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

I. CALL TO ORDER – Mayor Neil Johnson

A. Flag Salute:

B. Roll Call: [A1.3]

Elected Officials: Mayor Neil Johnson, Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cheryle Noble and Councilmember Jim Rackley.

[Staff expected to be in attendance: Administrative Services Coordinator Don Morrison, Public Works Director Daniel Grigsby, Planning & Community Development Director Bob Leedy, Interim Police Chief Buster McGehee, Judge James Helbling, City Attorney Jim Dionne, and City Clerk Harwood Edvalson.]

C. Announcements, Appointments and Presentations: [A3.6.9]

1. Announcements:
   a. Arbor Day Proclamation – Mayor Neil Johnson

2. Appointments:
   a. Oath of Office – Administered to Police Officer Anthony G. Rice by Judge James Helbling

3. Presentations:

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:


B. Citizen Comments: [A1.5]

You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the “Consent Agenda” should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated speakers representing a group may take up to 10 minutes on matters of general City business.
III. COUNCIL COMMITTEE REPORTS: [A3.6.4]

A. Finance Committee
B. Community Development Committee
C. Public Safety Committee
D. Other Reports

IV. CONSENT AGENDA: [A3.6]

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. Checks/Vouchers: Accounts payable checks/voucher #43201 thru 43296 and wire transfer #3012006 in the amount of $436,131.40. Accounts payable checks/voucher #43297 thru #43380 for utility refunds in the amount of $5,995.87. [F4.9]

B. Payroll: Payroll for February 16-28, 2006 for checks 24662-24709, including Deposits and Electronic Transfers in the amount of $373,176.79. [F4.9]


D. AB06-32 – Resolution 1534 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Pierce County For The Boating Safety Program Revenues. [O1.8.3]

E. AB06-49 – Ordinance 1183 – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Relating To The Installation Of Manufactured Homes Inside Mobile Home Parks Within The City Of Bonney Lake. [A3.5.5]

F. AB06-36 – Resolution 1536 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Cascade Design Collaborative For IAC Grant Application Assistance. [O5.10]

G. AB06-37 – Resolution 1537 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Bruce Dees & Associates For IAC Grant Application Assistance. [O5.10]

H. AB06-45 – Resolution 1541 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Water & Wastewater Automation, LLC For The SCADA System Upgrade. [O4.3]

I. AB06-54 – Resolution 1543 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With All Points Media To Display Anti-Tobacco Posters At Allan Yorke Park's Skateboard Park On Behalf Of The State Department Of Health. [O5.9]

J. AB06-55 – Resolution 1544 – Authorizing A Client Services Agreement With Pinnacle Investigations For Pre-Employment Background Checks. [A4.7]
K. **AB06-46** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Accepting the Stump Grinding Project Performed By West Coast Stump Grinding As Complete. [A3.6.10] [O4.14.1]

L. **AB06-47** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Accepting the Cedarview Park Concrete Sidewalk Project Performed By Aggregate Construction As Complete. [A3.6.10] [O4.11.2]

M. **AB06-48** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Accepting The Peaking Storage House Demolition Project By WM.Dickson Co. As Complete. [A3.6.10] [O4.10.1]

V. **FINANCE COMMITTEE ISSUES:**

A. **AB06-67** – Resolution 1545 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Personal Services Agreement With Tetra Tech EC, Inc. For Preparation Of An Environmental Impact Statement For The Fennel Creek Trail Plan. [O5.10]

VI. **COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**


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

VIII. **FULL COUNCIL ISSUES:** None.

IX. **EXECUTIVE SESSION:** RCW 42.30.110(2) - “Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded.”

X. **ADJOURNMENT**

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

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

BONNEY

Lake

Proclamation

WHEREAS, 2006 is the 134th anniversary of Arbor Day which is observed throughout the nation and the world; and

WHEREAS, Wednesday April 12th has been set aside as the official Arbor Day in the State of Washington; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for homes, and beauty to our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and renewal.

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

Wednesday April 12th, 2006

Arbor Day in the City of Bonney Lake

And urge all citizens and property owners to celebrate Arbor Day; and support efforts to protect our trees and woodlands; and plant trees to gladden the heart and promote the well-being of this and future generations.

Mayor Neil Johnson  3/14/06
Date
Accounts payable checks/voucher #43201 thru 43296 and wire transfer #3012006 in the amount of $436,131.40.

Accounts payable checks/voucher #43297 thru #43380 for utility refunds in the amount of $5995.87.
PAYROLL CERTIFICATION
2006

Payroll for February 16-28, 2006 for checks 24662-24709, including Deposits and Electronic Transfers in the amount of $373,176.79.
Call to Order:
Mayor Neil Johnson called the February 7th Council Workshop to order at 5:31 p.m.

Roll Call:
Also in attendance were Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cheryle Noble, and Councilmember Jim Rackley.

Staff members attending were Administrative Services Coordinator (ASC) Don Morrison, Public Works Director Dan Grigsby, Planning and Community Development Director Bob Leedy, Interim Police Chief Buster McGehee, City Engineer John Woodcock, Public Works Operations and Maintenance Supervisor Rick Shannon, Assistant Public Works Director Gary Leaf, Public Works Lead Worker Curt Roundtree, Information Technology Coordinator Chuck McEwen, Senior Human Resources Analyst Jennifer Young, City Attorney Jim Dionne and City Clerk Harwood Edvalson.

Agenda Items:


   Director Grigsby introduced Operations and Maintenance Supervisor Shannon to address the current situation with the wastewater pipeline study. O&M Supervisor Shannon showed portions of a video survey of some of the wastewater pipes of most concern to the Public Works Department. He said their main concern is the ductile iron pipe installed in 1986, which is rapidly corroding. He noted that the concrete pipe is also corroding, but is not as fragile as the ductile iron pipe. He said the proposed solution is the installation of a parallel pipeline to handle the diverted sewer flow while the existing pipe is slip-lined to make it serviceable again. City Engineer Woodcock added that the department is having testing conducted to determine the extent of the emergency repairs, but feels strongly the pipe down the slope from SR410 and across the Sumner Valley floor will require the parallel installation.

   Responding to Council’s questions about rights-of-way, Engineer Woodcock said the plan is to lay the replacement HDPE pipe on the ground, or shallowly buried as needed; divert the flow into the new pipe; slip-line the old pipeline; divert the flow again to the old pipeline; and then bury the new line. He said the emergency repair will result in additional flow capacity for future need within the City. A base estimate for the installation of the emergency line was given at $2.1 million. He explained there is a strong possibility of the City receiving an emergency low-interest loan from the Public Works Trust Fund to help with financing the repairs.

   Assistant City Engineer Leaf explained that the City’s sewer utility fund has uncommitted funds
that could be used to finance the project, but added that use of the funds may mean a delay or reprioritization of some of the projects in the Sewer Utility Capital Improvement Plan. Director Grigsby said the recent sewer emergency was beneficial in that it identified a very serious situation that demands attention.

City Engineer Woodcock addressed the draft Comprehensive Sewer Plan. He briefly explained the organization of the plan. He said the plan addresses changes in the plan since 1995, conforms to the State Department of Ecology sewer planning requirements, updates the Sewer Utility Capital Improvement Plan and identifies two areas where future service might be provided through the use of membrane bio-reactor treatment plants. When asked about the next steps, Director Leedy said the plan will go through the Planning Commission process as an element of the City's Comprehensive Plan.

Councilmember Noble noted that the draft plan shows use designations assigned to the WSU Forest. Engineer Woodcock said this was done in error and would be corrected. He said that projected service impacts were not included in the plan. Councilmember King said the satellite treatment plants may give the City cause to rethink its strategy for service delivery to the County Urban Growth Area.

2. Update: WIFI Project.

Information Technology Coordinator McEwen apologized for his unavailability to discuss this issue at the last Council workshop. He explained that the WiFi project has been in a holding pattern since September-October of last year when a determination was made that a more permanent installation of equipment than was anticipated was needed on the Ponderosa Water Tank. He said this work was almost completed when word was received that Vivato, the provider of the WiFi equipment, was going to close its doors and be sold. He added that the original reason for rejecting the proof of concept wasn't considered for rejection because the equipment didn't perform well, but because there is now a lack of manufacturing and maintenance support. He said that some firms are starting to provide maintenance support to the Vivato equipment. He described the service available from the currently installed equipment and said service in the covered areas is excellent and used by police officers. When asked about the amount of Drug Fund monies used in the project, IT Coordinator McEwen said that about half of the $48,000 spent came from the Drug Fund. He said a decision needs to be made to either keep the equipment and contract with one of the new service providers, or return the equipment and face a 30% restocking fee of about $12,000. He recommended keeping the uninstalled equipment for repair of the already installed equipment.

Councilmember Hamilton said he was originally sold on the project because it would provide broadband capability to police cars. He addressed other technologies now available to provide wireless services to police cars and advocated the use of licensed or restricted frequency bands to provide the service to police. Councilmember King said he believes it was fortuitous that the City chose to make this experiment in a limited way. He said the project has shown its value to the police department, but added there appears to be little support for pursuing a city-wide WiFi utility. Councilmember DeLeo said that the Rainer Communications Commission is holding a meeting on February 15th to discuss municipal WiFi services and will have representatives in attendance to discuss the experience of the Valley Cities Regional Wireless Network. There was general consensus to have further discussion of the WiFi issue at the next workshop on February 21st.
Councilmember Rackley moved that the Council take a five minute break. Councilmember Hamilton seconded the motion.

Motion approved 7 – 0.

3. **Action:** AB06-17 – Motion Of The Bonney Lake City Council To Set A Public Hearing During The City Council Meeting Of February 14, 2006 At 7:00 P.M. Or As Soon Thereafter As Possible To Receive Input On A Proposed Increase In Park Impact Fees.

Deputy Mayor Swatman moved to set the public hearing for February 14th. Councilmember Noble seconded the motion.

Assistant Public Works Director Leaf explained that a memo will come in the Council meeting packet that explains the Park Board recommendation to increase the Parks Impact Fee to the already calculated maximum of $2893. He said the Park Board is considering changes to the Park Comprehensive Plan that will undoubtedly justify another increase when the plan is approved by the Council. Councilmember Hamilton questioned the $2893 figure. It was explained that the number was justified by the addition of the Moriarty property purchase to the plan.

Councilmember DeLeo asked why action is needed at this workshop to set the public hearing. He said the public does not expect action to be taken at workshop meetings. Councilmember King questioned how the public could comment at the public hearing when even the Council has not yet received the Park Board recommendations. Assistant Director Leaf said the recommendations are not new. He said the Park Board has consistently recommended adoption of the maximum justifiable fee. Deputy Mayor Swatman said he believes the public sentiment favors this fee increase. He said if the Council feels they’ve had insufficient public input, then the hearing can be continued. He added that there is concern over the revenue lost if consideration of this fee increase is delayed.

Councilmember Hamilton asked if the Master Builders Association had been given opportunity to comment on the proposed increase. Assistant Director Leaf said he has contacted them and provided a copy of the proposed ordinance.

Motion approved 4 – 3. Councilmembers Bowen, DeLeo and King voted no.

4. Department Director Reports.

**Police.** Interim Chief McGehee reported that the citizen survey on the website has been fine-tuned to work properly. He added that a self-reporting form for incidents will soon be functional on the website as well. Interim Chief McGehee said the Department’s 2005 Report will soon be delivered from the printer. He reported that the Department has received grant funds to replace some radar equipment.

**Planning and Community Development.** Director Leedy said that the City’s current project list probably adequately updates the Council on the Department’s current efforts. He reported that the Sheriff’s Department proceeded with an eviction at 7605 Myers Road. He added that the tenants broke out the windows upon departing, but that the owner is already acting to secure the property. Director Leedy reported that the cleanup and restoration efforts behind Cedar View
Plaza continue. When asked to comment on the former City property at the corner of Locust and Bonney Lake Boulevard, Director Leedy said the Building Official is in contact with the owner and trying to encourage him to move forward. Also asked to report on the nuisance vehicle violations on 198th Ave. E., Director Leedy responded that a resolution through the court is very close. He said that further options are being explored with Mr. Blake. Councilmember DeLeo said that the Public Safety Committee recently met with the Code Enforcement Officer. He provided notes of the meeting to City Attorney Dionne for review and comment.

Public Works. Director Grigsby referred to the memo distributed to Council at the beginning of the meeting. He reported that the sewer line break at Riverside Drive had been repaired. He recommended that a $1 million low-interest loan received from the State be used for pre-construction work and right-of-way acquisition on the 192nd Ave. E. Corridor Project. He added that the project report will be presented to Council for discussion at the February 21st Council Workshop. He concluded by describing the paving improvements on 200th Ave. Ct. E.

Councilmember Noble asked if the corridor study will include options. Director Grigsby said that only one option will be recommended to the Council. Deputy Mayor Swatman asked if there will be some sort of decision point for a possible 189th Ave. E. connection. Director Grigsby said the study will be presented at the workshop with a recommendation and then the Council can decide whether to move it forward as is to the next Council meeting for action, or recommend some modification to the recommended action. He added that the decision can be made now, or at the 30% design stage of the project.

Administrative Services. ASC Morrison reminded the City Council that the deadline for article submission for the Bonney Lake Reporter is at Noon this Thursday. He reported that he has spent some time with the facilitator for the Council retreat. He encouraged Councilmembers to respond to her E-mail questions about the approach to the retreat. ASC Morrison reported that a labor/management meeting will be held in the near future. He also reported that the revised budget is in process with a goal to provide the document to Council for discussion at the March 7th Council Workshop.

5. Council Open Discussion.

Councilmember Rackley’s Absence. Councilmember Rackley informed the Council that he will be absent from the next Council meeting due to the replacement of his pacemaker on that day. He asked that the Council excuse him from the meeting he will miss.

PCRC Annual Meeting. Councilmember King advised the Council that the Pierce County Regional Council meeting is coming up. He urged the Council to RSVP their attendance. He said the report on the Vision 2020+20 plan will be interesting. He also mentioned that the Puget Sound Regional Council in March should be worth the Council’s attendance.

City Hall Parking. Councilmember DeLeo stated that it has been nearly a year since the Council had a discussion with O&M Supervisor Shannon about increasing the amount of parking around City Hall. He asked how the Council might see some action on this issue. Mayor Johnson said it will be added to the City’s project list.

Public Safety Committee Meeting. Councilmember DeLeo reported that the Deputy Fire Chief Wakefield will present the updated emergency management plan at the February 27th Committee meeting.
Old Population Projection. Councilmember DeLeo observed that the 2000 Sewer Comp Plan population projection said that by 2007 the City of Bonney Lake, including its UGA, will have a population of 12,017.

Disposal of Illegal Signs. Deputy Mayor Swatman asked if the City could dispose of the signs that are confiscated from the City’s right-of-way. He noted that the City has often called the owners of the signs and allowed them to be picked up only to see them returned to the right-of-way.

Roadside Cleanup. Mayor Johnson informed the Council that City crews have been picking up trash along the roadways. Director Grigsby said he has sent out a schedule for the crews work.

Jefferson Award Nominees. Mayor Johnson asked the Council if they had any nominees for the Jefferson Award. None were offered in response to the question.

New Drug Logs at Stores. Councilmember DeLeo asked if the Police could review the drug logs now being kept at places that sell certain cold-remedy over-the-counter drugs. Interim Chief McGhee observed that the logs are kept manually. He offered to research the law and the logs possible use by the City’s Police Department. Mayor Johnson said that according to State Representative Shabro computerization of the log might be possible someday with Federal funding.

Glass Recycling Bins. Councilmember King asked about the status of replacements for the glass recycling bins removed from the parking lot adjacent to the Grocery Outlet. Deputy Mayor Swatman said the bins pose a problem because there is always broken glass around the containers. Mayor Johnson said that he has a meeting with Murrey’s this Friday and will ask them the question. He said they will also discuss service issues. Councilmember King asked if the Mayor would also discuss adding hazardous waste and electronics pickup to the annual spring cleanup. Councilmember DeLeo added that the City of Pacific does something similar.


Councilmember Noble noted that the January 17th Workshop Minutes on Page 2 are missing a reference to a meeting. She said the reference was the Windermere meeting. She noted that in the Roll Call section that the motion to excuse Councilmember Hamilton did not include the Councilmember making the second.

Deputy Mayor Swatman said that the January 24th Meeting Minutes should reflect that it was not the Council’s intent to have Sign Code changes placed on the Planning Commission’s agenda, but to invite Mr. Rattenbury to present his proposed changes to them. He added that the January 23rd meeting minutes should clarify that the first comment about too much growth was actually in reference to commercial growth.

Director Grigsby said he met with the project designer, Transpo, on January 18th. He said that a project timeline for the 30% design was provided with the agenda packet. He added that by late April, the 30% design should be complete, which will allow the City to make some further decisions. He said the City will have to review projected project funding and determine whether to pursue full construction now, or spread the improvements out over a period of time.

Deputy Mayor Swatman suggested that the Council keep in mind the desirability of underground relocation of some of the utilities in the Downtown area. Director Grigsby replied that the cost to bury the major transmission lines is probably too costly. The City Council discussed other potential traffic-related impacts in the area associated with 182nd, 184th and Myers Road.


Mayor Johnson said the main emphasis of this proposed reorganization is to improve service levels and place more emphasis on Parks and the Senior Center. Councilmember Rackley said he is largely pleased with the overview, but wants more time to look at the details. Mayor Johnson asked if the Council would like to discuss it more at the next Council workshop. Councilmember King said he felt there would be consensus on much of the proposals. He suggested more discussion at the Council retreat. He said the changes in salary levels may add a significant cost to the City. He said he was unclear regarding the proposal for the City Clerk and Administrative Services Area. He asked to see the full scope of duties and number of personnel needed and justifications for the proposed reorganization. He said he didn’t anticipate it would require a great deal of time to discuss and again suggested the retreat as the appropriate forum. Deputy Mayor Swatman asked if there will be more elements of the reorganization proposed at a later date. ASC Morrison replied that this is the majority of the plan, although there will be some additional adjustments later on.

City Attorney Dionne discussed with the City Council the impact of the Mayor’s proposed reorganization and codification into the municipal code. He said the Mayor was surrendering some of his executive authority to organize the work and employees of the City by suggesting that the reorganization be done by ordinance. Mayor Johnson said the proposed ordinance is a demonstration of the willingness of the Mayor and Council to work together. City Attorney Dionne advised that the possibility of less genial relations between Council and Mayor in the future may make it difficult to adjust the structure to meet the City’s changing needs. Councilmember Hamilton said he believes the Mayor is trying to diversify and bring expertise to the front and center of City government to serve the public. ASC Morrison added that he believes a natural part of a maturing City is the delineation of roles within the City. He said he believes the proposal will help the City move forward and work together better. Councilmember DeLeo said he likes the proposal because it empowers individuals to do their job and be accountable. He also pointed out some corrections needed in the names and spellings of employees on the accompanying organization chart.


Administrative Services Coordinator Morrison said the services proposed by this consultant are somewhat unique, and that there are only a few people in the country who provide this type of study. He asked the Council to comment on the proposed scope of work and whether the City Council feels that the Staff should insist on the consultant conforming to the City’s normal contract format. Councilmember Noble said she feels it is a great opportunity for the City to
move forward. She said it will be a great boost to economic development. ASC Morrison said the study may not have immediate impact on some businesses that already have long-range development plans. He said it may take some time for the City to be factored into their plans. Councilmember Rackley said that conversely smaller firms, rather than doing the market study themselves, may be willing to use the study data to justify location in the Bonney Lake market area. Councilmember Hamilton asked if the study data will help with housing in an area like the Downtown. Councilmember Johnson said the study will help identify the types of businesses that will be compatible for an urban lifestyle in the Downtown. He said the housing types will follow the types of business attracted. Deputy Mayor Swatman asked about the source of funding for the consultant. ASC Morrison said there was nearly $50,000 available for economic development that was unexpended last year that has been carried over to this year. Councilmember Hamilton asked if a workshop presentation would be possible. There was general consensus to invite a representative to the next Council workshop.


Mayor Johnson said this cancellation is in anticipation of the majority of the Council attending the AWC Annual Conference in Spokane.

11. Executive Session: Under authority of RCW 42.30.110(1)(i), Mayor Johnson announced the City Council will meet for 30 minutes in executive session to discuss potential litigation. The executive session started at 8:55 p.m. The session concluded at 9:22 p.m.

12. Adjournment

At 9:22 p.m., Councilmember Noble moved to adjourn the meeting. Deputy Mayor Swatman seconded the motion.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.

Documents submitted for/at the Council Workshop of February 7, 2005:

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

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

B. Roll Call [A1.3]

City Clerk Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Cheryle Noble. Councilmember Jim Rackley was absent.

Staff members present were Administrative Services Coordinator Don Morrison, Planning and Community Development Director Bob Leedy, Public Works Director Daniel Grigsby, Interim Police Chief ‘Buster’ McGehee, Judge James Helbling, City Attorney Jim Dionne and City Clerk Harwood Edvalson.

Councilmember Noble moved to excuse Councilmember Rackley. Deputy Mayor Swatman seconded the motion.

Motion approved 6 – 0.

C. Announcements, Appointments and Presentations [A3.6.9]

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

D. Agenda Modifications:

Deputy Mayor Swatman moved to add Resolution No. 1535 as new agenda item VIII. B under Full Council Issues. Councilmember DeLeo seconded the motion.

Motion approved 6 – 0.
II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE


1. Public Hearing – AB06-15 – Public Hearing - Increase in Park Impact Fees

Mayor Johnson opened the public hearing at 7:02 p.m. Director Grigsby explained the proposal to increase the Park Impact Fees from $2000 to $2893. He said the fee includes the addition of projects in 2005, such as the Moriarty addition to Allan Yorke Park. He said a further use of the increased impact fee will be to help provide the required 50% match for a park development grant from the Interagency Committee for Outdoor Recreation. He concluded by explaining that the City’s Park Board has recommended the increased fee, and contemplates a recommendation for further increases after an update to the Parks Master Plan in the coming year. He said the Park Board recommends immediate approval of the current increase to minimize the potential for lost revenue if the fee increase is delayed.

Councilmember King asked for clarification regarding a reference in the staff report related to a civic center. Director Grigsby confirmed that the reference is to a community recreation center. Councilmember DeLeo asked the amount of the IAC grant. Director Grigsby responded that he would have to defer to the arrival of Assistant Director Leaf to provide that answer. Councilmember Hamilton noted that the staff report also mentions that setting the impact fee to its highest sustainable level is a show of good faith on the applicant agency’s part in the IAC grant process.

Laurie Carter, Park Board Commissioner, spoke on behalf of the Park Board, and explained the need for the $300,000 match for the IAC grant. She said the grant will be used only for new parks construction. She said that need for park facilities is population driven, and that more people means more parks are needed. She shared statistics about the number of new homes over the past two decades, and how the need for parks has increased. She concluded by again reporting the Park Board’s recommendation for approval of this fee.

Fred Jacobsen, 9100 189th Ave. Ct. E., spoke in support of the fee increase.

Dan Decker, 20401 70th St. E., said that impact fees are good, but are also a catch-22. He predicted that a $3,000 park impact fee will cause a reduced demand for new home construction, thereby reducing the actual revenue the City will receive. He agreed that the impact fee is needed, but urged the Council to look reasonably at the fees.

Tiffany Speir, Master Builders Association, spoke in opposition to the proposed fee increase. She said one of the major justification’s by the City of the need of the increased fee is to support the acquisition of the Moriarty addition to Allan Yorke Park. She advised Council that this does not qualify under the State
statutes dealing with impact fees. She said the park addition will not benefit the residents in the areas where the most future growth is anticipated. She said that parks should be created closer to these areas of new construction. She acknowledged an impact of the fee could probably be legally supported, but not for the addition of the Moriarty property to Allan Yorke Park.

