation:**

**Background Summary:**  
 The current economic development plan was adopted on December 13, 2005 and has never been amended or updated. Given the time that has elapsed since the adoption of the current economic development plan, staff proposed that the economic development plan be rewritten in the *Bonney Lake 2035 Scope of Work and Public Participation Plan*, which was subsequently approved by the City Council pursuant to Resolution 2320. The City Council also approved an amendment to the Biennium Budget authorizing the Community Development Department to spend up to \$40,000 on consultants associated with the Comprehensive Plan Update not including the update to the Transportation Element. While staff plans to complete most of the update in house, there are some elements of the update to the economic development plan that need to be completed by a consultant with expertise in market analyses and economic development plans. Specific task to be complete by the consultant include the preparation of an Economic Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis, an Economic Development Strategic Action Plan identifying programs and projects to foster economic growth and development in the City, and a Non-Retail Market Analysis for specific industries to determine the viability of each industry within the City.  
**Attachments:** Resolution 2393; Contract; Proposal

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$40,500	\$40,500	\$35,000	\$5,500
<b>Budget Explanation:</b> 001.000.058.558.60.41.40 - Planning Services			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>				
<b>Council Committee:</b>	Economic Development Committee	<i>Approvals:</i>	Yes	No
		Chair/Councilmember	Katrina Minton-Davis	<input checked="" type="checkbox"/> <input type="checkbox"/>
<b>Committee Date:</b>	June 10, 2014	Councilmember	Randy McKibbin	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Tom Watson	<input checked="" type="checkbox"/> <input type="checkbox"/>
<b>Forwarded to:</b>	<b>Consent Agenda:</b>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Commission/Board Review:</b>				
<b>Hearing Examiner Review:</b>				

**COUNCIL ACTION**

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled to:

**APPROVALS**

**Director:**

**Mayor:**

**Date Reviewed by**

JPV

**City Attorney:**  
(if applicable):

**RESOLUTION NO. 2393**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH BERK CONSULTING, INC. FOR THE PREPARATION OF AN ECONOMIC DEVELOPMENT PLAN AND MARKET ANALYSIS.**

**WHEREAS**, the City of Bonney Lake is in the process of updating the City's Economic Vitality Element as part of the update of the Bonney Lake Comprehensive Plan; and

**WHEREAS**, the City Council has decided to engage the services of a consultant to prepare an Economic Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis, an Economic Development Strategic Action Plan identifying programs and projects to foster economic growth and development in the City, and a Non-Retail Market Analysis for specific industries to determine the viability of each industry within the City as part of the update to the Economic Vitality Element;

**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 Berk Consulting, Inc. for the preparation of an Economic Development Plan and Market Analysis in the amount of \$35,000

**PASSED** by the City Council this \_\_\_\_\_ day of June, 2014.

---

Neil Johnson Jr., Mayor

ATTEST:

---

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

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Kathleen Haggard, City Attorney

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## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Bonney Lake ("City") and Berk Consulting, 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 any 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. 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 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 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, 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, 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 authorize Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

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

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

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

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

12. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

**C. Other Insurance Provisions**

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

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

**D. Acceptability of Insurers**

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

**E. Verification of Coverage**

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: \_\_\_\_\_  
Neil Johnson, Mayor

By:  \_\_\_\_\_  
Berk Consulting, Inc.

**Attachments:**

**Exhibit A: Scope of Work**

**Exhibit B: Budget Worksheet and Consultant Rates**

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# Exhibit A

## Phase 1 – SWOT and Market Analysis

### Task 1: Strength, Weakness, Opportunity and Threat Analysis

The consultant will prepare a SWOT Analysis identifying the internal and external factors that favorably and unfavorably influence economic development in the City. These factors include, but are not limited to, location, access, transportation and transit, housing, available land, infrastructure, public service capacity, and the surrounding trade market.

The City has developed and provided a Community Profile that included a summary of the local economy such as the City's demographics (e.g. population, income, age, etc.) and employment (e.g. jobs-housing balance, employment by category, taxable sales, etc.).

#### Deliverable: SWOT Analysis

### Task 2: Market Analysis: Hotels, Flex-Office, Warehousing/Logistics, and Light Manufacturing

The purpose will be to first increase the understanding of the City's current economic structure and then to identify target economic opportunities that are both realistic and compatible. Existing and emerging industries will be identified and discussed in terms of their potential to expand or grow within the City. This report will focus on four types of development: hotels, flex-office, warehousing/logistics, and light manufacturing.

#### Deliverable: Market Analysis

## Phase 2 – Options Analysis and Strategy Development

### Task 3: Economic Development Alternatives

This analysis will build on the SWOT and Market Analysis prepared in Phase 1. The focus will be to establish specific alternatives for the retention and attraction of business, quality employment opportunities, and sustainable City revenues. The alternatives will be reviewed in conjunction with adopted City policies.

#### Deliverable: Alternatives

### Task 4: Economic Development Strategic Action Plan

Based upon the alternatives established in Phase II - Task 3, a strategic action plan will be prepared. Specific programs, activities, and tasks will be identified to implement the economic development alternatives.

#### Deliverable: Final Action Plan

## **Phase 3: Marketing Materials Development**

### **Task 5: Marketing Materials**

Following the completion of the Tasks 1 – 4 marketing materials will developed to target the top two industries that have the highest potential to locate in the City. These materials will be used by the City to recruit developers and business.

**Deliverable: Marketing Materials (10 Copies) and an electronic reproducible copy of the Marketing Materials**

# Exhibit B

	Brian Murphy, Project Manager	Kevin Gifford, Lead Analyst	Kevin Ramsey, Market Analyst	Michael Hodgins, Municipal Finance Expert	Analytic and Project Support	Total Hours and Estimated Cost by Task
2014 Hourly Rate	\$230	\$140	\$140	\$250	\$75	
<b>Phase 1 - SWOT and Market Analysis</b>						
Task 1: SWOT Analysis						
Meeting 1 (w/prep & travel)	5	4				
Deliverable: SWOT Analysis	2	4				
<b>Subtotal</b>	<b>7</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b> <b>\$2,730</b>
Task 2: Market Analysis: Hotels, Flex-Office, Warehousing/Logistics, and Light Manufacturing						
Quantitative Analysis and Interviews		20			20	
Meeting 2	5	4				
Deliverable: Market Analysis	4		15	2	10	
<b>Subtotal</b>	<b>9</b>	<b>24</b>	<b>25</b>	<b>2</b>	<b>30</b>	<b>90</b> <b>\$11,680</b>
<b>Phase 2: Options Analysis and Strategy Development</b>						
Task 3: Economic Development Alternatives						
Meeting 3	5	4				
Deliverable: Alternatives	5	10	10	2		
<b>Subtotal</b>	<b>10</b>	<b>14</b>	<b>10</b>	<b>2</b>	<b>0</b>	<b>36</b> <b>\$6,160</b>
Task 4: Economic Development Strategic Action Plan						
Draft Action Plan	5	20	10	2		
Meeting 4	5	4				
Deliverable: Final Action Plan	2	10	5			
<b>Subtotal</b>	<b>12</b>	<b>34</b>	<b>15</b>	<b>2</b>	<b>0</b>	<b>63</b> <b>\$10,120</b>
<b>Phase 3: Marketing Materials Development</b>						
Task 5: Marketing Materials						
Draft Materials	4	10			6	
Deliverable: Final Materials	2	4			2	
<b>Subtotal</b>	<b>6</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>28</b> <b>\$3,940</b>
<b>Total Estimated Hours</b>	<b>44</b>	<b>94</b>	<b>50</b>	<b>6</b>	<b>38</b>	<b>232</b>
<b>Cost (Hours*Rate)</b>	<b>\$10,120</b>	<b>\$13,160</b>	<b>\$7,000</b>	<b>\$1,500</b>	<b>\$2,850</b>	<b>\$34,630</b>
<b>Subtotal Consultant Cost</b>	<b>\$34,630</b>					
<b>Project Expenses @ ~1%</b>	<b>\$370</b>					
<b>Estimated Project Total</b>	<b>\$35,000</b>					

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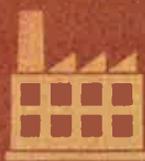
# PROPOSAL

City of Bonney Lake

## ECONOMIC DEVELOPMENT PLAN AND MARKET ANALYSIS

Submitted May 16, 2014

VISION



market

innovation



STRATEGY ■ ANALYSIS ■ COMMUNICATIONS

“Helping Communities and Organizations

Create Their Best Futures”  
Agenda Packet p. 51 of 85

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May 16, 2014

Attn: Jason Sullivan, Senior Planner  
City of Bonney Lake  
9002 Main Street East, Suite 300  
Bonney Lake, WA 98391-0944

**RECEIVED**

**MAY 16 2014**

**City of Bonney Lake  
Permit Center**

1020

**RE: City of Bonney Lake Economic Development Plan and Market Analysis**

Dear Mr. Sullivan and the Consultant Selection Panel:

BERK Consulting is pleased to submit our qualifications and proposal to support the City of Bonney Lake in the creation of an Economic Development Plan and Market Analysis. This Plan will be incorporated in the City's Comprehensive Plan Update as the Economic Vitality chapter.

