CITY COUNCIL MEETING

March 27, 2007
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 doorway. (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: Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cheryle Noble and Councilmember Jim Rackley.

[Staff expected to be in attendance: City Administrator Don Morrison, Interim Planning & Community Development Director Marvin Vialle, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, Chief Financial Officer Beth Anne Wroe and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations: [A3.8.9]

1. Announcements:
2. Appointments:
3. Presentations:

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None. [A3.6.12]

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]

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 Minutes: March 6th Council Workshop and March 13th Council Meeting. [A3.6.2]
B. Checks/Vouchers: Accounts Payable checks/vouchers #46820 thru 46952 (and wire transfer #2617533) in the amount of $1,088,371.27. Accounts Payable check/voucher #46953 in the amount of $165.00. [A4.9]
C. Payroll: Payroll for March 1-15, 2007 for checks 25792 - 25801 in the amount $6,175.00; Payroll for March 1-15, 2007 for checks 25802 - 25819 in the amount $23,418.22, Electronic Transfer for $7,134.44; and Payroll (Police Guild) for March 1-15, 2007 for checks 25820 - 25825 including Deposits and Electronic Transfers for $92,506.94; and Payroll (AFSCME and non-represented) for March 1-15, 2007 for checks 25826 - 25857 including Deposits and Electronic Transfers for $251,866.03.. [F4.9]
E. AB07-67 – Resolution 1667 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Personal Services Agreement With CTS Engineers For Drainage Improvement At 191st & 79th. [A4.7.1]
F. AB07-84 – Resolution 1671 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Shea, Carr & Jewell, Inc. For Preparation Of A Traffic Impact Analysis For A Planned, Mixed-Use Development In The City’s Downtown Area. [F4.9.3]

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.
VIII. FULL COUNCIL ISSUES: None.

IX. EXECUTIVE SESSION: Pursuant to RCW 42.30.110 the City Council may hold an executive session. If an executive session is held, the presiding officer shall publicly announce the purpose for convening the executive session and the time it 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
Call to Order:
Mayor Johnson called the March 6th Council Workshop to order at 5:31 p.m.

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

[Staff members attending were City Administrator Don Morrison, Planning and Community Development Director Bob Leedy, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Services Director Gary Leaf, Administrative Services Director / City Clerk Harwood Edvalson, Chief Finance Officer Wroe, City Attorney Jim Dionne, Planning Manager Steve Ladd, Interim Planning and Community Development Director Marvin Vialle, and Records & Information Specialist Virginia Phelan.]

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

Motion approved 6 – 0.

Mayor Johnson announced the news that Robert Ceola had passed away. He asked for a moment of silence in memory of Mr. Ceola.

Agenda Items:
1. Discussion: AB07-57 – Council discussion with Hearing Examiner Stephen Causseaux.

Mayor Johnson introduced Hearing Examiner Stephen Causseaux. He said the Hearing Examiner was present so Council could share with him their vision and goals and so he could tell them what he looks for and how Council can assist him.

Mr. Causseaux said he appreciates the opportunity to serve as Bonney Lake’s Hearing Examiner. He said he works for many jurisdictions and staff in Bonney Lake is very professional, which is important and helps him do his job. He explained his purpose is to interpret, enforce and implement the City’s ordinances with the zoning, Comprehensive Plan and other city regulations.
in mind. Additionally, the Hearing Examiner takes information from court cases descending from the Supreme Court into consideration. He summarized that his job is to determine Council intent when interpreting City ordinances and draw conclusions which will withstand court scrutiny. Mr. Causseaux also explained that many citizens who come before him have no other interaction with the City, thus he is courteous and treats everyone fairly so they know they have been heard, even if they disagree with his findings.

Council questioned Mr. Causseaux on mitigations, variances and ordinance interpretation. He explained the role staff plays in helping him understand Council’s intent. He said he relies on staff for many things and when there is vagueness in the code he works with the Planner involved to better understand. There was discussion on vague language in the code and how Council can make it more explicit to prevent further misunderstandings. Council also asked about conflicts of interest when he represents jurisdictions which may be on opposite sides of an issue. Mr. Causseaux assured them he does not take cases where he works for more than one party involved.

City Attorney Dionne said the Attorney’s office has a good relationship with the Hearing Examiner. He said the process works, although there are occasional inconsistencies between staff interpretations and council intentions when it comes to the code. Unfortunately, he added, this is generally not noticed by Council until after the Hearing Examiner has made his decision. Councilmember King expressed his appreciation to the Hearing Examiner for his service and asked for feedback if Mr. Causseaux notices any section of the code which could be improved upon to increase clarity. Mr. Causseaux said he generally works with staff so as not to cross the line into the legislative process, but he could draft a letter when he sees problems with the code.

2. Council Open Discussion

**Leadership Program.**
Mayor Johnson announced that Councilmember Noble had successfully completed her advanced certification for the municipal leadership training program.

**Events Coordinator.**
Mayor Johnson announced that David Wells has accepted the position of Community Services Specialist, Events Coordinator. He added that Mr. Wells has organized Friday Night Flicks at Allan Yorke Park, which will be sponsored and essentially free to the City. Events like this are good ways to get the community involved and doing things together.

**Community Summit**
Deputy Mayor Swatman called Marilee Hill-Anderson from the audience to speak. Ms. Hill-Anderson announced the 14th annual Community Summit to get elected officials, parents, children and other community members to join together. She said she has been working with Executive Assistant Joel Thompson and thanked the City for listening to the concerns of local children who need more sidewalks and trails. Ms. Hill-Anderson described the activities which will take place at the Community Summit and invited Council to attend, saying it will be held on March 22nd at the Calvary Church in Sumner from 5:00 p.m. to 8:00 p.m. Additionally, she asked the City to display some information at the Summit about what the City has been doing.

Mayor Johnson said he noticed at the Mt. View Youth Forum there were similar themes. He said the kids love the photo enforcement program, but have concerns with the Skate Park. There was some discussion on the negative elements of skate parks and how the City can help the kids take them back.
Interim Planning & Community Development Director.
Mayor Johnson introduced Marvin Viale who has worked in the Planning Department off and on for a few years and will take over for Director Leedy upon his retirement. Council welcomed Mr. Viale and discussed recruitment for the Director position. City Administrator Morrison said the City is getting a good response to advertising and hopefully the position will be filled by May.

Alderton-McMillan Planning.
Deputy Mayor Swatman said he attended an Alderton-McMillan Planning meeting with Community Services Director Leaf. He said they are currently dealing with Falling Water among others in the same area, as well as the concept of Transfer Development Rights. Deputy Mayor Swatman said the Planners told him if the City is interested in the space outside their UGA, they should plan for it and keep in contact with them. They told him TDR could be used to give the City control of that section. Some parts of that area, Cedar Ridge for example, would prefer to be in the City’s UGA. Mayor Johnson commented he read an article which said Bonney Lake had a good chance of becoming the next South Hill. He pondered why the City should take the lead from the County when they are responsible for most of what is in Bonney Lake today. City Administrator Morrison said he is trying to get the County to attend an upcoming workshop.

Allan Yorke Park Safety.
Councilmember DeLeo said there was a Public Safety Committee meeting held the evening of March 5th. Bob Cantrell, the property owner to the East of the Allan Yorke Park swimming area, attended the meeting and expressed appreciation for the new lights at the park. He also recommended moving the edge of the swimming area because people are using the area between his property and the swim area to launch water skiers. The acceleration of speed boats is dangerous in that area because children frequently leave the roped off area to swim out to the nearby buoys in the path of the boats. Mr. Cantrell offered to enter into an agreement with the City to allow them to tie the swimming area line to his bulkhead.

An additional recommendation was made to install a fence or blockades to prevent parking and late night shenanigans on the gravel clearing at the East end of the park. There was some discussion on the feasibility of blocking it off and the best way to accomplish this while still allowing pedestrians and the occasional PSE work crew access.

Boat Launch Fees.
Councilmember King said a decision needs to be made on the problem of setting new boat launch fees. Community Services Director Leaf explained that the IAC told him there are restrictions on the allowed launch fees since the City originally purchased the boat launch property with IAC grant funds. According to the IAC the City is prohibited from charging non-residents more than twice the fee of residents, unless the City chooses not to charge residents at all. Director Leaf explained he has not seen the grant documents yet, but the Legal Department is looking at them and they will report to Council on the specifics. In the meantime, he continued, Council should be thinking about the options because this topic is time sensitive.