Councilmember King asked Ms. Speir if the MBA has a recommended distance standard that could be used to determine which residents will benefit from a park. Ms. Speir said there is no bright-line standard. She suggested that a common sense question of how far a person would drive to use a park is a good gauge. She said the impact fee is not supposed to be used to address existing unmet capacity for parks. Councilmember King asked Ms. Speir to define capacity. He asked if the impact fee calculation supports land acquisition. Ms. Speir responded that the fee calculation does allow for land acquisition, but again suggested that it should be for parks closer to the new development.

Councilmember DeLeo said that data would suggest that new homes in Bonney Lake are being sold to young families with children. He said that Allan Yorke Park with the Moriarty Addition will allow sufficient space and facilities to support different types of tournament play. He said that families will drive from all parts of the City to support their children in the use of these facilities for tournament play. Deputy Mayor Swatman said that if you survey Allan Yorke Park users, you will find that many come from outside the City. He said there is little doubt the park facilities will be used from all sectors of the City and beyond.

Administrative Services Coordinator Morrison commented that he is unaware of any intent of legislators to limit the development of parks to those areas with new construction. He noted that the IAC grant will be used to support the development of the Fennel Creek Trail, not the City's acquisition of the Moriarty property. Director Leedy said that a review of the current park impact fee level has shown that an unreasonably low amount was calculated for land acquisition. He said the increased fee includes a more reasonable estimate for property prices. ASC Morrison said that in his conversations with City Managers/Administrators from other cities they have indicated no correlation between impact fees and levels of construction. He said that other variables appear to be more important to builders, and that an increase in the park impact fee will likely not be a discouragement to continued building in Bonney Lake.

Councilmember Bowen asked if there is an average range for impact fees. ASC Morrison responded that there is, but can't recall that figure this evening. Assistant Public Works Director Leaf said the increase will put Bonney Lake a little higher than the average that he has observed. ASC Morrison added that many park impact fees in other cities were established in the 90's and have been held low because they have been accumulating funds over a number of years. Councilmember Hamilton observed that the value of homes will increase with the increase in park properties. Councilmember King advised that the City review whether or not proposed legislation to preempt city impact fee authority has been approved by the State legislation. He said if it has, then this discussion may be
rendered moot.

Louisa Smith, 20112 Church Lake Road, said that she built her home in 1963 and cannot believe the escalation in housing prices in the intervening years. She said that people look at a community when the purchase a home, not at the level of impact fees associated with the construction of the home. She said the addition of $893 to the park impact fee amortized over the life of the loan will have little effect on home sales.

Seeing no others wishing to address the issue, Mayor Johnson closed the hearing at 7:34 p.m.

B. Citizen Comments:

Keith Stanley, 10900 193rd Ave. E., thanked the City for the placement of the cross walk signs at 192nd and 109th. He said he wanted to register his no vote for construction of a Lowe’s store on South Prairie Road. He added that a $3,000 impact fee over thirty years will not have much of an impact on the purchase of a home. He thanked Councilmember Noble for her response to his email about the connection of 189th Ave. E. to the proposed extension of 192nd Ave. E. He said the connection just makes sense. He added that with all the anticipated improvements to the corridor, there will be no point for commuters to use this connection. He said the users will be those that live in the Fennel Ridge development where they live.

Mike McCarnely, Lot #27 – 109th St. Ct. E., said that he was involved with the issues related to the development of Fennel Ridge from the beginning. He said that the original entrance to the development was intended for the north end of 189th Ave. E., but was changed because the City could not acquire the right-of-way for development of the intersection. He said that access was allowed at the south end of the new development until the street network in the north end was developed in the future. He said there is a need for sidewalks in his neighborhood of Bonney Lake Manor.

David Hancock, 19009 108th St. Ct. E., said the connection of 189th Ave. E. will be a low cost solution to improve the traffic situation to benefit the greater good of the entire community. He encouraged the Council to make the street connection.

Terry Linville, 19209 112th St. E., thanked the council for the cross walk signs. He also spoke in support of the 189th Ave. E. connection. He said that in 1996, the Bonney Lake Manor Homeowners Association backed off from taking legal action because of the promise to provide this future connection. He said the Fennel Ridge Developer paid $10,000 to the City toward the future construction of the connection. He added that the $10,000 was used for improvements on Angeline Rd. He said the disputed connection was originally an issue between the City and the Homeowners Association and is not a dispute between neighborhoods. He asked the Council if the City will uphold its end of the deal.

Deputy Mayor Swatman asked if Mr. Linville has information about the $10,000.
Mr. Stanley spoke from the audience and said he can provide the information.

David Dahlin, 10906 193rd Ave. E., spoke in favor of the connection to improve the public safety in the area.

Louisa Smith, 20112 Church Lake Rd., spoke of the Bonney Lake High School Key Club's application for grant funding from Walmart. She said the Puyallup Kiwanis Club has funds available to provide assistance to the Bonney Lake Kiwanis Club to help with the support of the BLHS Key Club. She noted the Bonney Lake Kiwanis Club will have a golf tournament in June to support a scholarship fund at the high school. She also noted that the time is getting near for Bonney Lake Days. She suggested that the City is behind in its planning for this great event. She added that there is a need for continuity in planners for the event, even if the City chooses to use an outside source for planning and management of the event.

Mayor Johnson said that the third weekend in August has been set-aside for the Bonney Lake Days celebration. He said the event planning will involve past participants, and invited Ms. Smith to be a continuing part of the effort.

Maryanne Meehan, 19208 109th St. E., spoke in support of the 189th Ave. E. connection. She expressed concern for children waiting for school buses in the area, and said the connection will reduce the traffic congestion from the west side of 192nd Ave E.

Cary Baker, 19004 108th St. Ct. E., encouraged the connection of 189th Ave. as an enhancement to pedestrian safety in the area. She thanked the City for the cross walk signs, but pointed out that the cross walks have not yet been painted. She encouraged the installation of a stop bar on the pavement at the intersection of 192nd Ave. E. and 109th St. She noted that he connection of 189th Ave. E. is endorsed by Public Safety. She also noted the need for sidewalks in the area.

Deputy Mayor SWATMAN asked if Ms. Baker has considered the potential for increased traffic in her neighborhood should the connection of 189th Ave. E. to 192nd Ave. E. be made. Ms. Baker responded that only the people in Fennel Ridge will use the connection, and that others will use the improved 192nd Ave. E. corridor.

Gary Campbell, 19105 109th St. E., said the roads at the lower end of Fennel Ridge were not designed to carry the full ingress and egress loads of the Fennel Ridge Development. He said a northern connection was anticipated. He agreed that a stop bar at 192nd and 109th is needed. He expressed appreciation for the installation of the cross walk signs and the increased patrol in the area by the police department.

Mike McGraw, 19218 110th St. E., said he is concerned for the impacts on the Bonney Lake Manor and Fennel Ridge neighborhoods from the new developments to the south. He said the improved 192nd Ave. E. corridor will be a good thing if it provides sidewalks for the children. He asked the Council to make the 189th Ave. E. connection as originally planned.
Don Sangesand, 5616 195th Pl. E., said the results of the Council retreats have been too long in being made available to the citizens. He encouraged the use of modern electronics to make the retreat information more readily available to residents.

David Coutts, 19200 113th St. E., said that the additional connection to 189th Ave. E. is needed for public safety because of the traffic backups in the area for two hours each day due to school traffic. He said the connection will benefit the whole area. He said there are no sidewalks or street lights in the area now.

Councilmember King said the Council had received an email about a low interest loan for the 92nd Ave. E. corridor and asked Director Grigsby for clarification. Director Grigsby said the City had received a $1 Million low-interest loan that will allow the pre-construction design work to go forward and help with the right-of-way acquisition for the corridor project.

Councilmember Noble highlighted Assistant Public Works Director Leaf’s contribution to securing the loan for the City. Director Grigsby said the it was the sustained effort of Assistant Director Leaf that helped the City receive the loan.

Councilmember King thanked all those who have given input from all sides of this issue. He said he has been impressed with the well reasoned civil discourse on the issues, and that his hopes appear founded that the City will become the kind of City the Council has envisioned.

Dan Decker, 20401 70th St. E., complimented the Council on their apparent ability to work together with the new mayor. He said the change in atmosphere has helped the department directors to be more relaxed in providing information to the Council and citizens. He mentioned that he missed the presence of the tractor that used to be covered with graffiti on SR410. He said he enjoyed the changing personal expressions painted there. Mr. Decker discussed the need for a longer and dedicated merge lane descending Elhi hill from Myers Road. He said there may be multiple sources for construction funding. He mentioned other improvements such as an increased turn pocket from eastbound SR410 onto Old Summer Buckley Highway and from eastbound SR410 onto Meyers Road. He said this may have little impact on the congestion eastward in the City, but that improvement needs to start somewhere. He also noted with pleasure that the City Council is using the City Attorney more in its meetings.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:
[A3.6.4]

A. Finance Committee
Deputy Mayor Swatman said the Finance Committee met earlier in the evening and that with Councilmember Rackley’s absence, the discussion was largely limited to
items appearing on this evening’s agenda.

B. Community Development Committee
Councilmember Hamilton said the Committee last met at 5:00 p.m. on February 6th. He said the Committee discussed the connection policy for the proposed Naches Terrace sewer connections. He said the discussion included whether an SDC should be paid by properties connecting immediately to the system and the amount they should pay if required to pay. He said the Committee also discussed the proposed new street light plan, which is still in progress. He also said the committee recommends approval of items D, E and F on the Consent Agenda.

Deputy Mayor Swatman asked for clarification on the Naches Terrace sewer connection issue. Councilmember Hamilton said that when the connection is made, the 16 residents who have dry-line sewers will immediately be connected to the City’s sewer system. Director Grigsby added that those residents are now served by a community septic system and will be connected right away to the City’s sewer system. He said other residents who are on individual septic systems will be required to hook up in the future as circumstances dictate.

C. Public Safety Committee
Councilmember DeLeo said the Public Safety Committee also met on February 6th, and forwarded only one item on for Council approval. He said that item is the out-of-state travel for Sergeant Sasaki.

D. Other Reports:
Councilmember Noble noted that she, Councilmember Hamilton, ASC Morrison and Mayor Johnson recently received an introduction into the world of congressional funding possibilities. She said that an allocation request to Congressman Reichert by March 1 will at least get Bonney Lake into the system for consideration for help with infrastructure improvements, parks or a community center. She said that if the line item allocation is made, it will not be fundable until 2008.

Councilmember DeLeo noted a correction to information provided in the Bonney Lake Reporter regarding the Kiwanis Club Prayer Breakfast. He said a change was needed to accommodate the speaker, and that the meeting will be held on April 11th. He said that all are invited and encouraged those interested to RSVP by E-mail. He also noted that an inter-club meeting with the Buckley Kiwanis Club on February 21st will feature Director Leedy discussing the Eastown Plan. He noted the Kiwanis meetings are from 7 - 8 a.m. at the Bonney Lake Senior Center.

Councilmember King noted the upcoming general meeting of the Pierce County Regional Council and urged Council attendance. He asked that they contact him at this late date to coordinate dinner arrangements.

Mayor Johnson said that he and Councilmember Rackley met with the Lake Bonney conservation group to discuss the continuing need to address storm drainage into the lake. He said the group has requested the City’s full support for an adequate filtering system. He proposed that the Council might discuss this at the upcoming retreat.
Mayor Johnson asked Interim Chief McGehee to report on the bomb threat at the high school. Chief McGehee said that the children were removed to the adjacent middle school, while the high school was searched with the County’s K-9 team. He said the dog alerted to scents from some lockers. He added that the County Bomb squad used their robot to investigate the lockers. He said fortunately no bomb devices were found, and attributed the false indications to handling common fireworks or legal noise makers. He said this is the first year the City has had an agreement for bomb squad services, and that the City has already benefited from that agreement. He praised the professionalism of all involved in the response to the incident.

Councilmember King drew the audience attention to the availability of the Police Department’s Annual Report. He said it is a further demonstration of the Department’s professionalism. He said the report is available on the City’s website or by email from Chief McGehee.

IV. CONSENT AGENDA: [A3.6]

Deputy Mayor SWATMAN asked to have Item F removed from the Consent Agenda for further discussion.

Deputy Mayor SWATMAN moved to approve the Consent Agenda as modified. Councilmember Hamilton seconded the motion.


B. Checks/Vouchers: Accounts payable checks/voucher #42866 thru 43037 in the amount of $1,280,695.38. Accounts payable checks/voucher #43038 thru 43093 for utility refunds in the amount of $4,273.80. [F4.9]

C. Payroll: Payroll for January 16-31, 2006 for checks 24570-24618, including Deposits and Electronic Transfers in the amount of $375,346.78. [F4.9]


E. AB06-23 – Resolution 1528 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Hughes Supply, Inc. For Leak Detection Services. [O4.10.1]

F. AB06-24 – Resolution 1529 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Facility Relocation
Agreement With Puget Sound Energy For The South Prairie Road Improvements Project From SR410 To 202nd Ave. E. [O4.8.4]

G. AB06-21 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Canceling the June 20, 2006 Council Workshop. [A1.1.2] [A3.6.10]


Motion approved 6 – 0.

V. FINANCE COMMITTEE ISSUES:

A. AB06-25 – Resolution 1530 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Interlocal Agreement With The Sumner School District, City Of Bonney Lake And City Of Sumner Relating To The Continued Operation Of A Joint Recreation Program. [O5.7]

Deputy Mayor Swatman moved to approve Resolution 1530. Councilmember Hamilton seconded the motion.

Deputy Mayor Swatman mentioned that the contract did not indicate the cost for services. ASC Morrison said that Rebecca Giles had verbally indicated that the amount would not increase for this year. He suggested that perhaps the resolution could be approved with a “not-to-exceed” clause.

Councilmember Noble moved to amend the resolution for approval not to exceed $27,500. Deputy Mayor Swatman seconded the motion.

Councilmember King noted that the agreement will have to come back for Council approval if a request is made that exceeds the $27,500.

Motion approved 6 – 0.

Amended motion approved 6 – 0.


Councilmember Noble moved to approve Resolution 1532. Deputy Mayor Swatman seconded the motion.

ASC Morrison noted that the request is for authorization to sign the agreement not to exceed $11,000. He said he expected the cost to be at least $2,000 less than that.

Motion approved 6 – 0.
VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

A. [From Consent Agenda, Item F] AB06-24 – Resolution 1529 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Facility Relocation Agreement With Puget Sound Energy For The South Prairie Road Improvements Project From SR410 To 202nd Ave. E. [04.8.1]

Deputy Mayor Swatman moved to approve Resolution 1529. Councilmember Hamilton seconded the motion.

Deputy Mayor Swatman observed that usually the cost of relocation of electrical facilities in the right-of-way falls to the utility. Director Grigsby said that City Engineer Woodcock and the County have reviewed the agreement and determined that the electrical utilities were in place before the City’s improvements in the right-of-way and therefore took precedence in location over the City’s improvements. He said in this instance the City must bear the cost of moving the electrical utilities. He said the City’s Franchise with Puget Sound Energy does not apply in this case. Councilmember Hamilton suggested that the Council approve the agreement, but challenge the determination. Director Grigsby said that City Engineer Woodcock and the County are confident that the cost is to the City. Councilmember King suggested that the Mayor be authorized to move ahead. Mayor Johnson said the Staff will make it a priority to review the situation and verify whose burden it is to relocate the utilities.

Motion approved 6 – 0.

At 8:54 p.m., Councilmember Noble moved that the Council take a ten minute break. Councilmember Hamilton seconded the motion.

Motion approved 6 – 0.

Mayor Johnson called the meeting back to order at 9:10 p.m.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

A. Quasi-judicial Action

AB06-27 – A Motion of the City Council Of The City of Bonney Lake, Pierce County, Washington, Approving And Adopting The Hearing Examiner’s Findings, Conclusions And Conditions Of Approval For The Orchard Grove Preliminary Plat. [A3.6.10] [03.6.3]

Deputy Mayor Swatman moved to approve and adopt the Hearing Examiner’s findings, conclusions and conditions for the Orchard Grove Preliminary Plat. Councilmember Hamilton seconded the motion.
City Attorney Dionne explained that this is a quasi-judicial matter, and discussed with Council the implications of their actions. He said this is the first one the Council has dealt with since changing its code to make the Hearing Examiner’s findings on preliminary plats a recommendation to the Council. He advised the Council that he would prepare new findings and conclusions for the Council for their further action if they wished to reject or amend the Hearing Examiner’s recommendations.

Deputy Mayor Swatman asked if the Council could take comment from the parties involved. City Attorney Dionne responded that they could hear arguments from both sides of the issue, but would have to judge whether new information was being introduced. He said the Council must determine the issue based on the record provided.

Councilmember DeLeo asked if the project would include the completion of 183rd. Planner Elizabeth Chamberlain said that the avenue would be completed to 84th.

Deputy Mayor Swatman said the main issue appears to be the interpretation of the new ordinance dealing with the definition of “net acreage.” City Attorney Dionne said that Findings 15-17 directly address this issue. He said the Hearing Examiner’s finding and interpretation of the municipal code is consistent with the staff recommendation on the issue. Councilmember King said that the staff interpretation is the same as his own interpretation of the Council’s intent upon adoption of the underlying ordinance. Councilmember DeLeo asked if the Council’s decision on this issue will be precedent setting. City Attorney Dionne affirmed that it will be until/and if the Council changes the code.

Motion approved 6 – 0.

B. AB06-33 – Resolution 1535 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Stating The Council’s Intent With Respect To The Interpretation Of Ordinance No. 1137 Relating To The Placement Of Manufactured Homes Within The City Of Bonney Lake.

Deputy Mayor Swatman moved to approve Resolution 1535. Councilmember Hamilton seconded the motion.

Deputy Mayor Swatman explained that the resolution directs the Mayor regarding older manufactured homes in mobile home parks, particularly with respect to the issue of allowing only new manufactured homes in the parks. Councilmember King said that an adjustment to Ordinance No. 1137 is needed and spoke in support of the resolution.

Motion approved 6 – 0.

IX. EXECUTIVE SESSION: None.
X. ADJOURNMENT

At 9:31 p.m., Councilmember Hamilton moved to adjourn the meeting. Deputy Mayor Swatman seconded the motion.

Motion approved 6 – 0.

Harwood T. Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.

Documents submitted for or at the Council Meeting of February 14th, 2006:

➢ Master Builders Association of Pierce County – Letter Dated 02-14-06 to Mayor Johnson and Councilmembers – Tiffany Speir, Government Affairs Director.
➢ City of Bonney Lake – AB06-33 – Resolution 1535 – Deputy Mayor Swatman.
I. CALL TO ORDER - Mayor Neil Johnson called the meeting to order at 1:10 p.m. in the Olympia Room of the Phoenix Inn, 415 Capitol Way N., Olympia, WA.

II. JOURNAL OF PROCEEDINGS -

Retreat Facilitator Marty Wine produced the attached journal of proceedings that serves as the minutes for this special meeting of the City Council. By acceptance of these minutes, the City Council, hereby, approves the incorporation of this journal and accepts it as a part of the official meeting minutes.

Harwood T. Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.

Document attached as part of the Special City Council Meeting Minutes of February 17-18, 2006:

CITY OF BONNEY LAKE

2006 CITY COUNCIL RETREAT SUMMARY

HELD
FEBRUARY 17-18, 2006
PHOENIX INN
OLYMPIA, WA
Overview

The City Council met on Friday and Saturday, February 17-18, at the Phoenix Inn in downtown Olympia to refine a long-term vision and set goals for the coming biennium. The Friday session focused on the Council’s vision for the City, while the Saturday session focused on near-term (2006-2008) goals and strategic planning for four specific issue areas.

Friday, February 17 Session

The session began just after 1 pm. In attendance were:

- Mayor Neil Johnson
- Deputy Mayor Dan Swatman
- Councilmember Dave King
- Councilmember Jim Rackley
- Councilmember Cheryl Noble
- Facilitators from Berk & Associates: Marty Wine and Jon McConnel
- Joining later in the afternoon were Parks Board Chair Carol Ujick, Parks Board Member Margaret Farrel, and Design Commission Chair Debbie Strous-Boyd.

Getting Started. The meeting began with a review of the retreat agenda and the establishment of ground rules. Then each Council Member had an opportunity to state their expectations for the retreat. Included were:

- New thinking
- A plan for transportation options
- A work plan for the coming year
- A strategic plan for growth
- A vision to direct the Mayor and City staff
- Decisions to move forward with planning for:
  - Civic Center
  - Decision about civil service status of police chief
  - Water provision
  - A parks program or department
- A vision for East Town Development and the Downtown core
- A way to get "unstuck"
- To overcome fear of making hard decisions

Setting City Vision. After a short break, Councilmembers were asked to reflect on several current versions of vision statements used by Bonney Lake over the past two years (from the comprehensive plan, budget, adopted vision from last year's retreat, and comments from the town hall meeting). Information on the context and uses of vision statements was shared by Don Morrison and the facilitators to serve two purposes: 1) to allow the Mayor and Council to check future decisions for consistency with the vision; and 2) to have a clear statement of what the City should strive to become.
Informed by the existing statements as well as a compilation of guiding documents from other cities, the Councilmembers noted what they felt was lacking in the statements that make up the existing city vision. These statements were posted on the walls, and the Members were asked to write their suggestions for each. The statements were taken from the 2005 Council Retreat Vision, Goals & Actions document, where they are divided into the following categories: Growth, Economic Development, Parks and Community Centers, Water, Town Center/City Hall, Transportation, Community Outreach, and Overall. A new statement was added for Sewer Services.

After having the chance to write what they felt was missing from the components of the vision, the Members discussed each poster and each statement to reach consensus on changes. A draft of the results of the discussion is presented as a revised 2006 Work Plan.

Consultation with City Boards & Commissions. The afternoon also included discussions with the Chairs of the Parks Board and the Design Commission on the issues currently of interest to the Boards and future directions and needs for 2006.

Parks Board Chair Carol Ujick and Parks Board Member Margaret Farrel represented the Parks Board. Issues brought up and discussed with the Council were:

- The need to acquire more park land. Park concepts including Wedge Park (Fife) and Parego Park (Redmond) were identified as worth exploring for future park designs.
- Issues at Allen Yorke Park: boaters using the boat launch without paying the launch fee; details of the gate to be installed at the launch; fee structure in relation to fees at the county boat launch; the fee collection box; after-hours and on-street parking enforcement; staffing; and concessions.
- Completing work on an outdoor basketball court.
- Demand for ballfields as a strategy to accommodate the needs of young families who have moved here.
- Discussion of the use of 96th Street property and the possibility in the City's "facilities game plan" that if the Public Works shops move, it might be possible to reclaim this property for parks.
- City has not met the acres of park per resident goal set in the Comprehensive Plan.
- Beginning a trail system with some starter links to help citizens envision the outcome of the trail plan.
- Showing citizens that the City is making good use of the parks it has before asking for funding for additional park lands or services. Raise public awareness of the City's destination parks.
- Insufficient voter turn-out can cause bond measures to fail regardless of the yes/no vote, which was the result of the fall bond initiative.
- The possibility of joint meetings of the Design Committee and the Parks Board.
- Not all Council Members currently receive minutes of Parks Board meetings.

Following a short break, Chair Debbie Strous-Boyd spoke for the Design Commission (DC). Issues brought up and discussed with the Council were:

- The DC can once again have a quorum at meetings because the Mayor appointed people to fill vacant positions.
The DC considers the Home Depot project a success because they got the company to comply with approximately 80% of their requests.

Wal-Mart's remodel triggered DC review, and they are going to change their parking lot lights to decrease light trespass.

