CITY COUNCIL MEETING

May 9, 2006
7:00 P.M.

AGENDA

"Where Dreams Can Soar"

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 Cheryl Noble and Councilmember Jim Rackley.

[Staff expected to be in attendance: City Administrator Don Morrison, , Planning & Community Development Director Bob Leedy, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, Chief Financial Officer Beth Anne Wroe, Assistant Public Works Director Rick Shannon, Interim Police Chief Buster McGehee, Judge James Helbling and City Attorney Jim Dionne.]

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

1. Announcements:

2. Appointments:

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.
C. Correspondence:

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. Approval of Meeting Minutes: Approval of Minutes from April 18th City Council Workshop and April 25th City Council Meeting.

B. Checks/Vouchers: Accounts payable checks/voucher #43720 thru #43844 (voiding check/voucher # 43799) in the amount of $539,203.31. Accounts payable checks/voucher #43845 thru #43876 for utility refunds in the amount of $2,737.18. [F4.9]

C. Payroll: Payroll for April 16-30th, 2006 for checks 24845-24891, including Deposits and Electronic Transfers in the amount of $379,487.87. [F4.9]

D. AB06-101 – Ordinance 1187 – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapters 2.04 And 3.92 Of The Bonney Lake Municipal Code And Ordinance Nos. 917 And 1061, And Adding A New Chapter 3.96, Relating To Biennial Budgets. [A3.5.5]

E. AB06-95 – Resolution 1563 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Maintenance Contract With T.I. Northwest For Constructing A New Entrance Sign At Ascent Gateway. [O5.2]

F. AB06-105 – Resolution 1569 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract For A Canon C-5870u Copier, 60 Month Lease With 0 Down And $1.00 Pay-Off. [A2.1]


H. AB06-107 – Resolution 1571 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Disposal Of Surplus Property In Accordance With The Provisions Outlined By Ordinance 872. [F4.6.3]


L. **AB06-114 – Resolution 1576** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Sewer Developer Extension Agreement With Mazatlan For Mazatlan Restaurant. [A3.13.7]

V. **FINANCE COMMITTEE ISSUES:**


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

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, Washington
Council Agenda Bill (C.A.B.) Approval Form

| Department/Staff Contact: Planning / Steve Ladd | Council Meeting Date: May 9, 2006 | Agenda Item Number AB06-115 |
| Ordinance Number: 1189 | Resolution Number: | Councilmember Sponsor: |

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>n/a</td>
</tr>
</tbody>
</table>

**Explanation:**

**Agenda Subject:**
Proposed revision of Critical Areas Ordinance regarding landslide hazards.

**Administrative Recommendation:**
Hear Planning Commission recommendation.

**Background Summary:**
See attached staff report and ordinance.

<table>
<thead>
<tr>
<th>Council Committee Dates:</th>
<th>Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Committee:</td>
<td>Planning Commission:</td>
<td>Park Board:</td>
</tr>
<tr>
<td>Public Safety Committee:</td>
<td>2/15/06 public hearing</td>
<td>Hearing Examiner:</td>
</tr>
<tr>
<td>Community Development &amp; Planning Committee:</td>
<td>4/19/06 recommendation</td>
<td>Civil Service Commission:</td>
</tr>
<tr>
<td>Council Workshop:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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
AN ORDINANCE OF THE CITY OF BONNEY LAKE, WASHINGTON, AMENDING CHAPTERS 16.13, 16.28 AND 17.44 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NOS. 766, 988, 1070 AND 1171, PERTAINING TO DEVELOPMENT AND TREE REMOVAL ON STEEP SLOPES

WHEREAS, the City adopted a new critical area ordinance in 2004; and

WHEREAS, following review of best available science, the City has determined that certain changes are needed to the critical area code to protect against landslide hazard while avoiding unnecessary restrictions; and

WHEREAS, the City has determined that the proposal does not create a probable significant adverse impact on the environment and that an Environmental Impact Statement is not required under RCW 43.21C.030; and

WHEREAS, the Bonney Lake Planning Commission held a duly advertised public hearing on this proposal on February 15, 2006 and subsequently recommended adoption of this ordinance version; and

WHEREAS, the SEPA comment period and the state’s 60-day review period have terminated; and

WHEREAS, these amendments are in the interest of the public health, safety, and general welfare;

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

Section 1
BLMC 16.28.010 and the corresponding portion of Ordinance 1070 § 2 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

16.28.010 Designation
Areas susceptible to one or more of the following types of hazards are hereby designated geologically hazardous areas, in accordance with WAC 365-190-080(4)(a).
A. Erosion hazard areas are areas identified by the U.S. Department of Agriculture’s Natural Resources Conservation Service as having a moderate-to-severe, severe, or very severe rill and inter-rill (sheet wash) erosion hazard.
B. Landslide hazard areas are areas subject to landslides based on geology, soils, topography, and hydrology. The following are indicators.
   1. Areas delineated by the U.S. Department of Agriculture’s Natural Resources Conservation Service as having a severe limitation for building site development;
2. Areas mapped by the Washington Department of Ecology (Coastal Zone Atlas) or the Washington State Department of Natural Resources (slope stability mapping) as unstable (U or class 3), unstable old slides (UOS or class 4), or unstable recent slides (URS or class 5);
3. Areas designated as quaternary slumps, earthflows, mudflows, lahar, or landslides on maps published by the U.S. Geological Survey or Washington State Department of Natural Resources;
4. Areas where the following coincide: slopes steeper than fifteen percent, a relatively permeable sediment overlying a relatively impermeable sediment or bedrock, and ground water seepage;
5. Areas that have shown movement in the past ten thousand years or that are underlain or covered by mass wastage debris of that time frame;
6. Slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials;
7. Slopes steeper than eighty percent subject to rock fall during seismic shaking;
8. Areas potentially unstable because of rapid stream incision, stream bank erosion, and undercutting by wave action;
9. Areas at risk from snow avalanches;
10. Canyons or active alluvial fans subject to debris flows or catastrophic flooding; and
11. Slopes of forty thirty percent or steeper with a vertical relief of ten or more feet except areas composed of consolidated rock and engineered constructed slopes for which no land use change is proposed.

Section 2
BLMC 16.28.030 and the corresponding portion of Ordinance 1070 § 2 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

16.28.030 Exemptions.
In addition to those listed in BLMC 16.20.070, the following developments shall be exempt from this chapter:
A. Buildings with less than 2,500 square feet of floor area which are not used as places of residence, employment, or public assembly;
B. Additions of under 250 square feet to single-story residences;
C. Fences
   -DA. Other minor developments as determined by the director(s).
B. Sustainable selective-cut forest practices in which:
   1. The property is being managed according to a plan, approved by the City or the Washington Department of Natural Resources, to achieve and retain at least 75% tree canopy at all times;
   2. Logs are removed by methods that do not unduly damage the forest floor, such as by low-ground-pressure tracked machines; and
   3. City clearing permits and Washington Department of Natural Resources forest practice permits are obtained if required. See also BLMC 16.13.020 and 16.13.080.
Section 3
BLMC 16.28.040 and the corresponding portion of Ordinance 1170 § 2 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

16.28.040 Contents of critical area reports.
In addition to the requirements of BLMC 16.20.090, critical area reports for geologically hazardous areas shall include, where applicable:
A. Site history regarding landslides, erosion, and prior grading;
B. Topography in suitable contour intervals;
C. Height of slope, slope gradient, slope stability, and slope retreat rate recognizing potential catastrophic events;
D. Description of the geology (including faults), hydrology (including springs, seeps, and surface runoff features), soils (including, in seismic hazard areas, thickness of unconsolidated deposits and liquefaction potential), and vegetation;
E. Type, extent, and severity of geologic hazard(s);
F. Analysis of the proposal’s risk from geologic hazard and the proposal’s potential for exacerbating off-site hazards. Calculations of stability and bearing capacity shall explicitly assume a seismic event consistent with local geo-technical practice;
G. Recommended buffers and other conditions of approval. In areas of erosion or landslide hazard, the recommended conditions may include:
   1. Clearing, fill, and hard-surfacing limits, slope stabilization measures, and vegetation management plan;
   2. Limitation on clearing during the rainy season, generally from October 1st to May 1st;
   3. Design parameters of foundations and retaining structures; and
   4. Drainage plan and erosion and sediment control plan in compliance with city stormwater management regulations; and
H. Overview of field investigations, exploration logs, measurements, references, and past assessments of the site.

Section 4
BLMC 16.28.050 and the corresponding portion of Ordinance 1170 § 2 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

16.28.050 Substantive requirements.
In addition to the substantive requirements of BLMC 16.20.130, the following requirements shall apply to geologic hazard areas:
A. Proposed developments shall not increase Developments may occur in geologic hazard areas only to the extent supported by a valid critical area report without increasing the long-term risk of or exposure to geological hazard on-site or off-site.
B. Hazard mitigation shall not rely on actions that require extensive maintenance.
C. Development near an erosion or landslide hazard area shall:
   1. Observe a buffer from the edges thereof, of adequate width to comply with the substantive requirements;
2. Not decrease the factor of safety for landslides below the limits of 1.5 for static conditions and 1.21 for dynamic conditions. Analysis of dynamic conditions may be based on a minimum horizontal acceleration as established by the International Building Code;

3. Cluster structures and improvements as necessary to avoid hazard areas;

4. Use retaining walls that allow the retention of existing natural slopes when possible rather than graded artificial slopes;

5. Place utility lines and pipes in erosion and landslide hazard areas only when no other alternative is available and when the line or pipe can be installed above ground in such a manner as to remain intact without leaks in the event of a slide;

6. Discharge water from surface water facilities and roof drains onto or upstream from an erosion or landslide hazard area only if:
   a. Discharged at flow durations matching predeveloped conditions, with adequate energy dissipation, into existing channels; or
   b. Dispersed upslope of the steep slope onto a low-gradient undisturbed buffer of adequate infiltrate capacity without increasing saturation of the slope; and

7. Locate any on-site sewage drain fields outside the hazard area and related buffers.

D. If a geotechnical report contains specific recommendations to mitigate hazards, the geotechnical engineer shall monitor construction sufficiently to ensure compliance with said recommendations.

Section 5
BLMC 16.13.080 and the corresponding portion of Ordinance 1171 § 1 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

16.13.080 Decision criteria on other undeveloped sites not proposed for development.
On undeveloped sites other than parks and designated open space tracts where no development is proposed or anticipated, non-conversion (replanting required) forest practice requirements as administered by the Department of Natural Resources shall apply. Forest management plans may be required. See also BLMC 16.13.020.J, 16.13.090, and 16.13.100. If the site is a critical area or critical area buffer see Ch. 16.20 BLMC.

Section 6
BLMC 17.44.010 and the corresponding portions of Ordinance 988 § 2 and Ordinance 766 § 2 are hereby revised as follows. Strikethroughs indicate deletions, underlines indicate new text.

17.44.010 Application.
Short plats shall be Type 2 or 3 permits – see Chapter 14.40 or 14.50 BLMC. The application form shall provide space for owner information, name and number of short subdivision, legal description of area to be subdivided, owner’s signature and date filed.
Eight prints of the proposed short plat shall be filed. The short plat map shall be drawn in ink to scale not smaller than one inch equals 100 feet on stable base mylar polyester film or equivalent approved material, a sheet size of 18 inches by 24 inches. The map shall include:

A. The boundary and dimensions of the original tract including its assessor’s parcel number, section, township and range, and all adjoining public or private roads and identifying names of such;

B. A vicinity map drawn to a scale of approximately four inches equals one mile of sufficient detail to orient the location of the original tract, showing surrounding streets, streams and major electrical transmission line easements;

C. The name and address of the owner of record of the original tract, scale of drawing and north directional arrow;

D. All proposed lots, identified by numerical designation, with dimensions and bearings;

E. The width and location of access to all lots;

F. The location and use of all buildings on the original tract;

G. The building setback lines for each lot;

H. The location of any wetlands and buffers, critical areas or water bodies, flood-prone areas, unstable soils or slopes exceeding 40 percent;

I. Space on the original or a second 18-inch-by-24-inch mylar sheet for conditions and signatures by appropriate city officials;

J. A survey as required by the Survey Record Act, Chapter 50 Washington Laws of 1973 or as amended.

Section 7
This ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this ___ day of __________, 2006.

______________________________
Neil Johnson, Mayor

ATTEST:

______________________________
Harwood Edvalson
City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
Date: 4/25/65
To: City Council
RE: Proposed revision of Critical Areas Ordinance regarding landslide hazards

Chronology

- In November 2004 the City adopted a new Critical Areas Ordinance (CAO) prohibiting development in landslide hazard areas. The CAO lists 11 determinants of what constitutes a landslide hazard area, the most straight-forward being areas of 40% or greater slope. (Percentage of slope is rise divided by run, not to be confused with degrees of slope. A 100% slope equals a 45 degree slope.)
- In September 2005 the City rezoned most of the steep west-facing slopes to RC-5, allowing one residence per five acres.
- In October 2005 the City adopted a new Clearing and Landscaping Ordinance that, among other provisions, limited clearing of slopes of over 25%.
- In October 2005 the City Council’s Community Development Committee (CDC) initiated a proposal to lower the “40% or greater slope” determinant to 25%.
- On 11/1/05 the City Council concurred with the CDC suggestion and asked staff and Planning Commission to bring forward an ordinance.
- Staff drafted the first version of the proposed ordinance.
- Beginning in January, the Planning Commission discussed the proposal. Suggestions from the City Attorney and the Dept. of Community and Economic Development were incorporated. The ordinance progressed through second, third, and fourth versions.
- On 2/15/06 the Planning Commission held a public hearing and later recommended approval of the fourth version. This version still changed the 40% slope determinant to 25% slope.
- Prior to presenting its recommendation to the Council, the Planning Commission and staff received further information which led to the Planning Commission withdrawing its recommendation. A geo-technical engineering was retained to advise the City. The ordinance progressed through fifth, sixth, and seventh versions.
- On 4/19/06 the Commission recommended approval of the seventh version. See attached.

A little background on Critical Areas Ordinances (CAOs)
The state requires that all local governments adopt CAOs, and that they observe Best Available Science (BAS) in doing so. BAS is established by scientists through studies and peer review. Some studies are general, others are specific to certain sites. Critical areas include wetlands, aquifer recharge areas, floodplains, geologically hazardous areas, and habitat conservation areas (which include streams). The regulations apply to critical areas wherever they may be located in the City. Since exact location is rarely known in advance, the City requires that development applications include critical area reports whenever a site is likely to contain a critical area. The CAO preserves some critical areas because they are valuable in their own right. This includes wetlands, aquifer recharge areas, and habitat conservation areas. Others are important mainly in a
negative sense: development in such areas may fall victim to natural disasters. This is the case for floodplains and geologically hazardous areas.

**Why the recommended ordinance would not change the 40% slope determinant to 25%**

There was a sense among staff and Planning Commission members that some lands of between 25% and 40% slopes are safe and that it would be unfair to deprive landowners the use of their land. At first our response was to insert more exemptions allowing, for example, single-family residences in certain cases. Then we had a consultant prepare a map showing how much of the City-owned site across the Sumner-Buckley Highway from the 76 Station is over 25% slope. Enough of the site is over 25% slope that, if that were the rule, the site could not be developed. Yet the site does not appear to be dangerous. Slope is only one determinant of landslide hazard. Equally important are soils and hydrology. The soil is obviously gravelly and free of seeps and springs. This site is an example of an unknown number of sites in the City that would be wrongly rendered unbuildable by the proposed ordinance.

Staff and the and Planning Commission then went back to basics. We concluded that the “line in the sand” between what can and cannot be developed must be based on actual danger, not on an arbitrary slope cutoff. This led to a reanalysis of the 11 “landslide hazard indicators.”

**Should the 11 “landslide hazard indicators” be definitive or indicative?**

To draft the CAO in 2004, staff used *Sample Provisions for Designating and Protecting Critical Areas*, published in 2003 by the WA Dept. of Trade, Community, and Economic Development (CTED). Staff utilized almost verbatim the 11 landslide hazard indicators that appear under BLMC 16.28.010(B).

The *Sample Provisions for Designating and Protecting Critical Areas* introduce these indicators by saying, in effect, “The following MAY indicate landslide hazard area.” The wording was non-committal. However, the CAO the City ended up adopting says, basically, “The following ARE landslide hazard areas and cannot be developed.”