We understand this effort will be focused on two important tasks: 1) updating the City's understanding of its competitive market position and opportunities in the region through SWOT and targeted market analysis; and 2) establishing an action plan to guide City policies, programs, actions, and investments. Marketing materials will be also developed to promote high priority development opportunities to potential investors.

BERK has led dozens of economic development planning efforts at the city and county level in jurisdictions throughout Western Washington, from urban centers such as Bellevue to rural communities such as Stanwood and Carnation. We have worked on similar issues with a number of communities that Bonney Lake has identified as peers in its excellent Community Profile, including the cities of Covington, Lake Stevens, Maple Valley, and University Place.

Our Sustainable Communities and economic development planning practice fosters resilient cities, able to meet challenges as they arise and make wise long-term decisions. Our frameworks and tools integrate land use, economics, and fiscal analysis to help communities create robust, holistic strategies. This balanced approach brings community members, City staff, and elected officials together around compelling visions and actionable strategies.

We look forward to discussing this project with you in detail. In the interim, more information about our firm, approach, team, and client satisfaction can be found on our website: [www.berkconsulting.com](http://www.berkconsulting.com).

Sincerely,



Brian Murphy, Principal

**BERK**

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# Firm Information

## SINGLE POINT OF RESPONSIBILITY/ ACCOUNTABILITY

BERK Consulting acknowledges that the City requires a single point of contact/authority for this project. **Brian Murphy**, a Principal at BERK, will serve as this single point of contact/authority and will be the Project Manager.

## GENERAL QUESTIONS

1. **How many years has your company been in business? How long have you been providing these services? What is your company's primary line of business?** BERK Consulting has been in business for more than 25 years. We were incorporated in the State of Washington in 1988. Our primary business is providing management consulting support to public sector agencies in Washington State.
2. **Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).** Founded in 1988, BERK Consulting (BERK) is an interdisciplinary consultancy integrating strategy, planning, and policy development; financial and economic analysis; and facilitation, design, and communications. Our passion is working in the public interest, helping public and nonprofit agencies address complex challenges and position themselves for success. We are known

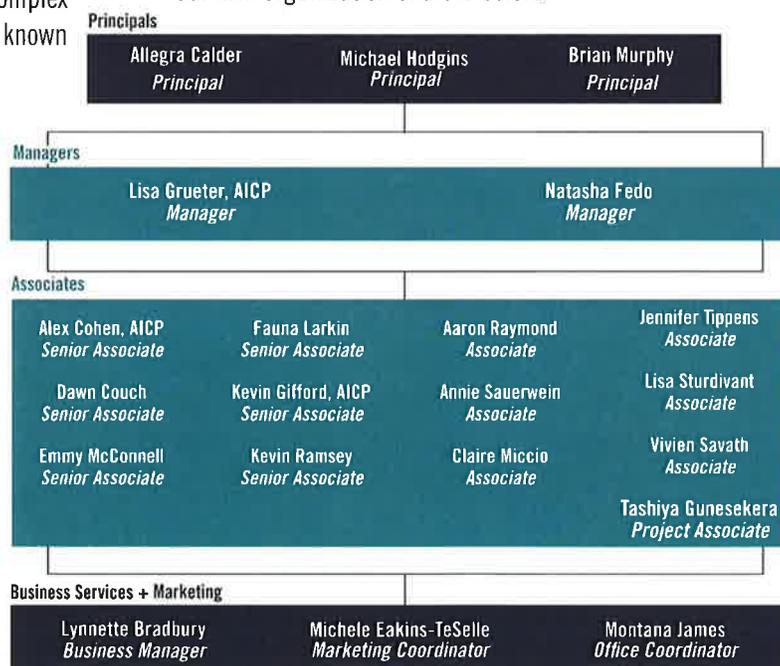
statewide for our depth of knowledge and public policy expertise.

Our Mission is: **Helping Communities and Organizations Create their Best Futures.** We do this by:

- Integrating the art of effective decision-making with the science of rigorous quantitative and qualitative analysis;
- Bringing people, ideas, and analysis together to generate understanding and consensus on the best strategies and decisions; and
- Bridging across disciplines to synthesize diverse information and facilitate relationships.

A hallmark of our approach is our ability to communicate complex information to a wide-range of audiences, using words, numbers, pictures, and maps to convey information in accessible, understandable formats. We believe that when participants truly understand the issues and options before them, they are able to make good decisions, and then communicate and explain those decisions to the broader community.

Our firm organization chart is below.



3. **How many employees do you have? What is the total years' experience your employees have in this profession; what is the average?** BERK Consulting has a total of 21 full-time employees. We have 162 years' experience combined, with an average of 8 across the entire BERK team. Our project team has a combined 47 years' experience, with an average of almost 12 years' experience.
4. **State the type of ownership of your company. Give the State and date of your incorporation, if applicable. List headquarters and regional/full-service office locations and website address.** BERK is a privately owned s-corporation, incorporated in the State of Washington in October 1988. We have a single office location in downtown Seattle. For more information about our firm, please visit our website: [www.berkconsulting.com](http://www.berkconsulting.com).
5. **Provide the key contact name, title, address, telephone, and fax numbers. Also identify the person(s) authorized to contractually bind the organization. Provide resumes for owners and personnel intended to serve on the project team.**

**Primary contact:** Brian Murphy, Principal

**Address:** BERK Consulting 2025 1st Ave Suite 800 Seattle, WA 98121

**Phone:** 206-324-8760 **Fax:** 206-324-8965

Brian will serve as Project Manager, and as a Principal he is able to contractually bind the firm.

Resumes for the proposed project team are in the **Appendix A: Staff Resumes** section of this proposal.
6. **Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.** BERK has no current or pending litigation against the firm.
7. **Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire any other companies?** It is not anticipated that BERK will be acquired by another firm or acquire any other firm in the foreseeable future.
8. **Include the names of three current or former customers (title, phone numbers, and email addresses) that have had a scope of work similar to that described in this RFP.**
  - **City of Bellevue Economic Development Plan project reference:** Dan Stroh, Planning Director, City of Bellevue, 425-452-5255, [DStroh@bellevuewa.gov](mailto:DStroh@bellevuewa.gov)
  - **Kenmore Economic Development Plan project reference:** Nancy Ousley, Assistant City Manager, City of Kenmore, 425-398-8900, [nousley@ci.kenmore.wa.us](mailto:nousley@ci.kenmore.wa.us)
  - **City of Tumwater Economic Development & Strategic Action Plan project reference:** Tim Smith, Planning Manager, City of Tumwater, 360-754-4180, [tsmith@ci.tumwater.wa.us](mailto:tsmith@ci.tumwater.wa.us)

# Scope of Work Questions

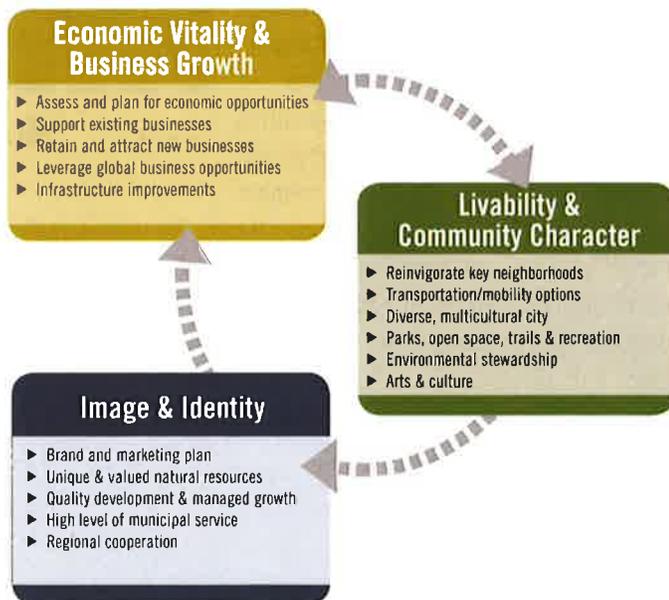
## ECONOMIC DEVELOPMENT EXPERIENCE

BERK has led economic development planning efforts at the city and county level in many jurisdictions in Washington. We understand community interest in developing robust economies that promote employment, local shopping and service options, and a fiscal tax base while preserving and building upon our region's high quality of life and natural and cultural assets. BERK is familiar with the strategies and tools best used to accomplish these complementary goals.