It will take several years before the DC's actions have a broad enough impact to visually tie the City together. However, having an impact on big projects like Home Depot should show that the City is able to accomplish its goals.

Potential to show what's possible in East Town through design guidelines will be a big accomplishment.

The DC is deciding on the design for new street signs.

Working to standardize real estate signs.

Design guidelines have varying degrees of strictness. For example, areas zoned light industrial have some guidelines, while the downtown core has the strictest.

New apartments fall under DC guidelines.

Working to visually distinguish different areas of the city with design themes, colors, banners. Banner procurement underway (final design and contractor not yet selected), still need a contract to install them and to negotiate with Puget Sound Energy.

DC is improving their website content to increase their visibility and outreach.

Both DC and Council want to improve their communication with each other. Debbie would like Council Members to occasionally attend DC meetings as observers. Agenda mailings for each group should go to the other. Council suggested receiving monthly reports from DC at Council workshops.

At 5:15 Council moved into a discussion of the Mayor's proposal to add two new staff positions to City Hall, and to reclassify some existing positions. The new positions are:

- Administrator/Grant Writer for an exempt professional with a Master's degree
- Customer Service Specialist, union status undecided, non-professional

The Mayor and Administrative Services Coordinator discussed the kinds of work the people in these two positions would conduct. Council's consensus was to support the Mayor's proposal on the condition that measurable improvements in provision of City services are demonstrated within a year. The proposal will be revisited at that time.

At approximately 6 pm the session adjourned.

Saturday, February 18 Session

Councilmembers and Mayor reviewed the 2006 work plan, including a focus on near-term (2-year) goals within each vision statement that will give the Mayor and Administration guidance about the Council's priorities; and four issues that need consensus by Council:

- Game Plan for City Facilities
- Long Range Water Supply Strategy
- Presentation of Long-Range Financial Planning Model
- Exempting the Police Chief from Civil Service
The session began at 8:45 am. In attendance were:

- Mayor Neil Johnson
- Deputy Mayor Dan Swatman
- Councilmember Dave King
- Councilmember Jim Rackley
- Councilmember Cheryle Noble
- Councilmember David Bowen
- Councilmember Phil DeLeo
- Councilmember Mark Hamilton
- Facilitator from Berk & Associates: Marty Wine
- Administrative Services Coordinator Don Morrison
- Planning Director Bob Leedy
- Public Works Director Dan Grigsby
- Police Chief Buster McGehee
- City Clerk Woody Edvalson
- Court Clerk Kathy Seymour
- Municipal Judge Jim Helbling

**Complete Vision Discussion.** Council started the session by drafting a vision for water and sewer services to complete the prior day's task.

**City Facilities Planning.** Then, they decided that the issue of city facilities should be discussed before setting near-term goals. Council worked until 11 am on planning for City facilities. The City Facilities Game Plan is outlined as a one-page attachment to this summary.

**Setting Near-Term Goals.** After a short break, Councilmembers updated the Work Plan effort by evaluating how they believe the City did in meeting 2005 goals, what was still left to do and complete, and what should be updated as priority for 2006-2008. There was consensus among Councilmembers that many Work Plan items were ongoing initiatives that needed to be updated with new action plans and milestones for the next two years. **Near-term (2006-2008) goals are included as part of the revised 2006 Work Plan with 2005 Executive actions and milestone dates removed, including the issues that the Council considers to be a priority, which include but are not limited to:**

- Implement the non-motorized transportation plan, including sidewalks, trails and bike lanes, with funding alternatives.
- Build a small piece of the Fennel Creek Trail and increase recreational programming in the south of City.
- Create a phased Civic Center Plan, to include retail, office, housing, civic center, and linkages to trails and other facilities.
- Moriarty Annex Property: Develop a Master Plan for park development.
- Complete Buxton study of Downtown/Midtown/East Town, act on study; create a committee to sell results to prospective companies.

Mayor and Administration will need to update this document to reflect action steps and planned milestones over the next two years.

**Financial Model.** From 2 pm to 3:30 pm, financial consultant Alan Doerschel presented the results of a financial model developed for the City of Bonney Lake that would allow Councilmembers to understand, at a glance, what the City's financial position is in one year through six years in the future. The model is similar to one developed for Tukwila and Covington. It will help City decisionmakers understand the resources available for capital facilities. Three separate reports identified operating revenues and expenditures and capital revenues and expenditures. Mr. Doerschel outlined his assumptions for the financial model, reached through discussions with City staff. Council commended
Mr. Doerschel and City Administration on the clear presentation of financial information and encouraged future reports and updates for Council.

The last two strategic planning issues considered by Council included Long-Term Water Supply and the civil service status of the Police Chief.

**Long-Term Water Supply.** Council discussed what the City's actions should be to carry out its vision and goals related to creating long-term water supply. Council identified four questions that need to be answered and actions to take:

1. Pursue the option to purchase Lakewood water, determining from the City of Lakewood what would the cost be, including transmission and going through Tacoma.

2. Continue to pursue the option of a wholesale water agreement with the Cascade Water Alliance, which is dependent on their pursuit of a water right. Continue planning and discussion with CWA.

3. Continue to replace and upgrade existing City facilities to maximize use of City-owned water (thereby decreasing Tacoma reliance wherever possible).

4. Determine how the CUGA will be served. Include this decision in a cost-benefit analysis/economic impacts of whether the City can financially benefit from providing water outside its own boundaries.

**Police Chief's Civil Service Status.** The Mayor requested Council guidance about whether to change the civil service status of the police chief. Currently the police chief is subject to civil service rules and the current incumbent is filling the position on an interim basis.

Council members generally reached consensus that the City should pursue a process that generates the highest caliber of candidates for consideration for the position, and “to get the best,” the process should be opened up to the greatest diversity of all candidates, including the current interim police chief. The process should include the guild, Council and Administration.

This led to debate about the pros and cons of making the position exempt (listed below). Council members considered the following points and, with strong minority opinions, suggested to the Mayor that he consider changing the civil service status of the police chief. This decision is not final but will be debated and voted on by ordinance.

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<th>If the position is exempt:</th>
<th>If the position is subject to civil service rules:</th>
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<tr>
<td>• Easier to make changes if current incumbent is not working out</td>
<td>• Civil service commission would recruit and have control over recommending recruits for the position</td>
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<tr>
<td>• Public service: increases accountability to Mayor</td>
<td>• Position status is subject to public process versus at-will employee status</td>
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<tr>
<td>• Creates parity with other City department directors</td>
<td>• Civil service rules decreases the arbitrary judgment of the Mayor</td>
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<td>• Civil service rules can always be reinstated</td>
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<td>• Mayor could choose any candidate</td>
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Wrap-Up. The Council considered whether their expectations and goals for the retreat were met (see page 2), and agreed that they were glad to see progress on initiatives that had been set over the last two years and to meet some of the goals they set for the meeting. They resolved to carry a uniform message to residents about the positive directions facing the city. Facilitators will provide a meeting summary within The Council concluded the day by developing a storm response plan that could be implemented immediately to allow City residents to dispose safely of tree and branch debris that had accumulated during the storm. The retreat concluded at 4:45 pm.
ATTACHMENT: PRELIMINARY CITY FACILITIES PLANNING

This document reflects Council consensus on planning for City facilities and should be used as a guide to proceed with facilities planning. Discussion focused on the following questions (answers with Council consensus follows):

1. **Where is the City's Civic Center and who will be located in it?** Downtown, on an integrated civic center with all city functions except Public Safety and Public Works Shops.

2. **Do we work toward a Community Center, and does it come before City Hall?** Yes, a community center is desired. The functions of that facility should operate together with administrative functions together, a facility that provides general government city services while at the same time functions as a cultural center, with recreation programming, and meeting space. It’s important to illustrate to the community that they receive some new or improved service from any public investment in the space. The Community Center elements of the facility should come first, with a phasing plan to build all needed space.

3. **What are temporary solutions for current City Hall staff?** The City needs a 3- to 5-year plan to address current space challenges, and should research leasing space or using modular buildings while land purchase and assembly for a new space is pursued. If a new public works maintenance facility is developed, current public works shops space can accommodate city hall overflow space needs during the interim period.

4. **What portion of the Public Safety Building should be used for City Services?** As much has is needed to facilitate the long-term space needs of the Police Department and maintain direct fire response from the building. This may mean relocating Fire District Administration functions, and conversations with the Fire District should begin immediately to plan for this.

5. **Where should the Public Works shops go?** On 96th Street near the water storage tank.

Additional discussion and detail:

- Council needs to consider whether the City has enough space and facilities to adequately serve the City. Currently, the city is facing space shortages with employee workspaces, court services, parking, and a need for community space. Short-term, no matter what happens, a plan for the existing City Hall space should be created to create more parking and visibility for today’s City Hall.

- Short-term, City should revisit lease options along 410 to obtain space for 5-10 years and sell back the Corliss property, or negotiated and traded, if possible, for sites in the downtown. The City should try to obtain trailhead access for Fennel Creek, and offer back the property or swap it with properties near the Civic Center site. The City should explore a re-zone of this area from R-1 zoning.

- The option with the most Council support is a public Civic Center space located downtown, to concentrate City services in one place.

- Council agreed that a consistent name: Civic Center, is needed to indicate that the future space will have value for residents and not just focus on City administrative functions.

- A plan is needed to determine how a future integrated facility would be phased and financed. The goal is to have multiple public buildings within walking distance and located downtown.
• A facility planning effort must be completed to provide a cost analysis of one or multiple buildings, how much of an integrated facility can be provided (architect and design work is needed).

• Community Center elements of the facility should be connected to a trail or to the park system somehow (at Fennel Creek, if possible).

• The City must identify spaces for Public Works shops (at 96th) and Court Services. Court Services is a pressing near-term need that is best located near Public Safety building.

• Council agreed that moving Public Works shops to 96th makes sense, because it clears the park and creates more space, and can be used for overflow City Hall office space. Need to be sure that deed restrictions on Public Works shops are well-understood.

• There are properties around the current City Hall Annex and Public Safety building and Downtown properties that the City will need to acquire to make the Civic Center concept a reality. This planning and property acquisition should move forward for the City Hall Annex. The City should focus on land assembly, and as properties fall into place, seek leases or modular facilities to provide space until a phased center concept can be implemented. Short-term, the City should pursue purchase of the property behind the post office and improve circulation at that site.

• The City should notify and work with the Fire District immediately to relocate the District’s administrative functions from the current Public Safety Building, long-term. The City must check the bond covenants to ensure the public financing to build the building doesn’t preclude only Police uses. The City should communicate to the Fire District that the City wants to retain the use of the building to include fire response, so the station would become a satellite location and offer an option for the Fire District to locate in a future Civic Center campus.

• Long-term, the City should begin to plan for a bond package (consider combination of voter-approved and non-voter-approved) that includes both administrative needs and community needs.

• The economic development plan and study must be completed.

• Downtown boundaries need to be finally decided and determined.

• The food bank needs new space, either through remodel or by tearing the current space down and rebuilding. A need is to combine a food and clothing bank so the community continues to get service.

• Need to understand the needs and plans of the library, what they expect for expansion and meeting space needs.

• If space for an animal shelter is needed, that should be planned for and reserved on 96th Street along with Public Works shops, if it happened that the City took over this service.
Call to Order:
Mayor Neil Johnson called the February 21st Council Workshop to order at 5:31 p.m.

Roll Call:
Also in attendance were Deputy Mayor Dan Swatman, Councilmember David Bowen, 
Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Jim Rackley. 
Councilmember Phil DeLeO and Councilmember Cheryle Noble were absent.

Staff members attending were Administrative Services Coordinator (ASC) Don Morrison, Public 
Works Director Dan Grigsby, Planning and Community Development Director Bob Leedy, Interim 
Police Chief Buster McGehee, City Engineer John Woodcock, Information Technology Coordinator 
Chuck McEwen, Senior Human Resources Analyst Jennifer Young, City Attorney Jim Dionne and 
City Clerk Harwood Edvalson.

Deputy Mayor Swatman moved to excuse Councilmembers DeLeo and Noble from the meeting. 
Councilmember Hamilton seconded the motion.

Motion approved 5 – 0.

Agenda Items:


Buxton Representative Amy Wetzel used a PowerPoint presentation to explain the community 
identification and retail attraction study that can be done for the City of Bonney Lake. She said 
the study will profile up to three sites within the community, determine drive-time trade areas and 
provide average household profile. She added that the study will analyze trade area demand, 
identify up to 20 matching retail/restaurant concepts and provide marketing materials for attracting retailers. She said her firm will also provide retailer names and contacts.

Councilmembers asked about the Downtown area and the potential to find “life-style” retailers 
who will fit into that smaller, pedestrian-oriented market niche. Ms. Wetzel said there are many 
retailers looking for these types of retail locations. She said that some of the keys to their success 
are availability of parking and the ability to use their branding on the stores. She added that 
aggressive marketing by the City is a key to achieving success from this program. Mayor 
Johnson said this program will help the City identify compatible retailers and provide information 
to market the City aggressively. Councilmember King said he is looking forward to the study results.
At 6:14 p.m., Mayor Johnson called for a five minute break in the meeting to allow the next consultants to set-up their displays. The meeting resumed at 6:26 p.m.


Mayor Johnson recommended that the Council receive this presentation before the second item listed on their agenda. City Engineer Woodcock introduced Transpo Consultant Jon Pascal to speak about the 20-year Transportation Plan, to be followed by Andy Mortensen on the Non-Motorized Transportation Plan.

Mr. Pascal said the scope of the project was to develop a long-term transportation plan for the City with a 20-year horizon. He said the plan makes sure the City is planning under the Growth Management Act and will have the infrastructure to support the planned growth. He said the draft report takes into consideration public comments on the plan. He added that the plan includes a finance and implementation component for transportation improvements. He said the plan provides the basis for Council increasing the transportation impact fee from its current $2700 to $3900.

Mr. Pascal responded to Council questions. Councilmembers expressed concern that the County has not confirmed their intent to construct an improved Rhodes Lake Road corridor, thus forcing more traffic northward to seek the SR410 east-west connection. Council interest was expressed in an Interlocal Agreement with Pierce County related to mitigation of increased transportation impacts from new construction. Responding to Council questions, City Attorney Dionne said the adoption process will require that it go through the Planning Commission and will include public hearings. Mr. Pascal cautioned the Council that a significant increase over what the Council has traditionally spent will be needed to fund the identified improvements, unless additional revenue resources can be identified.

The City Council asked for additional copies of selected sections to share with legislators. Concern was expressed that many of the improvements seem to be needed to serve development occurring outside the City limits. City Attorney Dionne agreed to look at the structure of some type of a reciprocal agreement with the County. Director Grigaby said the staff will research and implement the appropriate process to move this forward for Council consideration.

Councilmember King suggested that the Council take a five minute break. At 7:26 p.m., Mayor Johnson declared a five minute break in the Council meeting. Mayor Johnson brought the meeting back to order at 7:39 p.m.

Non-Motorized Transportation Plan. Andy Mortensen said the Non-Motorized Transportation Plan is not as far along as the other transportation plan. He said that with Council input on a few issues, it can be moved forward quickly. He noted that at the last Council discussion on this topic the Council expressed an interest in lower-cost interim pedestrian facilities and asked the consultant not to give a premature prioritization of projects. Mr. Mortensen said planning has gone into how to increase the pedestrian portion of the system as economically and efficiently as possible. He said he had discussions with the Washington Department of Transportation about including pedestrian and bicycle facilities when they do improvements to the SR410 corridor. He suggested the Council see the Non-Motorized Transportation Plan as something to work on over time, probably well beyond the 20-year horizon contemplated by the other plan.

Mr. Mortensen responded to questions. Council responded to Mr. Mortensen’s request for further hierarchical ranking of factors that will help identify project priorities. The City Council
expressed a preference to see the impacts of necessary storm water improvements before a final prioritization of projects. Mr. Mortensen discussed the difficulties with pedestrian improvements called “side-paths.” He said he could not give a professional recommendation that the City pursue use of these side-paths. The City Council discussed the impacts of this information, and concluded it would be very expensive to build-out all the anticipated improvements. Mr. Mortensen again reminded Council this is a plan which can be stretched out over many years. He thanked Council for their input and said that he could return within a month with significant refinements to the plan.

At 8:58 p.m., Mayor Johnson called for a five minute break in the meeting. Councilmember King suggested that due to the lateness of the hour, the agenda item on out-of-state travel appears to be non-controversial and should be forwarded to the Consent Agenda at the next Council meeting. There was general consensus, and the Council took a break from their discussions. Mayor Johnson called the meeting to order again at 9:09 p.m.

3. Presentation: AB06-34 – 192nd Corridor Study.

Director Grigsby introduced Parametrix Consultant Susan Graham. He said he hoped the study was nearing its completion. He noted that the City has received a low-interest loan to do some of the design work and right-of-way acquisition. He said he hoped to bring forward a resolution for Council action at the next meeting.

Ms. Graham highlighted the components of the study supplement distributed in the meeting packet. She said the study includes both phases of the project based on the previously designated alignment. She described the cost information included and said there will be many refinements as the City proceeds with design work. She said another significant improvement to the information in the study is the update of the Frequently Asked Questions section.

The City Council questioned how far the City should go with this project. Some of the Council members expressed concern that this project was largely serving transportation needs generated from outside the City. Director Grigsby responded that there is current justification for the new corridor to relieve congestion in the 198th/200th and South Prairie Road corridors. He urged the Council to proceed with acceptance of the plan and authorization of design up to the 30% level with accompanying right-of-way acquisition. He noted that even if the Council chooses to delay the project beyond that point, the City will benefit from having acquired the right-of-way now rather than later. Councilmembers Hamilton and Rackley recommended delaying planning for the connection of 189th Ave E. to 192nd Ave. E. Deputy Mayor Swatman said he believes people are looking for closure on the issue, and added he may propose appropriate language for the resolution if needed next week.

4. Adjournment

At 9:38 p.m., Deputy Mayor Swatman moved to adjourn the meeting. Councilmember Rackley seconded the motion.

Motion approved 5 – 0.
Documents submitted for/at the Council Workshop of February 21, 2005:

Location: Public Safety Building—Training Room – at 18421 Old Sumner-Buckley Highway.

Elected Officials in attendance: Public Safety Committee Chair /Councilmember Phil DeLeo, Public Safety Committee Member /Councilmember Cheryle Noble, Public Safety Committee Member /Councilmember Dave King, Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember David Bowen, Planning Commissioner Quinn Dahlstrom.

[Staff in Attendance: Court Administrator Kathy Seymour, Municipal Court Judge James Helbling, City Engineer John Woodcock, Sergeant Thomas Longtime, Sergeant Sasaki]

1. Welcome and Introductions – Councilmember Phil DeLeo, Public Safety Committee Chairman

2. Presentation: Comprehensive Emergency Management Plan – Assistant Chief Dave Wakefield, East Pierce Fire and Rescue

Assistant Chief Dave Wakefield distributed five handouts and summarized each to those in attendance. He reviewed what the current Comprehensive Emergency Management Plan is and explained what needs to be done to get it going again.

After the presentation Council members not involved in the Public Safety Committee left and the Public Safety Committee meeting continued on.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Mayor

Documents submitted for or at the Special Council Meeting of February 27, 2006:

➢ Fact Sheet on National Response Plan – Assistant Chief Dave Wakefield
➢ Fact Sheet on NIMS and the Incident Command System – Assistant Chief Dave Wakefield
➢ *NIMS Terms and Definitions* – Assistant Chief Dave Wakefield
➢ *FEMA Website information Re: NIMS* – Assistant Chief Dave Wakefield
➢ *FEMA Website Information Re: NIMS, NRP and ICS training in FY06* – Assistant Chief Dave Wakefield
I. CALL TO ORDER – Deputy Mayor Dan Swatman called the meeting to order at 7:03 p.m.

A. Flag Salute - Deputy Mayor Swatman led the audience in the Pledge of Allegiance.

B. Roll Call [A1.3]

City Clerk Edvalson called the roll. In addition to Deputy Mayor Swatman, elected officials attending were Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Cheryle Noble and Councilmember Jim Rackley. Deputy Mayor Swatman noted that Mayor Johnson was absent due to illness.

Staff members present were Administrative Services Coordinator Don Morrison, Planning and Community Development Director Bob Leedy, Public Works Director Daniel Grigsby, Interim Police Chief 'Buster' McGehee, Judge James Helbling, City Attorney Jim Dionne and City Clerk Harwood Edvalson.

C. Announcements, Appointments and Presentations [A3.6.9]

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

D. Agenda Modifications:

Councilmember DeLeo moved to move Resolution No. 1526 from the Consent Agenda to item VIII. F under Full Council Issues. He also moved to substitute Ordinance No. 1121 on the agenda in place of Ordinance 1181. Councilmember Rackley seconded the motion.

Motion approved 7 – 0.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE

B. Citizen Comments:

Keith Stanley, 10900 193rd Ave. E., said that based on the Council comments at the last Council workshop and on the article in the March 1st edition of the Bonney Lake – Lake Tapps Courier Herald, he believes that most Councilmembers favor studying the 192nd Corridor, but not going forward with construction.

Deputy Mayor Swatman responded that news headlines can be inaccurate. He added he believes a majority of the Council wants to plan for the 192nd Corridor, but the issue is when monies will be available for construction. Mr. Stanley said the Council seems to want to hold up construction to put pressure on the County to build the Rhodes Lake Corridor. He said the issue is the immediate need for additional North/South connections. He said that if the 192nd connection is not built within the next two years, most residents in his area will not be able to get out of their neighborhood.

Mr. Stanley asked about the South Prairie improvements. Director Grigsby said the project will be bid in the spring and will take from 6 months to a year to complete. Mr. Stanley asked the Council not to put the 192nd Corridor construction on hold just to try and force the County’s hand on improving the Rhodes Lake Road Corridor. He said it may take ten years to build that improvement.

Councilmember Hamilton said the Council is not opposed to the eventual construction of the 192nd Ave. Corridor. He said that the City needs a commitment from the County on the Rhodes Lake Road Corridor to handle the additional traffic from development in the south end of the plateau. Director Grigsby said he believes the County will conclude its EIS on the Rhodes Lake Road Corridor Study this coming summer. Councilmember King urged the Council to move along and allow others to comment on this or other issues under Citizen Comments.

Don Sangesand, 5616 195th Pl. E., asked the Council when the minutes from the Council retreat will be available. He urged the Council to implement the recommendations of the FCS study on the Finance Department. He also said that all levels of government should work together to solve the City’s transportation problems. He noted the proposed development of 53 condominiums next to Allan Yorke Park and expressed concern for the traffic issues already on those roads. He also commented on developers trying to build on steep slopes and urged a moratorium on such development.

Mr. Sangesand asked the Council for assistance to address the continued notices to his residence for a backflow prevention device test. He said he has tried numerous times to get the City to stop sending the forms and asked for the Council’s help. He offered copies of his last remarks to those interested.

Deputy Mayor Swatman said the backflow prevention device testing notices should
be easy to resolve. Responding to Councilmember Rackley’s question about when the retreat minutes would be available, Administrative Services Coordinator Morrison said the final draft had been received today. He expected they will be part of the Council’s workshop packet for review and comment.

Michael Owen, 10709 189th Ave. E., distributed copies of his remarks. He spoke in opposition to the connection of the 192nd Avenue Corridor to 189th Ave. E. He addressed such issues as safety, property value, neighborhood impact, use of public funds and environmental impact. He urged that the funds earmarked for the connection be used for sidewalks the length of 192nd, a center turn lane for residences along 192nd, sidewalks and lighting in Bonney Lake Manor, marked pedestrian and school crosswalks with flashing signage and a traffic signal at 200th/104th. He urged an additional north/south street extension be cut at 200th Ct. E. He also proposed that the City’s property held for the connection of 189th Ave. E. be sold to adjacent property owners providing for a pedestrian path for those wanting access to Bonney Lake High School. He said there is a 20 ft. change in elevation between the 189th and 192nd. He also asked that the Council remove the 189th Ave. E. connection from consideration in the proposed 192nd Corridor Study.