Councilmember Hamilton asked how much the fees currently pay for in the park operations. Director Leaf said the primary costs are park maintenance and the Marine Safety Unit. He said the fees collected last year did not even cover the latter. Council discussed options for charging or making the launch free and how to determine when to close the launch. Councilmember Hamilton suggested charging nothing for City residents and charging County residents the same cost as the North Lake Tapps Park, which is $17. Director Leaf said that technique would give
City residents a better chance of using the launch when the number of launches becomes regulated.

Council Sub-Committee Responsibilities.
Councilmember King asked the City Attorney if Council can move the responsibility to oversee parks from the Community Development Committee to the Public Safety Committee without passing an ordinance. City Attorney Dionne said if the wording of the policies is actually changed, the change will need to be done by ordinance. He advised Council that he would need an explicit idea of what was wanted and he could draft an ordinance. Councilmember Rackley recommended allowing multiple sub-committees to be in charge of the same topics, just different aspects of them. The City Attorney warned against that, saying the formality of the sub-committee meetings would have to increase. The opportunity for 6 different councilmembers to see the same item before it came to full council could be problematic. He said he would develop an initial proposal of exclusive jurisdiction, and then work on Councilmember Rackley’s idea if Council still desired. There was some discussion on pending legislation on sub-committee formalities and it was decided this topic would be further explored in the future.

Snack Shack.
Councilmember DeLeo asked when the Allan Yorke Park concession stand would be open. He said the Kiwanis has an interest in selling snacks at the park. Director Leaf said the decision has not been made yet. Mayor Johnson suggested allowing civic groups to use the stand for fundraisers during the summer. City Attorney Dionne said that would be fine, but with competition there may be fewer interested parties. Director Leaf said the stand has continually had difficulty making money and staying open. Mayor Johnson said it could work well if enough groups were involved.

Court Space.
Councilmember DeLeo asked where the City is in regards to solving the Court’s space needs. City Administrator Morrison said he has been evaluating the costs associated with a modular building as well as looking at leasing rates. A modular building may not be cost effective. City Administrator Morrison explained he would have more information soon and would then share with Council. He added there has been some dialogue on reconfiguring City Hall.

Pierce County Regional Council.
Councilmember King said he received a notice about an affordable housing workshop through the PCRC. He recommended the other Councilmembers attend as he felt the City representatives needed to educate themselves more on this topic. Fair share affordable housing is an increasingly important topic, he explained, particularly with the current discussions on Downtown.

Downtown Project Funding.
Councilmember Rackley said the CDC and Finance Committee had been recently discussing some of the concerns with funding the many Public Works projects which are needed to move the Downtown Plan forward. He said the current budget has not allotted any funds to these projects and they are concerned about what projects may be sacrificed to move forward with Downtown. He added that he supports the Downtown redevelopment, he is just unsure of how it will be funded. Councilmember Hamilton agreed, saying the City needs a clear picture of the required projects and their respective costs. Mayor Johnson said the CDC and staff are working on contemplating the costs so they may begin working on the funding problem. Director Grigsby confirmed that staff had recently requested scopes and scope proposals for three different related items. This includes the transportation study for Downtown, the 184th extension legal description and the installation of stormwater ponds.
Storm Debris.
Councilmember Bowen said the CDC is moving a contract forward for grinding the debris pile collected during recent storms. He said he inspected the pile and much of the wood is suitable firewood material, with many logs varying from six inches to a foot in diameter. He noted the cost of this contract is over $9,000 and in the future it would be much more frugal of the City to separate the larger logs from the branches so firewood may be used rather than being chipped.

Food Handler’s Class.
Councilmember DeLeo announced the Tacoma Pierce County Health Department would be holding a food handler’s certification class at the Senior Center on March 28th from 6:00 p.m. – 8:00 p.m.

**Councilmember Rackley moved to take a ten minute break at 7:01 p.m. Councilmember Bowen seconded.**

Motion approved 6 – 0.

The meeting reconvened at 7:18 p.m.

3. Review of Minutes: February 17th & 18th Special Council Meeting (Retreat), February 20th Council Workshop and February 27th Regular Council Meeting.

There were no corrections offered for the minutes.


Deputy Mayor Swatman said there was not much comment at the public hearing, with the exception of two citizens who requested the Council maintain the five ward system. Councilmember Hamilton said he thinks people feel most represented when their representative is someone from their local community. Deputy Mayor Swatman said he is in favor of a full at-large system where all councilmembers are elected by all citizens. With the new redistricting, all councilmembers will still be living in the ward they currently represent. He said the new wards will be effective five days after the ordinance is passed and consequently newly annexed people in ward 3, for example, can run for office if they choose. Deputy Mayor Swatman added that staff did a tremendous job on redistricting and covering all the bases so this decision will be difficult to challenge. Mayor Johnson said the ordinance would be moved forward.

5. Discussion: Bonney Lake Downtown Redevelopment.

Planning Manager Ladd said the Downtown Plan has been redrafted and is ready to begin the adoption process. A general consensus has been reached on the content and the next step will be a SEPA review. It will then go to the Planning Commission for Public Hearing, after which the formal adoption will take place with the other Comprehensive Plan amendments in August or September. He went on to explain the necessity of a Planned Action Environmental Impact Statement, which is when a jurisdiction does all the SEPA review upfront for a sub-area plan, in this case Downtown. An EIS would be done, and then an ordinance passed describing the
mitigation measures required by each type of development. Subsequent to that the land
development proposals would have the incentive of not having to do an individual SEPA review.
The disadvantage is the cost, currently estimated at $200,000. Planning Manager Ladd explained
the Downtown area requires a much less detailed EIS than what the estimate is for and
consequently should be dramatically less expensive. Another disadvantage, he mentioned, is the
EIS becomes useless if the plan is changed.

Deputy Mayor Swatman agreed, saying it is very important that the City not deviate from the
Plan. Planning Manager Ladd further explained the time has come to take a major step and
update the Capital Facilities Plan. The additions needed are to extend 184th Ave., to acquire /
build the Civic Campus and associated parking, to install an off-site stormwater facility, to
improve 184th Ave. between Sumner-Buckley Hwy. and SR 410, to complete streetscape
improvements on SR 410 and Sumner-Buckley Hwy including crosswalks & pedestrian overpass,
to improve 186th Ave. and extend it to Sumner-Buckley Highway, and to improve 90th St. and
extend it to 186th Ave. He sought Council’s direction on the next step.

Council discussed the possibility of developers wanting to disregard the Plan and the threat of
incoming businesses doing undesirable things prior to the plan being sufficiently enforceable.
Planning Manager Ladd said design guidelines would need to be developed and the code would
need to become less permissive, while still flexible as it applies to the development of Downtown
properties. He also recommended Council focus on the infrastructure of Downtown as a priority.
Councilmember DeLeo suggested Council confer with the design team to ensure they properly
understand Council’s intent for Downtown. There was discussion on the current vulnerability of
the triangle of land between 184th, Old Sumner-Buckley Hwy, and Hwy 410. The City Attorney
recommended considering a moratorium or another method to “buy time” for the City to finalize
the CFP and Design Guidelines for the area. Councilmember Bowen suggested speaking with the
Downtown Developer’s Group to obtain their feedback. City Attorney Dionne said he would
discuss options with the Planning Department and return to the next workshop with a clearer
picture of what needs to be done. Mayor Johnson thanked the Planning Manager for his hard
work.

6. Executive Session: Pursuant to RCW 42.30.110(1)(b) Mayor Johnson called an executive session
at 8:03 p.m. to discuss property acquisition for 10 minutes. At 8:12 p.m. the meeting was
extended for 10 minutes. At 8:21 p.m. the meeting was extended for 5 minutes. The meeting
reconvened at 8:23 p.m.

7. Adjournment

Councilmember Rackley moved to adjourn the workshop at 8:23 p.m. Councilmember
Bowen seconded the motion.

Motion approved 6 – 0.
Items submitted to the Council Meeting of March 6, 2007:

- City of Bonney Lake – *Cantrell Proposal for moving swim line at Allan Yorke Park* – Councilmember Phil DeLeo.

- Sumner/Bonney Lake Communities for Families Coalition – *14th Annual Community Summit Brochure* – Marilee Hill-Anderson
I. CALL TO ORDER – Mayor 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

Records & Information Specialist Phelan called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cherylce Noble and Councilmember Jim Rackley.

Staff members present were City Administrator Don Morrison, Planning & Community Development Director Bob Leedy, Public Works Director Dan Grigsby, Chief Financial Officer Beth Anne Wroe, Police Chief Mike Mitchell, City Attorney James Dionne, and Records & Information Specialist Virginia Phelan.