The vast majority of the sample projects listed on the following pages combined facilitation of a project steering committee; community outreach and visioning; detailed demographic, economic, and market analysis; and strategic planning.

### *BERK Approach to Actionable Economic Development Strategic Plans*

We believe that a city is best able to maximize its strengths and mitigate challenges when it has a clear and actionable plan in place to align its economy; quality of life and community character; and image and identity. We employ the framework shown below to evaluate opportunities and challenges in each of these areas and create a comprehensive, sustainable economic development plan that integrates each important aspect.



At BERK, economic development planning falls under our multi-disciplinary **Sustainable Communities** practice. Too often, communities apply only a market-focused lens to economic development. We believe an appropriate and viable economic development plan needs to be informed by the combined tensions of the community's vision, competitive market position, and fiscal reality, with land use planning and policy development serving as a primary, but not sole strategic lever.



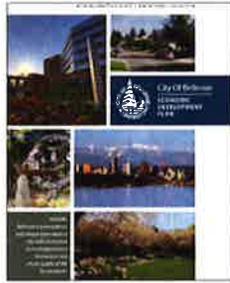
Members of our Sustainable Communities practice and the project team established for Bonney Lake bring a variety of skills and expertise to this work, including market analysis, fiscal analysis, land use planning, strategic planning, facilitation, and communications. The following pages profile some relevant projects, and we describe more of the unique features of our comprehensive approach on [page 7](#).

## Relevant Project Experience

### City of Bellevue

#### *Economic Development Plan*

BERK is the final phases of completing the development of the City of Bellevue's Economic Development Plan. The Plan development process built on our facilitation of an interdepartmental staff retreat in 2012 to develop a common understanding about the elements of a successful economic development strategy, and how those elements can be proactively applied in Bellevue.



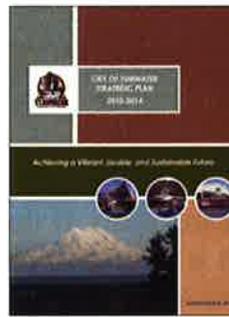
We worked closely with the Economic Development Planning Committee, comprised of City department leaders, to design a thoughtful and effective strategy. By analyzing quantitative demographic, economic, and market data, as well as conducting individual interviews with over 50 key stakeholders, we developed a detailed Situation Assessment. This Assessment provided the foundation for the development of an action-oriented Plan to guide current and future economic development efforts.

The Economic Development Plan has been developed to align the efforts and expectations of City Council, staff, and partners, and clearly state the City of Bellevue's economic goals and priorities. The Plan is structured around Direct Economic Development Strategies that describe specific actions the City will take to support targeted portions of its economy (including a focus on technology entrepreneurship and positioning Bellevue as a Pacific Rim gateway), and Foundational Strategies that support quality of life for Bellevue residents and all of Bellevue's businesses and economic clusters.

Besides being an action-oriented guiding document for advancing Bellevue's economy, it is an attractively designed communication tool. In addition, we facilitated the development of an internal Implementation Plan, a companion document to the Economic Development Plan, to capture implementation tactics, responsibility for leading and supporting individual tasks, resource requirements, and partnership opportunities.



We also engaged the Bellevue City Council in the Plan development, by presenting the Plan and seeking input. The Economic Development Plan is expected to be adopted by the City in the summer of 2014.



### City of Tumwater

#### *Strategic Plan & Economic Development Plan*

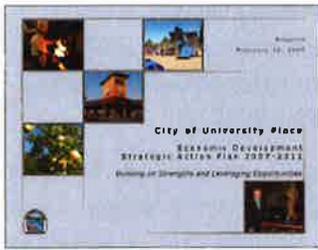
In close collaboration with the Mayor and City Manager, BERK facilitated the City Council through a strategic planning process that addressed multiple complex issues, including the scale and character of desired future economic development and the City's role in facilitating investment in the community. Other topics included strengthening neighborhood identity and investing in place-making in strategic locations throughout the community. The Strategic Plan establishes a Vision for the future of Tumwater and detailed short- and long-term Goals and Strategies to achieve that Vision. The Plan guides the ongoing priorities of City Council and other boards and commissions, the work of City staff, and the City's annual budget-setting process. BERK also designed and facilitated a parallel economic development planning process with its own Citizens Advisory Committee. This Plan, which adheres to the direction established in the Strategic Plan, drew on BERK's fiscal and market analysis to ensure the long-term financial sustainability of the City. The Strategic and Economic Development Plans were unanimously adopted by the City Council.

### City of Kenmore

#### *Economic Vitality Strategy*

This project involved working with City staff and a Community Advisory Committee to develop a comprehensive economic development strategy for Kenmore. In addition to facilitation of Committee meetings, BERK staff conducted stakeholder outreach, City Council member focus groups, and a Community Open House. We used targeted market analysis and interviews to assess the City's competitive advantage in certain retail and employment sectors. The Strategy identified four strategic goals and outlined recommended action steps and performance indicators to help ensure successful implementation. The Strategy was unanimously adopted by the City Council on June 1, 2009.





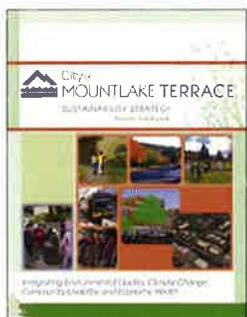
**City of University Place**  
*Economic Development Strategic Action Plan 2002-07: Strategies for a Livable and Economically Sustainable Community*

BERK led a two-phase community-wide Economic Development Strategic Action Plan. In Phase I, we designed and facilitated an Economic Development Summit to identify the City's economic development needs, vision, and next steps. This well-attended planning process provided the foundation for Action Plan development. In Phase II, we facilitated a citizen Task Force, supported by BERK's economic, market, and financial analyses, and crafted an economic development implementation plan, including vision, goals, strategies, timeline, and measurable outcomes. The Plan was unanimously adopted by the City Council.

**City of Woodinville**  
*Economic Development Strategic Action Plan: Strengthening Our Unique Community & Economy*



BERK facilitated the development of the Plan by the City's Economic Development Task Force. We provided a holistic economic development planning framework, an analytic foundation comprised of quantitative and qualitative research, and strategic planning facilitation. We conducted a comprehensive analysis of the City's demographics, economics, real estate market, land supply, and fiscal realities in the context of the larger region, as well as easy-to-read summaries of existing City analysis and policy document. We incorporated public input via stakeholder interviews and an open house. We developed a concise Situation Assessment that supported the development of an action-oriented Plan to guide current and future economic development efforts by the City and its partners.