Councilmember DeLeo asked about the elevation difference between 189th and 192nd. Mr. Owen said the 20 ft. differential is his approximation, and that a survey would have to be done to establish the true height.

Michelle Gunn, 8708 188th Ave. E., distributed copies of photos. She pointed out where trees had been removed from her property, and where other trees left standing in the neighborhood had been toppled by the recent storm. She said that property owners should have the right to protect their homes by removing trees which they feel endanger them. She described a current storm water runoff issue created by the City’s past road work in the area. She said her property was developed to the old street levels and the new levels have resulted in excessive street runoff onto her property. She described her unsuccessful attempts to have the issue addressed by staff. She asked if she could play a voicemail that she had received into the meeting record. Although Councilmember DeLeo expressed interest in hearing the recording, there was a majority consensus to refer the issue to the Mayor for resolution. Councilmember Rackley said the issue will be discussed at the Council Community Development Committee meeting.

Terry Linville, 19209 112th St. E., said the connection of 189th Ave. E. was a condition of the final approval for the Fennel Ridge Development. He said it is supported by representatives of Public Safety, City staff and the Bonney Lake Manor Home Owners Association. He summarized his observations of Deputy Mayor Swatman’s involvement with the issue and characterized it as being biased in favor of the Fennel Ridge neighborhood. He said the connection made sense nine years ago to the Hearing Examiner and urged the Council not to amend the study and take away the connection.

Deputy Mayor Swatman said that Mr. Linville’s comments were inaccurate. He said the Council has determined to make the hard decisions and move forward to the next
pressing issues. He said whatever action is taken by the Council will be with consideration for the benefit of all.

Tom Kennedy, 10206 201st Ave. Ct. E., said that many residents in the neighborhoods south of SR410 will benefit from the traffic relief generated from the construction of the 192nd Ave. Corridor. He agreed that the County should help with the traffic situation in the area, but urged the Council not to delay construction of this corridor.

Councilmember Hamilton said the 192nd Corridor is important, but again emphasized the need for Rhodes Lake Road Corridor off the plateau. He said the County has promised the Rhodes Lake Road improvements for a number of years, but have still made no final commitment. He said the City Council is trying to put pressure on the County to step up and support the East/West corridor along Rhodes Lake Road. Deputy Mayor Swatman spoke in agreement. He said the planning for the 192nd Corridor will go forward, but will take time. He said it will take additional time for the City to identify funding sources for final design and construction. Both Councilmembers King and Rackley emphasized the need for an additional East/West transportation corridor. Councilmember Rackley reminded the Council that there will be an additional 9,000 to 10,000 homes built to the South of Bonney Lake.

Dan Decker, 20401 70th St. E., asked for additional information regarding the membrane filter sewage treatment system mentioned in a previous meeting by Director Grigsby. He suggested it may save the City from additional costs for future expansion of the Sumner treatment plant. He said the cost savings might be used for a new park. Mr. Decker noted he was looking forward to a progress report from the new mayor at the conclusion of his first 90-days in office. He added that he is thinking about promoting a change in January 2007 for the City to become a charter-city. He said the Mayor-Council form of government is failing, although he is pleased with the current administration so far. He urged the Council and Mayor to continue to work together.

Councilmember Hamilton asked Director Grigsby if a presentation could be made on the membrane filtering process for sewage treatment at a future workshop. Director Grigsby said that a presentation can be made.

Councilmember Rackley moved that the Council take a ten minute break in the meeting. Councilmember Noble seconded the motion.

Motion approved 7 – 0.

At 7:56 p.m., Deputy Mayor Swatman declared a ten minute break in the meeting. The meeting was reconvened at 8:07 p.m.

C.     Correspondence: None.
III. COUNCIL COMMITTEE REPORTS:
[A3.6.4]

A. Finance Committee
Deputy Mayor Swatman said the Finance Committee met earlier in the evening and discussed Substitute Ordinance 1121 related to Civil Service. He added the Committee discussed an email received by most of the Council from MapInfo-Thompson that conducts economic studies. He said there would be further discussion about this under the Buxton item under Full Council Issues.

B. Community Development Committee
Councilmember Rackley said the Committee has not met since the last Council meeting.

C. Public Safety Committee
Councilmember DeLeo said the Public Safety Committee met last night with six of the seven Councilmembers in attendance. He said they heard a presentation on the East Pierce Fire and Rescue Emergency Management Plan, which included some recommendations for the City to pursue in its Emergency Management planning.

D. Other Reports: None.

IV. CONSENT AGENDA: [A3.6]

Councilmember Rackley moved to approve Consent Agenda Items A, B and D. Councilmember Noble seconded the motion.

A. Checks/Vouchers: Accounts payable checks/voucher #43094 thru 43199 and wire transfer #1777628 in the amount of $458,763.64. Accounts payable checks/voucher #43200 for utility refunds in the amount of $280.47. [F4.9]

B. Payroll: February 1-15, 2006 for checks 24619-24661, including Deposits and Electronic Transfers in the amount of $259,555.42. [F4.9]

C. AB06-20 – Resolution 1526 – Authorizing An Agreement With The Buxton Company For A Community Identification And Retail Attraction Study. [A1-25]

D. AB06-31 – A Motion of the City Council Of the City of Bonney Lake, Pierce County, Washington Approving Out-of-state Travel and Training in Portland, OR for the Building Official. [A3.6.10] [A4.7]

Motion approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.
VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

A. **AB06-15 – Ordinance 1179** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 19.06 Of The Bonney Lake Municipal Code And Ordinance Nos. 1018 And 1157, Relating To Parks Impact Fees. [A3.5.5][F4.3]

Councilmember Hamilton moved to adopt Ordinance 1179. Councilmember Noble seconded the motion.

Councilmember Bowen said he would not support the ordinance. He said it would be unfair to make the new people in the City pay for the trail system.

Motion approved 6 – 1. Councilmember Bowen voted no.


B. (Substitute) **AB06-38 – Ordinance 1121** - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 2.08.045 Of The Bonney Lake Municipal Code And Repealing Ordinance No. 883 Relating To The Exclusion Of The Position Of Chief Of Police From The Civil Service System.

Councilmember DeLeo moved to adopt Ordinance 1121. Councilmember Noble seconded the motion.

Deputy Mayor Swatman explained that the City administration wanted to pull proposed Ordinance 1181 from the agenda for more work. He said that at the recent retreat, a majority of the Council had indicated a willingness to move forward with removing the Police Chief's position from the Civil Service. He said this ordinance accomplishes that action.

Councilmember Hamilton said he would oppose adoption of the ordinance. He said he feels the Chief's position should be somewhat autonomous from the Mayor's pressure. He said any discipline of the Chief should be a public process. He added that the Civil Service status of the Police Chief should not swing back and forth with every new mayor. Councilmember Rackley said that leaving the Chief's position in
the Civil Service would limit the Mayor and Council’s ability to appoint this department head. He added that the position could be reinstated to the Civil Service at any time.

Motion approved 5 – 2. Councilmembers Hamilton and King voted no.

C. **AB06-41 – Resolution 1538** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring An Emergency And Waiving Competitive Bidding Requirements For Replacement Of A Sewer Trunk Line. [04.5.1]

Councilmember King moved to approve Resolution 1538. Councilmember Rackley seconded the motion.

Director Grigsby explained that this resolution will expedite the procurement of services to make an emergency repair of the sewer steel sewer line that recently failed. Responding to Councilmember Rackley’s question about how much time is saved by approving this resolution, City Engineer Woodcock said the formal bidding process would have taken about sixty days. He said another break in the line was identified over the weekend and advised the Council that the City should move forward with all possible speed. Councilmember Rackley observed that the City may pay a premium for not going out to bid. City Engineer Woodcock responded that the City will work closely with the proposed contractors. He said if good cost figures are not negotiable with Parametrix and DDJ, Inc., then they will move on to negotiate with other contractors. Addressing Councilmember King’s concerns about provisions for an emergency by-pass, Director Grigsby responded that the City has already procured the equipment necessary to handle that situation.

Motion approved 7 – 0.

D. **AB06-42 – Resolution 1539** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The 192nd Corridor Study And Directing The Mayor To Proceed With Partial Design And Right-Of-Way Acquisition. [04.8.2]

Councilmember Rackley moved to approve Resolution 1539. Councilmember King seconded the motion.

Although signed up to speak, Keith Stanley declined the opportunity to address the Council at this time.

Terry Linville spoke in support of the 192nd Ave. E. Corridor and the connection of 189th to 192nd. He asked the Council to consider where all the vehicles will go if the corridor is not constructed.

Councilmember King said the Council should adopt the resolution as presented. He said the additional design work will help the Council make
the decision in the future about the connection of 189th to 192nd. Councilmembers Hamilton and Rackley also spoke in favor of the resolution as presented.

**Deputy Mayor Swatman moved to amend Resolution 1539 by adding the following:**

(4) the future design of 192nd St. E. Corridor shall not include the design of or right of way acquisition for a connection to 189th.

**Councilmember Noble seconded the motion.**

Deputy Mayor Swatman explained that he is proposing the amendment to bring conclusion to the discussion about the connection of the 189th Ave. E. cul-de-sac to the 192nd Ave. E. Corridor. He said whatever the outcome on the vote for this amendment is, it should be the official position of the Council. Councilmember Rackley observed that the deletion of the connection from the plan might save the City some money. But, he added, the connection has been anticipated for a number of years. He said the connection is supported by the consultants and staff.

Councilmember King commented that no homeowners association opposes the corridor, although some have expressed concern for the connection of the cul-de-sac and the traffic impacts. He said the arguments about the impacts of Cascadia are immaterial at this time. He suggested that the information obtained by the early design may help the Council with the decision on the connection of the cul-de-sac. He urged the Council to vote against the amendment and pass the resolution as originally proposed.

Councilmember DeLeo said the Council may not have had the full information ten years ago when a decision on the cul-de-sac was originally made. He said he was unaware of the grade separation issue between 189th and 192nd. He expressed concern for sight-distance safety and said he would support the amendment. Councilmember King reminded the Council that the engineers would use best practices in design of the intersection and that it would not be designed in an unsafe manner.

**Motion to amend approved 4 – 3. Councilmembers Hamilton, King and Rackley voted no.**

**Amended motion approved 7 – 0.**

**E. AB06-40 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Accepting the Final Plat for the Brookside III Development. [A3:6.10] [03.7.2]**

Councilmember Rackley moved to approve the Brookside III Final Plat. Councilmember Hamilton seconded the motion.
Angela Wingate, representing Investco, offered to respond to Council’s questions. Deputy Mayor Swatman said this is a somewhat perfunctory action by the Council. He said he hopes the developer is not telling people that 103rd will not go through. He said it is definitely planned to be a connecting road.

Motion approved 7 – 0.

F. **AB06-20 – Resolution 1526 – Authorizing An Agreement With The Buxton Company For A Community Identification And Retail Attraction Study.** [A1.25]

Councilmember DeLeo moved to table Resolution 1526 to the next workshop. Councilmember Rackley seconded the motion.

Deputy Mayor Swatman noted that the other vendor will be making a presentation at the workshop.

Motion approved 7 – 0.

IX. EXECUTIVE SESSION: None.

X. ADJOURNMENT

At 8:44 p.m., Councilmember King moved to adjourn the meeting. Councilmember Noble seconded the motion.

Motion approved 7 – 0.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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**BUDGET INFORMATION**

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<th>Impact</th>
<th>Remaining Balance</th>
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<td>NA</td>
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**Explanation:**
Boating Safety Program agreement with Pierce County for the dispersal of Washington State Vessel Registration fees. Acceptance of the revenues.

**Agenda Subject:**
A resolution of the city council of the city of Bonney, Pierce County, Washington, authorizing the Mayor to sign an agreement with Pierce County for the Boating Safety Program revenues.

**Administrative Recommendation:**
Recommend approval.

**Background Summary:**
The Pierce County Sheriff's Department is tasked with distributing State Vessel registration fees to jurisdictions in Pierce County with approved boating safety programs. The dispersal is based on a formula that takes many factors into consideration to allow for equitable distribution amongst the jurisdictions. Bonney Lake’s share for 2006 is $12,480. This is to help support the Marine Services program and may not supplant local funds for the program.

**Council Committee Dates:**
Finance Committee: Public Safety Committee: February 27, 2006
Community Development & Planning Committee:

**Commission Dates:**
Planning Commission: Civil Service Commission:

**Board/Hearing Examiner Dates:**
Park Board: Hearing Examiner:

**Council Action:**
Council Call for Hearing: Council Hearings Date:
Council Referred Back to: Workshop: Committee
Council Tabled Until: Council Meeting Dates: March 14, 2006

**Signatures:**
Dept. Dir.
Buster McGehee
Mayor/City Administrator
Date City Attorney reviewed

G: users/everyone/ag-bf/AGBL1
RESOLUTION NO. 1534

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH PIERCE COUNTY FOR THE BOATING SAFETY PROGRAM REVENUES

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to execute the agreement attached hereto as Exhibit “A” and incorporated herein by this reference.

PASSED by the City Council this 14th day of March, 2006.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
DATE: March 27, 2006

ORIGINATOR: Buster McGehee TITLE: Interim Chief of Police

SUBJECT/DISCUSSION: Request to sign Boating Safety Program agreement

The Pierce County Sheriff’s Department is tasked with distributing State Vessel registration fees to jurisdictions in Pierce County with approved boating safety programs. The dispersal is based on a formula that takes many factors into consideration to allow for equitable distribution amongst the jurisdictions. Bonney Lake’s share for 2006 is $12,480. This is to help support the Marine Services program and may not supplant local funds for the program.

ORDINANCE/RESOLUTION # 1534 – AB06-32

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

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

BUDGET INFORMATION
BUDGETED ITEM: Not Applicable TOTAL COST: N/A
(Note: If budgeted item, attach copy of budget page and identify)

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Explanation: This provides the City with $12,480 in revenue for the Marine Services Program.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

<table>
<thead>
<tr>
<th>DATE APPROVED</th>
<th>DISAPPROVED</th>
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</thead>
<tbody>
<tr>
<td>Phil DeLeo, Chairperson</td>
<td></td>
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<tr>
<td>Cheryl Noble</td>
<td></td>
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<tr>
<td>David King</td>
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COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:

CITY CLERK FINANCE OFFICER CITY ATTORNEY

Include on the Consent Agenda for Council Meeting date of: March 14, 2006

☐ Yes. ☐ No.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council Meeting Date:</th>
<th>Agenda Item Number:</th>
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<td>ABO6-49</td>
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<th>Resolution Number:</th>
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**BUDGET INFORMATION**

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**Explanation:**

**Agenda Subject:** An Ordinance related to the installation of manufactured homes in existing mobile home parks

**Administrative Recommendation:** Amend Ordinance 1137 so that Title 15.08.020 reads as follows (underlined added):

**15.08.020 Permitted locations and age.**

Manufactured homes shall be permitted in all zones allowing single family residences. Manufactured homes requiring an installation permit under BLMC 15.08 shall be new manufactured homes under RCW 35.63.160(2), except that, manufactured homes moving into currently existing mobile home parks shall be no more than ten (10) years of age at the date of permit application.

**Background Summary:** Resolution 1535, passed last month by Council, was a stop-gap measure to provide immediate relief for siting of used manufactured homes in existing mobile home parks. The attached ordinance 1183 provides a permanent fix for the same situation. Note that the 10 year figure is the same that was recommended by staff when Ord. 1137 was presented, and is of course subject to change at the discretion of Council.

**Council Committee Dates:**

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<tr>
<th>Finance Committee:</th>
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<tr>
<td>Public Safety Committee:</td>
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<tr>
<td>Community Development &amp; Planning Committee:</td>
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<tr>
<td>Council Workshop: March 7, 2006</td>
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</tbody>
</table>

**Agency/Commission Dates:**

| Planning Agency: |
| Design Commission: |
| Civil Service Commission: |

**Board/Hearing Examiner Dates:**

| Park Board: |
| Hearing Examiner: |

**Council Action:**

| Council Call for Hearing: |
| Council Referred Back to: Workshop: Committee |
| Council Tabled Until: Council Meeting Dates: |

**Signatures:**

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<tr>
<th>Dept. Dir.</th>
<th>Mayor</th>
<th>Date City Attorney reviewed</th>
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ORDINANCE NO. 1183

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, RELATING TO THE INSTALLATION OF MANUFACTURED HOMES INSIDE MOBILE HOME PARKS WITHIN THE CITY OF BONNEY LAKE.

WHEREAS, Ordinance 1137 brought the City into compliance with state law with regard to placement of manufactured homes in residentially zoned areas; and

WHEREAS, Ordinance 1137 stipulated that manufactured homes should be new units; and

WHEREAS, it was not intended to require that manufactured homes placed in existing mobile home parks need to be new units;

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

Title 15.08.020 of the Bonney Lake Municipal Code is hereby amended to read as follows (underlined added):

15.08.020 Permitted locations and age.
Manufactured homes shall be permitted in all zones allowing single family residences. Manufactured homes requiring an installation permit under BLMC 15.08 shall be new manufactured homes under RCW 35.63.160(2), except that, manufactured homes moving into currently existing mobile home parks shall be no more than ten (10) years of age at the date of permit application.

PASSED by the City Council and approved by the Mayor this 14th day of March, 2006.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:

1 of 1
**City of Bonney Lake, Washington**

**Council Agenda Bill (C.A.B.) Approval Form**

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<tr>
<td>Gary Leaf, Asst PW Director</td>
<td>3/14/2006</td>
<td>AB-06-36</td>
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**Explanations:**

001.076.576.80.041

**Agenda Subject:** A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a contract with Cascade Design Collaborative.

**Administrative Recommendation:**

Recommend the City Council authorize the Mayor to sign contract.

**Background Summary:** Last year Cascade Design provided a number of concept design options for development of sports fields and other uses at the newly acquired Moriaty property. IAC staff suggests that sports fields may rank higher in 2006 than in the past few years. This year 50% grants are available up to a maximum grant amount of $300,000. Staff requests technical assistance from Cascade Design to put together a competitive grant application. While this would not guarantee a grant it does significantly increase our chances of success this year or next. Sometimes a city must apply several times before achieving success. Due to the modest amount of funds available staff suggests that this project progress in phases. If successful the City will have two years to secure matching funds and complete construction. Council will need to pass a resolution that the City will be able to secure the matching funds before the application is due on 5/1/06.

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<td>3/6/06</td>
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**Council Action:**

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<th><strong>Committee:</strong></th>
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<th><strong>Council Tabled Until:</strong></th>
<th><strong>Council Meeting Dates:</strong></th>
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**Signatures:**  

[Signature]

Date City Attorney Reviewed: [Date]
DATE:  March 6, 2006

ORIGINATOR:  Gary Leaf  
TITLE:  Assistant Public Works Director

SUBJECT:  Contract for Grant Assistance for Sports Fields – Cascade Design Collaborative

Last year Cascade Design provided a number of concept design options for development of sports fields and other uses at the newly acquired Moriarty property. IAC staff suggests that sports fields may rank higher in 2006 than in the past few years. This year 50% grants are available up to a maximum grant amount of $300,000. Staff requests technical assistance from Cascade Design to put together a competitive grant application. While this would not guarantee a grant it does significantly increase our chances of success this year or next. Sometimes a city must apply several times before achieving success. Due to the modest amount of funds available staff suggests that this project progress in phases. If successful the City will have two years to secure matching funds and complete construction. Council will need to pass a resolution that the City will be able to secure the matching funds before the application is due on 5/1/06.

ORDINANCE/RESOLUTION # 1536

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Recommend the City Council authorize the Mayor to sign contract.

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

BUDGETED ITEM:  
Budget Impact:  $9,000

COMMITTEE ACTION:  RECOMMEND APPROVAL TO COUNCIL

DATE  
APPROVED  
DISAPPROVED

James Rackley, Chairman

Mark Hamilton

David Bowen

COMMITTEE COMMENTS:

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

Please schedule for City Council Meeting date of:  March 14, 2006
Consent Agenda:  X Yes  □ No
RESOLUTION NO. 1536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH CASCADE DESIGN COLLABORATIVE FOR IAC GRANT APPLICATION ASSISTANCE.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated herein by this reference.

PASSED by the City Council this 14th day of March, 2006.

__________________________
Neil Johnson, Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this __________ day of ________________________, 20________, by and between the City of Bonney Lake ("City") and ____________ ("Consultant").

The parties hereby agree as follows:

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

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

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

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
The Consultant and its subconsultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

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

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

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

7. **Nondiscrimination.** 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. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.
8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

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

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

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

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

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

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

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to the Consultant’s profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

3. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

### C. Other Insurance Provisions

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

1. The Consultant’s insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

### D. Acceptability of Insurers

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

### E. Verification of Coverage

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: ________________________________  By:____________________________

Neil Johnson Jr., Mayor

**Attachments:**

Exhibit A: Scope of Work/Deliverables/Fee
Exhibit B: Rates
EXHIBITS A & B: SCOPE OF WORK & RATES

Task Work Order for IAC Grant application Assistance – Revised 2/8/06.
For Allen Yorke Park Master Plan - New Baseball Field.

Task 1.
Assist the City staff with drafting the IAC grant application.
CDC will spend a total of 20 hours assisting with text edits, graphic layout and
discussions of content with City staff.

Task 2.
Prepare a pre-schematic CAD design of a new baseball field on the Moriarty property.
CDC will revise the concept plan that was completed last year which includes a
combination soccer baseball layout to a single baseball layout. The pre-schematic design
plan will include a CAD base drawing of the field, dugouts, and bleachers as well as
adjacent parking and other ancillary elements. Time will be as follows: Design 16 hrs,
CAD time 24 Hrs, Rendering 6 Hrs. total 46 hrs.

Task 3.
Prepare a cost estimate on the pre-schematic design.
CDC will estimate cost of the field alone and outline the costs for the adjacent activity
areas such as parking, play areas, etc. This will include preliminary cut/fill calculation for
the field area. CDC assumes that the wetland setback in accurate for completing the
design assessment. CDC hrs. 12.

Task 4.
CDC will develop a powerpoint show, practice and attend interview with City in
Olympia.
CDC hours Total 12 hrs.

Total 90 hrs @ $95 hrs. = $8,550.00 Total contract not to exceed $9,000. including
reimbursables. We will invoice hourly per task and by month. Time not required for
specific task will be held in reserved for additional assistance or other task work as
directed by the City.
March 6, 2006

PUBLIC WORKS DEPARTMENT
STAFF REPORT

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.”

IAC Grant Technical Assistance

Last year the City hired Cascade Design Collaborative to create several concept design options for eventual development of the Morriarty property and also hired Bruce Dees & Associates to work with a citizens’ committee to draw up a plan for a trail along Fennel Creek. Staff from the Interagency Committee for Outdoor Recreation (IAC) suggest that sports fields and trail construction may rank higher in 2006 as potential grant opportunities than in the past few years. Having done concept designs and public outreach mean that IAC grant applications this year are within reach of the City of Bonney Lake.

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The proposed contract with Bruce Dees would cost $9,610 if approved while the contract with Cascade Design would cost $9,000 if approved.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact:
Gary Leaf, Asst PW Director

Council/Wrksph Mtg Date:
3/14/2006

Agenda Bill Number
AB-06-37

Ordinance Number:

Resolution Number:
1537

Councilmember Sponsor:

BUDGET INFORMATION

2006 Budget Amount
$7,900 9,610

Explanation:
001.076.576.80.041

Required Expenditure
$7,900 9,610

Impact
$7,900 9,610

Remaining Balance
$0

Agenda Subject: A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a contract with Bruce Dees & Associates.