Staff now feels that it erred in deviating from the *Sample Provisions for Designating and Protecting Critical Areas* in this way. It is not possible to reduce to a few words all the situations that can be found in the real world. Only a geo-tech study, subjected to third-party review as necessary, can determine if a development proposal is or is not safe. The “landslide hazard indicators” should be indicative, not definitive.

**What is the correct percentage for the maximum slope indicator?**

The focus of attention has been indicator #11, “Slopes over 40% with a vertical relief of 10 feet or more.” The current proposal began with the Council proposing to change it to 25%.
First, staff and the Planning Commission researched what other jurisdictions stipulate. In Western Washington most jurisdictions use 40% because that is what the *Sample Provisions for Designating and Protecting Critical Areas* says. This includes Pierce County, Sumner, Seattle, Issaquah, etc.

In 2005, CTED published a *Technical Guidance Document For Clearing and Grading In Western Washington*, page 10 of which cautions against clearing and grading of slopes over 25%. Sumner and various jurisdictions on the east coast use 25%. A county in Virginia even uses 15%. However, the soil conditions are probably not comparable there.

Some jurisdictions have a range of slope categories and allow varying degrees of development for each range. The Planning Commission looked into this option but ultimately rejected it because it did not conform to Best Available Science (BAS); geo-technical scientists believe that only case-by-case studies can determine how intensely a site can be developed.

Staff gathered neutral advice from two geologic engineers that advise local governments on regulatory matters. Donald Tubbs is a well-respected engineering geologist based in Redmond. He helped develop the indicators in the State *Sample Provisions for Designating and Protecting Critical Areas*. He is familiar with Bonney Lake’s surface geology. Mr. Tubbs is not opposed to requiring geo-technical reports more often. However, he states that 25% slopes in our vicinity almost never slide, and that even 50% slopes are often stable if no seepage is present.

Dave Williams is a geologic scientist with Zipper Zeman Assoc. in Bellevue. Mr. Williams basically says the same as Mr. Tubbs. 25% would be too low as a hard-and-fast cut-off. Geo-tech reports should be relied on to determine if danger exists and what can be safely built with proper engineering and mitigation. Mr. Williams spoke at the Planning Commission meeting and can attend the Council meeting as well.

The consensus is that the 40% could be lowered to 30% if it is only an indicator. For sites over 30% slope, or that are characterized by any of the other ten indicators, a geo-technical report would be required.

**What are the proper exemptions?**
BLMC 16.28.030 lists developments that can be built even on geologically hazard areas: storage buildings with under 2,500 square feet, additions of under 250 square feet to single-family residences, etc. The early versions of new ordinance would have added more exemptions, to avoid regulatory takings. If our “landslide hazard indicators” are only indicative, those exemptions are no longer necessary. They are deleted from the final version recommended by the Planning Commission. Staff now feels it was incorrect to allow such exemptions in the first place. If a site is in fact dangerous, buildings and residences should not be allowed.
Sustainable yield forestry
Staff also looked into restricting logging on steep slopes. The proposed ordinance inserts an exemption for sustainable selective-cut forest practices. The idea is to maintain a tree canopy that, while not necessarily 100%, is sufficient for preventing landslides, erosion, and degradation of scenic views. The “sustainable yield forestry” exemption was not in the Sample Provisions for Designating and Protecting Critical Areas. Staff and the Planning Commission invented it.

Contents of critical area (geo-tech) reports
A critical area report pertaining to a landslide hazard area is called a geo-tech report. After talking with geo-technical engineer David Williams, it was decided to require several additional items of information in the geo-tech report.

Summary of what is in the new ordinance
The following table discusses the ordinance.

<table>
<thead>
<tr>
<th>BLMC section being revised</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.28.010.B</td>
<td>“The following are indicators” is inserted to make the 11 indicators indicative rather than definitive.</td>
</tr>
<tr>
<td>16.28.010.B.2</td>
<td>The Coastal Zone Atlas does not cover Bonney Lake, so it is deleted.</td>
</tr>
<tr>
<td>16.28.010.B.11</td>
<td>This indicator of hazard, one of 11 which trigger a geo-tech report, is changed from 40% to 30%.</td>
</tr>
<tr>
<td>16.28.030.A, B, and C</td>
<td>These exemptions are deleted since only verified hazard areas will be regulated, and little if any building should occur in such areas.</td>
</tr>
<tr>
<td>16.28.030.B (new)</td>
<td>This provision would allow sustainable selective-cut forestry.</td>
</tr>
<tr>
<td>16.28.040.F</td>
<td>On the advice of David Williams, this requires a seismic event assumption in the geo-tech report.</td>
</tr>
<tr>
<td>16.28.040.H</td>
<td>On the advice of David Williams, this requires exploration logs in the geo-tech report.</td>
</tr>
<tr>
<td>16.28.050.A</td>
<td>This clarifies that, in a landslide hazard area, development can only occur in conformance with an approved geo-tech report.</td>
</tr>
<tr>
<td>16.28.050.C.2</td>
<td>This is another minor amendment on the advice of David Williams.</td>
</tr>
<tr>
<td>16.28.050.D</td>
<td>This provision requires monitoring in certain instances.</td>
</tr>
<tr>
<td>16.13.080</td>
<td>This is a cross-reference in the Clearing and Landscaping Ordinance, reminding the reader that if the site is a critical area, the CAO applies.</td>
</tr>
<tr>
<td>17.44.010</td>
<td>This is a clarification and corresponding change in the short plat chapter of the BLMC.</td>
</tr>
</tbody>
</table>
How the code needs to be administered
With the proposed ordinance, more would depend on what the geo-tech study says. This raises important questions of when a study is required and how to determine if the study is reliable. The Director of Planning and Community Development is responsible for such decisions, though he may delegate the responsibility. Administration breaks down into three important phases:

1. Staff must determine when to require a geo-tech report. We would use the “11 indicators” as red flags, erring on the safe side. For the indicator in question, the proposed ordinance would lower the threshold in terms of slope from 40% to 30%.

2. Once the critical area report is received, if it proposes to develop the site, with or without mitigation, staff must determine whether to require third-party review.

3. Once third-party review is complete, this department would make its decision, probably by utilizing the findings of either the original report or the third-party review. This department’s decision is appealable.

Conclusion
What began as a quick fix has evolved into deeper thinking about how to manage the City’s steep slopes. Staff and the Commission recommend the attached draft ordinance.
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

| Department/Staff Contact: Planning / Steve Ladd | Council Meeting Date: May 9, 2006 | Agenda Item Number: AB06-116 |
| Ordinance Number: 1190 | Resolution Number: | Councilmember Sponsor: |

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>n/a</td>
</tr>
</tbody>
</table>

**Explanation:**

**Agenda Subject:**
Proposed ordinance to put the R-2 zone on a density basis rather than a minimum lot size basis.

**Administrative Recommendation:**
Hear Planning Commission recommendation.

**Background Summary:**
See attached staff report and ordinance.

<table>
<thead>
<tr>
<th>Council Committee Dates: Finance Committee:</th>
<th>Commission Dates: Planning Commission: 4/5/06 public hearing 4/19/06 recommendation</th>
<th>Board/Hearing Examiner Dates: Park Board: Hearing Examiner:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Committee:</td>
<td>Civil Service Commission:</td>
<td></td>
</tr>
<tr>
<td>Community Development &amp; Planning Committee:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Council Workshop:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Council Action:**

<table>
<thead>
<tr>
<th>Council Call for Hearing:</th>
<th>Council Hearings Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council Referred Back to:</td>
<td>Workshop: Committee</td>
</tr>
<tr>
<td>Council Tabled Until:</td>
<td></td>
</tr>
</tbody>
</table>

**Signatures:**

[Signature]

Mayor/City Administrator

Date City Attorney reviewed
Date: 5/2/06  
To: Mayor and Council  
RE: Proposed ordinance to put the R-2 zone on a density basis rather than a minimum lot size basis, and fixing an unintentional wording regarding non-conforming lots

Chronology
- On 2/1/06 staff recommended that the Planning Commission initiate the subject code change.
- On 4/5/06 the Planning Commission held a public hearing.
- On 4/19/06 the Planning Commission recommended approval of this, the second version of the ordinance.

How the R-1 zone has already been revised
In 2004 the Growth Management Hearings Board ordered the City to allow at least four dwelling units per net acre in the R-1 zone. The City complied by means of Ordinance 1099, wherein the minimum lot size was removed. Instead, subdivisions of land in the R-1 zone must result in a density of four to five units per acre. Ordinance 1099 also:
- eliminated the need (in the R-1 zone but not in the R-2 zone) for the Planned Unit Development process by building in flexible regulations; and
- gave the City Council power to decide preliminary plats rather than the hearing examiner.

Disincentive for owner-occupancy in the R-2 zone
The R-2 zone has not yet been revised to match the R-1 zone. In R-2, the minimum lot size for single-family residences is 8,600 square feet, which equals 5.0 units per acre. The minimum lot size for duplexes is 10,000 square feet, which equals 8.712 units per acre. Thus, the R-2 zone encourages duplexes by allowing them to be built at a higher density. Placing two dwelling units on one lot means one or both of them must be rentals. The R-2 zone poses a disincentive for owner-occupancy. In the minds of some, this reduces overall property values because renters might have less stake in the community.

The solution is to put the R-2 zone on a density basis rather than a minimum lot size basis, as was done with the R-1 zone. This would remove the disincentive for owner-occupancy. In effect, it allows attached single-family residences (townhouses) on lots averaging 5,000 square feet in size. The proposed ordinance does not alter the number of units a developer can get. It just regulates density in a manner that encourages owner-occupancy.

By way of example, the City has recently approved the preliminary plat of Legacy Park by Bill Sweatman. The location is 70th St. E. near Meyer Road. The zoning is R-2. To maximize density,
Mr. Sweatman is creating ten duplex lots for a total of 20 units. They will probably be rental units forever unless the R-2 zone is changed to allow each unit to sit on its own lot with the property line running along the common wall. If the proposal is adopted, the developer says he would probably sell them as townhouses because they would be worth much more that way than as rentals.

Disincentive for clustering
In residential development, clustering allows the City to retain more trees and open space. Clustering is density-neutral. The same number of homes are built, but they are closer together, often attached. Each home sits on its own lot.

Prior to Ordinance 1099, clustering could be accomplished through the Planned Unit Development (PUD) process. Ordinance 1099 repealed the PUD process. This is OK in the R-1 zone, because Ordinance 1099 inserted other means of flexibility in R-1 for clustering (reduced dimensional requirements in certain circumstances and with special approvals). The R-2 zone has not yet been brought in line.

The proposed ordinance removes the disincentive for clustering by following the precedent of the R-1 zone in allowing flexibility in minimum lot width and minimum building setbacks if approved by the City Council.

Deletion of wording that has (unintentionally?) allowed duplexes on certain lots
The proposed ordinance also repairs a presumably unintentional wording regarding legal non-conforming lots. BLMC 18.02.100 is meant to state that lots which are substandard in size but which were legally created prior to zoning can be built on only if they are at least 7200 square feet. As worded, however, BLMC 18.02.100 has also allowed duplexes to be built on R-2 lots between 7,200 and 9,999 square feet in size, even though the R-2 zone requires 10,000 square feet for a duplex. On Inlet Island, and perhaps elsewhere, strict compliance with BLMC 18.02.100 has resulted in duplexes being built where the intent was probably to allow only a single-family residence.

The proposed fix clarifies that the “legal non-conforming lot” language is only meant to ensure that one single-family home can be built on the undersized lot. A duplex (or pair of townhouses) would not be allowed except within the maximum density limit. The fix also moves this clause to a better location in the BLMC.
Affect on inconsistency areas
Another reason this subject is important is because areas remain in which the Comprehensive Plan says R-2 but which are zoned R-1. In other words, despite last year’s rezones, some “inconsistency areas” still remain. Ideally, we should fix the R-2 zone before we receive any requests for rezone from R-1 to R-2.

There remain five areas in which the Comp Plan designation is R-2 and the zoning is R-1: Areas 10, 11, 21a, 21b, and 30. See the attached map. Most of these are already developed, so the matter isn’t so important, but Area 10 is undeveloped and buildable.

Summary of the proposed ordinance
The following table discusses the ordinance.

<table>
<thead>
<tr>
<th>BLMC section being revised</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.16.020</td>
<td>Both detached and attached single-family residences would be permitted. (The references to modular homes and manufactured homes are deleted because they are by definition single-family residences.)</td>
</tr>
<tr>
<td>18.16.040</td>
<td>Clustered lot (lots with reduced dimensional requirements) become conditional uses, approvable by the City Council.</td>
</tr>
<tr>
<td>18.16.050.A</td>
<td>The required density at the conclusion of any subdivision is 6.0 to 8.712 dwelling units per net acre for attached single-family residences and 4.0 to 5.0 dwelling units per net acre for detached single-family residences. This does not alter the current allowance.</td>
</tr>
<tr>
<td>18.16.050.B, C, E, G, and H</td>
<td>Minimum lot width and minimum setbacks are reduced, in some cases subject to City Council approval of a conditional use permit.</td>
</tr>
<tr>
<td>BLMC 18.02.100 and BLMC 18.38.100</td>
<td>Fixes (and moves) wording that has unintentionally allowed duplexes on certain lots</td>
</tr>
</tbody>
</table>

Conclusion
SEPA and all other procedures have been complied with. On 4/19/06 the Planning Commission recommended approval.
"Inconsistency Areas"
where the Comp Plan shows R-2
and the Zoning is R-1
4/19/06 draft as recommended by Planning Commission
ORDINANCE NO. 1190

AN ORDINANCE OF THE CITY OF BONNEY LAKE,
WASHINGTON, AMENDING CHAPTERS 18.02, 18.16, AND
18. 38 OF THE BONNEY LAKE MUNICIPAL CODE AND
ORDINANCES 1137, 747, 746, 740, 1002, 1009, 786, AND 515
TO PUT THE R-2 ZONE ON A DENSITY BASIS RATHER
THAN A MINIMUM LOT SIZE BASIS

WHEREAS, the Bonney Lake Municipal Code encourages duplexes in the R-2 zone by
allowing them to be built at a higher density of dwelling units per acre than single-family
residences in the same zone, but this incentive only applies if both units are on one lot; and

WHEREAS, when two dwelling units are on one lot, usually one or both are not owner-
occupied; and

WHEREAS, this disincentive against owner-occupied units is disadvantageous to
property values because owner-residents have a long-term stake in the community; and

WHEREAS, this disadvantage is removed by putting the R-2 zone on a density basis
rather than a minimum lot size basis as was done with the R-1 zone in 2005; and

WHEREAS, this ordinance is neutral toward density allowances; and

WHEREAS, this ordinance also follows the precedent of the R-1 zone in allowing
flexibility in minimum lot width and minimum building setbacks if approved by the City
Council; and

WHEREAS, this ordinance also repairs an unintentional wording regarding legal non-
conforming lots, strict compliance with which has allowed duplexes to be built on R-2 lots under
10,000 square feet; and

WHEREAS, this amendment is consistent with the Bonney Lake Comprehensive Plan
and the laws of the State of Washington; and

WHEREAS, the City has determined that this proposal does not create a probable
significant adverse impact on the environment and that an Environmental Impact Statement is
not required; and

WHEREAS, the Bonney Lake Planning Commission held a duly advertised public
hearing to receive testimony on this proposal on April 5, 2006;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
WASHINGTON, DO ORDAIN AS FOLLOWS:
Section 1
BLMC 18.16.020 and the corresponding portions of Ordinances 1137 § 3, 747 § 1, 746 § 3, and 740 § 5 are hereby revised to read as follows. The strikethroughs mean deletions, the underlines mean new text.

18.16.020 Uses permitted outright.
The following uses are permitted in an R-2 zone, subject to the off-street parking requirements, bulk regulations and other provisions and exceptions set forth in this code:
A. Residential Uses.
   1. Single-family residences, detached or attached;
   2. Duplexes (two-family residences);
   3. Modular homes on individual lots;
   4. Manufactured homes on individual lots;
   $2$. Accessory dwelling units.
B. Educational Uses.
   1. Elementary schools.
C. Cultural, Religious, Recreational, and Entertainment Uses.
   1. Parks, opens space and trails;
   2. Churches of less than 250 seats; provided the requirements of BLMC 18.22.040 are met.
D. Resource Management Uses.
   1. Agriculture and orchards;
   2. Forestry and tree farms;
   3. Raising of livestock, small animals and fowl; provided the requirements of BLMC 18.22.060 are met.
E. Transportation, Communication, Utilities.
   1. Public utility facility; provided the requirements of BLMC 18.22.050 are met;
   2. Wireless communications facilities are permitted as principal or accessory uses provided the requirements of Chapter 18.50 BLMC are met.