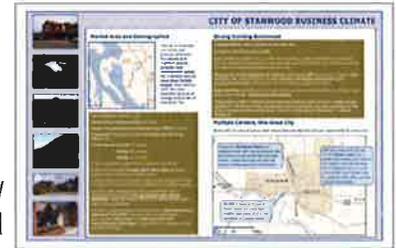
**City of Mountlake Terrace**  
*Economic Vitality and Sustainability Strategy*

BERK provided research, market analysis, strategy development, and public outreach for two complimentary plans for the City of Mountlake Terrace: a Sustainability Strategy and an Economic Vitality Strategy. The Sustainability

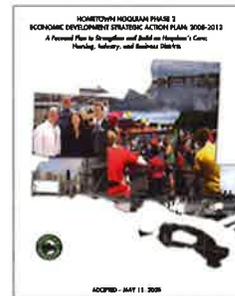
Strategy defines how the City can lead in environmental

sustainability through its practices, policies, and interactions with its partners and the community. The Clean Technology Opportunity Assessment establishes a definition for the emerging clean technology cluster, assesses the City's competitive position, and identifies strategies to cultivate business growth in this sector. The Economic Vitality Strategy builds on the Clean Tech Opportunity Assessment and Sustainability Strategy to establish actionable strategies for economic growth in clean tech and more traditional markets.

**City of Stanwood**  
*Economic Development Plan*



BERK worked with the City to create an action-oriented plan to strengthen the City's economy and address employment, tourism, and residential quality of life issues. Project components included facilitation of a Citizens Advisory Committee; creation of an Economic Development Profile; a land use assessment; a fiscal analysis; and the creation of a Marketing Plan for effective promotion of the City. We also created a suite of marketing materials for use by the City and its partners in recruiting business and development activity.

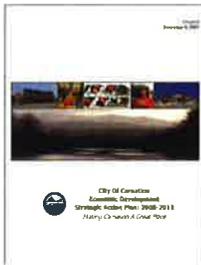


**City of Hoquiam**  
*Economic Development Strategic Action Plan: 2008-2012 A Focused Plan to Strengthen and Build on Hoquiam's Core: Housing, Industry, and Business Districts*

BERK developed an overall City economic development strategy informed by quantitative and qualitative assessment of the City's key strengths, challenges, and opportunities. The result is an actionable Plan that will serve as a roadmap and guide to City activities and investments. In particular, we analyzed Hoquiam's downtown – its competitive position, current strategic assets, business and ownership profile, retail offerings, and vacancies – and developed a strategy and organizational structure to advance downtown revitalization. We assessed site-specific opportunities and identified best uses from economic, fiscal, and community perspectives, as well as catalytic actions the City can take to advance desired development. We also developed marketing materials to help promote the City's identity and strengths to the business and development communities.

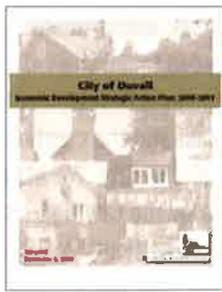
**City of Carnation**  
**Economic Development Strategic Action Plan: 2008-2012**

BERK developed a strategic economic and community development plan to enhance community assets and plan for future City success. Phase I of the project included facilitating a visioning retreat with City Council, conducting stakeholder interviews, assessing the City's socio-economic profile, and analyzing the impact of various development options on the City's fiscal situation. Phase II included identification of strategic themes based on Phase I work, and facilitation of a Community Forum. Phase III was the writing and Council adoption of the Final Economic Development Strategic Action Plan.



**Pierce County**  
**Economic Action Agenda: Interdepartmental Strategic Plan 2006-09**

BERK created an Economic Development Action Plan to align the County's land use planning and infrastructure investments with business recruitment and retention goals. We identified strategic issues, conducted stakeholder interviews and economic analysis, and worked with senior staff, the County Executive, and the County Council to develop a broadly supported Economic Action Agenda and Work Plan.



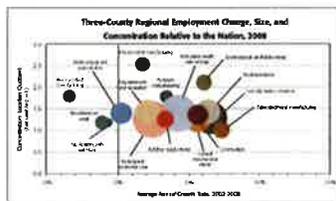
**City of Duvall**  
**Economic Development Strategic Action Plan: 2006-2011**

BERK developed a comprehensive analysis of the City's demographics, economics, real estate market, land supply, and fiscal realities in the context of the larger region.

We summarized this information in a concise Situation Assessment that was then used to develop an action-oriented plan to guide economic development efforts by the City and its partners. We also integrated input from the City's Cultural Planning Steering Committee to strengthen the City's draw as a cultural tourism destination. The Plan encompassed numerous arts, culture, and tourism strategies and integrated revitalization strategies in Old Town with actions to attract new residential and commercial development in other parts of town.

**Coeur d'Alene Reservation**  
**Economic Analysis**

BERK analyzed the Coeur D'Alene Reservation's market position and economic development



opportunities, building from the vision and ambitions articulated in the Tribe's Comprehensive Economic Development Strategy (CEDS). Quantitative analysis, including location quotients, employment and wage analysis, journey-to-work maps, and estimation of retail sales leakage, were combined with stakeholder interviews to identify target industries with potential for employment generation and retail niches that may be expanded to augment the goods and services available on the Reservation.

**STAFF AVAILABILITY**

BERK is available to start the project in June, as outlined in the RFP. Our proposed staff are the staff that would work on the project. Any changes would be brought to the City for approval.

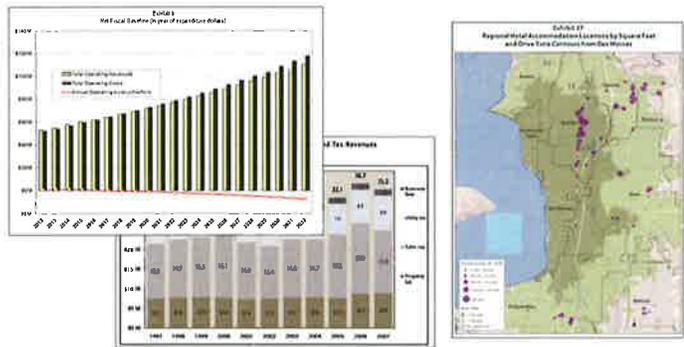
There are no current conditions or scheduling conflicts that would restrict our availability to work on this project.

# Summary of our Approach

BERK's **Sustainable Communities** practice focuses on the interplay among community vision and quality of life, economic development, fiscally sustainable municipal government service provision, and land use. Our team members have the skills and experience necessary to bring an integrated, multi-disciplinary approach to this project, incorporating market and fiscal analysis, land use, strategy development, and communications.

**Targeted Market Analysis.** Current and future regional market conditions will dramatically affect Bonney Lake's ability to capture its desired share of regional development. The City's Community Profile establishes an excellent analytic foundation. Our approach would be to build on this solid foundation with efficient supplemental analysis focused on the City's target development forms: hotels, flex-office, warehousing/logistics, and light manufacturing.

We will draw on a number of ready resources to describe the market feasibility of each of these uses, including analysis of the City's historic capture of regional development, maps showing the regional distribution of these uses over time, in-house understanding of the drivers behind business location decisions, and stakeholder interviews. Interviews are useful to gain a more nuanced understanding of market perceptions and market realities than can be achieved through quantitative analysis alone.



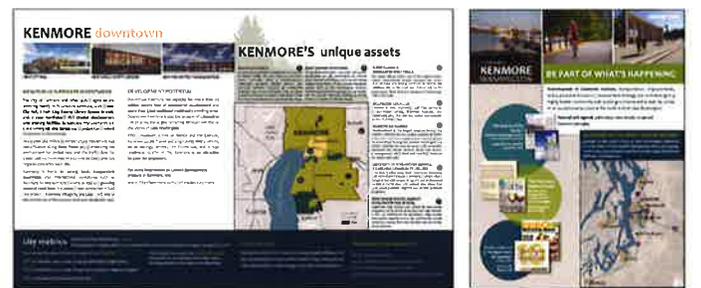
**Fiscal Impacts of Development.** Each residential or commercial development, redevelopment, or tenanting will have differential impacts on City tax revenues and service delivery costs. In evaluating desired businesses and land use types, including the targeted development forms noted above, it will be important to screen not only for market feasibility, but also fit with community vision and net fiscal impact.

**Effective Strategies Leveraging Land Use Policies, Targeted Actions, and the Whole Community.** Bonney Lake's greatest impact on its future economic development will come through the City's land use planning and policy development. The City's Comprehensive

Plan is the primary document for Bonney Lake to describe its desired future, and future land use decisions will significantly affect capacity for development and future economic activity. We have included Kevin Gifford, AICP on our team, a land use planner with a strong interest in economic development. Kevin will provide recommendations to best incorporate economic development Vision and Goals in the City's Bonney Lake 2035 Comprehensive Plan update and how the Downtown Plan, Eastown Subarea Plan, and plans, policies, and regulations may facilitate or slow desired development.