Administrative Recommendation:
Recommend the City Council authorize the Mayor to sign contract.

Background Summary: Over the past year Bruce Dees & Associates has worked with staff and the Fennel Creek Advisory Committee to develop a plan for a trail along Fennel Creek. We feel that this trail will receive high consideration for an IAC grant this. In 2006 50% grants are available with no maximum limit stated by IAC. Staff requests technical assistance from Bruce Dees & Associates to put together a competitive grant application. While this would not guarantee a grant it does significantly increase our chances of success this year or next. Sometimes a city must apply several times before achieving success. Due to the modest amount of funds available staff suggests that this project progress in phases. If successful the City will have two years to secure matching funds and complete construction. Council will need to pass a resolution that the City will be able to secure the matching funds before the application is due on 5/1/06.

Council Committee Dates:
Finance Committee:
Public Safety Committee:
Community Development & Planning Committee: 3/6/06
Council Workshops:

Commission Dates:
Planning Commission:
Civil Service Commission:

Board/Hearing Examiner Dates:
Park Board:
Hearing Examiner:

Council Action:
Council Call for Hearing:
Council Referred Back to:
Council Tabled Until:
Council Hearings Date:
Workshop:
Committee:
Council Meeting Dates:

Signatures:
Dir. Authorization
Mayer
Date City Attorney Reviewed:
COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 6, 2006

ORIGINATOR: Gary Leaf TITLE: Assistant Public Works Director

SUBJECT: Contract for Grant Assistance for Trail Along Fennel Creek – Bruce Dees & Assoc.

Over the past year Bruce Dees & Associates has worked with staff and the Fennel Creek Advisory Committee to develop a plan for a trail along Fennel Creek. We feel that this trail will receive high consideration for an IAC grant this. In 2006 50% grants are available with no maximum limit stated by IAC. Staff requests technical assistance from Bruce Dees & Associates to put together a competitive grant application. While this would not guarantee a grant it does significantly increase our chances of success this year or next. Sometimes a city must apply several times before achieving success. Due to the modest amount of funds available staff suggests that this project progress in phases. If successful the City will have two years to secure matching funds and complete construction. Council will need to pass a resolution that the City will be able to secure the matching funds before the application is due on 5/1/06.

ORDINANCE/RESOLUTION # 1537

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Recommend the City Council authorize the Mayor to sign contract.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR
CITY ATTORNEY N/A

BUDGETED ITEM: Budget Impact: $6,900

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairman 3-6-06
Mark Hamilton 3-6-06
David Bowen 3-7-06

COMMITTEE COMMENTS:

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

Please schedule for City Council Meeting date of: March 14, 2006
Consent Agenda: ☑ Yes ☐ No
RESOLUTION NO. 1537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH BRUCE DEES & ASSOCIATES FOR IAC GRANT APPLICATION ASSISTANCE.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated herein by this reference.

PASSED by the City Council this 14th day of March, 2006.

______________________________
Neil Johnson, Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___________ day of _____________________, 20________, by and between the City of Bonney Lake ("City") and ___________ ("Consultant").

The parties hereby agree as follows:

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

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

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

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
The Consultant and its subconsultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

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

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

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

7. **Nondiscrimination.** 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. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.
8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

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

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

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

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

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

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

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to the Consultant’s profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

3. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant’s insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

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

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

**CITY OF BONNEY LAKE** 

By: ________________________________ 

Neil Johnson Jr., Mayor 

**CONSULTANT** 

By: ________________________________

**Attachments:**

Exhibit A: Scope of Work/Deliverables/Fee 
Exhibit B: Rates
EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City: see attached
March 9, 2006

Mr. Gary A. Leaf  
Assistant Public Works Director  
City of Bonney Lake  
8720 184th Ave. E  
Bonney Lake, WA 98390-0944

Job No. 117-02-01

RE: Fennel Creek IAC Grant Application  
Scope and Fee

Dear Gary,

Bruce Dees & Associates (BD&A) are pleased to provide this scope of work for the Fennel Creek Trail Project IAC grant application services. This scope of work is to prepare the 2006 IAC grant application for three Fennel Creek Trail sections that are identified in 2005 Fennel Creek Trail Plan.

SCOPE OF WORK
Specifically the work will include:

1. **Coordinate and Conduct a Pre-grant Application Meeting.** BD&A will coordinate and conduct a pre application meeting with the Owner and the IAC representative to review the project and discuss the project and project approach. Based on this meeting we use the IAC’s recommendations to prepare the IAC grant. This meeting will be held at BD&A’s office.

2. **Prepare the Project Cost Estimate:** A detailed trail section cost estimate will be developed for each trail section in the IAC required format. Trails and trailhead construction cost estimates will be calculated based on the design criteria provided in the 2005 Fennel Creek Trail Plan.

3. **Prepare for and Attend a Public Hearing for the Grant Application:** BD&A will prepare presentation materials for a public hearing on the project as required by IAC. We will attend the meeting and provide assistance to City staff if the need arises. Meeting notes will be prepared and sent to the City for their records.

4. **Prepare the IAC Grant Application:** A grant application will be prepared using the IAC’s Prism software. Based on the IAC representative’s recommendation, one grant application will be prepared that includes the one section of the trail that is being proposed to be funded. The grant application work will include:
   - Project Maps and details from the Fennel Creek Trail Plan Draft Report dated December 5, 2005.
   - Completed preliminary grant application
   - Land acquisition information for one parcel that the City wants to purchase. (Cimmer parcel).

5. **Submit the Draft Application to IAC:** BD&A will submit the draft application to the IAC representative for their review and comment. Based on the comments received, BD&A will make revisions to the Grant application based on the IAC’s representative’s recommendation.
6. **Final Grant Application Presentation**: BD&A will present the final grant documents to the City for the signatures and submittal to the IAC.

7. **Prepare a Power Point Presentation**: BD&A will prepare the power point presentation. The power point presentation will include sufficient information to provide a 20 to 30 minute presentation to the Grant Committee. The presentation will be submitted to the IAC project specialist who will review and make revision recommendations. BD&A will make the revisions as recommended.

**EXTRA WORK**
Steps 8 and 9 in the IAC Grant process will be completed by the City of Bonney Lake. These items can be added as extra work with a negotiated fee if the City desires.

8. **Post Evaluation**: BD&A will attend the post evaluation meeting to receive additional IAC project review input. BD&A will provide meeting minutes to the City for their record.

9. **Funding Meeting**: BD&A will attend the funding meeting and provide meeting minutes to the City for their records.

**SCHEDULE**
1. Coordination Meeting
2. Prepare Cost Estimate
3. Prepare for and attend a Public Meeting
4. Prepare the IAC Grant Application
5. Submit the Draft Application to IAC
6. Revisions and Submittal to the City
7. Prepare Power Point Presentation

<table>
<thead>
<tr>
<th>Work Items</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Items 1-3</td>
<td>$3,260.00</td>
</tr>
<tr>
<td>Items 4-7</td>
<td>$6,350.00</td>
</tr>
</tbody>
</table>

**FEES**
We propose to provide the above scope of work for a lump sum fee of $9,610.00. Invoicing and payment shall be monthly on the percent complete for each work item.

**Total** $9,610.00

Sincerely,

BRUCE DEES & ASSOCIATES

Bruce Dees, FASLA
Principal

ABD:sas

Approved By:

Gary Leaf, Assistant Public Works Director

Purchase Order #
EXHIBIT B: RATES

The Consultant’s work under this Agreement shall be compensated at the rate of $________ per hour. See attached
Fee Schedule

Bruce Dees & Associates

Effective June 1, 2005

Standard Fee Schedule

The compensation of Bruce Dees & Associates for work done on the basis of a charge rate, plus incurred expenses, will be the sum of all of the items set forth below:

A. Personnel Services

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape Architect (Principal)</td>
<td>$140.00</td>
</tr>
<tr>
<td>Landscape Architect I</td>
<td>$130.00</td>
</tr>
<tr>
<td>Landscape Architect II</td>
<td>$120.00</td>
</tr>
<tr>
<td>Landscape Architect III</td>
<td>$100.00</td>
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<tr>
<td>Engineering Technician/Information Systems Manager</td>
<td>$100.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$ 65.00</td>
</tr>
</tbody>
</table>

B. Travel and Transportation Expenses

1. Reimbursement for actual travel and subsistence expenses paid to or on behalf of personnel on business connected with the project, plus a service charge of 15%.
2. Fort cents ($0.40) per mile for use of vehicles.

C. Outside Services

1. Invoice cost of services and expenses charged to Bruce Dees & Associates by outside consultants, professional or technical firms engaged in connection with the order, plus 15% overhead cost.

D. Miscellaneous Expenses

1. The invoice cost of materials, supplies, reproduction work, and other services, including communication expenses, procured by Bruce Dees & Associates from outside sources, plus a service charge of 15%. All out-of-pocket expenses not included in Items A, B, and C will be included in this category.
2. Computer station for Cad services will be charged at $10.00 per hour.
IAC Grant Technical Assistance

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

<table>
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<tr>
<th>Department/Staff Contact:</th>
<th>Council/Wrkshp Mtg Date:</th>
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<tbody>
<tr>
<td>Dan Grigsby – PW Director</td>
<td>March 14, 2006</td>
<td>AB06-45</td>
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**BUDGET INFORMATION**

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<th>Required Expenditure</th>
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<th>Remaining Balance</th>
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<td>$6,419.20</td>
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<td>$43,580.80</td>
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**Explanation:**
Water CIP 401.999.594.16.064

**Agenda Subject:**
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing an agreement with Water & Wastewater Automation, LLC for the SCADA System Upgrade.

**Administrative Recommendation:**
Recommend that the City Council award Water & Wastewater Automation, LLC the contract for the SCADA System Upgrade and authorize the Mayor to sign the agreement.

**Background Summary:**
The purpose of this project is to install a backup SCADA Computer System, replace existing obsolete PLC processors and upgrade programming software. The SCADA System upgrade is important because it will provide a backup if the current system fails and the additional memory created by the replacement of the processors should solve our current communication errors. The City solicited bids from our Small Works Roster. Of the 2 bids we received Water & Wastewater Automation, LLC submitted the lowest bid in the amount of $6,419.20.

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<th>Board/Hearing Examiner Dates:</th>
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<tr>
<td>Council Workshop:</td>
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</tbody>
</table>

**Council Action:**
Council Call for Hearing: Council Hearings Date:
Council Referred Back to: Workshop: Committee
Council Tabled Until: Council Meeting Dates:

**Signatures:**
Dept. Dir.
Mayor
Date City Attorney reviewed Standard
COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 6, 2006

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Award SCADA System Upgrade to Water & Wastewater Automation, LLC

The purpose of this project is to install a backup SCADA Computer System, replace existing obsolete PLC processors and upgrade programming software. The SCADA System upgrade is important because it will provide a backup if the current system fails and the additional memory created by the replacement of the processors should solve our current communication errors. The City solicited bids from our Small Works Roster. Of the 2 bids we received Water & Wastewater Automation, LLC submitted the lowest bid in the amount of $6,419.20.

ORDINANCE/RESOLUTION # 1541

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Recommend that the City Council award the project to Water & Wastewater Automation, LLC and authorize the Mayor to sign the agreement.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR
CITY ATTORNEY N/A

BUDGETED ITEM: Budget Impact: $6,419.20

____________________________________________________________________

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairman 3-6-06

Mark Hamilton 3-6-06

David Bowen 3-6-06

COMMITTEE COMMENTS:

____________________________________________________________________

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

Please schedule for City Council Meeting date of: March 14, 2006
Consent Agenda: ☒ Yes ☐ No
RESOLUTION NO. 1541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH WATER & WASTEWATER AUTOMATION, LLC FOR THE SCADA SYSTEM UPGRADE.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated herein by this reference.

PASSED by the City Council this 14th day of March, 2006.

_____________________________
Neil Johnson Jr., Mayor

ATTEST:

_____________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

_____________________________
James Dionne, City Attorney
CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this _____ day of __________ 2006 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and _________________________, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

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

WHEREAS, sufficient CITY resources are not available to provide such work; and

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK.

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 Exhibit "A" attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than __________, 2006, and shall be completed no later than __________, 2006, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any work rendered by the CONTRACTOR except for work identified and set forth in this Agreement.

C. The CITY shall pay the CONTRACTOR for work performed under this Agreement pursuant to accepted bid proposal attached hereto as Exhibit "B" and by this reference incorporated herein.
D. The CONTRACTOR shall submit to the CITY Clerk-Treasurer on forms approved by the Clerk-Treasurer, a voucher or invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the CONTRACTOR within approximately thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

A. The CONTRACTOR at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information data, and other related materials, prepared or assembled by the CONTRACTOR under this Agreement and any information relating to personal, medical and financial data will be treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.17, R.C.W. Generally, Chapter 42.17, R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands.

B. The CONTRACTOR shall at any time during normal business hours and as often as the CITY or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the CONTRACTOR’S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONTRACTOR’S activities which relate, directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of work and/or services will lie solely with the discretion of the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the work herein contemplated the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY’S general rights of inspection and review to secure the satisfactory completion thereof.

6. CONTRACTOR EMPLOYEES/AGENTS
The CITY may in its sole discretion require the CONTRACTOR to remove an employee(s), agent(s) or servant(s) from employment on this Project. The CONTRACTOR may however employ that (those) individual(s) on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The CONTRACTOR shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this Agreement and/or the CONTRACTOR’S performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR; and provided further, that nothing herein shall require the CONTRACTOR to hold harmless or defend the CITY, its agents, employees and/or officers from any claims arising from the sole negligence of the CITY, its agents, employees, and/or officers. The CONTRACTOR expressly agrees that the indemnification provided herein constitutes the CONTRACTOR’S waiver of immunity under Title 51 RCW, for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

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

A. Minimum Scope of Insurance

The CONTRACTOR shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an
insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. **Worker's Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

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

B. **Minimum Amounts of Insurance**

CONTRACTOR shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

B. **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 Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

4. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
The CONTRACTOR'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR'S insurance shall be primary insurance as respects the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the CONTRACTOR pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The CONTRACTOR, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The CONTRACTOR specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

C. The CONTRACTOR shall fully satisfy, and shall require any subcontractors to fully satisfy, any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070. Specified retainage relating to the Project will be withheld until receipt by the City of evidence that CONTRACTOR and all of its subcontractors have fully satisfied any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The CONTRACTOR shall ensure that applicants
are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The CONTRACTOR shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. Nondiscrimination in Services. The CONTRACTOR will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENT/SUBCONTRACTING.

A. The CONTRACTOR shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONTRACTOR not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon the CITY unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

The CITY will have the right to make changes to the work provided for hereunder, within its general scope, and the contract time and for contract amount will be equitably adjusted to reflect
the change. The CONTRACTOR will promptly commence and continue to perform the work as changed not withstanding disagreement over the equitable adjustment owing therefore.

14. MAINTENANCE AND INSPECTION OF RECORDS.

A. The CONTRACTOR shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The CONTRACTOR shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The CONTRACTOR agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under tile Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof

17. RETAINAGE.

Notwithstanding any other provision of this Agreement, in accordance with Ch. 60.28 RCW, the CITY shall retain from the monies earned by CONTRACTOR hereunder, five percent as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialman who shall perform any labor or furnish any supplies related to the Project, and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from CONTRACTOR. Said retainage shall be reserved in a CITY fund until thirty days following final acceptance of the Project as completed, and shall not be released to CONTRACTOR until the CITY has received certification from the Washington State Department of Revenue that all taxes, increases and penalties due from CONTRACTOR, and all taxes due and to become due with respect to the Project, have been paid in full or are readily collectible without recourse to the state’s lien on the retainage, and until the requirements of section 10(C) have been satisfied.
18. PERFORMANCE BOND.

In accordance with Ch. 39.08 RCW, CONTRACTOR shall furnish to the CITY a bond, with a surety company licensed as a surety in Washington as surety, conditioned that CONTRACTOR shall faithfully perform all provisions of this Agreement and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for carrying out the Project. Said bond shall be in the amount of the total amount of this Agreement.

19. PREVAILING WAGE.

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

20. TERMINATION.

A. Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by written notice to the CONTRACTOR. In the event of termination for the convenience of the CITY, the CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner directed by the CITY.

B. Termination for Cause. If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.
21. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

22. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

23. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

24. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

25. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF BONNEY LAKE

__________________________
Neil Johnson Jr., Mayor
Date: ______________________

CONTRACTOR: ____________________

__________________________
Date: ______________________

EXHIBIT “A” (Project Work)
EXHIBIT “B” (Bid Proposal)
EXHIBIT “C” (Prevailing Wage Rates)
EXHIBIT “A”
Scope of Work
ATTACHMENT A – SCOPE OF WORK

City of Bonney Lake
SCADA System Upgrade

PRIMARY ELEMENTS OF THE PROJECT

The City of Bonney Lake wishes to install a redundant SCADA computer and to replace the two existing obsolete Rockwell Control Logix PLC processors.

- Replace MTU 0, which communicates with the Sewer Lift stations
- Replace MTU 1, which communicates with the Water systems
- Install a new computer SCADA computer in the City Maintenance Shops office to replace the current SCADA computer
- Reconfigure the existing SCADA computer as a redundant station and locate it to the Maintenance Shop electrical area.

This project assumes that field conditions include the following:

- The City will directly purchase the new SCADA computer, new PLC processors, Allen Bradley PLC programming software upgrade and Wonderware software directly and provide it to Parametrix for installation.
- The City will provide a desk and required power outlet for locating the existing computer to the Maintenance Shop area.
- No new pump stations or pump station programming will require loading into the MTU’s processors or Computers while this project is underway.

PHASE 1 – SCADA UPGRADES

Task 1 – Master Telemetry Unit (MTU) Replacement

Goals and Objectives

Replace the existing AB Control Logix MTU processors with new AB Control Logix processors and upgrade the programs using the new Allen Bradley programming software for the new PLC’s.

- Backup the existing PLC programs
- Upgrade and load the MTU programs into the new PLC processors in the office and confirm normal operation prior to installation.
- Replace MTU 0 and as soon as possible because this PLC appears to be experiencing communication errors due to low free memory in the existing processor.

City of Bonney Lake
SCADA System Upgrade

Project Number 214-1611-013, 06/08

January 5, 2006
• Replace MTU 1 once MTU 0 has been determined to be operating reliably

Task 2 – SCADA Computer Upgrades

Goals and Objectives

Replace the existing SCADA computer located in the City Maintenance Shop Office with a new City supplied computer. The existing computer will be re-configured and relocated to the Maintenance Shop area.

Approach

• Backup existing SCADA computer files.
• Load the new SCADA computer with a City supplied new run-time version of Wonderware InTouch software.
• Convert the existing SCADA computer files to Wonderware version 9.5 and load them onto the new SCADA computer.
• Transfer all other files including SCADAAlarm, reports and history files etc from the existing SCADA computer to new SCADA computer.
• Re-install the new SCADA computer in Maintenance Shop near MTUs.
• Once the new computer is determined to be operating reliably, remove the existing SCADA computer for offsite upgrading to Wonderware version 9.5.
• Re-install the existing SCADA computer in the Maintenance Shop near the MTU cabinet.
• Test the completed system in-place to determine that it is functioning properly.

Assumptions

• The City will specify and purchase all hardware and software.
• Work will be sequenced by changing only one computer or MTU unit at a time.
• Program changes for other projects will kept to an absolute minimum during transition period.
• The existing programming including reports, alarm files, historian will remain as is.
• All programming will be completed by March 1, 2006.
• New MTU PLC’s software will upgrade the present programs without additional program modifications.

Deliverables

• One set of data CD’s with electronic configuration files for each SCADA computer and each MTU (PLC).
EXHIBIT “B”
Bid Proposal
**Fee Estimate**  
**Date:** 01/25/2006  
**All work to be completed by March 1, 2006**

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**UBI # 602313862**  
Does not include Sales taxes if applicable

**Estimate Total:** $5,900.00

**Sales Tax:** $519.20

**Total:** $6,419.20
# EXHIBIT “C”
Prevailing Wage Rates

PIERCE County -- Effective: 3/3/2006 -- Benefit Code Key

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<td><strong>CABINET MAKERS (IN SHOP)</strong></td>
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<td>SAWFILER</td>
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### CEMENT MASONs

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### DIVERS & TENDERS

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### DREDGE WORKERS

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<td>Boatmen</td>
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<td>Leverman, Hydraulic</td>
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### DRYWALL TAPERS

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### ELECTRICAL FIXTURE MAINTENANCE WORKERS

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### ELECTRICIANS - INSIDE

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<tbody>
<tr>
<td>Cable Splicer</td>
<td>$48.73</td>
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<td>Journey Level</td>
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<td>5C</td>
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<td>Lead Covered Cable Splicer</td>
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<td>Welder</td>
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### ELECTRICIANS - MOTOR SHOP

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<tbody>
<tr>
<td>Craftsman</td>
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### ELECTRICIANS - POWERLINE CONSTRUCTION