C. Announcements, Appointments and Presentations

1. Announcements: None.

2. Appointments: Marvin Vialle- Interim Planning Director and Kathy James-Assistant Planner

3. Presentations:
   a. Proclamation – Arbor Day 2007
      Mayor Johnson said this is the second annual Arbor Day and councilmembers Noble and Rackley suggested a contest in honor of Robert Ceola. Mayor Johnson read the Arbor Day proclamation and said Arbor Day will be April 11, 2007.

   b. Proclamation – Bonney Lake High School Sports
      Mayor Johnson said June 8th was to be Panther Sports Day and introduced Brett McDaniel, Bonney Lake High School Basketball Coach. Mr. McDaniel discussed the athletic and academic accomplishments of the Basketball team and introduced the members in the audience. Wrestling Coach Tony Clark spoke also to the accomplishments of his team. He said Panther Athletics are looking good at Bonney Lake High School despite it being a new school and this being the first year of seniors. Mr. McDaniel
introduced Kristin Scribner, who won the state championship for gymnastics. He said she is the first state champion of Bonney Lake High School athletics and still maintains a 3.8 GPA. Mayor Johnson congratulated all the athletes and instigated a standing ovation for them.

D. Agenda Modifications:
Deputy Mayor Swatman moved to amend the agenda to include Ordinance D07-72 as Item C of Full Council Issues and Resolution 1669 as Item D of Full Council Issues. Councilmember Noble seconded the motion.

Motion approved 7 – 0.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE

A. Public Hearings: None.

B. Citizen Comments:

Don Sangesand, 5616 195th Pl. E., said several councilmembers told him the Ball Park Well meets EPA standards. He said the Council thinks the EPA is all seeing and all knowing and that he is wrong. However, now that the EPA wants cities to contain and treat storm water, Bonney Lake is suing them. Mr. Sangesand commented on the irony of that decision and said it took the EPA too long to realize the obvious about stormwater. He added that the prior administration was primarily concerned with helping developers no matter what the cost was to citizens.

Councilmember Rackley said the City did not join the lawsuit against the EPA, they merely discussed it as there was a time line. City Administrator Morrison said the City is happy with the EPA stormwater regulations. The concern discussed previously was in regards to the Washington Department of Ecology and how they were varying from the EPA regulations.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:

[A3.6.4]

A. Finance Committee
Deputy Mayor Swatman said the Finance Committee met this evening and discussed:
1. Resolution 1664 – Replacing a budgeted Maintenance Worker 1 position with an Administrative Specialist position;
2. Resolution 1669 – Proposed contract for an urban designer;
3. An interim city hall;
4. Master Business License program;
5. Discussion on a cellular lease contract conversion program, which the committee would not be recommending;

6. Space needs for the Municipal Court, which includes interim space and using part of the urban design contract to have the consultants design some new buildings;

7. Report on PWTF Loan for Sumner sewer plant; and

8. Council committee procedures; Committees want to review any items they desire and some legal requirements will need to be determined before that can be implemented.

B. Community Development Committee

Councilmember Rackley said the Community Development Committee met on March 5th and discussed downtown stormwater, as well as the request of a contractor to close South Prairie Road, in order to finish their project, which the committee deemed a bad idea. He said the committee forwarded the following items to this meeting’s agenda:

1. Ordinance D07-07 - The miscellaneous fixes ordinance to codify administrative determinations from Planning & Community Development Director Leedy’s work over his years at Bonney Lake;

2. Taragon Junction 192 sewer and water developer extension agreement;

3. Debris grinding contract;

4. Water developer’s extension agreement with Lakeland East Div. 21;

5. Water developer’s extension agreement with Ashton Village;

6. Personal services agreement with Parametrix for 410 Sewer Repair, phases I and II;

7. Street Tree Plan/Community Forest Plan which will be done with grant money;

8. Grange improvements on 91st St. and 79th St.;

9. Changes in ward boundaries; and

10. Annexation of Angeline Road.

C. Public Safety Committee

Councilmember DeLeo said the Public Safety Committee had met on Monday, March 5th and forwarded to Council an out-of-state travel request for two police officers.

D. Other Reports:

Councilmember Absence.

Councilmember King said he would be out of town on business next week and would miss the March 20th Council Workshop.

PCRC Affordable Housing Workshop.

Councilmember King encouraged everyone to attend the upcoming workshop at Sumner City Hall on March 14th, from 6:30 p.m. to 8:30 p.m. He requested the presence of Planning Manager Ladd or another Planning Department representative.
He said he will be reporting the City’s impressions to his PCRC Affordable Housing Subcommittee for consideration as they deliberate on County wide planning policies.

**Plateau Planning Group.**
Deputy Mayor Swatman said he and the Mayor met with this group on March 7th. He said Plateau 465, Cascadia, Weyerhaeuser and others are trying to cooperate together to solve the transportation problem in the area. He added his concern is with the sewer situation. Cascadia is reluctant to discuss the sewer, but say they have it for all phases. He said the others seemingly want to be over taken by the City. Mayor Johnson related he and Administrator Morrison met with John Ladenburg and Shawn Bunney to discuss an interlocal agreement to study the South end of the City, the CUGA and related topics. He said they told him Cascadia may have a membrane plant which the County would operate. Deputy Mayor Swatman expressed hope that the County would draw their sewer service area large enough. He added that Chip Vincent from the County will update Council on Tuesday as to the Alderton-McMillan plan. He said areas in Alderton-McMillan wish to penetrate the City’s UGA so they will be less limited.

**Food Card Class.**
Councilmember DeLeo announced a class would be held at the Senior Center by the Tacoma-Pierce County Heath Department to obtain a food handler’s card. The class is on March 28th from 6:00 p.m. to 8:00 p.m. and will cost $10.

**Wastewater Treatment.**
Councilmember Rackley said there is a meeting on March 15th to discuss wastewater treatment with Sumner.

**Beautify Bonney Lake.**
Mayor Johnson said he recently attended a Beautify Bonney Lake meeting and this year it appears there will be many more participants than in years prior. There will be two staging areas, one at the Transit Center for work on the North end of the City and the other will be at Bonney Lake High School for work on the South end of the City. He added the School District will be assisting with a school bus for transporting people. Councilmember King said there was also discussion with DM Disposal on the idea of coupling Hazardous Waste Disposal Day with Beautify Bonney Lake.

**IV. CONSENT AGENDA:** [A3.6]

A. **Approval of Corrected Minutes:** February 17th & 18th Special Council Meeting (Retreat), February 20th Council Workshop and February 27th Regular Council Meeting. [A3.6.2]

B. **Checks/Vouchers:** Accounts Payable checks/vouchers #46676 in the amount of $35.00; checks/vouchers #46677 thru #46679 in the amount of $61,315.28; checks/vouchers #46680 thru #46795 in the amount of $264,191.92; checks/vouchers #46796 thru #46817 in the amount of $4,036.61 for utility refunds; and
checks/vouchers #46818 thru #46819 in the amount of $18,839.42 for accounts receivable deposit refunds. [F4.9]  

C. **Payroll**: Payroll for February 16-28, 2007 for checks 25751-25791, including Deposits and Electronic Transfers in the amount of $424,831.82. [F4.9]  

D. **AB07-02 – Ordinance 1227 [D07-02]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Annexing Certain Real Property, Identified As The “Angeline Road Annexation Area”, To The City Pursuant To RCW 35A.14.120, Effective On April 16, 2007. [O 3.2.1]  

E. **AB07-03 – Ordinance 1228 [D07-03]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Applying R-1 Zoning To The Area Commonly Referred To As The “Angeline Road Annexation Area”. [O3.2.1]  

F. **AB07-23 – Resolution 1647** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Finalization And Recording Of The Latecomer Agreement For High County Homes. [A 3.13.5.1]  


I. **AB07-64 – Resolution 1666** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With Parametrix For SR 410 Sewer Repair Phases 1 & 2. [O 4.5.1]  

J. **AB07-69** – A Motion of the Bonney Lake City Council Authorizing Out-of-state Travel for Sgt. Sasaki and Officer Kiblinger to Training in Florida. [A 4.7] [A 3.6.10]  

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

Motion approved 7 – 0.
Deputy Mayor Swatman moved to approve Resolution 1664. Councilmember Rackley seconded the motion.