In addition to such land use considerations, we will identify actions the City can take to improve the development climate, promote investment opportunities in Bonney Lake, and otherwise support economic vitality. BERK takes a **"whole community"** approach and it will be important to draw on partners such as the Bonney Lake Chamber of Commerce and Economic Focus Group to identify community-led strategies that can be implemented in concert with City efforts to advance a shared vision and common goals.

**Compelling Communications.** Bonney Lake has many assets and opportunities for developers and business owners. These will become particularly evident through this project's market analysis, and will be the focus of selected marketing materials. BERK is known for our ability to communicate effectively, using words, charts, maps, and pictures to tell a compelling story to decision makers and potential investors.



**Flexible and Collaborative.** We see our role as supporting our clients' efforts and ultimate success by providing analysis and insight, as well as expert facilitation and plan development. Our goal is to be collaborative, efficient, and enjoyable partners to work with. We will shape our work program to support ongoing community conversations about economic development, including the work of the Community Development Committee and Economic Focus Group, Planning Commission, and City Council. We would enjoy the opportunity to help you advance towards your established economic development Vision Statement and Goals.

# Other Information

## CERTIFICATION REGARDING DEBARMENT

BERK Consulting certifies that we have never been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for covered transactions by any Federal department or agency. We also certify that within the past three years, we have not been convicted of or had a civil judgment rendered against us for commission of fraud or a criminal offense.

## SERVICES AND PRICING

The spreadsheet below details our proposed budget and level of service estimated for this project. We are happy to have further conversation with the City about this cost proposal.

## EVIDENCE OF INSURANCE

Please see [Appendix B: Evidence of Insurance](#) for a copy of our current insurance, which complies with the minimum required by the City.

	Brian Murphy, Project Manager	Kevin Gifford, Lead Analyst	Kevin Ramsey, Market Analyst	Michael Hodgins, Municipal Finance Expert	Analytic and Project Support	Total Hours and Estimated Cost by Task
2014 Hourly Rate	\$230	\$140	\$140	\$250	\$75	
<b>Phase 1 - SWOT and Market Analysis</b>						
<b>Task 1: SWOT Analysis</b>						
Meeting 1 (w/prep & travel)	5	4				
Deliverable: SWOT Analysis	2	4				
<b>Subtotal</b>	<b>7</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b> <b>\$2,730</b>
<b>Task 2: Market Analysis: Hotels, Flex-Office, Warehousing/Logistics, and Light Manufacturing</b>						
Quantitative Analysis and Interviews		20	10		20	
Meeting 2	5	4				
Deliverable: Market Analysis	4		15	2	10	
<b>Subtotal</b>	<b>9</b>	<b>24</b>	<b>25</b>	<b>2</b>	<b>30</b>	<b>90</b> <b>\$11,680</b>
<b>Phase 2: Options Analysis and Strategy Development</b>						
<b>Task 3: Economic Development Alternatives</b>						
Meeting 3	5	4				
Deliverable: Alternatives	5	10	10	2		
<b>Subtotal</b>	<b>10</b>	<b>14</b>	<b>10</b>	<b>2</b>	<b>0</b>	<b>36</b> <b>\$6,160</b>
<b>Task 4: Economic Development Strategic Action Plan</b>						
Draft Action Plan	5	20	10	2		
Meeting 4	5	4				
Deliverable: Final Action Plan	2	10	5			
<b>Subtotal</b>	<b>12</b>	<b>34</b>	<b>15</b>	<b>2</b>	<b>0</b>	<b>63</b> <b>\$10,120</b>
<b>Phase 3: Marketing Materials Development</b>						
<b>Task 5: Marketing Materials</b>						
Draft Materials	4	10			6	
Deliverable: Final Materials	2	4			2	
<b>Subtotal</b>	<b>6</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>28</b> <b>\$3,940</b>
<b>Total Estimated Hours</b>	<b>44</b>	<b>94</b>	<b>50</b>	<b>6</b>	<b>38</b>	<b>232</b>
<b>Cost (Hours*Rate)</b>	<b>\$10,120</b>	<b>\$13,160</b>	<b>\$7,000</b>	<b>\$1,500</b>	<b>\$2,850</b>	<b>\$34,630</b>
<b>Subtotal Consultant Cost</b>	<b>\$34,630</b>					
<b>Project Expenses @ ~1%</b>	<b>\$370</b>					
<b>Estimated Project Total</b>	<b>\$35,000</b>					

# Appendix A: Staff Resumes

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## BRIAN MURPHY

*Project Manager & Lead Strategist*



As a Principal at BERK, Brian's practice focuses on strategic and economic development planning. Brian has more than a dozen years of experience in strategic planning, economic development, and policy analysis. Brian is a skilled manager of complex analytic and planning projects with many moving pieces and nuanced policy choices. His work bridges financial and market analysis, integrating technical inputs with strategy and policy development for communities, public agencies, and non-profit organizations. His trademark is crafting inspiring and actionable strategies for communities, and writing plans that are succinct, compelling, and accessible for busy decision-makers and members of the public.

Brian holds an M.B.A. from the University of Washington, where he focused on marketing and finance and headed the school's Net Impact group, which focuses on sustainable business practices. He is also a Leadership Tomorrow graduate.

### EDUCATION

- M.B.A., University of Washington, selected for Beta Gamma Sigma Honor Society
- B.A., Politics, University of California at Santa Cruz, graduated with honors

### RELEVANT PROJECT EXPERIENCE

- City of Bellevue, Economic Development Plan. Project Manager.
- City of Kenmore, Capitalizing on Kenmore's Potential: An Economic Development Strategy. Project Manager.
- City of Tumwater, Strategic and Economic Development Planning. Project Manager.
- City of University Place, Economic Development Strategic Action Plan 2007-2011: Building on Strengths and Leveraging Opportunities. Project Manager.
- City of Duvall, Economic Development Action Plan. Project Manager.
- City of Carnation, Economic Development Action Plan. Project Manager.
- City of Stanwood, Economic Development Action Plan. Project Manager.
- City of Hoquiam, Economic Development Action Plan. Project Manager.
- City of Mountlake Terrace. Economic Vitality and Sustainability Strategy. Project Manager.
- City of Lynnwood, Economic Development Action Plan 2005-2010: A Balanced Plan for Economic Growth and Enhanced Quality of Life in Lynnwood. Senior Analyst.
- City of Tukwila, Strategic Plan and Strategic Plan Implementation. Project Manager.
- Tukwila Police Department, Strategic Plan. Project Manager.
- Tukwila Fire Department, Strategic Plan. Project Manager.
- City of Snohomish, Strategic Plan. Project Manager.
- City of Bellevue Fire Department, Strategic Plan Update. Project Manager.
- King County Housing Authority, Education Initiative. Project Manager.
- The Seattle Public Library, Strategic Plan. Project Manager
- Municipal Research and Services Center, Strategic Plan. Project Manager and Facilitator.
- Washington State Department of Natural Resources, Strategic Plan 2010-2014: The Goldmark Agenda. Project Manager.

## MICHAEL HODGINS

*Municipal Finance Expert*



Michael is a Principal and the firm's Finance and Economics practice manager. He specializes in financial, economic and policy studies, including urban land economics, market analysis, growth management issues, fiscal impact and feasibility studies for transportation and development projects, municipal fiscal analyses, and revenue and expenditure forecasting. He is a trusted advisor to many senior managers and elected officials working in state and local agencies.

Michael has managed numerous annexation studies for cities around the region, including Bothell, Enumclaw, Lynnwood, Kirkland and Everett. Michael recently worked with the City of Kirkland assessing the City's competitiveness related to its ability to attract and retain commercial businesses and compete within the region for new commercial development.

Prior to joining BERK in 1992, Michael was a financial analyst with Gannett Fleming. He holds a B.A. in Economics from the University of British Columbia and a Certificate in Commercial Real Estate from the University of Washington. He serves on the Advisory Board for Seattle University's Albers School of Business and Economics.