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<td>Groundperson</td>
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<tr>
<td>Head Groundperson</td>
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<td>Jackhammer Operator</td>
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<td>Rate Type</td>
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<td>CRUSHER FEEDER</td>
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<td>CURING LABORER</td>
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<tr>
<td>DITCH DIGGER</td>
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<td>DIVER</td>
<td>$34.30</td>
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<td>DRILL OPERATOR (HYDRAULIC, DIAMOND)</td>
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<td>DUMPMAN</td>
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<td>EPOXY TECHNICIAN</td>
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<td>EROSION CONTROL WORKER</td>
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<td>FALLER/BUCKER, CHAIN SAW</td>
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<td>FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)</td>
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<td>SCALE PERSON</td>
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<td>Occupation</td>
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<td>1N</td>
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<td>PIPE LAYER</td>
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<td><strong>LANDSCAPE CONSTRUCTION</strong></td>
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<td>IRRIGATION OR LAWN SPRINKLER INSTALLERS</td>
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<td><strong>PAINTERS</strong></td>
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<td>JOURNEY LEVEL</td>
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<td>JOURNEY LEVEL</td>
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<td>1R</td>
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<td><strong>PLAYGROUND &amp; PARK EQUIPMENT INSTALLERS</strong></td>
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<td><strong>PLUMBERS &amp; PIPEFITTERS</strong></td>
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<td>Days</td>
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<tr>
<td>ASSISTANT ENGINEERS</td>
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<td>5D</td>
<td>8L</td>
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<tr>
<td>BACKHOE, EXCAVATOR, SHOVEL (3 YD &amp; UNDER)</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
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<tr>
<td>BACKHOE, EXCAVATOR, SHOVEL (OVER 3 YD &amp; UNDER 6 YD)</td>
<td>$41.59</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
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<tr>
<td>BACKHOE, EXCAVATOR, SHOVEL (6 YD AND OVER WITH ATTACHMENTS)</td>
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<td>1T</td>
<td>5D</td>
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<tr>
<td>BACKHOES, (75 HP &amp; UNDER)</td>
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<td>BACKHOES, (OVER 75 HP)</td>
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<td>BARRIER MACHINE (ZIPPER)</td>
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<td>BATCH PLANT OPERATOR, CONCRETE</td>
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<td>BELT LOADERS (ELEVATING TYPE)</td>
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<td>BOBCAT (SKID STEER)</td>
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<td>5D</td>
<td>8L</td>
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<td>BROOMS</td>
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<td>BUMP CUTTER</td>
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<td>8L</td>
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<td>CABLEWAYS</td>
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<td>CHIPPER</td>
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<td>CONCRETE PUMPS</td>
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<td>CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT</td>
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<td>5D</td>
<td>8L</td>
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<td>CONVEYORS</td>
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<td>5D</td>
<td>8L</td>
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<td>CRANES, THRU 19 TONS, WITH ATTACHMENTS</td>
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<td>5D</td>
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<td>CRANES, 20 - 44 TONS, WITH ATTACHMENTS</td>
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<td>1T</td>
<td>5D</td>
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<tr>
<td>CRANES, 45 TONS - 99 TONS, UNDER 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
<td>$41.59</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
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<td>CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
<td>$42.13</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
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<tr>
<td>CRANES, 200 TONS TO 300 TONS, OR 250 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
<td>$42.68</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
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<tr>
<td>CRANES, A-FRAME, 10 TON AND UNDER</td>
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<td>1T</td>
<td>5D</td>
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<tr>
<td>CRANES, A-FRAME, OVER 10 TON</td>
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<td>1T</td>
<td>5D</td>
<td>8L</td>
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<tr>
<td>CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB WITH ATTACHMENTS</td>
<td>$43.22</td>
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<td>8L</td>
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<tr>
<td>Description</td>
<td>Rate</td>
<td>Hours</td>
<td>Days</td>
<td>Lanes</td>
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<tr>
<td>CRANES, OVERHEAD, BRIDGE TYPE (20 - 44 TONS)</td>
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<td>5</td>
<td>8</td>
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<td>CRANES, OVERHEAD, BRIDGE TYPE (45 - 99 TONS)</td>
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<td>5</td>
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<td>CRANES, OVERHEAD, BRIDGE TYPE (100 TONS &amp; OVER)</td>
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<td>CRANES, TOWER CRANE UP TO 175' IN HEIGHT, BASE TO BOOM</td>
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<td>CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM</td>
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<td>1</td>
<td>5</td>
<td>8</td>
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<tr>
<td>CRUSHERS</td>
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<td>DECK ENGINEER/DECK WINCHES (POWER)</td>
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<td>5</td>
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<td>DERRICK, BUILDING</td>
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<td>DOZERS, D-9 &amp; UNDER</td>
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<td>5</td>
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<td>DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT</td>
<td>$40.71</td>
<td>1</td>
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<tr>
<td>DRILLING MACHINE</td>
<td>$41.12</td>
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<tr>
<td>ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE</td>
<td>$38.42</td>
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<td>EQUIPMENT SERVICE ENGINEER (OILER)</td>
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<td>FINISHING MACHINE/BIDWELL GAMACO AND SIMILAR EQUIP</td>
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<td>FORK LIFTS, (3000 LBS AND OVER)</td>
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<td>GRADECHECKER AND STAKEMAN</td>
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<tr>
<td>GUARDRAIL PUNCH</td>
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<td>HOISTS, OUTSIDE (ELEVATORS AND MANLIFTS), AIR TAGGERS</td>
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<td>HYDRAILIFTS/BOOM TRUCKS (10 TON &amp; UNDER)</td>
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<td>HYDRAILIFTS/BOOM TRUCKS (OVER 10 TON)</td>
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<td>LOADERS, OVERHEAD (6 YD UP TO 8 YD)</td>
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<td>LOADERS, OVERHEAD (8 YD &amp; OVER)</td>
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<td>LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED</td>
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<td>LOCOMOTIVES, ALL</td>
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<td>MECHANICS, ALL</td>
<td>$41.59</td>
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<tr>
<td>MIXERS, ASPHALT PLANT</td>
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<td>MOTOR PATROL GRADER (FINISHING)</td>
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<td>Rate</td>
<td>Units</td>
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<td>Hours/Labor</td>
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<td>MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD</td>
<td>$41.59</td>
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<td>OIL DISTRIBUTORS, BLOWER DISTRIBUTION AND MULCH SEEDING OPERATOR</td>
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<td>PAVEMENT BREAKER</td>
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<td>PILEDRIVER (OTHER THAN CRANE MOUNT)</td>
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<td>PLANT OILER (ASPHALT, CRUSHER)</td>
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<td>POSTHOLE DIGGER, MECHANICAL</td>
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<td>POWER PLANT</td>
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<tr>
<td>PUMPS, WATER</td>
<td>$38.42</td>
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<td>QUAD 9, D-10, AND HD-41</td>
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<td>REMOTE CONTROL OPERATOR ON RUBBER TIRED EARTH MOVING EQUIP</td>
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<td>RIGGER AND BELLMAN</td>
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<td>ROLLAGON</td>
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<td>ROLLER, OTHER THAN PLANT ROAD MIX</td>
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<td>ROLLERS, PLANTMIX OR MULTILIFT MATERIALS</td>
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<td>ROTO-MILL, ROTO-GRINDER</td>
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<td>SAWS, CONCRETE</td>
<td>$40.71</td>
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<tr>
<td>SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (UNDER 45 YD)</td>
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<td>SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (45 YD AND OVER)</td>
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<td>SCRAPERS, CONCRETE AND CARRY ALL</td>
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<td>SCREED MAN</td>
<td>$41.12</td>
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<tr>
<td>SHOTCRETE GUNITE</td>
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<td>SLIPFORM PAVERS</td>
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<td>5D</td>
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<td>SPREADER, TOPSIDE OPERATOR - BLAW KNOX</td>
<td>$41.12</td>
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<tr>
<td>SUBGRADE TRIMMER</td>
<td>$41.12</td>
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<tr>
<td>TOWER BUCKET ELEVATORS</td>
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<td>TRACTORS, (75 HP &amp; UNDER )</td>
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<td>TRACTORS, (OVER 75 HP)</td>
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<td>TRANSPORTERS, ALL TRACK OR TRUCK TYPE</td>
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<td>5D</td>
<td>8L</td>
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<tr>
<td>Description</td>
<td>Rate</td>
<td>Hours</td>
<td>Grade</td>
<td>Class</td>
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<tr>
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<tr>
<td>Trenching Machines</td>
<td>$40.71</td>
<td>1T</td>
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<tr>
<td>Truck Crane Oilier/Driver (Under 100 Ton)</td>
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<td>5D</td>
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<tr>
<td>Truck Crane Oilier/Driver (100 Ton &amp; Over)</td>
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<td>Truck Mount Portable Conveyor</td>
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<td>1T</td>
<td>5D</td>
<td>8L</td>
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<tr>
<td>Wheel Tractors, Farmall Type</td>
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<td>1T</td>
<td>5D</td>
<td>8L</td>
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<tr>
<td>Yo Yo Pay Dozer</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
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<tr>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
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<td>(See Power Equipment Operators)</td>
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<tr>
<td><strong>Power Line Clearance Tree Trimmers</strong></td>
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<tr>
<td>Journey Level in Charge</td>
<td>$34.75</td>
<td>4A</td>
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<tr>
<td>Spray Person</td>
<td>$33.00</td>
<td>4A</td>
<td>5A</td>
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<tr>
<td>Tree Equipment Operator</td>
<td>$33.43</td>
<td>4A</td>
<td>5A</td>
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<tr>
<td>Tree Trimmer</td>
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<tr>
<td>Tree Trimmer Groundperson</td>
<td>$23.43</td>
<td>4A</td>
<td>5A</td>
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<tr>
<td><strong>Refrigeration &amp; Air Conditioning Mechanics</strong></td>
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<tr>
<td>Mechanic</td>
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<td>1G</td>
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<tr>
<td><strong>Residential Brick &amp; Marble Masons</strong></td>
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<tr>
<td>Journey Level</td>
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<tr>
<td><strong>Residential Carpenters</strong></td>
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<td>Journey Level</td>
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<tr>
<td><strong>Residential Cement Masons</strong></td>
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<td>Journey Level</td>
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<td>1M</td>
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<tr>
<td><strong>Residential Drywall Tapers</strong></td>
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<td>Journey Level</td>
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<td><strong>Residential Electricians</strong></td>
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<td>Journey Level</td>
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<td><strong>Residential Glaziers</strong></td>
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<td>Journey Level</td>
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<td>1H</td>
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<td><strong>Residential Insulation Applicators</strong></td>
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<td><strong>Residential Laborers</strong></td>
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<tr>
<td>Occupation</td>
<td>Rate</td>
<td>Hours</td>
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<tr>
<td>Journey Level Residential Painters</td>
<td>$13.83</td>
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<tr>
<td>Journey Level Residential Plumbers &amp; Pipefitters</td>
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<td>Journey Level Residential Refrigeration &amp; Air Conditioning Mechanics</td>
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<td>Journey Level Residential Sheet Metal Workers</td>
<td>$27.93</td>
<td>1G 5A</td>
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<tr>
<td>Journey Level Residential Soft Floor Layers</td>
<td>$31.02</td>
<td>1E 6L</td>
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<tr>
<td>Journey Level Residential Sprinkler Fitters (Fire Protection)</td>
<td>$31.65</td>
<td>1B 5A</td>
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<tr>
<td>Journey Level Residential Terrazzo/Tile Finishers</td>
<td>$28.26</td>
<td>1B 5C</td>
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<td>Journey Level Roofers</td>
<td>$30.26</td>
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<td>Journey Level Using Irritable Bituminous Materials</td>
<td>$33.04</td>
<td>2O 5A</td>
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<tr>
<td>Journey Level Sheet Metal Workers</td>
<td>$48.22</td>
<td>1E 6L</td>
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<td>Journey Level Sign Makers &amp; Installers (Electrical)</td>
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<tr>
<td>Journey Level Sign Makers &amp; Installers (Non-Electrical)</td>
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<tr>
<td>Journey Level Soft Floor Layers</td>
<td>$31.65</td>
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<tr>
<td>Journey Level Solar Controls for Windows</td>
<td>$10.31</td>
<td>1B 5O</td>
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<tr>
<td>Journey Level Sprinkler Fitters (Fire Protection)</td>
<td>$51.09</td>
<td>1H 5C</td>
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<td>Journey Level Stage Rigging Mechanics (Non Structural)</td>
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<tr>
<td>Occupation</td>
<td>Rate</td>
<td>Quantity</td>
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<td><strong>JOURNEY LEVEL</strong></td>
<td>$13.23</td>
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<td><strong>SURVEYORS</strong></td>
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<td>Chain Person</td>
<td>$9.35</td>
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<td>Instrument Person</td>
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<tr>
<td>Party Chief</td>
<td>$13.40</td>
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<td><strong>TELECOMMUNICATION TECHNICIANS</strong></td>
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<tr>
<td>Telecommunication Technicians Journey Level</td>
<td>$28.29</td>
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<td><strong>TELEPHONE LINE CONSTRUCTION - OUTSIDE</strong></td>
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<tr>
<td>Cable Splicer</td>
<td>$28.92</td>
<td>2B 5A</td>
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<tr>
<td>Hole Digger/ground Person</td>
<td>$16.22</td>
<td>2B 5A</td>
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<tr>
<td>Installer (Repairer)</td>
<td>$27.74</td>
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<td>Journey Level Telephone Line Person</td>
<td>$26.90</td>
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<tr>
<td>Special Apparatus Installer I</td>
<td>$28.92</td>
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<tr>
<td>Special Apparatus Installer II</td>
<td>$28.34</td>
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<tr>
<td>Telephone Equipment Operator (Heavy)</td>
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<tr>
<td>Telephone Equipment Operator (Light)</td>
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<td>2B 5A</td>
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<td>Television Ground Person</td>
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<td>Television Lineman/Installer</td>
<td>$20.45</td>
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<td>Television System Technician</td>
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<td>Television Technician</td>
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<td><strong>TERRAZZO WORKERS &amp; TILE SETTERS</strong></td>
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<td>OTHER TRUCKS</td>
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<td>TRANSIT MIXER</td>
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**WELL DRILLERS & IRRIGATION PUMP INSTALLERS**

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

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**BUDGET INFORMATION**

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<tr>
<td>$0</td>
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**Explanation:**
$300 revenue

**Agenda Subject:**
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing an agreement with All Points Media to display anti-tobacco posters at Allan Yorke Park’s skateboard park on behalf of the state Department of Health.

**Administrative Recommendation:**
Recommend the City Council authorize the Mayor to sign agreement.

**Background Summary:**

For the past two years the City of Bonney Lake has participated in an anti-tobacco program funded by the Washington Department of Health. Our participation is limited to hanging two 4’ by 8’ banners on the upper portion of the fence at the skateboard park. The program is aimed specifically at teenagers. The City will receive $300 as reimbursement for staff time involved in installing the banners and providing the required documentation.

<table>
<thead>
<tr>
<th>Council Committee Dates:</th>
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<th>Board/Hearing Examiner Dates:</th>
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<td>Council Workshops:</td>
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**Council Action:**

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<tr>
<th>Council Tabled Until:</th>
<th>Council Meeting Dates:</th>
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**Signatures:**

[Signature]

[Signature]

Date City Attorney Reviewed: 3/6/06
RESOLUTION NO. 1543

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE SUMNER SCHOOL DISTRICT, CITY OF BONNEY LAKE AND CITY OF SUMNER RELATING TO THE CONTINUED OPERATION OF A JOINT RECREATION PROGRAM.

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

PASSED by the City Council this 14th day of February, 2006.

______________________________
Mayor Neil Johnson, Jr.

AUTHENTICATED:

______________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney
ANTI TOBACCO SPONSORSHIP AGREEMENT
WSDOH6

January 23, 2006

This is a binding agreement between the two parties identified below for the purpose of allowing the exclusive right to provide advertising displays within the given business also listed below. This agreement dated 01/23/05 is binding upon All Points Media LLC. (Licensee) and (Licensor):

City Of Bonney Lake located at 19306 Bonney Lake Blvd, Bonney Lake, WA 98390

This agreement shall be in effect beginning 04/01/2006 (start date) and shall continue until 06/30/06 (end date).

Licensee will have first right to continue contract with due compensation to Licensor.

Terms of Agreement

1) The licensor agrees to allow the licensee the ability to provide multiple displays on or in the property location described above. The displays will be two - 4ft. x 8ft. posters with a sponsorship creative on the surface of the poster, which shall be pre-approved by the licensor, and which shall be limited to an anti-smoking message approved by the Washington State Department of Health. No commercial advertising shall be allowed.

2) The licensor will be asked to install the displays in areas that are pre-designated. Licensor agrees to maintain the displays in the designated areas until the expiration of the agreement with that advertiser for that advertising campaign. Licensor will be asked to show proof of install by providing APM with photos of both poster displays. (Photos MUST be received within 15 days of the agreement’s start date)

3) Licensee shall pay, to the licensor, $300.00 upon completion of program (allow 6 to 8 weeks for invoice and payment processing) for the right to provide the space within the licensor’s facility(s) located at:

Bonney Lake Skatepark located at Allan Yorke Park

4) All advertising creative is subject to review and approval from the designated representative of the licensor. The licensor will receive a copy of the artwork prior to the installation and will have 10 days for review at such time if licensee has not received a written objection to the artwork it shall be deemed approved.

5) This agreement and any other exhibits that may be attached to it contain(s) the entire agreement between the parties. No modification of this agreement to this agreement shall be binding upon either party unless reduced to writing and signed by both parties. Licensee shall have the right to assign its interest in the agreement upon written notice to the licensor. As provided herein this agreement shall bind and insure to the benefit of the parties’ executors, and successors, and the agreement shall remain confidential and neither party to the agreement, nor any agent to such party, shall disclose its substance or content without the written permission of both parties.

6) Agreement will be void if proof of display is not provided by the Licensor.

Licensee Name: All Points Media LLC
Address: 9950 SW Arctic Drive
Beaverton, OR 97005
(Fx) 503-626-3785

Licensor Name: Gary Leaf
Address: City of Bonney Lake
19306 Bonney Lake Blvd
Bonney Lake, WA 98390
(Ph) 253-862-8602
(Fx)

Authorized Officer

Authorized Representative

Name / Title (Please Print)

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

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**BUDGET INFORMATION**

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**Explanation:**

**Agenda Subject:**
A Resolution of the City Council authorizing a Client Services Agreement with Pinnacle Investigations.

**Administrative Recommendation:**
 Recommend that the City Council approve the agreement and authorize the Mayor to sign it.

**Background Summary:**
The City of Bonney Lake will, at times, require a Pre-Employment background check for key positions within the City. The attached Client Services Agreement will allow the City to use Pinnacle Investigations for Pre-Employment background checks. A resolution and agreement, including the cost listing for the services are included for council review.

**Council Committee Dates:**
- Finance Committee:
- Public Safety Committee:
- Community Development & Planning Committee: 1/18/06
- Council Workshop:

**Commission Dates:**
- Planning Commission:
- Civil Service Commission:

**Board/Hearing Examiner Dates:**
- Park Board:
- Hearing Examiner:

**Council Action:**
- Council Call for Hearing:
- Council Referred Back to: Workshop:
- Council Tabled Until: Committee

**Signatures:**
- Dept. Dir.
- Mayor
- Date City Attorney reviewed: Standard
FINANCE COMMITTEE

DATE: 03-14-06

ORIGINATOR: Jenna Young  TITLE: Senior HR Analyst

SUBJECT/DISCUSSION: Client Services Agreement with Pinnacle Investigations

ORDINANCE/RESOLUTION: Resolution # 1544

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Forward the attached resolution with the Committee’s endorsement to authorize an agreement with Pinnacle Investigations for Pre-Employment background checks.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

MAYOR  OK
FINANCE DIRECTOR  OK
CITY ATTORNEY  OK

BUDGET INFORMATION

BUDGETED ITEM:  TOTAL COST: Not to exceed $150
(Not to exceed $150)
(Note: If budgeted item, attach copy of budget page and identify)

2006 Budget Amount  Required Expenditure  Impact  Remaining Balance

Explanation: The Mayor and administrative staff will work to minimize the expenditures associated with this agreement.

______________________________________________________________
COMMITTEE ACTION:  RECOMMEND APPROVAL TO COUNCIL

DATE  APPROVED  DISAPPROVED

Dan Swatman, Chair, Finance  __________  __________  __________

Phil DeLeo, Chair, Public Safety  __________  __________  __________

James Rackley, Chair, CDC  __________  __________  __________

COMMITTEE COMMENTS: __________________________________________

______________________________________________________________
COMMITTEE’S RECOMMENDATION TO FORWARD TO:

CITY CLERK  FINANCE DIRECTOR  CITY ATTORNEY

Include on the Consent Agenda for Council Meeting date of: March 14, 2006

☐ Yes.  ☐ No.
RESOLUTION NO. 1544

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CLIENT SERVICES AGREEMENT WITH PINNACLE INVESTIGATIONS FOR PRE-EMPLOYMENT BACKGROUND CHECKS.

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

PASSED by the City Council this 14TH day of March, 2006.

__________________________
Mayor Neil Johnson, Jr.

ATTEST:

__________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
Client Service Agreement

In consideration of Pinnacle Investigations Corp. agreeing to provide investigative and information services, and for the promise of payment to Pinnacle Investigations Corp. as set forth herein, the following terms and conditions are hereby agreed by and between Pinnacle Investigations Corp hereinafter referred to as Pinnacle and ________________, the entity contracting with Pinnacle (hereinafter referred to as “Client”). This agreement is hereinafter referred to as the “Contract”.

1) Payments for Services. The Client agrees to pay Pinnacle for its services and those of its employees at the rates set forth in any accompanying “Request For Services” form. Prices are subject to change with thirty (30) days notice. Payment will be made by company check or cashier check.

Payment terms are Net 20, unless otherwise agreed upon in writing. The Client agrees that they will pay all bills for service at agreed upon rates. Pinnacle shall issue an invoice at the time such services are rendered, due and payable within twenty (20) days of receipt of invoice, with a 1-1/2% per month finance charge for payments made past that date. Such nonpayment may result in the termination of Client’s access privileges and suspension of Pinnacle’s obligation to perform any further services. Services are subject to Washington State sales tax, where applicable. Client shall be responsible for all costs of collection, including reasonable attorney fees and court costs.

2) Guarantee of Results. The Client acknowledges that Pinnacle does not guarantee results from its investigative efforts. The Client furthermore acknowledges that Pinnacle will use its best efforts and all resources readily available on behalf of the Client, but recognizes that we are limited to the accuracy of the information and/or materials resourced and makes no warranties or representations of the accuracy of the information it provides.

3) Compliance With Laws and Regulations. The parties agree that in connection with the investigation or consultation for which Pinnacle is retained by this Contract, Pinnacle and Client will at all times comply with the laws and regulations of the United States, the State of Washington, and any jurisdiction in which Pinnacle is performing services on Client’s behalf, and that the information provided by Pinnacle is intended solely for the furtherance of legitimate and lawful pursuits. In addition, Pinnacle strictly adheres to the Financial Services Act of 1999 and does not use pretext or other deceptive practices while conducting asset searches. Pinnacle and its employees use a combination of public records, private and court instrument sources to obtain all information within federal and state guidelines. Client agrees to hold Pinnacle harmless in regards to any legal issues that may occur after the final report is issued to the Client, due to Client’s failure to comply with the terms of this section or its misuse of the information contained in the final report, but specifically excluding any legal issues that arise due to the negligence of Pinnacle in performing its obligations under this Contract.

4) Indemnification. The Client agrees to indemnify, protect and hold harmless Pinnacle for any losses and expenses that Pinnacle may incur or become liable as a result of the willful or negligent acts or omissions of the Client in performing its obligations under this Contract. By signature on this Contract, Client asserts, that in the event they have requested a credit report, they will abide by all requirements of the Fair Credit Reporting Act (FCRA), 15 U.S.C. &1681 et seq. Pinnacle agrees to indemnify, protect and hold harmless, Client for any losses or expenses that Client may incur or become liable as a result of the willful or negligent acts or omissions of Pinnacle in performing its obligations under this Contract.

5) Limitation on Liability. Neither party will be liable special, indirect, or consequential damages arising out of or in connection with this Contract, whether based on contract, tort, including negligence or otherwise.
6) **Dispute Resolution Through Binding Arbitration.** Except that either party may seek any appropriate action (such as injunctive, equitable, or similar relief of a court order, with or without penalties, to comply with the terms of this Contract) from a court to prevent or mitigate a breach or a further breach, as the case may be, of this Contract, all disputes, controversies, or claims arising out of or in relation to this Contract shall be finally settled under the rules of the American Arbitration Association. The place of arbitration will be determined and agreed on by both parties. The cost of the American Arbitration Association will be divided equally between the Client and Pinnacle.

7) **Information is proprietary.** All educational materials provided by Pinnacle to the Client remains the exclusive property of Pinnacle for use by the Client, and are not to be redistributed without prior permission.

8) **Applicable Laws.** This Contract and any disputes, civil actions or other proceedings shall be governed by the laws of the State of Washington and the arbitration provisions set forth in Section 6 above.

9) **Forum Selection.** The Courts of the State of Washington shall have exclusive jurisdiction over any dispute related to this Contract.

10) **Severability.** In the event that a term or condition of this Contract is held to be invalid or unenforceable, the remainder of the remaining terms of the Contract shall stay remain in full force or effect.

11) **Contract Represents Entire Agreement.** This Contract constitutes the entirety of the agreement between Client and Pinnacle Investigations. This Contract supersedes any previous oral or written communications. This Contract may not be modified or amended except in writing and mutually agreed upon by both parties.