Mayor Johnson said this resolution is to assist the Public Works Department, particularly the Assistant Public Works Director and Administrative Specialist IV. Administrator Morrison said this is a slightly less expensive position, but is needed more than the Maintenance Worker I at this time. He added that there is funding next year for an additional Maintenance Worker I. Mayor Johnson explained the Maintenance Worker I position budgeted for this year is merely being “swapped out” with an Administrative Specialist II position. Public Works Director Grigsby said there has not been an increase in administrative staff, despite the increasing workload and increases in crew.

Motion approved 7 – 0.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:


Councilmember Rackley moved to approve Resolution 1661. Councilmember Hamilton seconded the motion.

Motion approved 5 – 2
Deputy Mayor Swatman and Councilmember Noble voted no.


Councilmember Rackley moved to approve Resolution 1665. Councilmember Hamilton seconded the motion.

Motion approved 7 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

A. **AB07-62 – Ordinance D07-62 [Ordinance 1231]** - An Ordinance Of The City Council Of The City Of Bonney Lake Amending Chapter 1.12 Of The Bonney Lake Municipal Code And Ordinance Nos. 1223, 1118, 1030, 923, 816, 648, 556, And 388
Relating To Designation Of City Council Ward Boundaries. [A 3.5.5] [A 1.1.3]

Councilmember Rackley moved to adopt Ordinance 1231. Councilmember Noble seconded the motion.

Deputy Mayor Swatman thanked staff for all their hard work on redistricting the wards in such a short period of time.

Motion approved 7 – 0.

B.  **AB07-07 – Ordinance D07-07 [Ordinance 1230]** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Various Portions Of The Bonney Lake Development Regulations, And Their Underlying Ordinances, To Fix Miscellaneous Contradictions, Ambiguities, And Similar Housekeeping. [A 3.5.5]

Councilmember Rackley moved to adopt Ordinance 1230. Deputy Mayor Swatman seconded the motion.

Councilmember Rackley said this ordinance is the legacy of Director Leedy. It will codify most of his administrative recommendations over the past few years. He noted that he hopes it is passed. Director Leedy added the administrative recommendations occurred when there were problems with code interpretation. Councilmember Noble asked if the attorney had looked over the ordinance, to which City Attorney Dionne responded in the affirmative.

Motion approved 7 – 0.

C.  **AB07-72 – Ordinance D07-72 [Ordinance 1229]** – An Ordinance Of The City Of Bonney Lake, Washington, Establishing A Moratorium On The Acceptance Of Development Permit Applications For The Downtown Core Zone. [03.6.4]

Deputy Mayor Swatman moved to adopt Ordinance 1229. Councilmember Noble seconded the motion.

Deputy Mayor Swatman said this ordinance reflects Council direction relating to code issues with Downtown. It affects eleven properties inside the Downtown Core triangle. He added it gives the City the time it needs to get things in order. City Attorney Dionne said the language of Section 5 needs to be replaced in order for the ordinance to be effective immediately. He suggested the words “Pursuant to RCW 35A.12.130, the Council declares a public emergency and finds that in order to protect the public health, safety, property and peace, this ordinance shall be effective upon adoption”. He added that the ordinance will require five votes to pass.

Councilmember Rackley noted that the City intends to move swiftly so the moratorium will not be needed for long. City Attorney Dionne said the new language in the ordinance is only to allow the City to maintain status quo for the next five days so no one applies for permits to avoid the pending ordinance.
Councilmember DeLeo moved to strike Section 5 and replace it with “Pursuant to RCW 35A.12.130, the Council declares a public emergency and finds that in order to protect the public health, safety, property and peace, this ordinance shall be effective upon adoption”. Councilmember Rackley seconded the motion.

Motion to amend Ordinance 1229 approved 7 – 0.

Councilmember King said the word “moratorium” tends to raise a lot of eyebrows. The City has significant work to do to ensure the health and safety of the citizens in this crucial project. He said there are problems, but they are not unsolvable. Direction can be made quickly and the permitting process can be reopened. Councilmember Hamilton asked if there were any permit applications currently in place for the area in question. Director Leedy responded no. In response to inquiry as to how applications would be handled during this moratorium, Director Leedy said the Permit Counter would probably have copies of the ordinance for distribution with a cover memo explaining the moratorium and its anticipated length. Councilmember Hamilton confirmed with Director Leedy property owners would be notified and that all permits, including tenant improvements, would be affected by this ordinance.

Motion to approve Ordinance 1229 as amended approved 7 – 0.

D AB07-73 – Resolution 1669 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Personal Services Agreement Between The City Of Bonney Lake And Makers Architecture & Urban Design To Develop Design Guidelines For Downtown, A Capital Facilities Plan For Downtown And Schematics For A Commercial / Retail Building On 184th Ave. [03.1]

Councilmember Noble moved to approve Resolution 1669. Councilmember DeLeo seconded the motion.

Councilmember Rackley asked if the City went to bid for this project. Deputy Mayor Swatman said the City chose Makers because they have a vision of what they want to see and have been working on the Downtown project all along. He said Planning Manager Ladd supports this vigorously and is confident in his work as well as the abilities of Makers to review and provide input. Councilmember King asked that the Design Commission be involved. Director Leedy said they have been at the staff level and will continue.

Councilmember Hamilton asked about the design for a commercial office building. Administrator Morrison explained the property is located at the site of the old Montessori school and it will provide space for Court, possibly Council Chambers and other offices in the interim until a new city hall is built. Councilmember
Hamilton asked about the legality of renting areas of the building for commercial use. City Attorney Dionne said it is acceptable as long as it is for a public purpose. Since the City will be building something with extra space to prepare for future needs, they are allowed to rent it in the interim.

**Motion to approve Resolution 1669**

approved 7 – 0.

IX. **EXECUTIVE SESSION:** Pursuant to RCW 42.30.110(1)(b) the City Council announced an Executive Session for 15 minutes to discuss property acquisition, to be preceded by a three minute break. At 8:17 p.m. the meeting adjourned to Executive Session. At 8:38 p.m. the Executive Session was extended for 10 minutes. The regular Council meeting reconvened at 8:47 p.m.

X. **ADJOURNMENT**

At 8:47 p.m., Councilmember Hamilton moved to adjourn the meeting. Councilmember Noble seconded.

Mayor Johnson concluded the meeting by expressing his appreciation to Director Leedy for his contributions to the City.

**Motion approved 7 – 0.**

Virginia Phelan  
Records & Information Specialist

Mayor Neil Johnson, Jr.
ACCOUNTS PAYABLE AND
UTILITY REFUND CHECKS/VOUCHERS

03/27/2007

Accounts Payable checks/vouchers #46820 thru 46952 (and wire transfer #2617533) in the amount of $1,088,371.27.

Accounts Payable check/voucher #46953 in the amount of $165.00.
PAYROLL CERTIFICATION
2007

Payroll for March 1-15, 2007 for checks 25792 - 25801 in the amount $6,175.00,

Payroll for March 1-15, 2007 for checks 25802 - 25819 in the amount $23,418.22,

   Electronic Transfer for $7,134.44

Payroll for March 1-15, 2007 for checks 25820 - 25825 including Deposits and

   Electronic Transfers for $92,506.94 (Police Guild)

Payroll for March 1-15, 2007 for checks 25826 - 25857 including Deposits and

   Electronic Transfers for $251,866.03 (AFSCME and non-represented)
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>
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<tr>
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<td>27 March 2007</td>
<td>AB07-77</td>
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<td>Councilmember Sponsor:</td>
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**BUDGET INFORMATION**

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<th>Required Expenditure</th>
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<th>Remaining Balance</th>
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<td>TBD</td>
<td>$80,500.00 TBD</td>
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**Explanation:**

**Agenda Subject:** Approve consulting services for Water System Development Charge (SDC) and Comprehensive Water System Plan (CWSP). ($80,500.00)

**Administrative Recommendation:**

**Background Summary:** Update the Water SDC and CWSP utilizing the most current data available.

Utilizing lessons learned from the recent Trial over Water SDCs, create a Water SDC Report and Update the CWSP utilizing 2006 data. Utilizing information generated for the trial will reduce significantly the costs to update these two documents. Ensure adequate legal review of these documents is provided prior to their adoption by City Council.

Complete this process as quickly as possible while complying with procedures and public meetings required to update SDCs and the CWSP.