Section 2
BLMC 18.16.040 and the corresponding portions of Ordinances 740 § 5, and 1002 § 4 are hereby revised as follows. The strikethroughs mean deletions, the underlines mean new text.

18.16.040 Uses permitted conditionally.
The following conditional uses are permitted on a lot in this district:
A. Educational Facilities.
   1. Junior high, high schools and junior colleges, public or private.
B. Commercial Uses.
   1. Hospitals; provided the criteria in BLMC 18.22.040 are met.
C. Cultural, Religious, Recreational and Entertainment Uses.
   1. Public and private meeting halls and lodge buildings; provided the criteria in BLMC 18.22.040 are met.
D. Municipal Offices.
Section 3

BLMC 18.16.050 and the corresponding portions of Ordinances 1099 § 18 and 740 § 5, are hereby revised to read as follows. The strikethroughs mean deletions, the underlines mean new text.

18.16.050 Setback and bulk regulations.
The following bulk regulations shall apply to the uses permitted in the district subject to the provisions for yard projections included in BLMC 18.22.080:

A. Minimum Lot Areas Density.
   1. For a single-family residence, modular or manufactured home on a single lot: 8,600 square feet. Required density at the conclusion of any short plat or subdivision shall be 6.0 to 8.712 dwelling units per net acre for attached single-family residences and duplexes and 4.0 to 5.0 dwelling units per net acre for detached single-family residences.
   2. For a duplex residence: 10,000 square feet.

B. Minimum lot width: 55 feet. See also Subsection H of this section.

C. Minimum front setback: 20 feet from the right-of-way line, except State Highway 410 where the setback shall be 55 feet from the right-of-way line. 20 feet for garages, 10 feet for residences. See also Subsection H of this section. In areas where existing right-of-way is insufficient, additional setback may be required by the public works director as necessary.

D. Minimum side yard: five feet, with a total of 15 feet required for both side yards. Five feet (not applicable to property lines where single-family residences are attached).

E. Minimum Rear Setback shall be as follows. See also Subsection H of this section.
   1. Residence: 20 feet except 30 feet for residences on Lake Tapps;
   2. Separated garage or accessory building: 10 feet;
   3. Boathouse, if approved: no rear yard setback.

F. Maximum height: 35 feet above foundations.

G. Maximum lot coverage by impervious surfaces shall be 60 percent. See also Subsection H of this section.

H. In the case of new subdivisions that cluster residences and preserve open space, concurrent with subdivision approval the City may reduce the requirements in subsections B, C, E, and G of this section by up to 50% if indicated by application of the conditional use permit criteria (see BLMC 18.52.020.C). See the list of conditional uses at BLMC 18.16.040.

Section 4

BLMC 18.02.100 (shown here stricken through) and the corresponding portions of Ordinances 786 § 1, and 515 § 4 are hereby repealed.

18.02.100 Exemptions from certain provisions.

Any lot platted prior to March 8, 1967, the date of the initial Bonney Lake zoning ordinance, is exempt from the bulk square footage requirements and width requirements of this zoning code; provided, that such lot shall have not less than 7,200 square feet; and provided further, that such lot shall not have been subdivided.
Section 5
A new section, BLMC 18.38.100, is hereby added to read as follows (shown here underlined).

**18.38.100 Legal non-conforming lots.**
Any legal lot of record, platted prior to March 8, 1967, the date of the initial Bonney Lake zoning ordinance, is exempt from the minimum width, minimum lot size, and maximum density requirements of this zoning code for the purpose of one single-family residence; provided such lot has not less than 7,200 square feet and has not been further subdivided.

Section 6
If any portion of this ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

Section 7
This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five (5) days as required by law.

PASSED by the City Council and approved by the Mayor this ___ day of ______, 2006.

______________________________
Neil Johnson
Mayor

ATTEST:

______________________________
Woody Edvalson, Pro Tem City Clerk,

APPROVED AS TO FORM:

______________________________
James Dionne
City Attorney

Passed:
Valid:
Published:
Effective Date:

M:\Everyone\Planning\Bonney development regulations\2006
Call to Order:
Deputy Mayor Dan Swatman called the April 18th Council Workshop to order at 5:34 p.m.

Roll Call:
Also in attendance were Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Cheryle Noble and Councilmember Jim Rackley. Councilmember Dave King was absent. Mayor Johnson arrived while the meeting was in progress.

Staff members attending were City Administrator Don Morrison, Public Works Director Dan Grigsby, Planning and Community Development Director Bob Leedy, Chief Finance Officer Beth Anne Wroe, Interim Police Chief Buster McGehee, Judge James Helbling, City Attorney Jim Dionne, Administrative Services Director / City Clerk Harwood Edvalson and Assistant City Engineer Doug Budzynski.

Deputy Mayor Swatman moved to excuse Councilmember King from attendance at the meeting. Councilmember Noble seconded the motion.

Motion approved 6 – 0.

Agenda Items:

1. Presentation: AB06-96 - Eastown ULID Update.

Public Works Director Grigsby introduced Assistant City Engineer Budzynski. Assistant City Engineer Budzynski referenced the packet provided to the City Council in the agenda packet. Councilmember Rackley asked if the property owners in the Eastown area have been provided adequate information on the proposed ULID. Director Grigsby responded that the City did have a public meeting prior to starting the study of the area. He said the staff wanted to have maps to show alternatives regarding the extent of a ULID before further discussions with the public.

Assistant City Engineer Budzynski said the City has been talking to consultants about a special benefits study to determine who will benefit from the improvements in the area. He said the staff is looking for direction from the City Council on how to handle the preliminary costs leading up to a ULID. He said if the ULID does not go through, then the City is left with the expenses for preliminary costs.

Director Grigsby said there are two proposed levels for the ULID. One is to just build the required sewer lift station. The second level includes the sewer lift station and the radiating gravity lines to provide service access to all the properties in the proposed improvement district.
Councilmembers again expressed concern that insufficient information was available to property owners. Concern was also expressed that the City will incur significant expenses on preliminary design for the projects without any guarantee of recouping the money. Deputy Mayor Swatman cautioned the City Council about the potential for small business development, and how it may replace the larger development favored by the Council, because it is easier and often more quickly established. Councilmember Hamilton suggested that perhaps the Eastown Comprehensive Plan is sufficiently detailed to direct the growth of the area considered for the ULD.

Deputy Mayor Swatman asked if the bonds issued to fund the proposed ULD would count toward the City’s limit on bonded indebtedness. City Administrator Morrison said he believes it does not. Finance Officer Wroe said she will research the issue and provide an answer. Director Grigsby suggested that Sewer Fund System Development Charges could be used to fund the sewer project if the City wanted to take responsibility for the core sewer project.

A public meeting to provide information based on Engineering’s current estimates for the ULD was proposed for May 3rd or 4th. There was Council consensus to advertise the meeting as a special meeting of the Council to allow as many Councilmembers to attend as are interested. There was also a majority consensus to allow Mr. Frye of Halsan-Frey to speak.

Mr. Raymond Frye, of Halsan-Frey, said that an informal petition has been circulated in the area. He said the information petition indicates approximately 75% of landowners are interested in a ULD project which would cost from 3 – 5 million dollars.

Deputy Mayor Swatman commented that local landowners will be the key to moving any ULD project in this area forward.

At 6:27 p.m., Deputy Mayor Swatman announced a five minute break in the meeting. The meeting was reconvened by Deputy Mayor Swatman at 6:38 p.m.

2. Department Reports.

Community Services Director Leaf gave a brief update regarding projects and events in the City’s parks. He reported this coming Saturday there will be the second annual Parks Appreciation Day Clean-up at Bonney Lake Elementary School and Allan Yorke Parks. He said June 3rd is the tentative date to construct the ½-court basketball court at the Madronna Park property. Director Leaf reported this Thursday there will be a meeting to discuss the park at Lake Bonney. He added that work is being done on IAC grants which are due May 1st. He reported that work at Cedarview Park will continue as budgeted for the year. Improvements will include concrete work for a sidewalk and steps, and work on a basketball court and parking lot. He mentioned work going on for more boat trailer parking just east of City Hall and more general parking at City Hall. He projected that Council will consider contracts for a roof replacement and the Ascent Gateway sign at the first Council meeting in May.

Councilmember Rackley asked about the number of new stalls to be created at City Hall. Director Leaf responded there will be 15 - 20 new stalls. He added the old railroad ties will be replaced and the new parking spaces paved.

Director Leaf reported he and Marian Betzer are representing the City on a County-wide trails advisory committee to coordinate trails between the City and County. He also reported on the
Easter Egg Hunt at Cedarview Park. He said the event was very successful with about 250-300 kids participating.

Senior Center Director Hilberg reported that the Senior Center remodel has been progressing. She told the Council about a seniors group which knits blankets for children in crisis situations under the national Linus program. She said the group has been recognized for crafting over 200 blankets in a year. She reported on a variety of other services and activities of the Senior Center. She highlighted the Senior foot-care program funded by the Senior Advisory Board. She also noted the Board purchased the bunny suit for the Easter Egg Hunt and donated $1,000 toward the purchase of a new McGruff suit.

Center Director Hilberg said May is Older Americans Month and there will be many activities at the Senior Center in May. She suggested that with more advertising, the Senior Center could create greater revenue for rental of the facility. Councilmember DeLeo suggested its availability be advertised on the City’s website.

Director Grigsby summarized his written report. He reported the low bid for the South Prairie Road Improvements Project came in at 30% over the engineer’s estimate, for a total cost of $2,351,895. He said the TIB Grant will cover $959,000 of the cost, but the remainder must be funded by Bonney Lake. He added that the TIB Board may approve an additional $200,000 to $300,000. Responding to Council’s questions about timing for the project, Director Grigsby responded that a re-bid will probably delay the construction start one full year. Councilmember Hamilton asked why the bids were so much more than the engineer’s estimate. Director Grigsby responded that the County is managing the project for the City and is reviewing the details to determine the sources of discrepancy.

Director Grigsby mentioned he sent an email earlier in the afternoon to the Council about the Willow Brook wetlands area. He also mentioned that tomorrow evening he will be discussing the Sewer, Water and Storm Water Comprehensive Plan Amendments with the Planning Commission. He reported the consultants would bring back the Non-Motorized Transportation Plan at the May 2nd Workshop.

Director Grigsby mentioned that the City has received the first $750,000 obtained through Director Leath’s efforts toward the design of 192nd Ave. E. He said the money will be used to design the connection to the 30% design stage as well as to acquire some of the necessary right-of-way. He reported the Klemme driveaway will probably require the construction of a load-bearing wall. He added that a contract for the design will be awarded soon.

Director Grigsby also noted his department would be reporting back to the City Council with additional information on street-lighting and the Puget Sound Energy plan for installation of street lights along SR410.

Councilmember Rackley asked about the 70th Street sight-distance issue with the new construction going on there. Director Grigsby replied that staff has met with the contractors who are aware of what the City expects them to do. He also reported that the Public Works Shops are now working a 4-10 schedule.

Mayor Johnson said he had forwarded some pictures from Deputy Mayor Swatman by email to Director Grigsby showing the streetscape used along portions of Highway 7.

Director Leedy reported that building inspectors are working with a group on the potential use of
a building behind Albertson's on a clothes-for-kids use. He added there are some difficulties with the building. He informed Council that Shannon Mayfield-Porter is now working two days per week for the department on planning projects. He reported construction has started on the City's first senior assisted living facility called Cedar Ridge. He added the Park Place Condominium project is somewhat on the back burner for now, while the developers are working to resolve some issues. Deputy Mayor Swatman asked about the applicability of the 200 ft. shoreline setback. Director Leedy said he is currently uncertain how this applies to the project.

Director Leedy told the City Council that building activity is at a near record pace. He said there are 20-30 base plans in for review at any given time. He said the current vigorous building pace was not anticipated last year. He reported the Washington State Community, Trade and Economic Development Short Course On Planning will be offered here in Bonney Lake on April 26th. He invited the attendance of any Councilmember's interested in participating.

Councilmember Rackley asked about the Hearing Examiner's Report on the Shipman property. Director Leedy responded he anticipated another two weeks before the report is ready. Councilmember Noble asked about the outflow study of Lake Bonney and Lake Debra Jane. Director Grigsby replied the contract has been awarded, but he is not aware if they have actually started the work. Mayor Johnson asked that City Engineer Woodcock provide information on when the project will start.

Councilmember Hamilton asked about the issue of home business occupation raised by Cory Scanlon. Director Leedy responded that the property/business owner in question has not complied with all of the requirements to obtain a business license. He added that a stop work notice was posted on the property. The City Council discussed this issue. Director Leedy said he will instruct his staff to investigate further whether or not business continues to be conducted on the property. He said the next step will be a notice of violation to which fines of up to $1,000 per day can be levied.

Interim Police Chief Buster McGehee reported the Citizens Academy is in full swing. He said nearly all of the participants are citizens of Bonney Lake. He also reported the National Night Out Celebration will be observed in the City on August 1st. Mayor Johnson suggested the Council perhaps not have their Workshop that night so they may participate in the celebration. Chief McGehee reported that the newest police officer will be sworn in at the next Council meeting.

Chief McGehee commented on the latest monthly activity report for the department. He invited the Councilmembers to call with questions. Councilmember Rackley asked about the marked increase in auto thefts. Chief McGehee replied that auto thefts are up as well in Auburn and Puyallup. He said the cars are most often stolen from shopping centers, a few parts stripped out of the cars and then the vehicles dumped somewhere. He noted the courts are letting the criminals go if they are caught just driving a stolen vehicle. He said the courts seem to be requiring the police to catch the thieves in the act.

Mayor Johnson asked for a report on response times using Sumner dispatch. He said the information may figure into the upcoming budget. Councilmember Hamilton asked about a recent situation where a mother came to the Public Safety Building and was unable to get medical attention for her daughter. He said he observed the woman calling on her cell phone. Chief McGehee said a 911 call on the cell phone may wind up with Pierce County or the State Patrol depending on which cell tower handles the call. Councilmember Hamilton said the woman was upset that she never got a response from either the police or fire personnel at the Public Safety

Building. Mayor Johnson said he will share the incident with Fire District Chief Packer. Chief McGehee said the department pays to keep the pay phone active outside the building. He said a 911 call placed on that phone would have reached Sumner Dispatch and would have been a free emergency call. Councilmember Noble noted that it is hard to contact the Fire District personnel after hours.

Chief Finance Officer Wroe said she is getting to know her staff and setting-up her office. She said she is working closely with the City Administrator to come up to speed on finance issues.

City Administrator Morrison said the Finance Department had a farewell luncheon for Interim Finance Director McGovern to thank him for his service. He said a draft procurement code has been distributed to department heads for review and comment. He offered to bring it to the Finance Committee for comment.

City Administrator Morrison reported a website steering committee has been established, and that an ongoing technology committee may result to make recommendations on the City’s level of technology. He also reported that another committee is meeting to discuss the new public works maintenance building. He said a proposal to replace the annex copier will be coming forward. He mentioned other issues will be brought forward for review by the Finance Committee.

City Administrator Morrison reported that Virginia Phelan was promoted to the Records and Information Specialist position that is replacing the abolished Deputy City Clerk’s position. He also noted that Jennie Sage has been promoted into the Customer Service Specialist position in the Community Services Department.

Councilmember Rackley asked about implementation of a 311 service. City Administrator Morrison said the service is being investigated. He added that Information Services Coordinator McEwen is negotiating for the desired Eden upgrades for a package deal.

Councilmember DeLeo asked about the proposed roof replacement for the Public Safety Building. Director Leaf said the specification for the new project is for a 50-year architectural-grade roof. The Council discussed briefly whether or not the Fire District will be participating in the cost of the re-roofing project and the status of contract renegotiations and possible rent for the Fire District space.

Councilmember DeLeo noted that street overlays have been made in front of the Home Depot Store on 214th. He said the overlays on 207th leading to Inlet Island have not been completed. Mayor Johnson asked Chief McGehee to comment on the recent police pursuit. Chief McGehee described the police pursuit of a recklessly driven Jeep. The pursuit ended in Auburn.

Administrative Services Director Edvalson reported a meeting with Databar on the lock box services. He said the go-live date should be June 1st. He said the Human Resources Office is actively working to fill 6 vacancies at this time, with more to be filled as soon as possible.