**I STATE THAT I HAVE READ THIS CONTRACT IN IT'S ENTIRETY, UNDERSTAND IT'S TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THOSE TERMS AND CONDITIONS.**

By: ___________________________ 
*Company Name*

By: ___________________________ 
*Pinnacle Investigations*

By: ___________________________ 
*Signing Agent*

By: ___________________________ 
*Pinnacle Investigations Signing Agent*

Date: _____ / ____ / _____

Date: _____ / ____ / _____

By: ___________________________ 
*Printed Name*

By: ___________________________ 
*Printed Name*

______________________________ 
*Company Address*

______________________________

City  State  Zip
# Pinnacle Investigations

## Non-Profit Packages

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<th>Tin Star</th>
<th>Bronze Star</th>
<th>Silver Star</th>
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<tr>
<td>NationalFlash Criminal History <em>&lt;br&gt;(Recommended for Current Employees Only) &lt;br&gt;$10.00</em>*</td>
<td>Social Security Association&lt;br&gt;Alias and Maiden Name Research&lt;br&gt;NationalFlash Criminal History <em>&lt;br&gt;Criminal History †&lt;br&gt;$19.00</em>*</td>
<td>Social Security Association&lt;br&gt;Alias and Maiden Name Research&lt;br&gt;NationalFlash Criminal History <em>&lt;br&gt;Criminal History †&lt;br&gt;Federal Court Criminal Check&lt;br&gt;$23.00</em>*</td>
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<tr>
<td><strong>Gold Star</strong></td>
<td><strong>Platinum Star</strong></td>
<td><strong>Titanium Star</strong></td>
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<td>Social Security Association&lt;br&gt;Alias and Maiden Name Research&lt;br&gt;NationalFlash Criminal History <em>&lt;br&gt;Criminal History †&lt;br&gt;Federal Court Criminal Check&lt;br&gt;Federal Court Civil Check&lt;br&gt;Traffic Report&lt;br&gt;Professional Certification/Licensing&lt;br&gt;Education/Degree Verification (1) &lt;br&gt;Employment Verification (1) &lt;br&gt;$50.00</em>*</td>
<td>Social Security Association&lt;br&gt;Alias and Maiden Name Research&lt;br&gt;NationalFlash Criminal History <em>&lt;br&gt;Criminal History †&lt;br&gt;Federal Court Criminal Check&lt;br&gt;Federal Court Civil Check&lt;br&gt;Traffic Report&lt;br&gt;Professional Certification/Licensing&lt;br&gt;Education/Degree Verification (2)&lt;br&gt;Employment Verification (2)&lt;br&gt;Listed References (1)&lt;br&gt;Developed References (1)&lt;br&gt;Credit Report&lt;br&gt;$80.00</em>*</td>
<td>Social Security Association&lt;br&gt;Alias and Maiden Name Research&lt;br&gt;Address History&lt;br&gt;NationalFlash Criminal History <em>&lt;br&gt;Criminal History †&lt;br&gt;Federal Court Criminal Check&lt;br&gt;Federal Court Civil Check&lt;br&gt;Patriot Act / OFAC Search&lt;br&gt;Traffic Report&lt;br&gt;Driver’s License Validation&lt;br&gt;Professional Certification/Licensing&lt;br&gt;Education/Degree Verification (3)&lt;br&gt;Employment Verification (3)&lt;br&gt;Listed References (3)&lt;br&gt;Developed References (3)&lt;br&gt;Credit Report&lt;br&gt;$115.00</em>*</td>
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## Stand Alone Add-On Services

| NationalFlash Criminal History *<br>Credit Report<br>Traffic Report<br>Driver’s License Validation<br>Motor Vehicles Report | Education Verification<br>Employment Verification<br>Professional Certification/Licensing<br>Listed Reference<br>Developed Reference | National Sex Offender Check<br>Patriot Act/OFAC Search<br>Address History<br>State Civil Court Records<br>Federal Civil Court Records |

## Unique Methods

- Real-Time Court Record Searches
- Access to Every Court in the Nation
- Identity Verification Process
- Background Investigations, not Data Screening
- Women-Owned Business
- Law Enforcement Experience
- Quick Turnaround on All Reports
- Customized Packaging
- Broad Spectrum of Other Investigative Services
- Educational Seminars

---

* includes nationwide sex offender check, multi-state Department of Corrections records and instant available courts  
** additional court access fees may apply  
† all permanent address locations within last seven years

---

5805 E. Sharp Ave. Suite 2 Spokane Valley, WA 99212
phone: 509.891.1266 or 800.955.5306 fax: 509.891.8527 or 888.925.9792
www.pinnacleprof.com
# Pinnacle Investigations

## Element Pricing

### Identity Verification Processes
- Social Security Association: $3.00
- Alias and Maiden Name Research: $3.00
- Address History: $3.00

### Criminal History Searches
- NationalFlash Criminal History: $10.00
- Criminal History: $18.00 **
- Federal Court Criminal History: $5.00
- National Sex Offender Check: $5.00

### Civil Court Records
- State Civil Court Records: $10.00
- Federal Civil Court Records: $5.00
- Bankruptcy Search: $3.00
- Judgments and Liens: $3.00

### Driving Records
- Driver's License Validation: $5.00
- Traffic Report: $5.00 **
- Motor Vehicle Report: $8.00 **

### Verifications
- Education and Degree Verification: $8.00 **
- Employment Verification: $8.00 **
- Professional Certification and License Verification: $10.00

### Additional Searches and Reports
- FACIS Search: $5.00
- OIG / GSA: $3.00
- Patriot Act / OFAC Search: $5.00
- Financial Services Records Search: $5.00
- Credit Report: $10.00

### Reference Checks
- Listed Reference: $5.00
- Developed Reference: $10.00

### Tenant Specific Reports
- Tenancy Verification: $10.00
- Spousal Criminal History: $5.00
- Spousal Credit Report: $10.00
- Spousal Silver Star: $15.00

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* includes nationwide sex offender check, multi-state Department of Corrections records and all instant available courts
** additional court access/verification fees may apply  † all permanent address locations within last seven years

---

5805 E. Sharp Ave.  Suite 2  Spokane Valley, WA  99212
phone: 509.891.1266 or 800.955.5306  fax: 509.891.8527 or 888.925.9792
www.pinnacleprof.com
City of Bonney Lake, Washington  
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**Explanation:** Retainage release of $285 once contract closeout documents/requirements are met.

**Agenda Subject:** Project Completion of the Stump Grinding project.

**Administrative Recommendation:** Recommend that the City Council accept the Stump Grinding project as complete.

**Background Summary:**

The stump grinding has been completed. West Coast Stump Grinding has submitted their final pay estimate and the project has been accepted by the Assistant Public Works Director. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

<table>
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<tr>
<td>Community Development &amp; Planning Committee: 3/6/06</td>
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**Council Action:**

<table>
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**Signatures:**

<table>
<thead>
<tr>
<th>Dept. Dir.</th>
<th>Mayor</th>
<th>Date City Attorney reviewed Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
<td>[Date]</td>
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</tbody>
</table>


DATE: March 6, 2006

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Stump Grinding Project Completion – West Coast Stump Grinding

The stump grinding has been completed. West Coast Stump Grinding has submitted their final pay estimate and the project has been accepted by the Assistant Public Works Director. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

ORDINANCE/RESOLUTION #

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Recommend that the City Council accept the project as complete.

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

BUDGETED ITEM: Budget Impact: $0
Retainage Release $285.00

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

<table>
<thead>
<tr>
<th>DATE</th>
<th>APPROVED</th>
<th>DISAPPROVED</th>
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<tr>
<td>3-6-06</td>
<td>[Signature]</td>
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</tr>
</tbody>
</table>

COMMITTEE COMMENTS:

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

Please schedule for City Council Meeting date of: March 14, 2006
Consent Agenda: ☑ Yes ☐ No
WEST COAST GRINDING INC.
6009 197th Ave E
Bonney Lake, WA 98390
(253) 891-1462

Pay This Invoice

TO: City of Bonney Lake

RETURN THIS UPPER PORTION WITH YOUR REMITTANCE

STATIONARY

<table>
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<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td></td>
<td>Grand 4 Bile of Stumps &amp; Debris, Leave Chips on site</td>
<td>$5700.00</td>
</tr>
<tr>
<td></td>
<td>5700.00 x 5%</td>
<td>541.50</td>
</tr>
<tr>
<td></td>
<td>Sales Tax x 501.60</td>
<td>501.60</td>
</tr>
<tr>
<td></td>
<td>Labor $285.00 to come</td>
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PREVIOUS BAL. | CHARGES | PAYMENTS | NEW BALANCE
<table>
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<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$5700</td>
</tr>
</tbody>
</table>

WEST COAST GRINDING INC.
**PURCHASE ORDER**

**CITY OF BONNEY LAKE**
19306 Bonney Lake Boulevard
P.O. Box 7380
Bonney Lake, Washington 98391-8850

**PO NUMBER**
025789

**DATE**
1/10/2006

**VENDOR:** 003778
WEST COAST STUMP GRINDING
6009 197 AVE E
BONNEY LAKE, WA 98391

**SHIP TO:** CITY HALL
CITY OF BONNEY LAKE
19306 BONNEY LAKE BLVD
BONNEY LAKE, WA 98391

**Req. No.:** 003063
**Dept.:** Public Works Requisition Queue
**Contact:** SURDEZ, MICHELLE
**Confirming? No**

**FOB Point:**
Terms: A/P Net 30

**Special Inst:**

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<th>Unit Price</th>
<th>Ext. Price</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td>On 11/22/05, Res 1509 Council approved the contract with West Coast Stump. Grinding in the amount of $5700 - $285</td>
<td>5,916.60</td>
<td>5,916.60</td>
</tr>
</tbody>
</table>

**JILL TO:** CITY OF BONNEY LAKE
19306 BONNEY LAKE BLVD
P O BOX 7380
BONNEY LAKE, WA 98391

Invoices on all Purchase Orders must be sent to the P.O. BOX, Attn: Finance/AP. Each PO must be billed on a separate invoice. Purchase order number must appear on all related packages and correspondence. Immediate notification is required for partial shipments. Freight and delivery charges must be prepaid & quoted for all F.O.B.

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Amount</th>
<th>Account Number</th>
<th>Amount</th>
</tr>
</thead>
</table>

**SUBTOTAL** 5,916.60

**TAX** 0.00

**FREIGHT** 0.00

**TOTAL** 5,916.60

---

*Paid $5,916.60*

Retainage $285.00

---

Authorized Signature

VENDOR COPY

Authorized Signature (over $1,000)
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council/Wrkshp Mtg Date:</th>
<th>Agenda Bill Number:</th>
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</thead>
<tbody>
<tr>
<td>Dan Grigsby – PW Director</td>
<td>March 14, 2006</td>
<td>AB06-47</td>
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**BUDGET INFORMATION**

<table>
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<tr>
<th>2006 Contract Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
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<tbody>
<tr>
<td>$6,772.23</td>
<td>$6,772.23</td>
<td>$6,772.23</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Explanation:**
Retainage release of $311.22 once contract closeout documents/requirements are met.

**Agenda Subject:**
Project Completion of the Cedarview Park Concrete Sidewalk project.

**Administrative Recommendation:**
Recommend that the City Council accept the concrete project as complete.

**Background Summary:**
The Cedarview Park Sidewalk project has been completed. Aggregate Construction has submitted their final pay estimate and the project has been accepted by the Assistant Public Works Director. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

**Council Committee Dates:**
- Finance Committee:
- Public Safety Committee:
- Community Development & Planning Committee: 3/6/06
- Council Workshop:

**Commission Dates:**
- Planning Commission:
- Civil Service Commission:

**Board/Hearing Examiner Dates:**
- Park Board:
- Hearing Examiner:

**Council Action:**
- Council Call for Hearing:
- Council Referral Back to: Council Hearings Date:
- Workshop:
- Council Tabled Until: Committee

**Signatures:**
- Dept. Dir.
- Mayor
- Date City Attorney reviewed Standard
COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 6, 2006

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Cedarview Park Concrete Sidewalk Project Completion – Aggregate Construction

The Cedarview Park Sidewalk project has been completed. Aggregate Construction has submitted their final pay estimate and the project has been accepted by the Assistant Public Works Director. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

ORDINANCE/RESOLUTION #

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Recommend that the City Council accept the project as complete.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE FINANCE DIRECTOR
CITY ATTORNEY N/A

BUDGETED ITEM: ________________________ Budget Impact: $0
Retainage Release $311.22

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

<table>
<thead>
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<th>DISAPPROVED</th>
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<tbody>
<tr>
<td>3-6-06</td>
<td>________________________</td>
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<tr>
<td>3-6-06</td>
<td>________________________</td>
<td>________________________</td>
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</table>

Committee Comments: 

______________________________
______________________________
______________________________
______________________________

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

Please schedule for City Council Meeting date of: March 14, 2006
Consent Agenda: ☑ Yes ☐ No
**Invoice**

**Invoice #:** 0507  
**Invoice Date:** 02-08-06  
**Customer Requisition #:** R0002470/P0025109

**Bill To:**
CITY OF BONNEY LAKE  
19306 Bonney Lake Blvd.  
P.O. Box 7380  
Bonney Lake, WA 98391

**Remit To:**
CITY OF BONNEY LAKE  
ATTN: Finance / AP  
19306 Bonney Lake Blvd.  
P.O. Box 7380  
Bonney Lake, WA 98391

<table>
<thead>
<tr>
<th>Date</th>
<th>Your Order #</th>
<th>Our Order #</th>
<th>Due Date</th>
<th>Terms</th>
<th>Tax ID</th>
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<tr>
<td>02-08-06</td>
<td>R0002470</td>
<td>0507</td>
<td>Upon Receipt</td>
<td>CASH / CHECK</td>
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<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>Broomed Sidewalks in Cedarview Park</td>
<td>Y</td>
<td>6,224.48</td>
<td>6,224.48</td>
</tr>
</tbody>
</table>

Subtotal: 6,224.48
Tax: 547.75
Shipping: 0
Miscellaneous: 0
Balance Due: 6,772.23

**OKAY**

**CITY OF BONNEY LAKE**

Approved by ____________________

Date 2/23/06
PO # 025109  
Aggregate: $0.50  
Reimbursement: $21.22

*** total 0.50 ***
**PURCHASE ORDER**

**CITY OF BONNEY LAKE**
19306 Bonney Lake Boulevard
P.O. Box 7380
Bonney Lake, Washington 98391-8850

**VENDOR:** 003258
AGGREGATE CONSTRUCTION
17823 77 ST E
BONNEY LAKE, WA 98390

**SHIP TO:** CITY HALL
CITY OF BONNEY LAKE
19306 BONNEY LAKE BLVD
BONNEY LAKE, WA 98391

**FOB Point:**
**Terms:** A/P Net 30

**Req. No.:** 002621
Dept.: Finance Requisition Queue
Contact: GROSIER, DEBBIE
Confirming? No

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<th>Unit Price</th>
<th>Ext. Price</th>
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</thead>
<tbody>
<tr>
<td>1.00</td>
<td></td>
<td>2000 Estimated Sq Ft of broomed sidewalk around play area at Centerview Park. Aggregate Construction $6877.29. McKinney- $6878.52, and Marv Albers $8317.76.</td>
<td>6,772.23</td>
<td>6,772.23</td>
</tr>
</tbody>
</table>

**BILL TO:** CITY OF BONNEY LAKE
19306 BONNEY LAKE BLVD
P O BOX 7380
BONNEY LAKE, WA 98391

Invoices on all Purchase Orders must be sent to the P.O. BOX, Attn: Finance/AP. Each PO must be billed on a separate invoice. Purchase order number must appear on all related packages and correspondence. Immediate notification is required for partial shipments. Freight and delivery charges must be prepaid & quoted for all F.O.B.

**SUBTOTAL** 6,772.23
**TAX** 595.96
**FREIGHT** 0.00
**TOTAL** 7,368.19
**JOB**
City of Bonne Lake  
FIRM
Aggregate Construction  
**ADDRESS**
17823 77th St. E. Bonne Lake, WA  
**DATE**
06-08-05  
**PHONE**
253-224-2515

**TYPE OF WORK**
Sidewalks around play areas

<table>
<thead>
<tr>
<th>WORK INCLUDED</th>
<th>AMOUNT OF BID</th>
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<tbody>
<tr>
<td>Appx. 2000 Sq. Ft. of broomed sidewalk around play areas at Cedarview Park. Sidewalks to be formed by City or other. Concrete is to be poured up against newly placed Kelly Blocky. Five separate areas where benches are to be installed should have pre-set forms or brackets for later installation.</td>
<td></td>
</tr>
</tbody>
</table>

*Cost of all concrete will be paid by Aggregate Cont. (Appx. 35 yds)*  

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>Labor Total</td>
<td>$3,100.00</td>
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<tr>
<td>Material Total</td>
<td>$3,124.48</td>
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<tr>
<td><strong>TOTAL BID</strong></td>
<td><strong>$6,224.48</strong></td>
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**EXCLUSIONS AND QUALIFICATIONS**

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<th>ACKNOWLEDGEMENT OF ADDENDA:</th>
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<tr>
<td>DELIVERY</td>
<td>$547.75</td>
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**RECEIVED BY:**

---

**D8120**

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

Department/Staff Contact:
Dan Grigsby – PW Director

Council/Wrkshp Mtg Date:
March 14, 2006

Agenda Bill Number
AB06-48

Ordinance Number:
Resolution Number

BUDGET INFORMATION

2006 Contract Amount Required Expenditure Impact Remaining Balance
$19,393.60 $19,393.60 $19,393.60 $0

Explanation:
Retainage release of $891.25 once contract closeout documents/requirements are met.

Agenda Subject:
Project Completion of the Peaking Storage House Demolition project.

Administrative Recommendation:
Recommend that the City Council accept the Peaking Storage House Demolition project as complete.

Background Summary:
The Peaking Storage House Demolition project has been completed. WM Dickson has submitted their final pay estimate and the project has been accepted by the Assistant Public Works Director. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

Council Committee Dates: Commission Dates: Board/Hearing Examiner Dates:
Finance Committee: Planning Commission: Park Board:
Public Safety Committee: Civil Service Commission: Hearing Examiner:
Community Development & Planning Committee: 3/6/06
Council Workshop:

Council Action:
Council Call for Hearing: Council Hearings Date:
Council Referred Back to: Workshop: Committee
Council Tabled Until: Council Meeting Dates:

Signatures:
Dept. Dir. Mayor Date City Attorney reviewed
[Signature] [Signature] Standard
DATE: March 6, 2006

ORIGINATOR: Dan Grigsby	TITLE: Public Works Director

SUBJECT: Peaking Storage House Demolition Project Completion – WM Dickson

The Peaking Storage House Demolition project has been completed. WM Dickson has submitted their final pay estimate and the project has been accepted by the Assistant Public Works Director. The City must formally accept the project as complete to start the project closeout and waiting period to release the retainage.

ORDINANCE/RESOLUTION #

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Recommend that the City Council accept the project as complete.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR
CITY ATTORNEY N/A

BUDGETED ITEM: Budget Impact: $0
Retainage Release $891.25

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

<table>
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<th>DATE</th>
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<th>DISAPPROVED</th>
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<tr>
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<td>[Signature]</td>
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COMMITTEE COMMENTS:

______________________________________________________

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

Please schedule for City Council Meeting date of: March 14, 2006
Consent Agenda: ☒ Yes ☐ No
# INVOICE

**WM. DICKSON CO.**

3315 South Pine Street • (253) 472-4489  FAX (253) 472-4521 • Tacoma, WA 98409-5793
General Contractors • Reg.# WMDICC*108J7

---

**City of Bonney Lake**
Attn: Michelle  
PO Box 7380  
Bonney Lake, WA 98391

---

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<td>05039</td>
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<tr>
<td>Tax Code:</td>
<td>2701R</td>
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**Project Title:** Peaking Storage Facility House Demo  
**Job Site Address:** 21719 - 96th Street East, Bonney Lake  
**Work Performed:** Demolition & Removal

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<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>1</td>
<td>Base Bid</td>
<td>$ 17,825.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL:**  
$ 17,825.00

**WSST @ 8.80%**  
$ 1,568.60

**TOTAL:**  
$ 19,393.60

Less 5% Retainage  
$ (891.25)

**Amt Due this Estimate**  
$ 18,502.35

---

*An Equal Opportunity Employer*
RESOLUTION NO. 1449

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PERSONAL SERVICES CONTRACT WITH WM DICKSON, CO. FOR THE DEMOLITION AND REMOVAL OF THE AT GRADE STORAGE FACILITY THIEMAN HOUSE.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated herein by this reference.

PASSED by the City Council this 12th day of July 2005.

[Signature]
Robert Young, Mayor

ATTEST:

[Signature]
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

[Signature]
James Dionne, City Attorney
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Planning / Steve Ladd
Council Meeting Date: March 14, 2006
Agenda Item Number AB06-67

Ordinance Number: Resolution Number: 1545

Councilmember Sponsor:

BUDGET INFORMATION
2006 Budget Amount Required Expenditure Impact Remaining Balance
$56,250 $56,250 $56,250 n/a

Explanation: See contract.

Agenda Subject:
Contract to prepare Fennel Creek Trail Plan EIS.

Administrative Recommendation:
Adopt resolution authorizing Mayor to sign contract.

Background Summary:
Landscape architect Bruce Dees has completed the draft Fennel Creek Trail Plan. The Advisory Committee continues to meet and advocate. The State Environmental Policy Act (SEPA) must be satisfied before the City can adopt the Trail Plan as part of its Comprehensive Plan. Due to proposed extensive clearing and human presence in wetlands and riparian habitats, a SEPA Determination of Significance has been issued. An Environmental Impact Statement (EIS) must be prepared. The scope of the EIS will be on flora, fauna, and wetlands only. The scope of work includes preliminary design and cost estimates for wetland/riparian habitat impact mitigation, which mitigation will probably take place on the City’s 37-acre site near Willowbrook. Two trail alternatives will be studied so the City can compare the mitigation costs of each alternative. In addition, the EIS will serve as an addendum to the 1999 Fennel Creek Corridor Environmental Analysis (additional baseline information will be collected). It will also further the City’s original idea of using the 37-acre site for off-site wetland mitigation for future City- or developer-initiated projects.

Council Committee Dates:
Finance Committee: 3/14/06
Public Safety Committee:
Comm. Dev. & Planning Committee:
Council Workshop:

Commission Dates:
Planning Commission:
Civil Service Commission:

Board/Hearing Examiner Dates:
Park Board:
Hearing Examiner:

Council Action:
Council Call for Hearing: Council Hearings Date:
Council Referred Back to: Workshop: Committee
Council Tabled Until:

Signatures:
Dept. Dir. Mayor/City Administrator Date City Attorney reviewed
DATE: February 14, 2006

ORIGINATOR: Steve Ladd TITLE: Planning Manager

SUBJECT/DISCUSSION: Contract for Environmental Impact Statement (EIS) on Fennel Creek Trail Plan

ORDINANCE/RESOLUTION # 1545

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE:

MAYOR
FINANCE DIRECTOR
CITY ATTORNEY

BUDGET INFORMATION
BUDGETED ITEM: No – to be addressed in revised budget.
TOTAL COST: $56,250 in 2006
(Note: If budgeted item, attach copy of budget page and identify)

<table>
<thead>
<tr>
<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>unbudgeted</td>
<td>$56,250</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Explanation:
An EIS must be prepared on the proposed Fennel Creek Trail before the Fennel Creek Trail Plan can be adopted.

________________________________________________________________________

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Dan Swatman, Chair, Finance

DATE APPROVED DISAPPROVED

Phil DeLeo, Chair, Public Safety

DATE APPROVED DISAPPROVED

James Rackley, Chair, CDC

DATE APPROVED DISAPPROVED

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK ASC FINANCE DIRECTOR CITY ATTORNEY

Please schedule for Council Meeting date of: 3/14/2006
RESOLUTION NO. 1545

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH TETRA TECH EC, INC. FOR PREPARATION OF AN ENVIRONMENTAL IMPACT STATEMENT FOR THE FENNEL CREEK TRAIL PLAN.

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

PASSED by the City Council this 14TH day of March, 2006.