<table>
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<tr>
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<th>Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
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<td>Planning Commission:</td>
<td>Park Board:</td>
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<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
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<td>Community Development &amp; Planning Committee:</td>
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<td>Council Workshops: 3/19/07</td>
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**Council Action:**

Council Call for Hearing: Council Hearings Date:

Council Referred Back to: Workshop: Committee:

Council Tabled Until: Council Meeting Dates: 3/27/07

**Signatures:**

Director of Administration: Mayor: Date City Attorney Reviewed:

[Signatures]

[Signature]

[Signature]
COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 19, 2007

ORIGINATOR: John Woodcock TITLE: City Engineer

SUBJECT/DISCUSSION: Update the Water System Development Charge (SDC) and Comprehensive Water System Plan (CWSP).

ORDINANCE/RESOLUTION: #1673

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve consulting services for the Water System Development Charge (SDC) and Comprehensive Water System Plan (CWSP).

Update the Water SDC and CWSP utilizing the most current data available.

Utilizing lessons learned from the recent Trial over Water SDCs, create a Water SDC Report and Update the CWSP utilizing 2006 data. Utilizing information generated for the trial will reduce significantly the costs to update these two documents. Ensure adequate legal review of these documents is provided prior to their adoption by City Council.

Complete this process as quickly as possible while complying with procedures and public meetings required to update SDCs and the CWSP.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

FINANCE DIRECTOR

CITY ATTORNEY

BUDGETED ITEM:

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COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairperson 3-19-07

Mark Hamilton 3-19-07

David Bowen 3-19-07

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:

CITY CLERK CITY ATTORNEY

Please schedule for Council Meeting date of: March 27, 2007

Consent Agenda: ☑ Yes ☐ NO
RESOLUTION NO. 1673

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS WITH RH2 ENGINEERING, INC. AND FINANCIAL CONSULTING SERVICE GROUP, INC. TO UPDATE THE COMPREHENSIVE WATER SYSTEM PLAN AND WATER SYSTEM DEVELOPMENT CHARGES.

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

PASSED by the City Council this 27th day of March, 2007.

__________________________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 27th day of March, 2007, by and between the City of Bonney Lake ("City") and RH2 Engineering, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

**Insurance**

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

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

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

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

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

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

**C. Other Insurance Provisions**

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

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

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

**D. Acceptability of Insurers**

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

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: ____________________________        By: ____________________________

Neil Johnson Jr., Mayor

**Attachments:**

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

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

The Consultant’s work under this Agreement shall be compensated at the rate specified herein:
ACTIVITY 1 – COORDINATION WITH PROJECT TEAM & DATA COLLECTION

Tasks:
1. Attend project kick-off meeting with City staff, Attorneys and Financial Consultant to discuss System Development Charge (SDC) methodology.
2. Coordinate with City staff during the data collection process. This includes coordination with City staff over the telephone, submitting lists of data needs to the City and reviewing data provided by the City. It is anticipated that consumption data for 2005 and 2006 will be available from the City’s Finance Department and production data for 2004 through 2006 will be available from the City’s telemetry system.

ACTIVITY 2 – UPDATE GROWTH PROJECTIONS

Tasks:
1. Update current and projected growth within the City’s service area, based on available information from the City staff and from county and state population data.
2. Update tables on population projections.

ACTIVITY 3 – UPDATE WATER DEMANDS

Tasks:
1. Update yearly totals of metered consumption for each customer class and the average number of accounts in service for each year from 2005 through 2006, based on available information provided by the City.
2. Tabulate the ten largest water users and the total water use of each for the year 2006.
3. Tabulate yearly totals of water production from each supply facility from 2004 through 2006.
4. Calculate per capita demands based on the average day demand and population data for 2005 and 2006.
5. Calculate the number of equivalent residential units (ERUs) within the system based on the water consumption and supply data.
6. Identify the unaccounted-for water in the system by analyzing the differences between billing consumption records and supply records.
7. Calculate the system average day demand based on the yearly water supply data from 1996 through 2006. Review available telemetry and field records for the supply and storage facilities and compute the system’s peak day and peak hour demands for 2005 and 2006.
8. Update historical demands to include 2005 and 2006.
9. Update 1-year through 20-year demand projections based on projected population data and historical per capita demands. Demand projections shall be tabulated with and without additional water use reductions from conservation.

10. Provide the following tables, each integrated with the chapter text.
   - Average Annual Metered Consumption and Service Connections
   - 2006 Largest Water Users
   - Historical Supply and Per Capita Demands
   - Existing Demands by Pressure Zone
   - Equivalent Residential Units
   - Unaccounted-for Water
   - Peak Demands and Demand Ratios
   - General Fire Flow Requirements
   - Future Water Demand Projections
   - Future ERU Projections

**ACTIVITY 4 – UPDATE WATER SYSTEM IMPROVEMENTS**

**Tasks:**

1. Prepare a list of proposed water system improvements based on the results of the existing system and proposed system analyses. Briefly describe each group of related improvements and the purpose/benefit of the improvements.

2. Prepare an approximate cost estimate for each improvement based on current industry prices.

3. Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, the associated cost estimate, and the scheduling of the improvements on an annual basis for the first 6 years and at 6-year intervals for the 20-year planning period. Provide the following tables, each integrated with the chapter text.
   - 6-year CIP
   - 10-year CIP
   - 20-year CIP

4. Prepare color figures of the following:
   - Proposed Water System Improvements; and
   - Proposed Improvements Hydraulic Profile.
ACTIVITY 5 – SYSTEM DEVELOPMENT CHARGE CALCULATION AND REPORT

This activity will be performed in conjunction with the Financial Analysis activity for the water system plan. The results of this activity will be presented in a separate report and summarized in the Financial Analysis chapter.

Task:

1. Review bill-of-sale data provided by the City for accuracy and completeness and coordinate with staff during follow-up data collection efforts.
2. Adjust water system value to not include individual services and fire hydrants. Actual data from bill-of-sales will be used where available and estimates will be used to calculate value for remaining services and hydrants to account for all services and hydrants in the system.
3. Review pipe inventory for accuracy and completeness and coordinate with staff during follow-up data collection efforts.
4. Update model to include pipe age based on as-builts, bill-of-sales and input from City staff. Develop alternative rate structures (up to three) for system development charge.
5. Prepare SDC calculation methodology for review by City staff.
6. Attend one meeting with City and public to review findings and proposed approach.
7. Meet with Council to obtain input before development of final recommendations and presentation for approval.
8. Prepare draft report for City’s review and final report that addresses City comments.

ACTIVITY 6 – LEVEL-OF-SERVICE EVALUATION

This activity will be performed in conjunction with the remaining activities for the water system plan. The results of this activity will be presented in a separate report that will be included in the appendix of the water system plan and summarized in the Demand chapter.

Tasks:

1. Prepare two alternatives on demand management and level-of-service based on 10-year average and worst case demand projections for Council’s review.
2. Prepare draft report for City’s review and final report that addresses City comments.

ACTIVITY 7 - DRAFT PLAN PREPARATION AND PRESENTATION

Tasks:

1. Bind draft plan documents in three-ring binder format for easy editing, updating and cataloging. Print up to 5 sets of the draft plan for review by the City.
2. Submit the final plan to adjacent cities and water districts for their review and comment.
3. Submit the final plan to the County and State Departments of Health for their review.
4. Attend one meeting to present the completed plan to City staff, City Council and the public.
ACTIVITY 8 - FINAL PLAN PREPARATION

Tasks:
1. Revise the plan based on comments from the City's review.
2. Bind the final plan documents in the format selected by the City and print up to 10 sets of the plan and color figures.

ACTIVITY 9 - CONVERT PLAN TO DIGITAL FORMAT ON CD

This activity involves converting all documents and figures into a digital PDF format with indexing and links for ease of use by City staff and others. This activity is not the task of simply copying files onto CD, but involves the creation of an electronic version of the water system plan with hyperlinks and an organizational format that will be intuitive and fully functional.