3. Council Open Discussion.

Java To Go. Deputy Mayor Swatman asked if the new espresso stand at the AM/PM on SR410 and Old Sumner Buckley Highway was reviewed through the Design Commission. Director Leedy responded he will report back with the information.

Easter Egg Hunt. Deputy Mayor Swatman thanked those involved with the Easter Egg Hunt for a
successful event.

Restoration of Setback/Buffer. Deputy Mayor Swatman thanked Director Leedy and his staff for enforcing the setback buffer area behind Cedarview Plaza.

192nd Ave. E. Corridor Information Flier. Deputy Mayor Swatman reported that an informational flier for this design project includes a diagram showing the connection to 189th Ave. E., which is contrary to Council’s decision. Director Grigsby said it was an oversight which will be corrected in the next version.

RFP for Economic Development Study. Deputy Mayor Swatman asked when the Request for Proposals will come forward on the Economic Development Study of the Downtown plan. City Administrator Morrison said it should come forward to the Finance Committee soon.

Comprehensive Plan. Deputy Mayor Swatman asked about the Planning Commission’s consideration of the utilities element of the Comprehensive Plan. City Attorney Dionne said the Commission’s actions are strictly recommendations to the City Council.

Cascadia. Deputy Mayor Swatman asked what the Cascadia commitment to fund the “lion’s share” of the 198th corridor expansion actually means. City Attorney Dionne said in this case the comment means 100% of the project.

Signs to Accompany Radar Trailer. Councilmember Bowen suggested that “Burma shave” style signs might be used to bring attention to posted speed limits in residential neighborhoods. Chief McGeehe said that 80% of speeders in residential neighborhoods turn out to be residents of that neighborhood. Councilmember Bowen added that police can’t be everywhere, but the signs might be an added step to cause people to think about their actions. Councilmember DeLeo said the Public Safety Committee will work on the speeding issues.

Regional Access Mobility Project Meetings. Councilmember Hamilton said he has been attending the RAMP meetings. He said there may be some support to have Bonney Lake make a brief presentation on its transportation issues and impacts. Mayor Johnson suggested a July timeframe for the presentation. Councilmember Hamilton said he will inquire about the possibility.

4. Review of Minutes from April 4th City Council Workshop and April 11th City Council Meeting.

Deputy Mayor Swatman asked that the April 4th minutes reflect the Council’s action to excuse Councilmember DeLeo’s absence. There were no other corrections offered. Councilmember Noble left the meeting at this point.

5. Discussion: AB06-80 - Manufactured Home Amendment.

Director Leedy explained this issue originated with a call from a Cedarview resident whose home was damaged in a wind storm. He wants to replace the home with a new, but not new mobile home. He intends to retire soon and does not want to invest in a new stick-built home. Councilmembers Bowen and DeLeo spoke in favor of an amending ordinance to allow upgrades of mobile homes. Councilmember Hamilton suggested some administrative leeway could be given the Community Development and Planning Department Director to make hardship determinations on a case-by-case basis. Deputy Mayor Swatman and Councilmember Rackley spoke in support of this concept. Director Leedy said a draft ordinance will be brought forward
for Council’s consideration.


City Administrator Morrison said this proposal was discussed previously at the Council retreat and with the Finance Committee. He said an ordinance must be adopted by July for the 2007-2008 biennium. A Council majority spoke in favor of bringing forward an ordinance to establish a biennial budget. Councilmember Bowen asked if the quarterly reports will continue. City Administrator Morrison said they will still be provided. Chief Finance Officer Wroe commented that the City of Tacoma uses a biennial budget process. She added the quarterly reports will help with the mid-biennium budget adjustment.

7. Executive Session.

Under authority of RCW 42.30.110(1)(i), Mayor Johnson announced the City Council will convene in executive session to discuss potential litigation. He said the session will last for 10 minutes. The executive session started at 8:16 p.m. At 8:27 p.m., the session was extended for five minutes. At 8:33 p.m., the session was extended another minute.

8. Adjournment

The regular meeting was reconvened at 8:37 p.m.

At 8:37 p.m., Deputy Mayor Swatman moved to adjourn the meeting. Councilmember Rackley seconded the motion.

Motion approved 6 – 0.

Harwood T. Edvalson, CMC  
City Clerk

Mayor Neil Johnson, Jr.

Documents submitted for/at the Council Workshop of April 18, 2006:

➢ City of Bonney Lake – Public Works Department Current Events-April 18, 2006 – Dan Grigsby, Public Works Director.
I. CALL TO ORDER – Mayor Neil Johnson called the meeting to order at 7:02 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 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 present were City Administrator Don Morrison, Planning and Community Development Director Bob Leedy, Public Works Director Daniel Grigsby, Community Services Director Gary Leaf, Interim Police Chief ‘Buster’ McGehee, Judge James Helbling, Assistant City Attorney Kathleen Haggard and Administrative Services Director / City Clerk Harwood Edvalson.

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

1. Announcements:
   
   Councilmember King announced he will not be able to attend the April 29th Special Council meeting and the May 2nd Council Workshop. He said he has a prior scheduled event on April 29th and will be in Bozeman, MT with his work during the week of May 2nd. He also mentioned that the Pierce County Regional Council proposed changes to the Interlocal Agreement have been forwarded for ratification by the member agencies. He said he will report in more detail later in the meeting.

2. Appointments:

   Judge Helbling administered the Oath of Office to new Police Officer John Ford.
   Mayor Johnson read a brief bio of Officer Ford.

3. Presentations: None.

D. Agenda Modifications: None.
II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE


B. Citizen Comments:

Pat Miller, 19205 79th St. Pl. E., referenced his remarks on SR410 and Old Sumner Buckley Highway traffic improvements made at the last Council meeting. He passed out 4 pages of proposed changes to the Transpo plan proposed for the improvements. He also referenced the diagrams and color copies previously distributed before the meeting. He proposed a five-way traffic signal and lane reconstructions as solutions to the access problems to businesses near the major intersection improvements.

Deputy Mayor Swatman and Councilmember King asked for clarification of his proposals. Councilmember King said he would love to see the City's engineers take a look at the proposals. He added it is important to preserve the higher anticipated capacity vehicles turning left off of SR410 onto Old Sumner Buckley Highway.

Louisa Smith, 20112 Church Lake Rd., pointed out that the City has acquired good police officers from the Cities of Buckley and Orting, as well as those recently obtained from the State Patrol. She also told the Council that parking was congested this evening at Allan Yorke Park, and has been for years during good weather. She suggested the Council make provision on the Moriarty property for additional vehicle and boat-trailer parking.

Norm Coates, 6825 181st Ave. E., reminded Council his residential property is the one with the CD Excavating Sign displayed above SR410. He expressed frustration with his inability to have contact with Director Leedy or other officials to discuss the situation and come to some compromise. He said the vehicle which the sign is on was moved for a short while, but has been moved back within public sight until his concerns are addressed. He pointed out new signs which he feels are in violation of the sign code.

Mayor Johnson assured Mr. Coates that a meeting will be set up. Councilmember King asked Mr. Coates if he intends to maintain the current non-conforming display in his yard until all the other non-conforming signs in the City are corrected. Mr. Coates responded that the sign display is a result of his anger at not being able to have contact with City officials.

Raymond Frey, Halsan-Frey, 12356 Northup Way, Bellevue, said he has been speaking to the Eastown property owners. He said he has yet to come across anyone opposed to the ULID. He added they have property owner signatures on an informal petition representing 50% of the land in the proposed ULID area. He anticipates having 75% participation in the next week or two. Mr. Frey said the group is anticipating a ULID of between four and five million dollars based on preliminary figures from the Public Works Department.
Councilmember Bowen asked if an informational meeting has been scheduled. Director Leedy responded that his staff is working on May 10th or 11th for the meeting. Deputy Mayor Swatman thanked Mr. Frey for his work to contact the property owners.

Rick Geinger, 11919 Canyon Rd. E., Puyallup, suggested that the informational meeting be held a week later to assure good contact with the property owners. He offered to provide contact information for the property owners. Mayor Johnson directed that the meeting be set for May 17th at 6:30 p.m.--the location to be determined.

Michael Baake, 3907 176th Ave. E., said he has been the owner of Bonney Lake Auto Parts for the past 14 years. He said the proposed traffic revisions will impact his ability to provide a place for charitable car washes, which he estimates has garnered local charities between 40 – 50 thousand dollars. He said the City’s current proposed street improvements impacting customer access will force his business to close. He urged the Council to consider the recommended solutions mentioned by Pat Miller.

Sharilyn Anderson, 18207 74th St. E., expressed appreciation for the Council’s support over the last 3 years for the conservation of Lake Bonney. She noted the Council made themselves available to work with the residents on their issues and the possibilities for the lake.

Dan Decker, 20401 70th St. E., said he hopes the Council will carefully look at the access issues for Myers Road, 182nd Avenue East, SR410 and Old Sumner Buckley Highway improvements. He said the access to 182nd Ave. E. needs to be preserved for the businesses and homes in the immediate area.

C. Correspondence: None.

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

Motion approved 7 – 0.

III. COUNCIL COMMITTEE REPORTS:
[A3.6.4]

A. Finance Committee
Deputy Mayor Swatman said the Finance Committee met earlier in the evening and discussed the following:
1. Resolution 1562 – a contract for re-roofing the Public Safety Building;
2. Resolution 1563 – a contract for work on the Ascent Gateway;
3. Resolution 1568 – an agreement for leasing the concession stand;
4. Resolution 1569 – a purchase agreement for a new copy machine at the City Hall Annex;
5. Resolution 1570 – a maintenance agreement for the copy machine;
6. Resolution 1571 – a resolution to declare the old copy machine surplus.

He said the Committee also discussed the service fee pass through for processing credit card payments for utility payments. The Committee also received an update on efforts to fill position vacancies. He said they also anticipated an update soon on the Economic Development/Downtown Plan grant or services agreements.

B. Community Development Committee
Councilmember Rackley said the Community Development Committee met on April 17th. He said the Committee forwarded the following five items to the Council agenda:
1. Resolution 1556 – a water developers extension agreement;
2. Resolution 1564 – a personal services agreement with Parametrix for design of the 192nd Ave. E. Corridor;
3. Resolution 1565 – authorizing an agreement with DDJ Construction for the South Prairie Road Water Main Replacement Project;
4. Resolution 1566 – an agreement with Madsen Electric for the Tacoma Point Well #6 Soft Start Upgrade;
5. Resolution 1567 – an agreement with Everson’s Econo-Vac, Inc. for Video Inspection of Sewer Mains.

He said the Committee also met on April 24th for one hour for a discussion with a limnologist. He said the consultant will provide short term/long term goals in a future report.

C. Public Safety Committee
Councilmember DeLeo said the Public Safety Committee met on April 17th to discuss Code Enforcement issues and difficulties with existing ordinances. He said the City Attorney will bring back proposed code changes.

D. Other Reports:
Councilmember King reported on the Pierce County Regional Council of April 20th. He said they reviewed six recommended projects to compete for funding at the Puget Sound Regional Council level for $53 million in STP & CMAQ funds. He said the projects represent those from Tacoma, Pierce County, the Port of Tacoma and Pierce Transit. He said the competition for projects is so fierce that the PCRC anticipates only one or two of the six projects will be funded.

Councilmember King informed Council he and Councilmembers Bowen and DeLeo attended the Washington State Summit for Bird Flu Pandemic. He said the experts agree that the standard emergency preparedness programs will still be effective for this potential emergency situation. He said the experts identified an additional need to teach children to wash their hands and to cough into a handkerchief to reduce the potential for transmission of the flu should it mutate to a human transmissible form.
Councilmember Rackley noted that a recent special predicted 40 million people contracting the flu. Councilmember DeLeo noted continued receipt of standard flu shots is important to keep the vaccine manufacturers in business.

IV. CONSENT AGENDA: [A3.6]

Councilmember Rackley moved to approve the Consent Agenda. Councilmember King seconded the motion.

A. Approval of Meeting Minutes: Approval of Minutes from April 4, 2006 City Council Workshop and April 11, 2006 City Council Meeting.

B. Checks/Vouchers: Accounts payable checks/voucher #43606 thru #43717 and wire transfer #1899270 in the amount of $791,194.23. Accounts payable checks/voucher #43718 thru #43719 for utility refunds in the amount of $216.43. [F4.9]

C. Payroll: Payroll for April 1st-15th, 2006 for checks 24803-24842, including Deposits and Electronic Transfers in the amount of $260,055.09. [F4.9]


F. AB06-98 – Resolution 1565 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With DDJ Construction Co., Inc. For The South Prairie Road East Water Main Replacement Project. [O4.10.2]

G. AB06-99 – Resolution 1566 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Madsen Electric For The Tacoma Point Well #6 Soft Start Upgrade. [O4.10.1]

H. AB06-100 – Resolution 1567 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Everson’s Econo-Vac, Inc. For The Video Inspection Of Sewer Main. [O4.5.1]

Motion approved 7 – 0.

V. FINANCE COMMITTEE ISSUES:
A. **AB06-102 – Resolution 1568** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Jeanine Merrit To Operate The Concession Stand At Allan Yorke Park For May 2006 Until April 2007. [05.6]

Councilmember Rackley moved to approve Resolution 1568. Councilmember DeLeo seconded the motion.

Motion approved 7 – 0.

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

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

VIII. **FULL COUNCIL ISSUES:**

A. **AB06-104 – Ordinance 1188** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Amending Chapter 15.08 Of The Bonney Lake Municipal Code, Relating To Replacement Of Manufactured Homes In Residential Zones. [A3.5.5]

Councilmember Noble moved to adopt Ordinance 1188. Deputy Mayor Swatman seconded the motion.

Motion approved 7 – 0.

B. **AB06-103** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Designating Voting Delegates To The 2006 Association Of Washington Cities Annual Conference. [A1.1.4] [A3.6.10]

Councilmember Noble moved to appoint Deputy Mayor Swatman and Councilmembers DeLeo and Rackley as voting delegates. Councilmember Hamilton seconded the motion.

Motion approved 7 – 0.

IX. **EXECUTIVE SESSION:** None.

X. **ADJOURNMENT**

At 8:20 p.m., Deputy Mayor Swatman moved to adjourn the meeting. Councilmember Noble seconded the motion.

Motion approved 7 – 0.
Documents submitted for or at the Council Meeting of April 25, 2006:

- City of Bonney Lake – Memo: *Cory Scanlon Complaint – Home Occupation* – Bob Leedy, Director of Planning and Community Development.
- Windermere Real Estate/Lake Tapps, Inc. – *Color Photos and Diagrams – SR410/182nd Ave. E./184th Ave. E.* – Ken Freed, Realtor
Accounts payable checks/voucher #43720 thru #43844 (voiding check/voucher # 43799) in the amount of $539,203.31.

Accounts payable checks/voucher #43845 thru #43876 for utility refunds in the amount of $2,737.18.
PAYROLL CERTIFICATION
2006

Payroll for April 16-30th, 2006 for checks 24845-24891, including Deposits and
Electronic Transfers in the amount of $379,487.87.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Don M./Beth Anne Wroe
Council/Wrkshp Mtg Date: 4/18/05
Ordinance Number: 1187
Resolution Number: 
Agenda Bill Number: AB06-101
Councilmember Sponsor: 

BUDGET INFORMATION

2006 Budget Amount
Required Expenditure
Impact
Remaining Balance

Explanation NA

Agenda Subject: Establishing a biennial budget process for the City of Bonney Lake.

Administrative Recommendation: Adopt as written.

Background Summary: This ordinance authorizes the City to change from an annual budget cycle to a biennial budget cycle. RCW 35A.34.040 requires that a city wishing to make such a change must pass an ordinance establishing a biennial budget no later than six months prior to the beginning of a fiscal biennium. The next fiscal biennium begins on January 1, 2007. Therefore, an ordinance authorizing the change must be effective prior to July 1, 2007. While the ordinance has an effective date of 1/1/07, it needs to be enacted prior to July 1, 2006 to meet the statutory requirements. The ordinance also requires the City to conduct a mid-biennium budget review between September 1 and December 31 of the first year of the biennium. Any budget modifications resulting from the mid-biennium review must be adopted by ordinance. The City anticipates that moving to a biennial budget system will reduce the time and effort devoted to budget preparation over the two-year biennial cycle, thus enabling the city to devote more attention to strategic issues not immediately impacting the budget.