### EDUCATION

- B.A. Economics, University of British Columbia
- Certificate in Commercial Real Estate, University of Washington Extension

### RELEVANT PROJECT EXPERIENCE

- City of Kirkland, Tax Burden Analysis. Project Director.
- City of Kirkland, Competitiveness Assessment. Project Manager.
- City of Kirkland, Competitiveness Update. Project Manager.
- City of Kirkland, Potential Local Fiscal Benefits of Redevelopment of Park Place. Project Manager.
- City of Des Moines, Marina Market Analysis. Project Director.
- Port of Seattle, North Bay Industrial Market Analysis and Commercial Market Analysis. Project Manager.
- Project Director. Bellevue Downtown Association (BDA), Fiscal Implications of Downtown Growth. Project Manager.
- City of Tukwila, Strategic Plan. Strategic Advisor on Municipal Finance.
- City of Tukwila, Facilities Needs Assessment. Task Lead.
- City of Tukwila, Fire District Annexation Analyst. Project Manager.
- City of Kent, Cost Efficiencies Study. Project Manager.
- City of Bothell, Annexation Study. Project Director.
- Pierce County, Parks, Recreation, and Open Space Plan. Financial Lead.
- Pierce County, Evaluation of Pierce County Rural Separator Area. Project Director.
- City of Woodinville, Comprehensive Plan Update. Principal-in-Charge.
- City of Anacortes, Analysis of 20-Year City Revenue Requirements. Project Manager.
- City of Burien, Public Safety Service Delivery Analysis. Project Director.
- Port of Douglas County, Capital Facilities Plan and Economic Feasibility Study. Project Director.
- Washington State Department of Transportation Aviation Division, Aviation Economic Impact Study. Project Manager.
- City of Lakewood, Mediating Clear Zone Encroachment through Annexation of Military Installations. Project Director.

## KEVIN GIFFORD, AICP

*Lead Analyst*



Kevin Gifford is a senior urban planner and GIS analyst with a background in land use, environmental, and community planning. He specializes in assisting local governments with the preparation of Comprehensive Plans, Shoreline Master Program Updates, and development code amendments. He has worked with citizen groups and local governments to develop plans and regulations that can guide future development in a manner that is sustainable and community oriented.

Kevin has experience with development capacity forecasting, as well as evaluation of economic impacts associated with development projects. He has also worked with communities to analyze likely development scenarios resulting from changes in land use policy.

Prior to joining BERK in 2013, Kevin worked as a Planner and GIS Analyst at AHBL and ICF International. Kevin has a Master of Urban Planning, a Bachelor of Environmental Design, cum laude, and a Minor in Business Administration from Texas A&M University.

### EDUCATION

- Texas A&M University, Bachelor of Environmental Design, Cum Laude, Minor in Business Administration
- Texas A&M University, Master of Urban Planning

### RELEVANT PROJECT EXPERIENCE

- City of Covington, Town Center Infrastructure Study. Planner.
- City of Covington, Northern Gateway Study. Land Use and EIS Support.
- City of Covington, Buildable Lands Reporting. Planner.
- Sound Transit, South Corridor. Economic Impacts Lead.
- City of Woodinville, Northwest Gateway Study. Environmental Lead and Market Analysis Support.
- City of Sumner, Sumner Meadows Golf Course EIS. Analyst.
- City of Renton, Comprehensive Plan Update – Land Use Element. Planner.
- City of Kirkland, Comprehensive Plan Update EIS. Planner.
- Snohomish County Comprehensive Plan Update EIS. Public Services and EIS Support.
- City of Kirkland, MRM Property SEIS. Land Use and EIS Support.
- City of Seattle, Comprehensive Plan Update EIS. Land Use and EIS Support.
- Island County, Transportation Plan. Land Use Support.
- City of Bellevue, Comprehensive Plan Best Practices Research. Lead Analyst.
- City of Tukwila, Comprehensive Plan Formatting. Project Manager.
- City of Renton, Comprehensive Plan Update – Utilities Element. Project Manager.
- City of Bremerton and Kitsap County, Gorst Creek Watershed Plan, UGA Subarea Plan and Planned Action. Land Use Plan and EIS Support.
- Walla Walla County, Comprehensive Plan Update. Housing Element Lead and EIS Support.
- Kittitas County, 2009 Comprehensive Plan Amendments. GIS Analyst.
- City of Kenmore, On-call Planning Services. Analyst.
- Benton County, Shoreline Management Program. Analyst.
- Port of Douglas County, Capital Facilities Plan and Economic Feasibility Study. Analyst.

## KEVIN RAMSEY

*Market Analyst and Demographer*



Kevin is a senior economic and policy analyst with experience managing complex land use, transportation, and environmental planning studies. He has particular experience in using his extensive GIS capabilities in performance measurement, cartographic design, and the development of new spatial analysis tools and methodologies. Kevin's depth of experience at the local, state, and federal level have given him a deep understanding of how solid research and analysis can be presented in ways that bring clarity to complex problems and inform decisions.

Prior to joining BERK, Kevin worked with U.S. Environmental Protection Agency's Smart Growth Program. There he provided technical assistance to help localities identify and pursue sustainable community strategies that support their environmental, social, and economic development objectives. He also worked with the U.S. Departments of Transportation and Housing and Urban Development through the Partnership for Sustainable Communities to coordinate federal policies and investments in ways that better support local efforts to pursue sustainable community development. Kevin holds a Masters and PhD in Geography from the University of Washington.

### EDUCATION

- Ph.D. Geography, University of Washington
- B.A. Radio, Television, & Film, Northwestern University

### RELEVANT PROJECT EXPERIENCE

#### Work with BERK Consulting

- Whatcom Council of Governments, 2016 Transportation Analysis. Senior Analyst.
- Whatcom County, 2016 Comprehensive Plan Update. Senior Analyst.
- Chelan County, Volunteer Stewardship White Paper. Senior Analyst.

#### Work with Federal Government (EPA)

- Sustainable Community Indicator Catalog and interactive web resource.
- General Services Administration sustainable location key performance indicators.
- Modeling the effect of workplace built environment characteristics on employee travel.
- Smart Location Calculator (web tool for estimating worker VMT, greenhouse gas emissions, and mode share for new office facilities).
- Potential Impacts of Brownfield Redevelopment on VMT and Greenhouse Gas Emissions: A National Analysis.

#### Publications

- Sustainable Communities: Challenges in Implementing Standardized Performance Measures (2013 TRB Compendium of Papers, contributing author).
- EPA's Smart Location Database: A National Dataset for Characterizing Location Sustainability and Urban Form (2012 EPA technical report, primary author).
- Residential Construction Trends in America's Metropolitan Regions: 2012 Edition (EPA technical report, sole author).

# Appendix B: Evidence of Insurance

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McDonald Insurance Group, Inc. 620 Kirkland Way Ste 100 PO Box 3089 Kirkland WA 98083-3089	<b>CONTACT NAME:</b> Henry Chao <b>PHONE (A/C, No, Ext):</b> (425) 827-7400 <b>E-MAIL ADDRESS:</b> henry@mcdonaldins.com	<b>FAX (A/C, No):</b> (425) 827-7402
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Berk & Associates Inc. 2025 First Ave. Suite 800 Seattle WA 98121	<b>INSURER A:</b> National Fire Insurance Co	<b>NAIC #</b> 2047
	<b>INSURER B:</b> Underwriters at Lloyds, London	<b>15792</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 13/14 - GL/AL/SG/Prof REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			4017749887	9/18/2013	9/18/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			4017749887	9/18/2013	9/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
A	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b>						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
A	<del>EMPLOYERS' LIABILITY</del> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4017749887 (WA Stop Gap)	9/18/2013	9/18/2014	<input type="checkbox"/> WC STATU TORY LIMITS <input checked="" type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	<b>Professional Liability (Claims Made Form)</b>			TBD Retro Date: 09/18/2009	9/18/2013	9/18/2014	EACH CLAIM LIMIT: \$1,000,000 AGGREGATE LIMIT: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

AS EVIDENCE OF INSURANCE

### CERTIFICATE HOLDER

### CANCELLATION

***** *****FOR INFORMATION ONLY***** *****	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  F McAllister, Jr./HHC <i>Fred McAllister</i>
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ACORD 25 (2010/05)

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CITY OF BONNEY LAKE ECONOMIC DEVELOPMENT PLAN - PROPOSAL



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

<b>Department/Staff Contact:</b> Executive / Don Morrison PW/Charlie Simpson	<b>Meeting/Workshop Date:</b> 10 June 2014	<b>Agenda Bill Number:</b> AB14-83
<b>Agenda Item Type:</b> Motion	<b>Ordinance/Resolution Number:</b> NA	<b>Councilmember Sponsor:</b> Swatman

**Agenda Subject:** Authorization to upgrade a Maintenance Worker II position to an additional Lead Worker position in Public Works

**Full Title/Motion:** A Motion Of The City Council Authorizing The Administration To Replace A Maintenance Worker II Position With An Additional Crew Leader Position.