Tasks:
1. Create hyperlinks in table of contents and all plan chapters created by RH2 Engineering for linking to chapters, figures and appendices.
2. Set-up properties information for all Word files and convert to Adobe PDF files.
3. Scan appendices that are not available in electronic format and convert to Adobe PDF files.
4. Convert all figures available in electronic format to Adobe PDF files. This requires modification of layers for AutoCAD drawings. Water system figures will have zoom capabilities that enable users to zoom into the PDF figures for viewing of detailed information.
5. Organize and combine PDF files into appropriate sections of the plan.
6. Create bookmarks to enable easy navigation between all sections of the plan, following the same organizational format as the printed plan.
7. Review organizational structure and test all chapters, appendices, figures and hyperlinks.
8. Copy completed electronic plan to CDs for use by the City and distribution. Create, print and apply labels to CDs. Fee estimate is based on creating 10 CDs for the City.
### Exhibit B
City of Bonney Lake
Comprehensive Water System Plan and System Development Charge Update 2007
Engineering Fee Estimate

| Activity 1 - Coordination with Project Team and Data Collection | Principal | Professional | Technical | Administrative | Total | Total Cost | AutoCAD Cost | AutoCAD Plans | W.P. Cost | Total Expense 
|---------------------------------------------------------------|-----------|--------------|-----------|----------------|-------|------------|--------------|---------------|------------|------------|
| 1 Meeting with City, Attorneys, and FCSG                      | 8         | 13           | 0         | 20             | 1     | $20        | $1,332       | 0             | 1          | $1,332     
| 2 Coordinate and obtain 2005 and 2006 data                   | 1         | 2            | 2         | 1              | 0     | $10        | $406         | 0             | 0          | $406       
|                                                             | 9         | 0            | 2         | 0              | 0     | 0          | $50          | 0             | 2          | $50        
| **Total**                                                     | **8**     | **0**        | **4**     | **0**          | **1** | **$23**    | **$1,667**   | 0             | 0          | **$1,667** |

### Activity 2 - Update Growth Projections

| Activity 2 - Update Growth Projections | Principal | Professional | Technical | Administrative | Total | Total Cost | AutoCAD Cost | AutoCAD Plans | W.P. Cost | Total Expense 
|----------------------------------------|-----------|--------------|-----------|----------------|-------|------------|--------------|---------------|------------|------------|
| 1 Update Growth Projections             | 8         | 2            | 10        | 0              | 0     | $50        | $1,844       | 0             | 1          | $1,844     
| 2 Update Population Tables             | 2         | 2            | 3         | 0              | 1     | 1          | $900         | 0             | 1          | $900       
| **Total**                              | **8**     | **0**        | **4**     | **0**          | **1** | **$23**    | **$1,844**   | 0             | 0          | **$1,844** |

### Activity 3 - Update Water Demands

| Activity 3 - Update Water Demands | Principal | Professional | Technical | Administrative | Total | Total Cost | AutoCAD Cost | AutoCAD Plans | W.P. Cost | Total Expense 
|-----------------------------------|-----------|--------------|-----------|----------------|-------|------------|--------------|---------------|------------|------------|
| 1 Update Consumption Summary      | 2         | 1            | 3         | 0              | 0     | 2          | $29          | $464          | 3          | $493       
| 2 Tabulate 10 largest users        | 1         | 1            | 1         | 1              | 0     | 3          | $30          | $145          | 1          | $146       
| 3 Update Productions Data         | 1         | 1            | 1         | 1              | 0     | 4          | $40          | $204          | 5          | $209       
| 4 Calculate per Capitall demand factors | 2         | 2            | 2         | 0              | 0     | 5          | $50          | $375          | 6          | $381       
| 5 Calculate ERUs                   | 1         | 1            | 1         | 1              | 0     | 7          | $72          | $224          | 8          | $232       
| 6 Update unaccounted-for water     | 1         | 1            | 1         | 0              | 0     | 9          | $90          | $572          | 10         | $582       
| 7 Calculate ADD, PDO and PHD        | 3         | 2            | 1         | 0              | 0     | 10         | $164         | $264          | 12         | $286       
| 8 Update Historical demands        | 2         | 2            | 4         | 0              | 0     | 2          | $580         | $580          | 0          | $580       
| 9 Update Demand projections        | 2         | 4            | 4         | 1              | 7     | 1          | $960         | $869          | 0          | $869       
| 10 Update Consumption and Demand Tables | 2         | 4            | 1         | 7              | 1     | 47         | $3,456       | 0             | 0          | $3,456     
| **Total**                          | **15**    | **0**        | **8**     | **0**          | **1** | **47**     | **$3,456**   | 0             | 0          | **$3,456** |

### Activity 4 - Update Water System Improvements

| Activity 4 - Update Water System Improvements | Principal | Professional | Technical | Administrative | Total | Total Cost | AutoCAD Cost | AutoCAD Plans | W.P. Cost | Total Expense 
|-----------------------------------------------|-----------|--------------|-----------|----------------|-------|------------|--------------|---------------|------------|------------|
| 1 Update Proposed Improvements                | 8         | 4            | 2         | 14             | 2     | 1          | $78          | $1,990        | 2          | $2,068     
| 2 Update Cost Estimates                       | 2         | 1            | 2         | 6              | 5     | 2          | $28          | $616          | 2          | $638       
| 3 Prepare new 5-yr, 10-yr and 20-yr CIP       | 4         | 4            | 2         | 10             | 10    | 2          | $256         | $2,256        | 2          | $2,494     
| 4 Prepare Proposed Improvements Figures       | 2         | 18           | 18        | 8              | 12    | 5          | $206         | $2,306        | 0          | $2,306     
| **Total**                                     | **16**    | **0**        | **25**    | **0**          | **6** | **47**     | **$2,306**   | 0             | 0          | **$2,306** |

### Activity 5 - SDC Calculation and Report

| Activity 5 - SDC Calculation and Report | Principal | Professional | Technical | Administrative | Total | Total Cost | AutoCAD Cost | AutoCAD Plans | W.P. Cost | Total Expense 
|----------------------------------------|-----------|--------------|-----------|----------------|-------|------------|--------------|---------------|------------|------------|
| 1 Review Bills of Sale                 | 8         | 2            | 2         | 18             | 28    | 0          | $2,866       | 0             | 1          | $2,866     
| 2 Adjust for water services            | 4         | 2            | 40        | 46             | $3,668 | 0          | 1           | $3,668        | 0          | $3,668     
| 3 Review Pipe Inventory                | 2         | 12           | 4         | 24             | 42    | 1          | $5,900       | 0             | 1          | $5,900     
| 4 Update model & inventory to include pipe age | 2     | 12           | 4         | 15             | 38    | 10         | $8,400       | 0             | 2          | $8,402     
| 5 Calculate SDC                        | 12        | 2            | 14        | 2              | $2,200 | 0          | 20          | $2,200        | 1          | $2,201     
| 6 Public Meeting                       | 8         | 2            | 10        | 1              | $1,448 | 2          | 20          | $1,450        | 0          | $1,450     
| 7 Review options with Council          | 8         | 2            | 10        | 1              | $1,448 | 2          | 20          | $1,450        | 0          | $1,450     
| 8 Prepare Report for review by Council  | 8         | 4            | 12        | 1              | $1,584 | 4          | 20          | $1,604        | 4          | $1,608     
| **Total**                              | **52**    | **28**       | **16**    | **96**         | **200** | **0**      | **$20,660**  | **5**          | **0**      | **$20,660** |
### Exhibit B
City of Bonney Lake
Comprehensive Water System Plan and System Development Charge Update 2007
Engineering Fee Estimate

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### EXHIBIT C
### RH2 Engineering
### SCHEDULE OF RATES AND CHARGES

#### 2007 HOURLY RATES

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#### PURCHASED SERVICES

All purchased printing, copying, miscellaneous and consultant services are billed at cost plus 15%.

#### CHANGES IN RATES

Rates listed here are adjusted annually. The current, most recent schedule of hourly rates are used for billing purposes. Payment for work accomplished shall be on the basis of hourly rates in effect at the time of billing plus direct expenses and out-of-service rates stated in this Exhibit.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: John Woodcock – City Engineer
Council/Wkshp Meeting Date: 19 March 2007
Agenda Item Number: AB07-67
Ordinance Number: 
Resolution Number: 1667
Councilmember Sponsor: 

BUDGET INFORMATION

2007 Budget Amount $18,000
Required Expenditure $17,971.00
Impact
Remaining Balance $29.00
Explanation: 415.999.594.41.065

Agenda Subject: Personal Services Agreement with CTS for Drainage Improvement at 191\textsuperscript{st} & 79\textsuperscript{th}.

Administrative Recommendation:

Background Summary:

Approve Personal Services Agreement with CTS for Drainage Improvement at 191\textsuperscript{st} & 79\textsuperscript{th}.

This Scope of Work provides for the design of a storm water conveyance system with related street improvements in the vicinity of the intersection of 191\textsuperscript{st} Avenue and 79\textsuperscript{th} Street in the City of Bonney Lake.

A 2006 drainage study indicated that prior development in this vicinity, specifically the redirection of a natural drainage channel into and out of the roadway ditch. The previous drainage changes included directing the drainage into various undersized pipes places at roughly ninety degrees to the primary flow direction.