Council Committee Dates: Commission Dates: Board/Hearing Examiner Dates:
Finance Committee: 4/11/06; 4/25/06
Planning Commission:
Public Safety Committee: Civil Service Commission:
Community Development & Planning Committee: Council Workshops:
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:

Signatures:
Dir Authorization Mayor: Date City Attorney Reviewed:
ORDINANCE NO. 1187

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AMENDING CHAPTERS 2.04 AND 3.92 OF THE BONNEY LAKE
MUNICIPAL CODE AND ORDINANCE NOS. 917 AND 1061, AND
ADDED A NEW CHAPTER 3.96, RELATING TO BIENNIAL
BUDGETS.

WHEREAS, the City currently prepares and manages its budget on an annual
basis; and

WHEREAS, Ch. 35A.34 RCW authorizes code cities to establish a two-year
fiscal biennium budgeting cycle; and

WHEREAS, the City wishes to benefit from the reduced expenditure of time and
effort that can result from preparing and managing its budget on a biennial basis;

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

Section 1. A new BLMC Chapter 3.96 is hereby added, entitled “Biennial
Budget,” and a new BLMC section 3.96.010 is hereby added to read as follows:

The City hereby establishes a two-year fiscal biennium budget as authorized by
RCW 35A.34.040. The budget for the fiscal biennium beginning January 1, 2007
and all subsequent budgets shall be prepared, considered, adopted and managed
according to the provisions of this Chapter and Chapter 35A.34 RCW, which is
hereby adopted by reference.

Section 2. A new BLMC section 3.96.020 is hereby added to read as follows:

Pursuant to RCW 35A.34.130 the Council hereby provides for a mid-bienniel
review and modification of the biennial budget, which shall occur no sooner that
eight months after the start nor later than the conclusion of the first year of the
fiscal biennium. The City Administrator shall prepare and distribute the proposed
budget modification to the members of the City Council. The proposed budget
modification shall be a public record and copies shall be made available to the
public on request. A public hearing shall be held on the proposed budget
modification. Any modification of the adopted biennial budget shall be approved
by ordinance.

Section 3. BLMC section 2.04.350 and the corresponding portion Ordinance
No. 1061 § 1 are hereby amended to read as follows:
3.92.010 City clerk duties and deputy city clerk duties.

The city clerk or deputy city clerk shall distribute copies of the proposed agenda, with all the required documentation to each member of the council, the mayor and the city attorney or assistant city attorney and other councils, boards or commissioners when applicable, by noon on Friday preceding the meeting. Agenda packets shall be distributed to the councilmember’s mailboxes at City Hall, except in the case of emergency meetings (see BLMC 2.04.100, Emergency council meetings).

The city clerk shall normally include draft copies of the minutes from the previously held council meetings in the council workshop agenda packets for review and any necessary corrections prior to adoption at the following council meeting.

The city clerk shall be responsible for providing each new councilmember with current copies of the Bonney Lake Municipal Code, council policies and procedures manual, city reference manual and city comprehensive plans and copies of Chapter 35A.12 RCW, Mayor-Council Form of Government, and Chapter 35A.33 35A.34 RCW, Biennial Budgets in Code Cities of the RCWs.

Section 4. BLMC section 3.92.010 and Ordinance No. 917 § 1 are hereby amended to read as follows:

3.92.010 Created.

Pursuant to RCW 35A.33.145 35A.34.250, there is created a contingency fund to provide moneys with which to meet any city expense, the necessity or extent of which could not have been foreseen or reasonably evaluated at the time of adopting the annual biennial budget, or from which to provide moneys for emergencies under RCW 35A.33.080 35A.34.140 and 35A.33.090 35A.34.150. The contingency fund may be supported by a budget appropriation from any tax or other revenue source not restricted in use by law, or may be supported by a transfer from other unexpended or decreased funds by ordinance. The total amount accumulated in the contingency fund at any time shall not exceed the equivalent of $0.375 per $1,000 of assessed valuation of property within the city at such time. Any moneys in the contingency fund at the end of the fiscal year biennium shall not lapse except upon re-appropriation by the council to another fund in the adoption of a subsequent budget.

Section 5. The city clerk shall sign and file with the adopting ordinance a copy of the statutes and regulations referenced herein and shall also file and maintain in the city clerk’s office one copy of each of the adopted laws in the form in which they were adopted for use and examination by the public.

Section 6. This Ordinance concerning powers vested solely in the Council, it is not subject to referendum, and shall take effect five (5) days after its passage, approval
and publication as required by law; provided, that this Ordinance shall not take effect prior to January 1, 2007.

**PASSED** by the City Council and approved by the Mayor this ___ day of ______, _____.

__________________________
Nielan H. Johnson, Jr.
Mayor

ATTEST:

__________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne
City Attorney

Passed:
Valid:
Published:
Effective Date:
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Chuck McEwen
Council Meeting Date: May 9th 2006
Agenda Item Number: 06-105

Ordinance Number: 
Resolution Number: 1569
Councilmember Sponsor: 

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8000.00</td>
<td>$5,826.50</td>
<td>$5826.50</td>
<td>$2178.50</td>
</tr>
</tbody>
</table>

Explanation: This is for a 60 month $1 buyout lease agreement with Copiers Northwest for a Canon C-5870U copier to replace the current copier at the Annex. Lease costs will be split between Planning & Community Development Department (25% 001.058.558.00.045 & 25% 001.059.559.60.045), and Public Works Department (50% 041.034.534.50.045).

Agenda Subject: Copiers Northwest Lease Agreement.

Administrative Recommendation:
Recommend approval. The alternative would be to procure a less expensive copier, procure on a lease only basis (no buyout provision would reduce costs $60/mo., or increase the budget and purchase the machine outright ($18,751 plus tax).

Background Summary:
The Current Canon NP6551 at the Annex over the last two years has had repeated mechanical failures and replaced parts due to heavy volume. Parts for this copier have become ever increasing difficult to find, and the copier has been down for maintenance for extended periods of time. Due to the volume of copies at the Annex and the need for a reliable, stable copier platform the Annex staff and the IS Coordinator reviewed the Annex current and future needs for a copier. This Copier is a multi-function platform which will provide, network push scanning, Faxing, and Color & B&W copying up to 12"x18". This copier will replace the current Canon NP6551 copier, Annex Fax machine, Color LaserJet printer, and Wide format inkjet printers at the Annex. Prices were secured on other machines. This unit appears to best fit the City’s needs and the most cost/effective alternative.

Council Committee Dates:
Finance Committee: 4/25/06
Public Safety Committee: 
Community Development & Planning Committee: 2/03/03
Council Workshop: 

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:
Dept. Dir. Mayor Date City Attorney reviewed Standard contract
RESOLUTION NO. 1569

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT FOR A CANON C-5870U COPIER, 60 MONTH LEASE WITH 0 DOWN AND $1.00 PAY-OFF.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to execute a lease agreement for one Canon C-5870U copier.

PASSED by the City Council this 9th day of May, 2004.

__________________________
Neil Johnson, Mayor

ATTEST:

__________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
City of Bonney Lake  
PO box 7380 19306 Bonney Lake Bvld  
Bonney Lake Wa. 98391  
253 447-4301  

Attn Chuck McEwen

Equipment Sheet with Pricing

Canon C-5870U mainframe $11,267
R-1 stapling finisher $2,052.00
M-1 hole punch $543.00
G3 fax port $778.00
U-1 lcc paper deck $1,691.00
L-1 PCL\PS print kit $2,914.00
PDF compression kit $604.00

Equipment Total $19,851.00
Trade-in NP6551 $1,100.00

Purchase amount $18,751.00+tax
 Lease rate as of April 1st .0238, 60 month Program
Monthly Payment 0 down with a $1.00 pay-off $446.27+tax per mo.

Service and Supply cost per copy (see bid)

Account Manager Ron Barber

Office phone 253-926-3003
Cell 253-606-8267
E-mail rbarber@copiersnw.com

"The Official Canon Equipment Provider to Seattle's Professional Teams"
<table>
<thead>
<tr>
<th>QTY</th>
<th>PRODUCT NO.</th>
<th>DESCRIPTION</th>
<th>SERIAL NO.</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>*</td>
<td>CA-5870 UV System</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*</td>
<td>Equipment Configuration (See Attached)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes $100 Trade-in for NPB51</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*</td>
<td>Service and Supply See Attached</td>
<td></td>
<td></td>
<td></td>
<td>$446</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF TRADE-IN:**

- Maintenance Agreement - YES (See Maintenance Agreement attached) NO

**TERMS:** COPIERS NORTHWEST, INC. (Seller) retains title to all equipment and supplies listed above until purchase price is paid in full. In the event Buyer defaults in payment, Buyer remains liable for this debt and the payment of any legal fees or other costs incurred in any action to collect this debt. Buyer gives Seller security interest in the property purchased in this agreement. Refer to warranty and limitations on reverse side.

This is a binding order, not subject to cancellation. This order cannot be changed except in writing by an officer of COPIERS NORTHWEST, INC.

**BUYER'S AUTHORIZED SIGNATURE**

- [Signature]

**DATE**

**COPYMERS NORTHWEST MANAGER'S APPROVAL**

- [Signature]

**DATE**

---

**PERFORMANCE GUARANTEE**

Guarantees apply to new equipment continuously covered by our Full Service & Supply Program as long as your account is kept in good standing.

1. **Lifetime Guarantee** - Your equipment is guaranteed to perform to manufacturer's specifications for as long as you own it! If we are not able to repair your equipment in your office, we will provide you with a free temporary replacement until the repair has been completed. If your equipment cannot be repaired, we will replace it with equipment of equal or greater capabilities at no additional charge.

2. **98.8% Uptime Guarantee** - Your equipment will be up and running during normal business hours (8 - 5 Monday thru Friday, except holidays) an average of 98.8% of each month. If during any 90-day cycle, your equipment fails to meet this standard, you will receive a 10% credit towards your next equipment or supply purchase from Copiers Northwest.

3. **Equity Guarantee** - When you need more sophisticated equipment, your investment can be used again with your Equity Value based on a percentage of your original purchase. When you trade in your original equipment, this Equity Value will be deducted from the manufacturer's new equipment price.

   Number of months Since Purchase / Equity Value = 0-3/100%  4-12/60%  13-24/50%  25-36/25%  37+/10%

4. **Supplies Guarantee** - Our supplies meet all rigid manufacturer's specifications. Supplies are competitively priced and kept in our inventory for prompt shipment.

5. **Training Guarantee** - We guarantee to provide equipment training and retraining at no additional charge.

6. **ESP Program** - Eliminate Service Problems with our Pro-Active Service Program (see qualifications on separate page).

**THE PERFORMANCE GUARANTEE:** Accepted [X] Declined [ ]
WARRANTY AND LIMITATIONS THEREOF

Copiers Northwest, Inc. warrants that the equipment sold pursuant to this equipment order will be free of defects in workmanship and materials for a period of ninety (90) days from the date of delivery. This warranty does not cover defects or damage resulting from in-transit handling, negligence or improper operation or maintenance of equipment by Purchaser.

Should any failure to conform with this warranty appear within ninety (90) days, Copiers Northwest, Inc. shall upon notification, correct such nonconformity. Said correction, at Copiers Northwest, Inc.'s option, shall be made either by repairing any defective part or parts, or by making available a repaired or replaced part.

This warranty is in lieu of all warranties of merchantability, fitness for a particular purpose, or other warranties, express or implied, except the warranty of the title and the warranty against patent infringement. This warranty does not cover consequential damages.

Buyer warrants that he has examined the above described goods or a sample or model thereof. Buyer does not rely on any warranty with regard to defects which said examination, under the circumstances thereof, ought to have been revealed to him.

No warranties have been made by Seller in reference to the above described goods unless expressly included in this written sales agreement between Buyer and Seller.

Copiers Northwest, Inc. shall have no obligation to make ordinary changes to toner, paper or developer, or to install equipment accessories or to repair or replace equipment in the event that repair or replacement are required due to abuse, accident, theft or damage to the machine caused by repairs performed by someone other than an authorized Copiers Northwest, Inc. representative.

[Signature]

[Date]
**Copiers Northwest**

**Agreement #**

**Supplier:** Copiers Northwest, Inc.

601 Dexter Avenue North
Seattle WA 98109 King

**Customer:** City of Bonney Lake

P.O. Box 7850, P.O. Box 5831, City of Bonney Lake, W.A. 98391 Phone

<table>
<thead>
<tr>
<th>Make / Model / Accessories</th>
<th>Serial No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canon C-5870E</td>
<td>$446</td>
</tr>
</tbody>
</table>

**Total $446**

**TRANSACTION TERMS:**

Term: 60 Months

Equipment Location (if different from Customer address above)

Customer Contact

Telephone 252

We have written this Agreement in plain language because we want you to understand its terms. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have. The word “Agreement” means this FlexPlan Program Agreement. The words “you” and “your” mean the Customer named above. The words “we”, “us”, and “our” refer to the Owner named below. The abbreviation “CWI” refers to Copiers Northwest, Inc.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROVIDED THAT YOU ARE NOT IN DEFAULT UNDER THE AGREEMENT, YOU WILL HAVE THE OPTION TO UPGRADE THE EQUIPMENT INTO A NEW AGREEMENT. THE BALANCE DUE ON THIS AGREEMENT WILL BE REFUNDED INTO A NEW AGREEMENT WITH SUCH BALANCE DETERMINED BY US BUT NOT TO INCLUDE AN EARLY TERMINATION PENALTY. THIS AGREEMENT WILL ALSO BE SUBJECT TO YOU ACQUIRING THE NEW EQUIPMENT FROM COPIERS NORTHWEST, INC. AND SUBJECT TO OUR CREDIT APPROVAL. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS AGREEMENT. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE OWNER WAS ACCEPTED AND EXECUTED THIS AGREEMENT. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS LOCATED WHERE THIS AGREEMENT IS ACCEPTED AND EXECUTED BY OWNER.

**ACCEPTED BY:**

(legal name)

BY: ____________________________  (Printed Name and Title)

DATE: ___________________________

FED TAX ID:

**CUSTOMER:**

(legal name)

BY: ____________________________  (Printed Name and Title)

DATE: ___________________________

**UNCONDITIONAL GUARANTY**

In consideration of Owner entering into the above Agreement in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Owner, its successors and assigns, the prompt payment and performance of all obligations under the Agreement. We agree that (a) this is a guaranty of payment and not of collection, and that Owner can proceed directly against us without disposing of any security or seeking to collect from Customer, (b) we waive all defenses and notices, including those of protest, presentment and demand, (c) Owner may renew, extend or otherwise change the terms of the Agreement without notice to us and we will be bound by such changes and (d) we will pay all of Owner's costs of enforcement and collection. This guaranty survives the bankruptcy of Customer and binds our administrators, successors and assigns. Our obligations under this guaranty continue even if Customer becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Customer in the event we must pay Owner. THIS GUARANTY WILL BE GOVERNED BY THE SAME STATE LAW AS THE AGREEMENT. WE AGREE TO JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS IN THE SAME STATE AND COUNTY.

**PERSONAL:**

<table>
<thead>
<tr>
<th>By</th>
<th>Individually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Individually</td>
</tr>
</tbody>
</table>

**Social Security Number:**

**Witness:**

<table>
<thead>
<tr>
<th>By</th>
<th>Individually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Individually</td>
</tr>
</tbody>
</table>

**Social Security Number:**

**Witness:**

[Signature]
**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>
</tr>
</thead>
<tbody>
<tr>
<td>Chuck McEwen</td>
<td>May 9&lt;sup&gt;th&lt;/sup&gt; 2006</td>
<td>06-106</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ordinance Number</th>
<th>Resolution Number</th>
<th>Councilmember Sponsor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1570</td>
<td></td>
</tr>
</tbody>
</table>

### BUDGET INFORMATION

<table>
<thead>
<tr>
<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8,000.00</td>
<td>$1,554.00</td>
<td>$1,554.00</td>
<td>$6,446.00</td>
</tr>
</tbody>
</table>

**Explanation:** This is for a Maintenance agreement billed Quarterly for service and support of a new Canon C-5780U copier for the Annex. Current usage of 4000 pages per quarter is expected to rise due to network printing and faxing capacity. At current usage the per copy charge would be an additional $32.00/quarter

### Agenda Subject:
Copiers Northwest Maintenance agreement.

### Administrative Recommendation:
Recommend approval.

### Background Summary:

Attached is the standard Maintenance agreement for one Canon C-5780U copier.