**Administrative Recommendation:** Approve

**Background Summary:** The Public Works Department is proposing to upgrade a Maintenance Worker II position in Public Works to a Lead Worker position to accommodate increased work loads and needs in the water section of the Maintenance and Operations Division of Public Works. See attached memo from Mayor and City Administrator.

**Attachments:** Memo; Current PW Org Chart

**BUDGET INFORMATION**

<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>
----------------------	------------------------	-----------------------------	-----------------------

**Budget Explanation:** Cost increase would be approximately \$14,500 per year

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	Finance Committee Date: 10 June 2014	<i>Approvals:</i>	<b>Yes</b>	<b>No</b>
		Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Katrina Minton-Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Donn Lewis	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to: June 24 <sup>th</sup> Meeting	<b>Consent Agenda:</b>	<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**

<b>Director:</b>	<b>Mayor:</b> <i>Neil Johnson</i>	<b>Date Reviewed by City Attorney:</b> (if applicable):
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## Memo

**Date** : June 10, 2014  
**To** : City Council  
**From** : Mayor and City Administrator  
**Re** : Proposal to Upgrade a Maintenance Worker II position to an additional Lead Worker position for water utility customer service.

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The Public Works Department has two primary divisions: 1) Administration and Engineering, and 2) Operations and Maintenance. The Operations and Maintenance Division are divided into two primary sections: 1) utilities, and 2) Transportation and Parks.

Within the Utilities section are water and sewer operations. Within the water unit are three distinct functions: 1) Water production and quality assurance; 2) Water distribution; and 3) Customer Service. The customer service function consists of coordination with finance and utility billing, meter reading, meter testing, meter replacement, meter repair, one-call locates, customer service requests, delinquent notice posting, shutoffs, and water system GIS/GPS.

As you are aware, the City's water system serves not only all of Bonney Lake, but much of the Lake Tapps community, including Lakeland Hills. By the end of the year, we will have over 13,000 water accounts serving more than 30,000 customers. The customer service function has increased substantially over the past few years, necessitating increased attention to various functions. Based on YTD actuals, we project the following for 2014:

- 1,383 customer calls for water service
- 1,245 water shut of notices posted
- 282 delinquent shutoffs (down substantially due to notice efforts)
- 2,781 locate requests (One-Call Locate/Call before U Dig Program)

The customer service staffing in the water utility currently consists of a Maintenance Worker II, and two meter readers, with limited supervision and assistance from a lead worker who also leads the water production and quality assurance functions, as well as the water distribution system crew.

This proposal is to replace the Maintenance Worker II (Shawn Griffin, who is retiring in August) with a new Lead Worker position, freeing up the other lead worker to focus on the water production and distribution functions. The lead workers are assigned to be with their crews, which is currently very difficult in water, due to the size and complexity of the system. A single water lead worker can't adequately be with the customer service workers, water distribution workers (207 miles of water main), and water production workers (wells, springs, reservoirs, pump stations, inter-ties )at the same time.

The cost difference between the MWII and the Lead Worker is approximately \$14,500 per year. This would not be an increase in the number of total authorized positions.

Additional benefits of the action would be to:

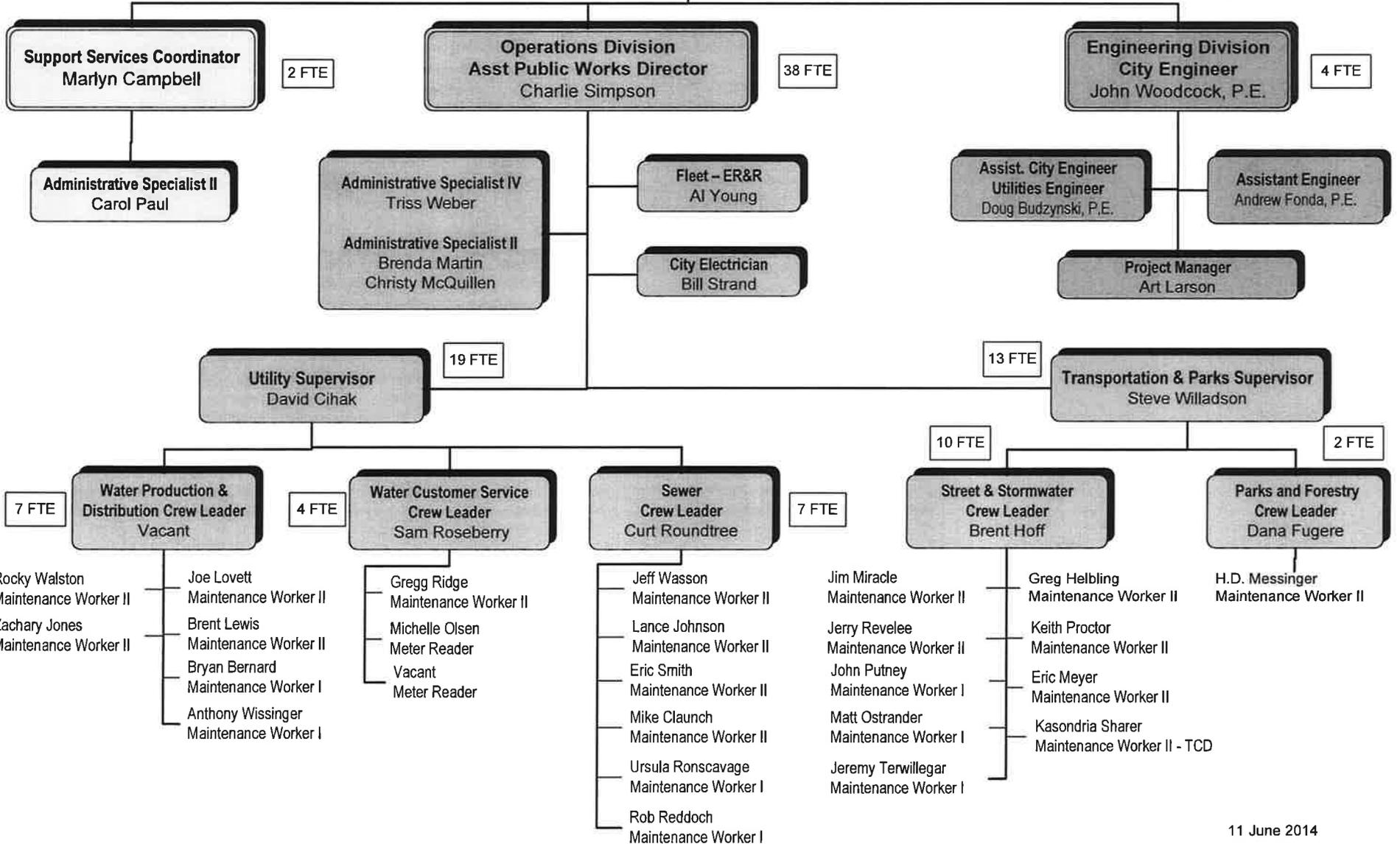
- Better assure that lead worker duties are manageable
- Have a lead person with good customer services skills who also knows the water system
- Provide additional oversight and backup support to the meter readers

It is proposed that the Council approve a motion to authorize the Administration to appoint a suitable Maintenance Worker II as a Water Customer Service Lead Worker, and add the additional salary and position authorization to the year-end budget amendment.