Council Committee Dates: Commission Dates: Board/Hearing Examiner Dates:
Finance Committee: Planning Commission: Park Board:
Public Safety Committee: Civil Service Commission: Hearing Examiner:
Community Development & Planning Committee: 3/19/07
Council Workshop:

Council Action:
Council Call for Hearing: Council Hearings Date:
Council Referred Back to: Workshop: Committee
Council Tabled Until: Council Meeting Dates: 3/27/07

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

DATE: March 19, 2007

ORIGINATOR: John Woodcock TITLE: City Engineer

SUBJECT/DISCUSSION: Personal Services Agreement with CTS for Drainage Improvement at 191st & 79th

ORDINANCE/RESOLUTION: # 1667

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve Personal Services Agreement with CTS for Drainage Improvement at 191st & 79th

This Scope of Work provides for the design of a storm water conveyance system with related street improvements in the vicinity of the intersection of 191st Avenue and 79th Street in the City of Bonney Lake.

A 2006 drainage study indicated that prior development in this vicinity, specifically the redirection of a natural drainage channel into and out of the roadway ditch. The previous drainage changes included directing the drainage into various undersized pipes places at roughly ninety degrees to the primary flow direction.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

FINANCE DIRECTOR
CITY ATTORNEY

BUDGETED ITEM:

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COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairperson 3-19-07

Mark Hamilton 3-19-07

David Bowen 3-19-07

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK CITY ATTORNEY

Please schedule for Council Meeting date of: March 27, 2007

Consent Agenda: ☑ Yes ☐ NO
RESOLUTION NO. 1667

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH CTS ENGINEERING FOR DRAINAGE IMPROVEMENT AT 191ST & 79TH.

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 27th day of March, 2007.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of March, 2007, by and between the City of Bonney Lake ("City") and CTS Engineers ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

**Insurance**

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

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

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

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

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

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

**C. Other Insurance Provisions**

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

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

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

**D. Acceptability of Insurers**

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

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

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

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

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

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

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

CITY OF BONNEY LAKE

By: ____________________________
    Neil Johnson Jr., Mayor

CONSULTANT

By: ____________________________
    [Signature]
    P.E.

Attachments:

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

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

This Scope of Work provides for a storm water drainage study of possible improvement solutions of known storm water issues in the vicinity of the intersection of 191st Avenue East and 79th Street East in the City of Bonney Lake.

A 2006 drainage study indicated that prior development in this vicinity, specifically the redirection of a natural drainage channel into and out of the roadway ditch, has generated a flooding hazard that could endanger both public and private property. The previous drainage changes included directing the drainage into various undersized pipes placed at roughly ninety degrees to the primary flow direction.

Additionally, various concerns have been raised by citizens in the area regarding unfavorable storm water encroachments into yards and buildings.

This study particularly deals with the drainage corridor (area of concern) that begins at the upstream end near the junction of (1) the Lake Bonney drainage channel coming from the northwest, and (2) a ditch coming from the north along the rear property lines of the dwellings on the west side of 191st Avenue. The area of concern for this study continues downstream to a point south of 79th Street where storm water returns to its natural alignment. Of particular interest to this study are several homes within the area of concern on the west side of 191st Avenue where the groundwater table has been known to be near the ground surface.

This study will analyze three drainage improvement options including: (1) a new, bypass pipe system for conveying upstream runoff safely through the area of concern, (2) a new storm water quantity control detention pond within the area of concern in conjunction with a new bypass system, and (3) other upgrades to the existing system specifically intending to decrease storm event water levels in sensitive areas.

For each drainage improvement options, cost estimates and relative benefits will be determined. Recommendations will be made based on the findings of the analyses.

In order to achieve this goal, the City of Bonney Lake (City) proposes to have CTS Engineers (CTS) complete the following tasks and subtasks:

1. DRAINAGE ANALYSIS
   1.1. Obtain and Review Hydrology Background Information: The primary source of modeling data used in this study will be the source data and results of a previous study, “Bonney Lake Storm Water Study, Bonney Lake, Washington - Drainage Corridor Report” dated September 20, 2006, prepared by CTS. Additional specific topography and design criteria information will be collected (both through field observations and available map information) regarding
localized hydrology basin limits and flow paths, and regarding detention pond layout options and limitations. Additional hydrologic and hydraulics background information will be obtained, as needed, from available records of local, regional, and national entities, including the Pierce County Design Standards on detention design criteria and conveyance systems.

1.2. **Perform Hydrologic and Hydraulic Modeling:** Regional and local drainage parameters will be applied to individually-delineated watershed subareas to determine localized flow rates. A hydrology model will be created in accordance with Santa Barbara Urban Hydrograph methods, using the details of the delineated and characterized watershed subareas to determine peak runoff rates for a standard 2-, 10-, 25-, and 100-year, 24-hour storm events, at key design locations. Primary drainage system options will be sized with hydraulic grade line analyses with respect to pipe grade, structures, flow rate, downstream conditions, and proposed lateral connections. Design inlet and lateral sizes will be determined based on localized 25-year storm event flow rates per County Criteria. The detention pond option will be modeled using standard level-pool routing methods for the 2-, 10-, and 100-year storm events per County criteria.

1.3. **Evaluate and Rank Alternatives for Resolving Drainage Problems:** After the proposed drainage improvement options have been modeled, the effects and benefits of various improvements to the watershed will be determined. The improvements will be ranked on cost, ability to solve known problems, requirements for easements, hydraulic effectiveness, and other determinable factors.

2. **PREPARE DELIVERABLES**

2.1. **Prepare Drainage Report and Estimates:** The deliverable for this phase of the project will be a Storm Water Study report that will document the results of this study, and provide details of the proposed drainage improvement options, including their estimated construction cost.

3. **PROJECT MANAGEMENT**

3.1. **General Coordination:** The Project Team will coordinate with the City’s representative on a regular basis. Close coordination with the City will be maintained at all times by means of email and telephone calls to advise on project progress and discuss any issues that arise.

3.2. **Study Workshop:** The Project Team will present and discuss its findings with the City Council and City Engineer.

3.3. **Ongoing Project Management:** This subtask provides for the ongoing direction and coordination of the project team, and monitoring of the schedule and budget.

3.4. **Quality Assurance / Quality Control:** All deliverables will be reviewed prior to submittal, in accordance with CTS’s QA/QC procedures.

**Assumptions:**

CTS’s accompanying fee proposal is based on the following assumptions:

1. The City will arrange for all rights-of-entry to private property, as needed to permit field reconnaissance to be performed.
2. The design flow rates for any conveyance improvements for the channel from Lake Bonney and for the backyard ditch described in the introduction will be the values established for these locations for the 100-year, 24-hour design storm, in “Bonney Lake Storm Water Study, Bonney Lake, Washington - Drainage Corridor Report” dated September 20, 2006, prepared by CTS. Supplemental calculations will be performed for localized street flows as needed for estimating inlets, lateral pipes, and ponds.

3. Proposed hydraulic grade lines (HGL) will be determined for main storm drain lines. HGL calculations for minor laterals will not be provided.

4. This project does not include provisions for property boundary information or the creation of easements.

5. This project does not include meetings with outside agencies.

6. This project does not include engineering design or construction drawings.
EXHIBIT A-1
CONSULTANT FEE DETERMINATION - SUMMARY SHEET
City of Bonney Lake
Drainage Improvements - 191st Ave. & 79th Street

LABOR COST:

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<td>$116.07</td>
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DIRECT COSTS

- Travel: 400 miles @ $0.445 $178
- Communications: $150

**TOTAL DIRECT COSTS** $328

**TOTAL ESTIMATED COST** $17,971
### Exhibit A-2

City of Bonney Lake

Drainage Study - 191st Ave. & 79th Street

Consultant Estimated Personhours and Labor Costs

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<td>1.1 Obtain and Review Hydrology Background Information</td>
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<td>1.2 Perform Hydrologic and Hydraulic Modeling</td>
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<td>1.4 Evaluate and Rank Alternatives for Resolving Drainage Problems</td>
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<td>2.0 Prepare Deliverables</td>
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<tr>
<td>2.1 Prepare Drainage Report and Estimates</td>
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<td>5.0 PROJECT MANAGEMENT</td>
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<tr>
<td>5.1 General Coordination</td>
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<td>5.2 Study Workshop</td>
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<td>5.3 Ongoing Project Management</td>
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<td>5.4 Quality Assurance / Quality Control</td>
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TOTALS: 20 20 2 90 4 16 152 $17,643
EXHIBIT B: RATES

The Consultant's work under this Agreement shall be compensated at the rates specified herein:
Exhibit B-1
BILLING RATE BREAKDOWN

Drainage Improvements - 191st Ave. & 79th Street

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Map of 191st Avenue & 79th Street
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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<td>27 March 2007</td>
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**BUDGET INFORMATION**

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**Explanation**

301.006.595.30.065

**Agenda Subject:** Bonney Lake City Center Development – Scope of Work and Fee Proposal for preparation of a Traffic Impact Analysis for a planned, mixed-use development in the City’s downtown area.