---

**Council Committee Dates:**
- Finance Committee: 4/25/06
- Public Safety Committee:  
- Community Development & Planning Committee:  
- Council Workshop:  

**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:  
- Council Tabled Until:  

**Signatures:**
- Dept. Dir.
- Mayor
- Date City Attorney reviewed Standard contract
RESOLUTION NO. 1570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT FOR QUARTERLY MAINTENANCE AGREEMENT WITH COPIERS NORTHWEST TO SUPPORT TWO CANNON COPIERS.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to execute a maintenance agreement for one Canon C-5780U Copier.

PASSED by the City Council this 9th day of May, 2006.

________________________
Neil Johnson, Mayor

ATTEST:

________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

________________________
James Dionne, City Attorney
FULL SERVICE & SUPPLY PROGRAM
MAINTENANCE AGREEMENT

Start Date: ______________________
Beginning Meter: ________________
Term: □ Year to Year ___ Years

Bill To: City of Bonney Lake
To Box 7380
Bonnalee We 98391

Equipment Location:
To Box 7380
Bonnalee We 98391

The agreement below covers emergency calls, as well as routine preventive maintenance calls during normal business hours. Coverage period is for the number of copies specified or for one year, whichever comes first. Renewal is automatic unless Copiers Northwest is notified in writing 30 days in advance of expiration.

Full Service & Supply Program—Color Copier / Printers
This agreement covers all parts, labor, consumable supplies (except paper), including toner and developer, drum and fuser rollers. Staplers are not included.

<table>
<thead>
<tr>
<th>Monthly Base Fee</th>
<th>Min. No. Black Copies Per Month</th>
<th>Min. No. Color Copies Per Month</th>
<th>Color Cost Per Copy</th>
<th>Black Cost Per Copy</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>10K TO 20K</td>
<td>500</td>
<td>$.49</td>
<td>$.60</td>
</tr>
</tbody>
</table>

BILLING FREQUENCY
□ BASE MONTHLY /
□ QUARTERLY. In Advance
□ OVERAGES QUARTERLY
□ MONTHLY, Billed in Arrears on Usage

Excess Copies Billed Next Quarter

P.O. NO. ______________________
ACCOUNT NO. ________________
SALES REP. ___ BV ___

EQUIPMENT COVERED

MAKE / MODEL
Canon C-13870U System

TYPE

SERIAL NO.

CNW LD. NO.

SPECIAL INSTRUCTIONS: Total monthly Base Charge. #179 00 Tax

The Provisions on page 2 of this contract are incorporated in and made part of this Agreement.

CUSTOMER ACCEPTANCE

Signature X
Title
Date

COPIERS NORTHWEST, INC.

Representative
Title
Date

Authorized signature acknowledges terms, conditions, expiration dates and meter readings.
MAINTENANCE AGREEMENT PROVISIONS

1. PURPOSE
This agreement covers the cost for adjustments, repairs, and replacement of parts necessitated by normal use of the equipment and as specifically provided. This agreement shall not apply if equipment is lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water casualty or any other natural force and any loss or damage (direct or consequential) occurring from any of the foregoing is specifically excluded from this agreement. Copiers Northwest shall not be responsible for delays or inability to provide service calls due to strikes, accidents, embargoes, Acts of God, or any other event beyond its control. The use of unauthorized parts, components, modifications or personnel to effect repairs or changes may cause this agreement to be null and void.

2. TERMS
Payment of this invoice constitutes acceptance of these provisions in full. Copiers Northwest may adjust the rate periodically after the first 12 months. Payment terms are net 10 days from the beginning date of this agreement and, this agreement, at the option of Copiers Northwest may become null and void due to lack of payment within 10 days from the beginning date of this agreement, and any services rendered during that period will be charged separately.

3. LIABILITY
Customer agrees that Copiers Northwest shall not incur any liability to customer for any loss of business, loss of products, or any other damages, direct, indirect or consequential, resulting to the customer by reason of any non-performance or defective performance by Copiers Northwest under this service agreement.

4. AMENDMENTS
Verbal agreements are not part of this agreement. No one is authorized to change, alter, or amend the terms or conditions of this agreement unless agreed to in writing by an officer of Copiers Northwest, Inc.

5. PRE-INSPECTION
The equipment for which this agreement is intended is subject to an inspection prior to becoming effective. If maintenance or service is required to bring the equipment up to serviceable standards then additional charges will be made based on the parts and labor necessary to render the equipment serviceable.

6. RENEWAL / CANCELLATION
The contract is deemed to be automatically renewable 30 days prior to expiration unless written notice declining this offer is received by Copiers Northwest at least 30 days prior to expiration. Copiers Northwest may decline to renew this agreement. In the event buyer defaults in payment, buyer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt. Charges relative to this agreement are not refundable either partially or in full. If customer cancels this agreement, the cancellation fee will be the average monthly volume for the last 12 months multiplied by the cost-per-copy multiplied by the number of months remaining of the agreement.

7. RELOCATION / TRANSFER
This agreement is assigned to the equipment at the location specified and is transferable only if the equipment should be relocated to another area within the same service zone. However, any cost that may be involved in the relocation of the equipment specified is not covered by this agreement. Any damage caused by a non-Copiers Northwest employee will be chargeable. If title of equipment is transferred, this maintenance agreement is null and void. If customer purchases a new machine from Copiers Northwest, the unused portion of the maintenance agreement may be applied to the new equipment.

8. TRAINING
To insure proper operation, Copiers Northwest will provide training on the use and care of copying equipment. It is the customer's responsibility to insure Copiers Northwest is properly notified of any training requirement because service calls resulting from misuse of the machine by untrained personnel will be charged separately.

9. KEY OPERATOR
The customer agrees to make available and designate a suitable key operator for training in the use of this equipment. Should the employment status of designated operator change so as to affect operator's availability to perform this assignment, the customer shall inform Copiers Northwest to insure retraining.

10. METER READINGS
The customer agrees to provide meter readings at the request of Copiers Northwest, Inc.

11. MAINTENANCE
Execution of a maintenance agreement service call will be made during normal business hours and on the equipment and installation specified on this agreement. Work requested to be done outside Copiers Northwest's normal working hours will be billed at the then current after-hours rate.

12. SUPPLIES
The equipment under this agreement will give excellent performance with supplies which have been proven and tested by Copiers Northwest. Sufficient black toner will be furnished to supply normal copy yields as suggested by the manufacturer. If Maintenance Agreement customers use supplies other than those provided by Copiers Northwest, and if such supplies result in excessive service calls or are clearly not compatible with the equipment, then the coverage under this agreement may not apply, and you may be charged for all parts and labor needed.

13. SHOP REPAIR / LOANER
If a shop repair is necessary because normal repairs and parts replacement cannot keep a unit in a satisfactory operating condition, Copiers Northwest will provide a loaner machine to the customer at the current per copy rate.

14. RECONDITIONING
If a shop reconditioning is necessary because normal repairs and parts replacement cannot keep a unit in satisfactory operating condition or the unit has reached the manufacturer's recommended overhaul interval, Copiers Northwest will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If Customer does not authorize said overhaul, Copiers Northwest may discontinue service of the equipment without refund of the unused portion of this agreement or Copiers Northwest may refuse to renew this agreement upon expiration.

15. CONNECTED PRODUCTS
Connected products (peripherals) of any type are not included with this agreement unless customer has selected connection monthly base fee. All software support and peripherals including but not limited to Fiery, HotSpur, or other interfaces of any type are not included in this maintenance agreement. All software and connectable product support will be billed at $125.00 per hour plus travel and materials.

16. ELECTRIC SERVICE
Customer agrees to provide a dedicated circuit and a surge protector for the copier. Not having this dedicated circuit and surge protector will impair the ability of the service department of Copiers Northwest by causing excessive service calls. If a dedicated line and a surge protector is not installed for the copier, Copiers Northwest has the option of increasing the cost of this maintenance agreement. In the event a problem occurs due to inadequate electric service, charges for service will be billed until the problem is corrected.

<table>
<thead>
<tr>
<th>CUSTOMER ACCEPTANCE</th>
<th>COPIERS NORTHWEST, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature <strong>X</strong></td>
<td>Representative</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Chuck McEwen
Council/Wrkshp Mtg Date: May 9th 2006
Agenda Bill Number 06-107

Ordinance Number: Resolution Number: Councilmember Sponsor:

BUDGET INFORMATION

2006 Budget Amount Required Expenditure Impact Remaining Balance

Explanation:
Agenda Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE DISPOSAL OF SURPLUS PROPERTY IN ACCORDANCE WITH THE PROVISIONS OUTLINED BY ORDINANCE 872.

Administrative Recommendation:
Recommend Approval

Background Summary: This is a routine surplusing of excess equipment and materials no longer needed by City departments. This is for the old copy machine at the Annex. Even though it is being traded in on a new copier, the State Auditor prefers that we formally surplus it first.

Council Committee Dates: Commission Dates: Board/Hearing Examiner Dates:
Finance Committee: 4/25/06 Planning Commission:
Public Safety Committee: Civil Service Commission:
Community Development & Planning Committee:
Council Workshops:
Park Board:

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

Signatures:
Dir. Authorization: Mayor: Date City Attorney Reviewed:

M:\AGENDA BILLS\2006\agb\AB06-107 Annex Copy Machine Surplus.doc
RESOLUTION NO. 1571

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE DISPOSAL OF SURPLUS PROPERTY IN ACCORDANCE WITH THE PROVISIONS OUTLINED BY ORDINANCE 872.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the City Hall Annex copy machine, Canon NP 6551, ID #DA341, S/N GAEKN312671 is hereby declared as surplus. The City Administrator is authorized to trade-in this copier towards a new machine, or otherwise dispose of this surplus City equipment in accordance with the provisions of BLMC Chapter 3.88.

PASSED by the City Council this 9th day of May, 2006.

____________________________
Neil Johnson, Mayor

ATTEST:

____________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

____________________________
James Dionne, City Attorney
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>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Grigsby – Public Works Director</td>
<td>May 9, 2006</td>
<td>AB06-111</td>
</tr>
<tr>
<td>Ordinance Number:</td>
<td>Resolution Number:</td>
<td>Councilmember Sponsor:</td>
</tr>
<tr>
<td></td>
<td>1573</td>
<td></td>
</tr>
</tbody>
</table>

**BUDGET INFORMATION**

2006 Budget Amount | Required Expenditure | Impact | Remaining Balance |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,000</td>
<td>$10,817.44</td>
<td>$10,817.44</td>
<td>$9,182</td>
</tr>
</tbody>
</table>

**Explanation:**
401.999.594.25.060 - Water CIP

**Agenda Subject:**
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing an agreement with Pacific Manholes Construction, Inc. to Pave the Asphalt Matt at the Madrona Tank site located at 8002 182nd Ave. E.

**Administrative Recommendation:**

**Background Summary:** Award an agreement to Pacific Manholes Construction to pave asphalt matt on 182nd Ave. E.

The City of Bonney Lake solicited bids from the Small Works Roster to asphalt matt at 8002 182nd Ave E. Of the 3 bids received Pacific Manholes Construction, Inc. was the low bid in the amount of $10,817.44. The scope of work is for the paving of the approach and parking area at the Madrona Tank site located on 182nd Ave. E.

**Council Committee Dates:**
- Finance Committee:
- Public Safety Committee:
- Community Development & Planning Committee: 5/01/06
- Council Workshop:

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

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

**Council Action:**
- Council Call for Hearing:
- Council 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: May 1, 2006

ORIGINATOR: Dan Grigsby

TITLE: Public Works Director

SUBJECT: Agreement with Pacific Manholes Construction to Asphalt Matt at the Madrona Tank site on 182nd Ave. E.

The City of Bonney Lake solicited bids from the Small Works Roster to asphalt matt at 8002 182nd Ave E. Of the 4 bids received Pacific Manholes Construction, Inc. was the low bid in the amount of $10,817.44. The scope of work is for the paving of the approach and parking area at the Madrona Tank site located on 182nd Ave. E.

See the attached Invitation to Quote for detailed information.

ORDINANCE/RESOLUTION #

REQUEST OR RECOMMENDATION BY ORIGINATOR:

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

BUDGETED ITEM: Budget Impact: $10,817.44

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

<table>
<thead>
<tr>
<th>DATE</th>
<th>APPROVED</th>
<th>DISAPPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-1-06</td>
<td>Signed</td>
<td></td>
</tr>
</tbody>
</table>

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: May 9, 2006

Consent Agenda: ☑ Yes ☐ No
RESOLUTION NO. 1573

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH PACIFIC MANHOLES CONSTRUCTION, INC. FOR THE PAVING OF ASPHALT MATT AT THE MADRONA TANK SITE LOCATED AT 8002 182ND AVE. E.

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 9th day of May 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 26th day of April 2006 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and Pacific Manholes Const., 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 the 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: ______________________

EXHIBIT “A” (Project Work)
EXHIBIT “B” (Bid Proposal)
EXHIBIT “C” (Prevailing Wage Rates)

CONTRACTOR: Pacific Manholes Const.

__________________________
Carl E. Thompson, President
Date: 04/26/2006
EXHIBIT “A”
Scope of Work

See the attached Invitation to Quote.
EXHIBIT “B”
Bid Proposal

See the attached Small Public Works Project Bid Sheet.
## EXHIBIT “C”
### Prevailing Wage Rates

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
<th>Note Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASBESTOS ABATEMENT WORKERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td><strong>BOILERMAKERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$46.32</td>
<td>1C</td>
<td>5N</td>
<td></td>
</tr>
<tr>
<td><strong>BRICK AND MARBLE MASON</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$41.17</td>
<td>1M</td>
<td>5A</td>
<td></td>
</tr>
<tr>
<td><strong>CABINET MAKERS (IN SHOP)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$24.76</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CARPENTERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACOUSTICAL WORKER</td>
<td>$40.23</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>BRIDGE, DOCK AND WRF CARPENTERS</td>
<td>$40.07</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>CARPENTER</td>
<td>$40.07</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>CREOSOTED MATERIAL</td>
<td>$40.17</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>DRYWALL APPLICATOR</td>
<td>$40.22</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>FLOOR FINISHER</td>
<td>$40.20</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>FLOOR LAYER</td>
<td>$40.20</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>FLOOR SANDER</td>
<td>$40.20</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>MILLWRIGHT AND MACHINE ERECTORS</td>
<td>$41.07</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>PILEDRIVERS, DRIVING, PULLING, PLACING COLLARS AND WELDING</td>
<td>$40.27</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>SAWFILER</td>
<td>$40.20</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>SHINGLER</td>
<td>$40.20</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>STATIONARY POWER SAW OPERATOR</td>
<td>$40.20</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td>Occupation</td>
<td>Rate</td>
<td>Hours</td>
<td>Rate Type</td>
<td>Rate Code</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------</td>
<td>-------</td>
<td>-----------</td>
<td>-----------</td>
</tr>
<tr>
<td><strong>STATIONARY WOODWORKING TOOLS</strong></td>
<td>$40.20</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td><strong>CEMENT MASONS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$41.11</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td><strong>DIVERS &amp; TENDERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DIVER</td>
<td>$83.19</td>
<td>1M</td>
<td>5D</td>
<td>8A</td>
</tr>
<tr>
<td>DIVER TENDER</td>
<td>$39.51</td>
<td>1M</td>
<td>5D</td>
<td></td>
</tr>
<tr>
<td><strong>DREDGE WORKERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASSISTANT ENGINEER</td>
<td>$40.77</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
</tr>
<tr>
<td>ASSISTANT MATE (DECKHAND)</td>
<td>$40.28</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
</tr>
<tr>
<td>BOATMEN</td>
<td>$40.77</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
</tr>
<tr>
<td>ENGINEER WELDER</td>
<td>$40.82</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
</tr>
<tr>
<td>LEVERMAN, HYDRAULIC</td>
<td>$42.34</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
</tr>
<tr>
<td>MAINTENANCE</td>
<td>$40.28</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
</tr>
<tr>
<td>MATES</td>
<td>$40.77</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
</tr>
<tr>
<td>OILER</td>
<td>$40.40</td>
<td>1T</td>
<td>5D</td>
<td>8L</td>
</tr>
<tr>
<td><strong>DRYWALL TAPERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$40.29</td>
<td>1E</td>
<td>5P</td>
<td></td>
</tr>
<tr>
<td><strong>ELECTRICAL FIXTURE MAINTENANCE WORKERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$17.76</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>ELECTRICIANS - INSIDE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CABLE SPICER</td>
<td>$48.73</td>
<td>1G</td>
<td>5C</td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$45.42</td>
<td>1G</td>
<td>5C</td>
<td></td>
</tr>
<tr>
<td>LEAD COVERED CABLE SPICER</td>
<td>$51.98</td>
<td>1G</td>
<td>5C</td>
<td></td>
</tr>
<tr>
<td>WELDER</td>
<td>$48.73</td>
<td>1G</td>
<td>5C</td>
<td></td>
</tr>
<tr>
<td><strong>ELECTRICIANS - MOTOR SHOP</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRAFTSMAN</td>
<td>$15.37</td>
<td>2A</td>
<td>6C</td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$14.69</td>
<td>2A</td>
<td>6C</td>
<td></td>
</tr>
<tr>
<td><strong>ELECTRICIANS - POWERLINE CONSTRUCTION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CABLE SPICER</td>
<td>$52.38</td>
<td>4A</td>
<td>5A</td>
<td></td>
</tr>
<tr>
<td>CERTIFIED LINE WELDER</td>
<td>$47.88</td>
<td>4A</td>
<td>5A</td>
<td></td>
</tr>
<tr>
<td>GROUNDPERSON</td>
<td>$34.87</td>
<td>4A</td>
<td>5A</td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td>Rate</td>
<td>Grade</td>
<td>Sub Grade</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>--------</td>
<td>-------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>Head Groundperson</td>
<td>$36.75</td>
<td>4A</td>
<td>5A</td>
<td></td>
</tr>
<tr>
<td>Heavy Line Equipment Operator</td>
<td>$47.88</td>
<td>4A</td>
<td>5A</td>
<td></td>
</tr>
<tr>
<td>Jackhammer Operator</td>
<td>$36.75</td>
<td>4A</td>
<td>5A</td>
<td></td>
</tr>
<tr>
<td>Journey Level Lineperson</td>
<td>$47.88</td>
<td>4A</td>
<td>5A</td>
<td></td>
</tr>
<tr>
<td>Line Equipment Operator</td>
<td>$40.87</td>
<td>4A</td>
<td>5A</td>
<td></td>
</tr>
<tr>
<td>Pole Sprayer</td>
<td>$47.88</td>
<td>4A</td>
<td>5A</td>
<td></td>
</tr>
<tr>
<td>Powder Person</td>
<td>$36.75</td>
<td>4A</td>
<td>5A</td>
<td></td>
</tr>
</tbody>
</table>