______________________________
Mayor Neil Johnson, Jr.

ATTEST:

______________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

This personal services agreement ("Agreement") is entered into this ______ day of _____, 2006, between City of Bonney Lake ("City") and Tetra Tech EC, Inc. ("Tetra Tech", formerly Foster Wheeler Environmental Corporation, Inc.)

The parties hereby agree as follows:

1. **Scope of Work.** Consultant shall prepare the draft and final environmental impact statement (EIS) of the proposed Fennel Creek Trail per the Attachment A. The 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. Consultant shall exercise reasonable care and judgment in the performance of the work.

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

3. **Payment.** City shall pay Consultant on a time-and-materials basis for a not-to-exceed amount of $56,250 for completed work under this Agreement. This amount is based on the following task-by-task cost estimates:

   Task 1. Description of Proposal and Alternatives: $2,900
   Task 2. Existing Conditions
      a. Map Wetlands & Sensitive Species, Functional Assessment $3,750
      b. Conduct Transect Surveys $7,000
      c. Refine Wetland and Riparian Locations $4,000
   Task 2 Subtotal $14,750
   Task 3. Impacts $6,300
   Task 4. Mitigation $14,100
   Task 5. Recommendation $700
   Task 6. EIS $13,300
   Contract Management $4,200
   **Total $56,250**

Billings shall be no more than monthly. 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.

Acceptance of final payment by Consultant shall constitute a release of all claims which Consultant may have against City unless, prior to accepting final payment, Consultant specifically reserves in writing and transmits to City such claims. Final payment shall not,
however, be a bar to any claims that City may have against Consultant or to any remedies City may pursue with respect to such claims.

Consultant and its subconsultants shall keep available for City inspection, for 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 Consultant receives final payment.

4. **Schedule.** Upon receiving a signed contract, Tetra Tech will provide a Draft EIS within three months at latest. Upon receipt of comments on the Draft EIS, Tetra Tech will promptly provide a Final EIS.

5. **Employment.** Employees of Consultant, while performing work under this Agreement, shall be considered employees of Consultant only and not of 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, and 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 Consultant’s employees, while so engaged, shall be the sole obligation and responsibility of Consultant. Consultant’s relation to City shall at all times be as an independent contractor.

6. **Nondiscrimination.** 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. Consultant understands and agrees that if it violates this section, City may terminate this Agreement, and Consultant shall be barred from performing any services for City in the future unless Consultant satisfies City that discriminatory practices have terminated and that recurrence of such action is unlikely.

7. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate one year thereafter, unless renewed in writing by both parties.

8. **Termination by City.** City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to subsections A and B below.

A. In the event City terminates this Agreement other than for fault on the part of Consultant, City shall pay Consultant for actual cost of work complete at the time of termination. No payment shall be made for any work completed after ten (10) days following receipt by Consultant of the termination notice. If the accumulated payment(s) made to 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 Consultant shall immediately reimburse City for any excess paid.
B. In the event City terminates the services of Consultant for fault on the part of Consultant, City shall determine the amount to pay with consideration given to the actual costs incurred by Consultant in performing the work to the date of termination, the amount of work which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by City at the time of termination, the cost to City of employing another person or firm to complete the work and the time which may be required to do so, and other factors which affect the value to City of the work performed at the time of termination. Payment made under this subsection shall not 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.

9. **Termination by Consultant.** Consultant may terminate this Agreement upon not less than thirty (30) days written notice to City or at any time in response to material breach of this Agreement by City.

10. **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.

11. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold 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 Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of City.

12. **Insurance.**
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 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. City shall be named as an insured under Consultant’s Commercial General Liability insurance policy with respect to the work performed for City.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to Consultant’s profession.

B. Minimum Amounts of Insurance
Consultant shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

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

1. Consultant’s insurance coverage shall be primary insurance as respect City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be excess of Consultant’s insurance and shall not contribute with it.

2. 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 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 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 Consultant before commencement of the work.

13. **Subletting or Assigning.** Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of City.
14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

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

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

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

Neil Johnson, Mayor  Tetra Tech EC, Inc.
Attachment A
Scope of Work

Tetra Tech will prepare the draft and final environmental impact statement (EIS) of the proposed Fennel Creek Trail. The scope of the EIS will be on flora and fauna (terrestrial, riparian, and aquatic) and wetlands only. In addition to the proposal, the EIS will study a second alternative which is identical except it will be substantially narrower (a clearing width of say 15 feet as opposed to 24 feet as proposed) and/or further from the creek (the clearing width beginning say 100 feet away from the creek as opposed to 50 feet away as proposed). The exact specifications of the alternative will be decided after work starts. The EIS will include detailed mitigation measures for all alternatives. In addition, the EIS will serve as an addendum to the 1999 Fennel Creek Corridor Environmental Analysis.

The Scope of Work will include:

1. Description of the Proposal and Alternative(s)
The Draft Fennel Creek Trail Plan describes the proposed trail and its intended uses (e.g., pedestrian, equestrian). The EIS shall include a brief summary of the proposal and the alternative(s). Tetra Tech will coordinate with Bruce Dees to refine the second alternative regarding trail clearing width and/or buffer distance. The second alternative must meet the intended recreational goal while protecting biological resources.

2. Existing Conditions
The study area includes the creek corridor from 214th Avenue East to Victor Falls. The study area will also include the Lake Debra Jane Outfall corridor along which will run the “spur trail” to Allan Yorke Park. Subtasks include:

   a. Map Wetlands and Sensitive Species Using Existing Data
Tetra Tech will reevaluate data presented in the Environmental Analysis of the Fennel Creek Corridor (Foster Wheeler Environmental Corporation 1999) regarding habitat types within the proposed study area and update and augment this data with available wetland and sensitive species data from local, state, and federal sources such as Bonney Lake, Pierce County, the Washington Department of Fish and Wildlife’s Priority Habitats and Species database, and the National Wetlands Inventory Database. Unless waived by the City due to excessive cost or unavailability, Tetra Tech will incorporate available Lidar topographic data from Pierce County or the Puget Sound LIDAR Consortium. Tetra Tech will overlay these data layers in a manner useful to considering impacts.

Since the form and quality of available Lidar data is unknown at this time, we have assumed a maximum of eight hours to acquire and incorporate this data into the project GIS database. If, upon further review, more time is required to acquire and manage this data, we will provide a written request to the City for additional budget.
For this task, the level of effort will be highest on the City’s 37-acre parcel near Willowbrook, for the entirety of which Tetra Tech will show wetland types and their approximate boundaries. This will, however, not be a formal wetland delineation suitable for submittal to the Corps of Engineers (Corps) and the Washington Department of Ecology (see Optional Task d, below), and a functional assessment of the wetlands using the Washington Department of Ecology’s “Methods for Assessing Wetland Functions” will not be included. The existing (baseline) wetland functions and values scores used will be based on the Wetland Rating Data Form of the “Revised Washington State Wetlands Rating System for Western Washington.”

b. Conduct Transect Surveys
Tetra Tech will establish a series of survey transects within the proposed study area. The study area will be divided into a series of reaches, which have similar biological and physical characteristics. Transect locations will be placed to sample each reach and representative habitat type (i.e., palustrine, scrub-shrub, and forested wetlands, riparian areas, and various upland habitat types). In part, Tetra Tech will co-locate transects with transects conducted during the Environmental Analysis of the Fennel Creek Corridor (to update and verify the results of the original study) and with places where the trail is proposed to cross the creek. Transect locations will also depend on the ability to gain access. At least two of the transects will be within the City’s 37-acre parcel near Willowbrook. A maximum of seven transects will be sited within the study area.
Data collected along each transect will describe vegetation types, wetlands, riparian areas, hydrology (qualitatively), soils, and general quality of fish and wildlife habitat. Additionally, Tetra Tech will determine whether additional, quantitative hydrologic data would be required to adequately address design elements of the Trail, including proposed creek crossings and wetland and riparian mitigation. Recommendations for additional hydrologic data, if needed, will be provided.
Tetra Tech will also identify the type(s) of quantitative hydrologic data that would be required to adequately determine wetland hydrology on the City’s 37-acre parcel near Willowbrook.

c. Refine Wetland and Riparian Locations
Based on the above subtasks, Tetra Tech will map the probable extent of wetlands and riparian habitat within the study area. The map will also illustrate the proposed trail location in relation to mapped wetlands.

3. Impacts
Tetra Tech will quantify and qualify the anticipated impact, including unavoidable adverse impact, of each alternative on flora and fauna (terrestrial, riparian, and aquatic) and on wetlands. Tetra Tech will calculate the wetland and riparian acreage and functions likely to be impacted. Explicit in this analysis will be the impact of locating the Fennel Creek Trail closer than the 100-foot stream buffer currently required in the Bonney Lake Critical Areas Ordinance (CAO). Tetra Tech will review the City’s current CAO as well as any background information used to establish the buffer from sources such as the Washington State Departments of Ecology, Fish and Wildlife, and Community, Trade and Economic Development. Tetra Tech will also review

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other western Washington critical areas ordinances to determine what stream buffers other municipalities impose on public trails in similar settings.

4. Mitigation
Tetra Tech will estimate the types and amount of mitigation required to compensate for the impacts of the respective alternatives. Tetra Tech will list mitigation options and the advantages and disadvantages of each. Mitigation options will include wetland and riparian restoration or enhancement along impacted segments of the creek as well as within the City’s 37-acre parcel near the subdivision of Willowbrook. (A secondary goal of mitigation for wetland impacts on the City’s 37-acre parcel is to gain insight from the experience of using the City’s 37-acre parcel for wetland mitigation for development proposals other than the trail.)

Tetra Tech will preliminarily design and estimate the cost of the mitigation options, updating and augmenting as necessary Foster Wheeler Environmental Corporation’s 2000 Financial Analysis of Wetland and Riparian Restoration along Fennel Creek. (That document, a companion piece to the Environmental Analysis of the Fennel Creek Corridor, estimated wetland restoration costs for said parcel, east of Fennel Creek, near the Willow Brook development.) As indicated in Bonney Lake Municipal Code 16.22.050.E. and F, the unit of measure for wetland mitigation effectiveness shall be before-and-after wetland functions and values scores based on the Wetland Rating Data Form of the “Revised Washington State Wetlands Rating System for Western Washington.” Tetra Tech will estimate how much the aggregate wetland functions and values scoring would increase on the 37-acre parcel.

As far as necessary to efficiently design the wetland mitigation associated with the trail on the 37-acre parcel, Tetra Tech will revisit the Financial Analysis of Wetland and Riparian Restoration along Fennel Creek, refining the 37-acre parcel’s proposed restoration plan and updating the restoration costs (likely to have increased over the last 6 years). Tetra Tech will evaluate the 37-acre parcel existing restoration plan and assess whether a more cost-effective alternative may exist, such as creating a secondary stream channel or a new wetland hydraulically connected to the stream. Cost-effectiveness would depend on whether the increase in restoration “credits” over the current plan would justify the added cost of construction. Tetra Tech will estimate the costs of the identified mitigation measures based on current pricing (e.g., plant material, labor, equipment costs, etc.). The estimated costs will help the City decide which trail alternative to select. The estimated costs will be approximate and may change based on formal wetland delineations and functional assessments.

5. Recommendation
Tetra Tech may recommend what it considers the optimum combination of alternatives and mitigation options for the trail cross-section and location, together with the estimated cost of said optimum combination. If the City selects the recommended alternative, this information will augment the draft Fennel Creek Trail Plan.
6. Final EIS
Tetra Tech will prepare Draft and final versions of an EIS based on the work conducted in the above tasks. The EIS will address only biological resources, namely Sections 4 and 5 of the Washington State Environmental Policy Act Checklist. Tetra Tech will provide the City electronic copies and 30 hard copies each of both the Draft and Final EIS. We assume that the DEIS and FEIS will each be no more than 75 pages in length. The City will be responsible for printing of any additional copies of the Draft and Final EIS. The City will distribute the Draft EIS and collect comments, including comments received at a public hearing before the Planning Commission. Tetra Tech will respond to the comments in the form of a Final EIS that satisfies SEPA. For cost estimation purposes, Tetra Tech assumes no more than 30 substantive comments on the Draft EIS and that Tetra Tech staff will not be required to participate at the public hearing or other public meetings on the EIS. We assume that no more than 30 hours of an associate-level biologist and 6 hours of a supervisory scientist will be required to address these comments.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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<tr>
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<th>Council/Wrkshp Mtg Date:</th>
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<tr>
<td>Dan Grigsby – PW Director</td>
<td>March 14, 2006</td>
<td>AB06-53</td>
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**BUDGET INFORMATION**

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**Explanation:**

**Agenda Subject:**
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a Water Developer Extension Agreement with Lakeland Townhomes, LLC for Lakeland Area 19.

**Administrative Recommendation:**
Recommend that the City Council approve the agreement and authorize the Mayor to sign it.

**Background Summary:**
Lakeland Area 19 is a development with 19 multi family residential units located outside City limits, outside UGA, inside Bonney Lake water service area.

The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water improvements to the City’s system.

This developer extension agreement enables the City to be reimbursed for plan review, inspection and testing costs of infrastructure improvements as well as establishing the terms of the City accepting the improvements when they are complete.

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<td>Council Workshop:</td>
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**Council Action:**
Council Call for Hearing: Council Hearings Date:
Council Referred Back to: Workshop: Committee
Council Tabled Until: Council Meeting Dates:

**Signatures:**
Dept. Mgr. Mayor Date City Attorney reviewed
Dan Grigsby Neil Peter Standard
DATE: March 6, 2006

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Water Developer Extension Agreement for Lakeland Area 19

Lakeland Area 19 is a development with 19 multi family residential units located outside City limits, outside UGA, inside Bonney Lake water service area.

The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water improvements to the City’s system.

This developer extension agreement enables the City to be reimbursed for plan review, inspection and testing costs of infrastructure improvements as well as establishing the terms of the City accepting the improvements when they are complete.

ORDINANCE/RESOLUTION # 1542

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Recommend that the City Council approve the agreement and authorize the Mayor to sign it.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR
CITY ATTORNEY N/A

BUDGETED ITEM: Budget Impact: $0

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairman 3-6-06

Mark Hamilton 2-6-01

David Bowen 3-6-06

COMMITTEE COMMENTS:

______________________________

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

Please schedule for City Council Meeting date of: March 14, 2006
Consent Agenda: ☐ Yes ☒ No
RESOLUTION NO. 1542

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER DEVELOPER EXTENSION AGREEMENT WITH LAKELAND TOWNHOMES, LLC FOR LAKELAND AREA 19.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated herein by this reference.

PASSED by the City Council this 14th day of January 2006.

__________________________
Neil Johnson Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
Extension of Water Improvements to System
Public Works Application

Applicant Name: Lakeland Townhomes LLC
Application Date: 2/24/2006

Applicant Address: 11624 SE 5th Street, Suite 200
Bellevue, Washington 98005

Phone Number: (425) 586-7700
Fax Number: (425) 688-0500
E-mail Address: jenni.leon@polygonhomes.com

Project Location: (See Site Map)
Attach vicinity map.

Project Description:
Multi Family Project
Include number of Connections and Fire Flow needed.
Water: 19 Residential Connections
Fireflow: 2500 GPM per 120 minutes

Parcel Number(s): 9005350040

Legal Description: (See Attached Legal Description)

Irrigation Required?  Y  N  Number & Size of Irrigation Services Requested  Two 2"

Irrigation Area Sq. Ft.  126,000 square feet (2.9 acres)
Do not include irrigation sq. ft. for Single Family residence.

Will the extension serve other property?  Y  N
If yes, is a cost recovery agreement desired?  Y  N
If yes, this agreement will be held until the Latecomer Agreement is negotiated.

Proposed Connection Routing:
Please provide your preferred connection routing. The City of Bonney Lake will review and determine the diameter of water mains, the number of connection points and special facility requirements.

Do not write below this line. For official use only.

This application is: Approved  Disapproved  Pending  Approved with conditions

Comments:

Public Works Director  Date
THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereby referred to as "City", and __Lakeland Townhomes LLC__________, hereby referred to as "Developer".

WITNESSETH: That whereas the City of Bonney Lake, a municipal corporation, provides WATER service within the corresponding WATER service area boundary, and the above-named Developer is preparing to construct a WATER system, or additions thereto, and said development requires the City's WATER service.

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Developer agrees to design and/or construct the WATER system, or additions thereto, to be connected to the City's WATER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER system, or additions thereto, shall be located within that area commonly referred to as __Lakeland Hills Area 19 (Waterstone III)__ , which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".

II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER plan, which agreement shall include oversizing of WATER mains as may be identified in the City's adopted WATER comprehensive plan or as approved by the City Engineer. As an additional condition to the City obligations under this agreement the developer shall:

A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.

B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.

III. The developer agrees that the construction of the WATER system, or additions thereto, shall not commence until the following conditions have been fulfilled:

A. The developer shall furnish the City with three (3) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.
B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.

C. Minimum requirements for all plans for WATER system, or additions thereto, submitted to the City for review are:

1. Three (3) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant. Additional sets may be required by the City.

2. A preliminary plat of the area in which said WATER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.

3. A map showing the location of the plat in relation to the surrounding area.

4. A contour map of the plat with contour intervals of two feet or less.

5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.

6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.

7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.

8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.

9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".

10. Approvals from all regulatory agencies.

D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:

1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER improvements.
2. All lots shall be fully staked to assist all parties involved in the proper location of the WATER system including services.

3. All hydrants and valves shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to "approval construction drawings" may be warranted and required by the City, based on actual local field conditions.

4. All contractors and subcontractors shall have a current Washington State Contractors License.

5. The Developer's WATER system, or additions thereto, on Premises shall not be connected to the City WATER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.

E. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to indemnify and hold harmless the City from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Developer's express or implied obligations under this Agreement. The Developer waives any right of contribution against the City.

It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or Subcontractor under Workman's Compensation Acts, disability benefits acts or other employees' benefit acts. The City and the Developer agree that all third party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered by the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. The City retains the right to approve claim investigation and counsel assigned to said claim and all investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, this indemnification shall be void and the City shall be responsible for all damages payable to the third party claimant. In the event that the City and the Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and the City, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court findings, and, in addition thereto, the Developer shall hereunder indemnify the City for all damages paid or payable to the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25%
negligent, the Developer shall not be required to indemnify the City for any amount in excess of 25% of the claimant's total damages.

F. In the event the Developer in his operation damages or disrupts existing improvements, the repairs shall be made at the Developer's expense. In the event they are so damaged or the service disrupted and the Developer fails or is unable to immediately restore the service, then the Owners of the improvements may cause the repairs to be made by others and all costs for the same shall be at the Developer's own expense.

Where the construction crosses or is adjacent to existing utilities, the Developer shall exercise extreme care to protect such utilities from damage.

If any damage is done to an existing utility, the Developer shall notify the utility company involved who will dispatch a crew to repair the damage at the Developer's expense. All costs for the same shall be at the Developer's own expense.

The Developer shall be aware that some existing WATER facilities are known to contain asbestos cement pipe. The Developer shall conduct all work related to existing asbestos cement pipe in strict accordance with WISHA safety regulations and provisions contained within WAC 296-62077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing, asbestos cement pipe, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air Pollution Control Agency. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the asbestos cement pipe shall be scored and broken in lieu of the sawing or other methods which release fibers into the atmosphere. Waste asbestos pipe shall be buried in the trench. Asbestos pipe to be abandoned in—place shall not be disturbed, except as noted herein, and shall remain in its original position.

The Developer is cautioned that all existing drainage systems, whether open ditch, buried pipe, or drainage structures, are not on record. It shall be the responsibility of the Developer to repair or replace all such systems found during construction, which are damaged by the Developer's construction in a manner which is satisfactory to the City.

Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangements in advance with such property owners, to insure that no conflicts will ensue after the property is restored as described above. The Developer will be required to furnish the City with a written release from said private property owners, if the City deems it to be necessary to obtain such document.

IV. The construction of the Developer's WATER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith
agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on his construction schedule during, the various construction phases as requested by the City.

V. The Developer further agrees to deposit an estimated amount of money to cover the City’s expected review fees and construction supervision expenses incurred plus 10% administrative costs, for such supervision. The City will pay for these bills out of the monies deposited. If the amount of money on deposit is depleted or reduced such that there is inadequate coverage for expected expenses, the City will stop work until the deposit account is adequate to cover expected expenses. Any accrued interest will be to the benefit of the City.

VI. The Developer’s WATER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:

A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer’s Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.

B. Payment of all permit fees and equivalent assessment changes and any other applicable City charges required for Premises.

C. Payment of all plan check and inspection fees.

D. Prepare and furnish the required easements in compliance with the City’s standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.

E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.

F. Furnish the City with a Bill of Sale conveying, the WATER system to the City.

G. Furnish a one year maintenance bond for 15% (or $2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the water system will be free of defects in labor and materials. Form to be prescribed by the City.

VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.

VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above, the City shall accept the water system, and agree therewith to operate and maintain said system.
SUBMITTED this ____ day of ______ March _______ 2006

DEVELOPER: ___________________________________ Date ____________

Signature

__________________________
Printed Name

Lakeland Townhomes, LLC

Company Title (as applicable)

11624 SE 5th Street, Suite 200

Address

Bellevue Washington 98005

City State Zip

Phone No. (425) 586-7700 FAX No. (425) 688-0500

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this ____ day of __________________ 20____

__________________________
Neil Johnson Jr., Mayor

LAKELAND TOWNHOMES, L.L.C.
a Washington limited liability company

By: PNW MULTI NORTH, L.L.C.
a Washington limited liability company
Its: Managing Member

By: PNW MULTI, L.L.C.
a Washington limited liability company
Its: Sole Member

By: PNW MULTI GROUP, INC.,
a Washington corporation
Its: Managing Member

By: ________________________
RICHARD RAWLINGS
Its: Development Manager
CITY OF BONNEY LAKE

DEVELOPER AGREEMENT

EXHIBIT 'A'

PLAT NAME: Lakeland Hills PUD Area 19

DEVELOPER: Lakeland Townhomes LLC

LEGAL DESCRIPTION: (See Attached)
LEGAL DESCRIPTION – AREA 19, UNIT 4

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 6 AND THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE AFOREMENTIONED SECTION 7; THENCE SOUTH 00°40'43" WEST ALONG THE EAST LINE THEREOF 330.08 FEET; THENCE NORTH 88°03'05" WEST 1,535.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°03'05 WEST 1,021.68 FEET TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 7; THENCE NORTH 01°40'41" EAST ALONG SAID CENTER LINE 330.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE NORTH 11°25'31" EAST 590.22 FEET TO A POINT ON THE SOUTHERLY MARGIN OF LAKE TAPP'S PARKWAY EAST AS CONVEYED BY DEED RECORDED UNDER RECORDING NUMBER 2001082000863; THENCE ALONG SAID PARKWAY SOUTH 71°21'43" EAST 275.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORtheasterly AND HAVING A RADIUS OF 2,055.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°23'46", A DISTANCE OF 301.14 FEET; THENCE LEAVING SAID CURVE ON A NON-TANGENT BEARING OF SOUTH 78°38'55" EAST 78.20 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,058.00 FEET AND TO WHICH POINT A RADIAL BEARS SOUTH 08°03'53" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH THE CENTRAL ANGLE OF 8°33'50", A DISTANCE OF 307.81 FEET; THENCE SOUTH 00°29'57" EAST 264.39 FEET; THENCE SOUTH 89°30'03" WEST 27.33 FEET; THENCE SOUTH 01°56'55" WEST 480.00 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS UNIT 4, AREA 19 A CONDOMINUM, ACCORDING TO SURVEY MAP AND PLANS RECORDED UNDER AUDITORS FILE NO. 200412295002.