**Administrative Recommendation:**

**Background Summary:** Approve Bonney Lake City Center Development – Scope of Work and Fee Proposal for preparation of a Traffic Impact Analysis for a planned, mixed-use development in the City’s downtown area.

The proposal is located at Sumner-Buckley Highway and is the future 184th Avenue E. Extension. The proposed City Center Development will include a number of land uses: residential, including single family detached homes, town homes and a multifamily building; retail; restaurant; and office.

The project is proposed for development in two phases over the next five years. Phase 1 – Traffic Scoping Analysis and Phase 2 Traffic Impact Analysis.

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<td>Finance Committee:</td>
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<th>Council Referred Back to:</th>
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**Signatures:**

Dir. Authorization: [Signature]
Mayor: [Signature]
Date City Attorney Reviewed: [Date]
COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 19, 2007

ORIGINATOR: John Woodcock TITLE: City Engineer

SUBJECT/DISCUSSION: 184th Traffic Analysis Greenwood Group

ORDINANCE/RESOLUTION: #1671

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve Bonney Lake City Center Development – Scope of Work and Fee Proposal for the preparation of a Traffic Impact Analysis for a planned, mixed-use development in the City's downtown area.

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The project is proposed for development in two phases over the next five years. Phase 1 – Traffic Scoping Analysis and Phase 2 Traffic Impact Analysis.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

FINANCE DIRECTOR

CITY ATTORNEY

BUDGETED ITEM:

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<th>2007 Budget Amount</th>
<th>Required Expenditure</th>
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<th>Remaining Balance</th>
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COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairperson 3-19-07
Mark Hamilton 5-1-07
David Bowen 3-19-07

COMMITTEE COMMENTS:

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

Please schedule for Council Meeting date of: March 27, 2007

Consent Agenda: ☑ Yes ☐ NO
RESOLUTION NO. 1671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH SHEA, CARR & JEWELL, INC. FOR PREPARATION OF A TRAFFIC IMPACT ANALYSIS FOR A PLANNED, MIXED USE DEVELOPMENT IN THE CITY’S DOWNTOWN AREA.

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 27TH day of March, 2007.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 27th day of March, 2007, by and between the City of Bonney Lake ("City") and Shea, Carr & Jewell, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Indemnification / Hold Harmless

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

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

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

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

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

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

CITY OF BONNEY LAKE

By: ____________________________
    Neil Johnson Jr., Mayor

CONSULTANT

By: ____________________________

Attachments:

Exhibit A: Scope of Work/Deliverables/Fee
Exhibit B: Rates
March 13, 2007

John Woodcock, P.E.
City of Bonney Lake
8720 184th Avenue E.
Bonney Lake, WA 98391

RE: Bonney Lake City Center Development - Scope of Work and Fee Proposal

Dear John:

The City of Bonney Lake has requested Shea, Carr & Jewell, Inc. to submit a scope of work for preparation of a Traffic Impact Analysis (TIA) for a planned, mixed-use development in the City's downtown area. The proposal is generally located at Sumner-Buckley Highway and the future 184th Avenue E. Extension. The proposed City Center Development will include a number of land uses: residential, including single family detached homes, town homes, and a multifamily building; retail; restaurant; and office. The project is proposed for development in two phases over the next five years.

Based on our understanding of the project, two deliverables will be required to provide the necessary information and documentation regarding traffic issues associated with the development:

**Phase 1 - Traffic Scoping Analysis** – A description of the traffic generation and distribution of the proposed development to be submitted to the City of Bonney Lake to confirm the extents of the Traffic Impact Analysis.

**Phase 2 - Traffic Impact Analysis** – A comprehensive analysis of on-site circulation issues and off-site traffic impacts associated with development traffic. This document is prepared to satisfy the traffic element of the SEPA review process.

The following tasks will be required to complete the TIA to satisfy City of Bonney Lake requirements:

**Phase 1 – Traffic Scoping Analysis**

1. Collect site plan and other pertinent project information.

2. Prepare trip generation estimate for the proposed development for the evening peak hour. Include mixed-use (internal capture) calculations and pass-by/diverted link discount calculations. Prepare trip generation for Phase 1 development and full-build.

3. Using information contained in the Bonney Lake transportation model, conduct a distribution analysis to determine the likely routes for traffic coming to and from the proposed development.

4. Distribute and assign new-to-network, site-generated traffic to the area street system for Phase 1 and full-build scenario for PM peak hour conditions.
5. Distribute and assign pass-by and diverted link traffic to the site driveways and adjacent intersections for the full-build scenario for PM peak hour conditions.

6. Prepare Traffic Scoping Analysis letter describing the project and trip generation/distribution analysis for review by the City. Include necessary traffic figures and charts to describe the analysis.

   Fee proposal for Phase 1 Services – Traffic Scoping Analysis: $2,800

Phase 2 Traffic Impact Analysis

1. Confirm final scope for TIA with City.

2. Collect/confirm roadway and intersection data for all study intersections including existing lane geometrics, intersection control, and non-motorized facilities.

3. Prepare base year traffic volume flow map for study intersections using new traffic count data.

4. Prepare estimates of off-site traffic growth (background growth plus known pipeline developments).

5. Prepare Exhibit illustrating pipeline development traffic volumes.

6. Prepare traffic volume estimates for the study intersections for the project Phase 1 and full build horizon year with and without the proposed project.

7. Conduct off-site intersection Level of Service analyses for existing conditions and the following scenarios:
   - Horizon year Phase 1 Development without project traffic
   - Horizon year Phase 1 Development with project traffic
   - Horizon year Full-Build without project traffic
   - Horizon year Full-Build with project traffic

   We anticipate approximately 10 intersections will be analyzed for traffic impacts to satisfy the City of Bonney Lake TIA guidelines and requirements for this project. The intersection analysis required for the Traffic Impact Analysis will be determined through the scoping process. The number of intersections to be analyzed may be refined.

8. Based upon the traffic operations analysis, identify proposed mitigation measures that will conform to the requirements of the City of Bonney Lake.

9. Prepare TIA report including figures, tables, and other exhibits that support the analysis, and submit report to the City of Bonney Lake for review.

   Fee Proposal for Phase 2 Professional Services: $12,500
**Phase 3 Meetings and Project Facilitation**

We anticipate meetings with the City may be necessary to complete the traffic scoping process and analysis. Because of the uncertainty in estimating the number of meetings and the time involved, we are recommending a separate time and materials (T&M) budget for this effort. We will not charge to this budget without prior authorization from the City of Bonney Lake.

*Estimated T&M Fee for Phase 3: $3,000*

**Budget Summary**

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**Assumptions**

Shea, Carr & Jewell, Inc. will complete the work tasks described above as directed by the City of Bonney Lake. The formal site plan will be prepared by others, and a digital copy of the site plan in AutoCAD format will be provided to Shea, Carr & Jewell.

**Estimated Fee**

The estimated fee for this work will be billed on a time and materials basis in accordance with the attached billing rate schedule. A baseline budget of $17,800 is recommended to complete the work tasks described above. If additional time is incurred that will exceed the baseline budget, Shea, Carr & Jewell, Inc. will not proceed prior to receiving written authorization from the City of Bonney Lake.

**Schedule**

Upon notice to proceed and signed authorization, we will complete the Traffic Scoping letter within two weeks. This schedule may be subject to change if the project is delayed beyond the control of Shea, Carr and Jewell, Inc. Work on the Traffic Impact Analysis will begin after receiving comments on the Traffic Scoping Letter from the City of Bonney Lake.

Please feel free to call me at (360) 352-1465 if you have any questions. We appreciate this opportunity to work with you and look forward to getting started.

Sincerely,
Shea, Carr & Jewell, Inc.

Perry Shea, P.E.
Principal

John Woodcock, P.E.                       Date
# BILLING RATE SCHEDULE
## SEPTEMBER, 2006

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<th>Classification</th>
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**Other Fees:**
Direct project expenses and reproduction costs are billed at cost plus 15%

Mileage expense is billed at $0.50 per mile

Public hearing & expert testimony services are billed at hourly rates plus 50%