**Electronic Technicians**

| Electronic Technicians Journey Level                  | $32.39 | 1      |

**Elevator Constructors**

| Mechanic                                             | $55.22 | 4A    | 6Q        |
| Mechanic In Charge                                   | $60.60 | 4A    | 6Q        |

**Fabricated Precast Concrete Products**

| All Classifications                                   | $9.28  | 1      |

**Fence Erectors**

| Fence Ercorer                                        | $16.57 | 1      |

**Flaggers**

| Journey Level                                        | $28.78 | 1N    | 5D        |

**Glaziers**

| Journey Level                                        | $41.15 | 1H    | 5G        |

**Heat & Frost Insulators and Asbestos Workers**

| Mechanic                                             | $43.68 | 1S    | 5J        |

**Heating Equipment Mechanics**

| Mechanic                                             | $18.45 | 1      |

**Hod Carriers & Mason Tenders**

| Journey Level                                        | $33.94 | 1N    | 5D        |

**Industrial Engine and Machine Mechanics**

| Mechanic                                             | $15.65 | 1      |

**Industrial Power Vacuum Cleaner**

| Journey Level                                        | $9.07  | 1      |

**Inland Boatmen**
<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Code</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPTAIN</td>
<td>$36.83</td>
<td>1K</td>
<td>5B</td>
</tr>
<tr>
<td>COOK</td>
<td>$31.21</td>
<td>1K</td>
<td>5B</td>
</tr>
<tr>
<td>DECKHAND</td>
<td>$30.58</td>
<td>1K</td>
<td>5B</td>
</tr>
<tr>
<td>ENGINEER/DECKHAND</td>
<td>$33.25</td>
<td>1K</td>
<td>5B</td>
</tr>
<tr>
<td>MATE, LAUNCH OPERATOR</td>
<td>$34.87</td>
<td>1K</td>
<td>5B</td>
</tr>
</tbody>
</table>

**INSPECTION/CLEANING/SEALING OF SEWER & WATER SYSTEMS BY REMOTE CONTROL**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Code</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLEANER OPERATOR, FOAMER OPERATOR</td>
<td>$9.73</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>GROUT TRUCK OPERATOR</td>
<td>$11.48</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>HEAD OPERATOR</td>
<td>$12.78</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>TECHNICIAN</td>
<td>$7.63</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>TV TRUCK OPERATOR</td>
<td>$10.53</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

**INSULATION APPLICATORS**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Code</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOURNEY LEVEL</td>
<td>$20.08</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

**IRONWORKERS**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Code</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOURNEY LEVEL</td>
<td>$44.61</td>
<td>1O</td>
<td>5A</td>
</tr>
</tbody>
</table>

**LABORERS**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Code</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASPHALT RAKER</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>BALLAST REGULATOR MACHINE</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>BATCH WEIGHMAN</td>
<td>$28.78</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>BRUSH CUTTER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>BRUSH HOG FEEDER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>BURNERS</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CARPENTER TENDER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CASION WORKER</td>
<td>$34.30</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CEMENT DUMPER/PAVING</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CEMENT FINISHER TENDER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CHANGE-HOUSE MAN OR DRY SHACKMAN</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CHIPPING GUN (OVER 30 LBS)</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CHIPPING GUN (UNDER 30 LBS)</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CHOKER SETTER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CHUCK TENDER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CLEAN-UP LABORER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>Job Description</td>
<td>Rate</td>
<td>Rate Type</td>
<td>Hours</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>-------</td>
<td>-----------</td>
<td>-------</td>
</tr>
<tr>
<td>CONCRETE DUMPER/CHUTE OPERATOR</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CONCRETE FORM STRIPPER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CONCRETE SAW OPERATOR</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CRUSHER FEEDER</td>
<td>$28.78</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>CURING LABORER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>DEMOLITION, WRECKING &amp; MOVING (INCLUDING CHARRED MATERIALS)</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>DITCH DIGGER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>DIVER</td>
<td>$34.30</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>DRILL OPERATOR (HYDRAULIC, DIAMOND)</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>DRILL OPERATOR, AIRTRAC</td>
<td>$34.30</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>DUMPMAN</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>EPOXY TECHNICIAN</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>EROSION CONTROL WORKER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>FALLER/BUCKER, CHAIN SAW</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)</td>
<td>$26.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>FINE GRADERS</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>FIRE WATCH</td>
<td>$28.78</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>FORM SETTER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>GABION BASKET BUILDER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>GENERAL LABORER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>GRADE CHECKER &amp; TRANSIT PERSON</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>GRINDERS</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>GROUT MACHINE TENDER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>GUARDRAIL ERECTOR</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>HAZARDOUS WASTE WORKER LEVEL A</td>
<td>$34.30</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>HAZARDOUS WASTE WORKER LEVEL B</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>HAZARDOUS WASTE WORKER LEVEL C</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>HIGH SCALER</td>
<td>$34.30</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>HOD CARRIER/MORTARMAN</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>JACKHAMMER</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>LASER BEAM OPERATOR</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>Job Description</td>
<td>Rate</td>
<td>Hours</td>
<td>Code</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
<td>------</td>
<td>-------</td>
<td>------</td>
</tr>
<tr>
<td>MANHOLE BUILDER-MUDMAN</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>MATERIAL YARDMAN</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>MINER</td>
<td>$34.30</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>NOZZLEMAN, CONCRETE PUMP, GREEN CUTTER WHEN USING HIGH PRESSURE AIR &amp; WATER</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>ON CONCRETE &amp; ROCK, SANDBLAST, GUNITE, SHOTCRETE, WATER BLASTER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAVEMENT BREAKER</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>PILOT CAR</td>
<td>$28.78</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>PIPE POT TENDER</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>PIPE RELINER (NOT INSERT TYPE)</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>PIPELAYER &amp; CAULKER</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>PIPELAYER &amp; CAULKER (LEAD)</td>
<td>$34.30</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>PIPEWRAPPER</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>POT TENDER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>POWDERMAN</td>
<td>$34.30</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>POWDERMAN HELPER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>POWERJACKS</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>RAILROAD SPIKE PULLER (POWER)</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>RE-TIMBERMAN</td>
<td>$34.30</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>RIPRAP MAN</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>RODDER</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>SCAFFOLD ERECTOR</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>SCALE PERSON</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>SIGNALMAN</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>SLOPER (OVER 20&quot;)</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>SLOPER SPRAYMAN</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>SPREADER (CLARY POWER OR SIMILAR TYPES)</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>SPREADER (CONCRETE)</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>STAKE HOPPER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>STOCKpiler</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>TAMPER &amp; SIMILAR ELECTRIC, AIR &amp; GAS</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>TAMPER (MULTIPLE &amp; SELF PROPELLED)</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>TOOLROOM MAN (AT JOB SITE)</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>Occupation</td>
<td>Rate</td>
<td>Qualification</td>
<td>Experience</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-------</td>
<td>---------------</td>
<td>------------</td>
</tr>
<tr>
<td>TOPPER-TAILER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>TRACK LABORER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>TRACK LINER (POWER)</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>TRUCK SPOTTER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>TUGGER OPERATOR</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>VIBRATING SCREED (AIR, GAS, OR ELECTRIC)</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>VIBRATOR</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>VINYL SEAMER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>WELDER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>WELL-POINT LABORER</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td><strong>LABORERS - UNDERGROUND SEWER &amp; WATER</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL LABORER</td>
<td>$33.46</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td>PIPE LAYER</td>
<td>$33.94</td>
<td>1N</td>
<td>5D</td>
</tr>
<tr>
<td><strong>LANDSCAPE CONSTRUCTION</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IRRIGATION OR LAWN SPRINKLER INSTALLERS</td>
<td>$9.90</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS</td>
<td>$11.91</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>LANDSCAPING OR PLANTING LABORERS</td>
<td>$9.73</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>LATHERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$40.22</td>
<td>1M</td>
<td>5D</td>
</tr>
<tr>
<td><strong>METAL FABRICATION (IN SHOP)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FITTER</td>
<td>$15.25</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>$9.88</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>MACHINE OPERATOR</td>
<td>$13.98</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>WELDER</td>
<td>$13.98</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>PAINTERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$32.63</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td><strong>PLASTERERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$40.58</td>
<td>1R</td>
<td>5A</td>
</tr>
<tr>
<td><strong>PLAYGROUND &amp; PARK EQUIPMENT INSTALLERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$9.73</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>PLUMBERS &amp; PIPEFITTERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Description</td>
<td>Rate</td>
<td>Type</td>
<td>Days</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>-------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$47.77</td>
<td>1G</td>
<td>5A</td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATORS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASSISTANT ENGINEERS</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>BACKHOE, EXCAVATOR, SHOVEL (3 YD &amp; UNDER)</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>BACKHOE, EXCAVATOR, SHOVEL (OVER 3 YD &amp; UNDER 6 YD)</td>
<td>$41.59</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>BACKHOE, EXCAVATOR, SHOVEL (6 YD AND OVER WITH ATTACHMENTS)</td>
<td>$42.13</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>BACKHOES, (75 HP &amp; UNDER)</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>BACKHOES, (OVER 75 HP)</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>BARRIER MACHINE (ZIPPER)</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>BATCH PLANT OPERATOR, CONCRETE</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>BELT LOADERS (ELEVATING TYPE )</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>BOBCAT (SKID STEER)</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>BROOMS</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>BUMP CUTTER</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>CABLEWAYS</td>
<td>$41.59</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>CHIPPER</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>COMPRESSORS</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>CONCRETE FINISH MACHINE - LASER SCREED</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>CONCRETE PUMPS</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>CONVEYORS</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>CRANES, THRU 19 TONS, WITH ATTACHMENTS</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>CRANES, 20 - 44 TONS, WITH ATTACHMENTS</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<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>
</tr>
<tr>
<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>
</tr>
<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>
</tr>
<tr>
<td>CRANES, A-FRAME, 10 TON AND UNDER</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>CRANES, A-FRAME, OVER 10 TON</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB</td>
<td>$43.22</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>WITH ATTACHMENTS</td>
<td>$</td>
<td>T</td>
<td>D</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>------</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>CRANES, OVERHEAD, BRIDGE TYPE (20 - 44 TONS)</td>
<td>41.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRANES, OVERHEAD, BRIDGE TYPE (45 - 99 TONS)</td>
<td>41.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRANES, OVERHEAD, BRIDGE TYPE (100 TONS &amp; OVER)</td>
<td>42.13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRANES, TOWER CRANE UP TO 175' IN HEIGHT, BASE TO BOOM</td>
<td>42.13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM</td>
<td>42.68</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRUSHERS</td>
<td>41.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DECK ENGINEER/DECK WINCHES (POWER)</td>
<td>41.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DERRICK, BUILDING</td>
<td>41.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOZERS, D-9 &amp; UNDER</td>
<td>40.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT</td>
<td>40.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DRILLING MACHINE</td>
<td>41.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE</td>
<td>38.42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EQUIPMENT SERVICE ENGINEER (OILER)</td>
<td>40.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FINISHING MACHINE/BIDWELL GAMACO AND SIMILAR EQUIP</td>
<td>41.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FORK LIFTS, (3000 LBS AND OVER)</td>
<td>40.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FORK LIFTS, (UNDER 3000 LBS)</td>
<td>38.42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRADE ENGINE</td>
<td>40.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRADECHECKER AND STAKEMAN</td>
<td>38.42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GUARDRAIL PUNCH</td>
<td>41.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOISTS, OUTSIDE (ELEVATORS AND MANLIFTS), AIR TUGGERS</td>
<td>40.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HORIZONTAL/DIRECTIONAL DRILL LOCATOR</td>
<td>40.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HORIZONTAL/DIRECTIONAL DRILL OPERATOR</td>
<td>41.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HYDRLIFTS/BOOM TRUCKS (10 TON &amp; UNDER)</td>
<td>38.42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HYDRLIFTS/BOOM TRUCKS (OVER 10 TON)</td>
<td>40.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOADERS, OVERHEAD (6 YD UP TO 8 YD)</td>
<td>41.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOADERS, OVERHEAD (8 YD &amp; OVER)</td>
<td>42.13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED</td>
<td>41.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOCOMOTIVES, ALL</td>
<td>41.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MECHANICS, ALL</td>
<td>41.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MIXERS, ASPHALT PLANT</td>
<td>41.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MOTOR PATROL GRADER (FINISHING)</td>
<td>41.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Description</td>
<td>Rate</td>
<td>Size</td>
<td>Type</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------</td>
<td>-------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>MOTOR PATROL GRADER (NON-FINISHING)</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD</td>
<td>$41.59</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>OIL DISTRIBUTORS, BLOWER DISTRIBUTION AND MULCH SEEDING OPERATOR</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>PAVEMENT BREAKER</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>PILEDRIVER (OTHER THAN CRANE MOUNT)</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>PLANT OILER (ASPHALT, CRUSHER)</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>POSTHOLE DIGGER, MECHANICAL</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>POWER PLANT</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>PUMPS, WATER</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>QUAD 9, D-10, AND HD-41</td>
<td>$41.59</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>REMOTE CONTROL OPERATOR ON RUBBER TIRED EARTH MOVING EQUIP</td>
<td>$41.59</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>RIGGER AND BELLMAN</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>ROLLAGONulet</td>
<td>$41.59</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>ROLLER, OTHER THAN PLANT ROAD MIX</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>ROLLERS, PLANTMIX OR MULTILIFT MATERIALS</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>ROTO-MILL, ROTO-GRINDER</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>SAWS, CONCRETE</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>(UNDER 45 YD)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT</td>
<td>$41.59</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>(45 YD AND OVER)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCRAPERS, CONCRETE AND CARRY ALL</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>SCREED MAN</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>SHOTCRETE GUNITE</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>SLIPFORM PAVERS</td>
<td>$41.59</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>SPREADER, TOPSIDE OPERATOR - BLAW KNOX</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>SUBGRADE TRIMMER</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>TOWER BUCKET ELEVATORS</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>TRACTORS, (75 HP &amp; UNDER )</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>TRACTORS, (OVER 75 HP)</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>TRANSFER MATERIAL SERVICE MACHINE</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>Description</td>
<td>Rate</td>
<td>Journeys</td>
<td>Experience</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>--------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>TRANSPORTERS, ALL TRACK OR TRUCK TYPE</td>
<td>$41.59</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>TRENCHING MACHINES</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>TRUCK CRANE OILER/DRIVER (UNDER 100 TON)</td>
<td>$40.71</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>TRUCK CRANE OILER/DRIVER (100 TON &amp; OVER)</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>TRUCK MOUNT PORTABLE CONVEYER</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>WHEEL TRACTORS, FARMALL TYPE</td>
<td>$38.42</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td>YO YO PAY DOZER</td>
<td>$41.12</td>
<td>1T</td>
<td>5D</td>
</tr>
<tr>
<td><strong>POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER &amp; WATER</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>(SEE POWER EQUIPMENT OPERATORS)</em></td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>POWER LINE CLEARANCE TREE TRIMMERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL IN CHARGE</td>
<td>$34.75</td>
<td>4A</td>
<td>5A</td>
</tr>
<tr>
<td>SPRAY PERSON</td>
<td>$33.00</td>
<td>4A</td>
<td>5A</td>
</tr>
<tr>
<td>TREE EQUIPMENT OPERATOR</td>
<td>$33.43</td>
<td>4A</td>
<td>5A</td>
</tr>
<tr>
<td>TREE TRIMMER</td>
<td>$31.10</td>
<td>4A</td>
<td>5A</td>
</tr>
<tr>
<td>TREE TRIMMER GROUNDPERSON</td>
<td>$23.43</td>
<td>4A</td>
<td>5A</td>
</tr>
<tr>
<td><strong>REFRIGERATION &amp; AIR CONDITIONING MECHANICS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MECHANIC</td>
<td>$47.11</td>
<td>1G</td>
<td>5A</td>
</tr>
<tr>
<td><strong>RESIDENTIAL BRICK &amp; MARBLE MASONES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$22.67</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>RESIDENTIAL CARPENTERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$20.25</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>RESIDENTIAL CEMENT MASONES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$41.11</td>
<td>1M</td>
<td>5D</td>
</tr>
<tr>
<td><strong>RESIDENTIAL DRYWALL TAPERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$40.29</td>
<td>1E</td>
<td>5P</td>
</tr>
<tr>
<td><strong>RESIDENTIAL ELECTRICIANS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$18.96</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>RESIDENTIAL GLAZIERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$27.89</td>
<td>1H</td>
<td>5G</td>
</tr>
<tr>
<td><strong>RESIDENTIAL INSULATION APPLICATORS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$18.70</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Occupation</td>
<td>Level</td>
<td>Hours</td>
<td>Rate</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>------------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>Residential Laborers</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$13.83</td>
</tr>
<tr>
<td>Residential Painters</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$12.00</td>
</tr>
<tr>
<td>Residential Plumbers &amp; Pipefitters</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$25.61</td>
</tr>
<tr>
<td>Residential Refrigeration &amp; Air Conditioning Mechanics</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$27.93</td>
</tr>
<tr>
<td>Residential Sheet Metal Workers</td>
<td>JOURNEY LEVEL (FIELD OR SHOP)</td>
<td></td>
<td>$31.02</td>
</tr>
<tr>
<td>Residential Soft Floor Layers</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$31.65</td>
</tr>
<tr>
<td>Residential Sprinkler Fitters (Fire Protection)</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$28.26</td>
</tr>
<tr>
<td>Residential Terrazzo/Tile Finishers</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$30.26</td>
</tr>
<tr>
<td>Roofers</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$33.04</td>
</tr>
<tr>
<td>Using Irritable Bituminous Materials</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$36.04</td>
</tr>
<tr>
<td>Sheet Metal Workers</td>
<td>JOURNEY LEVEL (FIELD OR SHOP)</td>
<td></td>
<td>$48.22</td>
</tr>
<tr>
<td>Sign Makers &amp; Installers (Electrical)</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$26.17</td>
</tr>
<tr>
<td>Sign Makers &amp; Installers (Non-Electrical)</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$15.31</td>
</tr>
<tr>
<td>Soft Floor Layers</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$31.65</td>
</tr>
<tr>
<td>Solar Controls for Windows</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$10.31</td>
</tr>
<tr>
<td>Sprinkler Fitters (Fire Protection)</td>
<td>JOURNEY LEVEL</td>
<td></td>
<td>$51.09</td>
</tr>
<tr>
<td></td>
<td>Pay Rate</td>
<td>Grade</td>
<td>Pay Area</td>
</tr>
<tr>
<td>--------------------------</td>
<td>----------</td>
<td>-------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>STAGE RIGGING MECHANICS (NON STRUCTURAL)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journey Level</td>
<td>$13.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SURVEYORS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chain Person</td>
<td>$9.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instrument Person</td>
<td>$11.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Party Chief</td>
<td>$13.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TELECOMMUNICATION TECHNICIANS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telecommunication Technicians Journey Level</td>
<td>$28.29</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TELEPHONE LINE CONSTRUCTION - OUTSIDE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cable Splicer</td>
<td>$28.92</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Hole Digger/ground Person</td>
<td>$16.22</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Installer (Repairer)</td>
<td>$27.74</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Journey Level Telephone Lineman</td>
<td>$26.90</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Special Apparatus Installer I</td>
<td>$28.92</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Special Apparatus Installer II</td>
<td>$28.34</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Telephone Equipment Operator (Heavy)</td>
<td>$28.92</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Telephone Equipment Operator (Light)</td>
<td>$26.90</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Television Ground Person</td>
<td>$15.39</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Television Lineman/installer</td>
<td>$20.45</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Television System Technician</td>
<td>$24.32</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Television Technician</td>
<td>$21.88</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td>Tree Trimmer</td>
<td>$26.90</td>
<td>2B</td>
<td>5A</td>
</tr>
<tr>
<td><strong>TERRAZZO WORKERS &amp; TILE SETTERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journey Level</td>
<td>$38.43</td>
<td>1B</td>
<td>5A</td>
</tr>
<tr>
<td><strong>TILE, MARBLE &amp; TERRAZZO FINISHERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finisher</td>
<td>$32.26</td>
<td>1B</td>
<td>5A</td>
</tr>
<tr>
<td><strong>TRAFFIC CONTROL STRIPERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journey Level</td>
<td>$33.40</td>
<td>1K</td>
<td>5A</td>
</tr>
<tr>
<td><strong>TRUCK DRIVERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asphalt Mix</td>
<td>$22.49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dump Truck</td>
<td>$22.56</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------</td>
<td>----</td>
<td></td>
</tr>
<tr>
<td>DUMP TRUCK &amp; TRAILER</td>
<td>$22.56</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>OTHER TRUCKS</td>
<td>$30.20</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>TRANSIT MIXER</td>
<td>$24.96</td>
<td>2H</td>
<td>6I</td>
</tr>
</tbody>
</table>