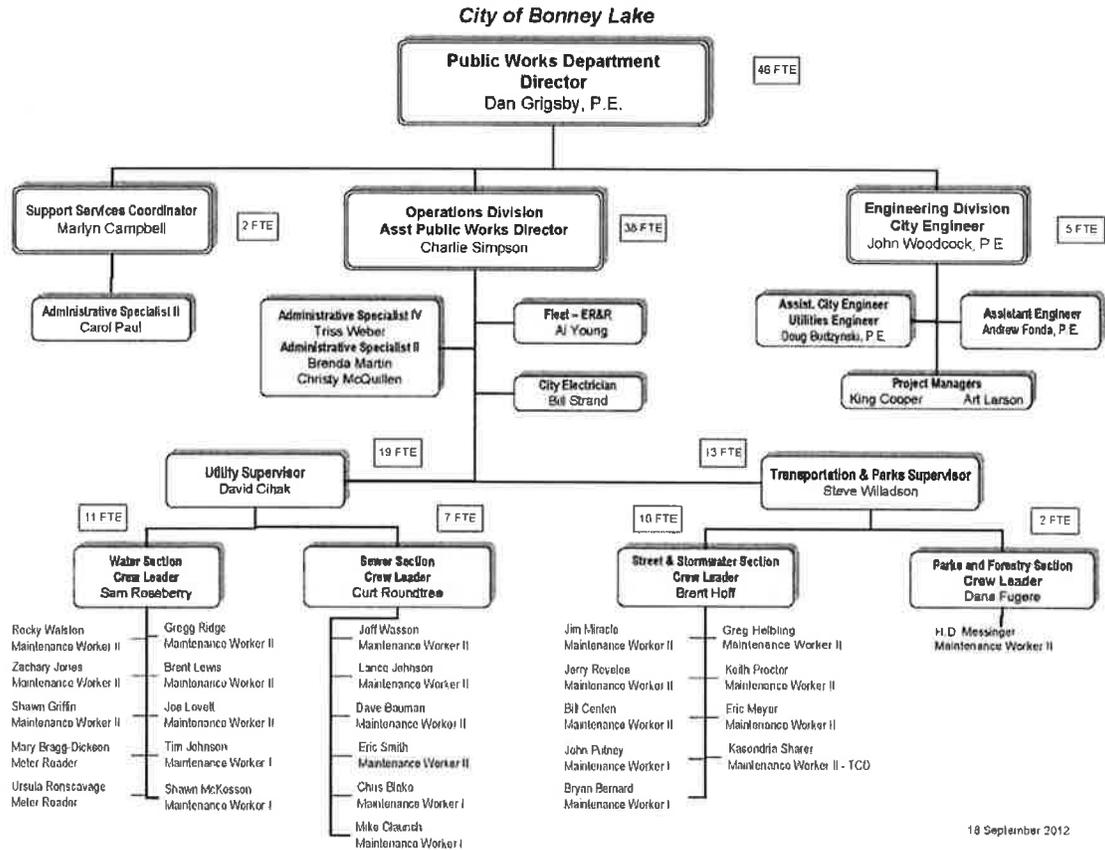
**Proposed**

**City of Bonney Lake**

**Public Works Department**  
**Director**  
 Dan Grigsby, P.E. 45 FTE



**Public Works**



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

<b>Department / Staff Member:</b> PW/John Woodcock	<b>Meeting/Workshop Date:</b> June 24, 2014	<b>Agenda Bill Number:</b> AB14-86
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2394	<b>Councilmember Sponsor:</b> Dan Swatman

**Agenda Subject:** Awarding the Construction Contract for the SR410 Pedestrian Improvements MP 13.91

**Full Title/Motion:**  
A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding the Construction Contract for the SR410 Pedestrian Improvements MP 13.91 to XX Construction Company.

**Administrative Recommendation:**

**Background Summary:** The Public Works Department (PWD) applied for and received a \$445,000 grant from the Transportation Improvement Board (TIB) in the latter half of 2012 and received an additional \$220,000 to this grant in May of 2014 for the completion of the “missing link” of sidewalk from Main Street to 192<sup>nd</sup> Avenue East. This grant has a 50% matching requirement which the City matched. The improvements will also add lighting infrastructure along the pedestrian pathway, street lights will be added as funding allows. The city has added a sewer trunk line replacement element as well to this project to address future sewer capacity needs to the system. This added expense will be addressed through a Budget Amendment in the current 2014 Approved Budget.

The City opened bids for the project on June 20, 2014. XX bids were received and XX Construction, Inc was the apparent low bidder with a bid of \$XX. The Engineer’s Estimate was \$1,517,634. Staff has determined that the XXX Construction, Inc submittal is consistent with the requirements of the contract provisions.

**Attachments:** Resolution, Bid Tabulation, Contract, Map

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$890,000	\$890,000		
\$440,000	\$440,000		
\$50,000	\$50,000		
\$20,000	\$20,000		
\$0	\$0		
<b>Budget Explanation:</b>	301.054.032.595.30.63.10 Street CIP: Sidewalks- SR 410/Pedestrian Improvements \$890,000 plus \$440,000 301.000.042.595.30.63.05 Street Operations: Sidewalk Improvements \$50,000 301.000.042.595.63.65.00 Street Operations: Street Lights \$20,000 Sewer CIP 402.xxx.xxx.xxx.xx.xx.xx \$0 Construction Contract Amount:\$XX + 10% Contingency \$XX + 10% Project Mgt. \$XX = Total \$ Revenue: General Fund, TIB Grant, Sewer SDC		

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee:</b> Finance Committee	<i>Approvals:</i>	<b>Yes</b>	<b>No</b>
	Chair/Councilmember Dan Swatman	<input type="checkbox"/>	<input type="checkbox"/>
<b>Committee Date:</b> June 24, 2014	Councilmember Don Lewis	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Katrina Minton-Davis	<input type="checkbox"/>	<input type="checkbox"/>
<b>Forwarded to:</b>	<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

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

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

**RESOLUTION NO. 2394**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED THE SR 410 / PEDESTRIAN IMPROVEMENTS MILE POST 13.91 CONTRACT TO XX CONSTRUCTION COMPANY.**

**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 SR 410 / Pedestrian Improvements Project; and

**WHEREAS**, the City Council approved Resolution 2286 on April 9, 2013 to design sidewalk improvements along SR 410 completing the missing sidewalk link between Downtown and Mid-town ; and with SCJ Alliance to prepare the plans, specifications, and engineering package for advertisement; and

**WHEREAS**, the City Council approved Resolution 2386 on May 13, 2014 to increase the budget of the SR 410 Missing Link – 192<sup>nd</sup> Avenue to Main Street from \$445,000 to \$665,000, an increase of \$220,000; and

**WHEREAS**, the City opened bids for the SR 410 / Pedestrian Improvements M.P. 13.91 on June 20, 2014 and found the lowest responsible bidder to be XX 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 XX Construction, Inc. in the amount of \$XX which includes tax.

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

**PASSED** by the City Council this 24th day of June, 2014.

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Neil Johnson, Jr., Mayor

ATTEST:

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Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

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Kathleen Haggard, City Attorney

## CITY OF BONNEY LAKE CONTRACT FORM

THIS CONTRACT, hereinafter referred to as the "Agreement", 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 the following documents, hereinafter referred to as "Contract Documents":

- Addenda
- Agreement
- Proposal
- Proposal Form
- Special Provisions – *SR 410/Pedestrian Improvements MP13.91*
- Contract Plans - *SR 410/Pedestrian Improvements MP13.91*
- Amendments to the Standard Specifications
- The 2014 Washington Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction*
- The City of Bonney Lake *Public Works Design Standards*
- The Washington State Department of Transportation *Standard Plans*

WHEREAS, the Contractor did on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 Form; 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 Contract Documents. It is agreed that the said Contract Documents 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 \_\_\_\_\_  
Title \_\_\_\_\_

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

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



- Proposed SR410 Sidewalk
- Existing SR410 Sidewalk
- SR410 Sidewalk to be Completed in 2012
- Fennel Creek
- Bonney Lake City Limits
- Traffic Signal

## SR 410 SIDEWALK IMPROVEMENTS MILE POST 13.91



August 22, 2012