**WELL DRILLERS & IRRIGATION PUMP INSTALLERS**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>IRRIGATION PUMP INSTALLER</td>
<td>$16.09</td>
<td>1</td>
</tr>
<tr>
<td>OILER</td>
<td>$15.39</td>
<td>1</td>
</tr>
<tr>
<td>WELL DRILLER</td>
<td>$18.30</td>
<td>1</td>
</tr>
</tbody>
</table>
City of Bonney Lake
Small Public Works Project
Prevailing Wages are required to be paid

Invitation to Quote
Date: April 14, 2006

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

Project Title: Bid for Asphalt Matt @ 8002 182nd Ave E

Scope of Work:

- Excavate sub-grade of approach area to a 2% slope.
- Apply and compact a minimum of 2” 5/8- crushed rock to sub-grade of approach.
- Excavate sub-grade of parking area to a 2% slope.
- Apply and compact a minimum of 2” 5/8- crushed rock to sub-grade of parking area.
- Pave approach and parking area with 2” minimum of commercial grade asphalt, tamp and seal edges with AR4000.
- Contractor must provide “Temporary Traffic Control” for all work performed in the “Public Right-of-Way”. Work that impedes the normal flow of traffic will require flaggers.

The City will be installing a storm drain culvert and a Type 1 Catch Basin at the base of the hill, near the approach to 182nd Ave E (Page 1). I imagine that we will just pile gravel around it to grade, and you will have to rake down to reveal a 2” lip around the grate. The second page is the actual dimension of the area to be paved. I will need a quote for the “Scope of work”.

Date Proposals are Requested: April 26, 2006 at 3:00 pm

The walk thru will be April 21, 2006 at 8002 182nd Ave. E. at 10 AM. If you are interested in submitting a quote or have any questions regarding the scope of work on this project please contact Steve Willadson at (253) 261-5224. Please submit quote at City of Bonney Lake Annex located at 8720 184th Ave. E or mail to PO Box 7380, Bonney Lake, WA 98391.
City of Bonney Lake
Small Public Works Project
Bid Sheet

Company Name: Pacific Manholes Construction, Inc.
Address: P.O. Box 4275
        Federal Way, WA 98063
Phone Number: 253.826.1408
Fax Number: 253.826.1409
Contact Name: Kevin Smith

Project Title:

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

Schedule: Work shall be completed within 30 calendar days after the indicated starting date appearing in an official “Notice to Proceed” issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Scope of Work Provided</td>
<td>1</td>
<td>LS</td>
<td>9,942.50</td>
</tr>
<tr>
<td>#2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>9,942.50</td>
</tr>
<tr>
<td>Washington State Sales Tax (8.8%)</td>
<td></td>
<td></td>
<td></td>
<td>874.94</td>
</tr>
<tr>
<td>Total Bid</td>
<td></td>
<td></td>
<td></td>
<td>10,817.44</td>
</tr>
</tbody>
</table>
City of Bonney Lake
Small Public Works Project
Bid Sheet

Company Name: Asphalt Patch Systems, Inc.
Address: 8812 Canyon Road E
          Puyallup, WA 98371
Phone Number: (253)535-2590
Fax Number: (253)535-2746
Contact Name: Mark Looker

Project Title: Bid for Asphalt Matt @ 8002 182nd Ave. E.

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

Schedule: Work shall be completed within 30 calendar days after the indicated starting date appearing in an official “Notice to Proceed” issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Scope of Work Provided</td>
<td>approx. 4000 sf</td>
<td>LS</td>
<td>12,723.60</td>
</tr>
<tr>
<td>#2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>12,723.60</td>
</tr>
<tr>
<td>Washington State Sales Tax (8.8%)</td>
<td></td>
<td></td>
<td></td>
<td>1,119.68</td>
</tr>
<tr>
<td>Total Bid</td>
<td></td>
<td></td>
<td></td>
<td>13,843.28</td>
</tr>
</tbody>
</table>
City of Bonney Lake
Small Public Works Project
Bid Sheet

Company Name: Lakeridgeaving Co., LLC
Address: P.O. Box 5430
Kent, WA 98034
Phone Number: (253) 631-8290
Fax Number: (253) 630-9709
Contact Name: Jeff Piana

Project Title:

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

Schedule: Work shall be completed within 30 calendar days after the indicated starting date appearing in an official “Notice to Proceed” issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Scope of Work Provided</td>
<td>1</td>
<td>LS</td>
<td>$14,900.00</td>
</tr>
<tr>
<td>#2</td>
<td>(Lakeridge Proposal Attached)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$14,900.00</td>
</tr>
<tr>
<td>Washington State Sales Tax (8.8%)</td>
<td></td>
<td></td>
<td></td>
<td>$1,311.20</td>
</tr>
<tr>
<td>Total Bid</td>
<td></td>
<td></td>
<td></td>
<td>$16,211.20</td>
</tr>
</tbody>
</table>

City of Bonney Lake
(253) 862-8602 Fax (253) 826-1921

Mail to: PO Box 7380
Bonney Lake, WA 98391
TO: City of Bonney Lake  
P.O. Box 7380  
Bonney Lake, WA 98391  

DATE: 04/19/06  

TELEPHONE: 253-862-8602  
FAX: 253-826-1921  
JOB SITE: 8002 182nd Ave E  
Bonney Lake, WA  

ATTENTION: Steve Willadson  
TERMS: Net 30 Days  

** Asphalt Mat for 8002 - 182nd Ave E - Small Works **  

Asphalt Paving Proposal  

Job Includes: Per Dwg/ sketch enclosed with invitation to bid  
1. All labor, traffic control, prevailing wages and materials  
2. Remove and dispose existing asphalt, sod and excess base material  
3. Shape and grade base materials to create a 2% slope across lot  
4. Place and fine-grade 2" crushed rock (CSTC)  
5. Apply weed-killer  
6. Pave and compact 2" depth commercial HMA drivelane and parking area  
7. Seal edges hot tar  

LUMP SUM $14,900.00  

Job Excludes:  
1. ANY AND ALL UNION AFFILIATION, SALES TAX, PERMITS AND FEES  
2. BULKHEADS, RETAINING WALLS, SEALCOAT, CURBING AND STRIPING  
3. ANY ITEMS NOT SPECIFICALLY LISTED ABOVE  

PLUS WASHINGTON STATE SALES TAX OR RESALE CERTIFICATE  
WE CANNOT BE RESPONSIBLE FOR SUBGRADE FAILURE  

* No Work Started Until Signed Contract Received  
* Price Void After 90 days  

The undersigned agrees to pay Lakeridge Paving Company L.L.C., interest of 1.5% per month or at maximum rate allowed by law, if less, on any past due accounts, plus reasonable attorney's fees and costs incurred in collection of said account.  

By: ____________________________  
Date: ____________________________  

By: ____________________________  

Jeff Plano - Project Manager  
Office(253) 631-8290 /Mobile(206) 396-0820  

P.O. Box 5430, Kent, Washington 98064-5430  Phone: (253) 631-8290  Fax: (253) 630-9709  
Bellevue Phone: (425) 453-0073  Tacoma Phone: (253) 535-6305  
Contractor's License # LAKERPC050JM
A A ASPHALTING, INC.
2518 EAST VALLEY HIGHWAY
SUMNER, WA. 98390
(253) 863-4759 (253) 939-0214
FAX (253) 863-5402

QUOTE SHEET

NAME: CITY OF BONNEY LAKE
ADDRESS: PO BOX 7380
CTY/ST.: BONNEY LAKE, WA. 98390-0944

ATTN: STEVE WILLADSON
PUBLIC WORKS - LEAD

PHONE #: 253-447-4300
FAX#: 253-447-4330
MOBILE#: 253-261-5224

PROJECT: ASPHALT PARKING LOT @
8002 - 182ND AVE E
BONNEY LAKE

MAP PAGE: 836-D 1
JOB #: 80
DESCRIPT: GRADE, ROCK AND PAVE

DATE: 04/26/06

We propose to furnish all materials and labor to complete in a substantial and workmanlike manner according to standard practices.

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION OF WORK</th>
<th>BID PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5,120 SQ. FT. @</td>
<td>SAW CUT AND EXCAVATE EXISTING ASPHALT, DIRT AND EXCESS ROCK, HAUL AWAY DEBRIS. PLACE 2&quot; OF 5/8&quot; CRUSHED ROCK, COMPACT AND SPREAD WEED KILLER. PAVE WITH 2&quot; OF COMMERCIAL GRADE ASPHALT. TAMPER AND SEAL EDGES AS NEEDED WITH AR4000.</td>
<td>$ 3.45 PER SQ. FT.</td>
</tr>
</tbody>
</table>

EXCLUSIONS: SALES / USE TAX, PERMITS, BONDING, ENGINEERING, TESTING, BASE PREP, VOLUMETRIC TESTING

General liability and automobile liability coverage of $1,000,000.00 as identified in ISO Form CG2033 10 01 are included in this quotation. Any further requirements are subject to additional charge. For example - If ISO Form 2037 And Waiver of Subrogation coverage is required, an additional charge of $270.00 will be required for each named individual on the certificate.

All of the above work to be completed for the sum of $ 17,664.00 , plus tax, if applicable.

TERMS: Net Cash Upon Completion. Proposal subject to change or cancellation after 30 days.

If this account is in default and is assigned to a collection agency for collection, then (customer) shall be liable for collection costs and fees including contingent collection fees charged by the collection agency in addition to principal, interest at 18% annum and all other charges owing on the account. If legal action is commenced, then Washington law shall apply, (merchant) may place venue in the Superior Court of Pierce County, Washington and the prevailing party shall be awarded its taxable costs and reasonable attorney fees.

AA Asphalt Inc. assumes no responsibility or liability for subgrade failures, damage to or from hidden utilities, wires or other structures. All permits are the responsibility of the purchaser. AA Asphalt is an equal opportunity employer.

Respectfully submitted,
A A Asphalt Inc.

By, [Signature]

BID#: B2829

B2829 QUOTE

4/26/2006