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 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 such 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 taking 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.)

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

I. CALL TO ORDER – Mayor Neil Johnson, Jr.
   A. Flag Salute
   B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.
   C. Announcements, Appointments and Presentations:
      1. Announcements: None.
      2. Appointments: None.
      3. Presentations: None.
   D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:
   A. Public Hearings: None.
   B. Citizen Comments:
      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 representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.
      C. Correspondence

III. COUNCIL COMMITTEE REPORTS:
   A. Finance Committee
   B. Community Development Committee
   C. Public Safety Committee
   D. Other Reports
IV. CONSENT AGENDA:
The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.


B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #63099 – 63136 (including wire transfer #3012012, 20120203) in the amount of $260,481.16; Accounts Payable checks/vouchers #63137-63176 (including wire transfer #8908067,20120215,20120223,20120305) in the amount of $151,207.14; Accounts Payable checks/vouchers #63177 in the amount of $484.00 for an Accounts Receivable deposit refund for a grand total of $412,172.30. VOIDED CHECKS: 63122 - 63124 – Multi page remittance; 62956 – Vendor Correction 59270 – Stale dated.

C. Approval of Payroll: Payroll for February 16-29th 2012 for checks 30326-30350 including Direct Deposits and Electronic Transfers in the amount of $599,944.74.

D. AB12-29 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The SR 410 Sidewalks – 198th To 208th Project With Titan Earthwork, LLC.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:


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. The topic(s) and the session duration will be announced prior to the executive session.

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

I. CALL TO ORDER – Deputy Mayor Dan Swatman called the workshop to order at 5:33 p.m.

II. ROLL CALL:
Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Deputy Mayor Dan Swatman, elected officials attending were Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson. Mayor Johnson was absent.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Assistant Public Works Director Charlie Simpson, Community Development Director John Vodopich, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Administrative Specialist II Shawn Campbell.

III. AGENDA ITEMS:


Councilmember Rackley moved to approve Resolution 2185. Councilmember Watson seconded the motion.

Councilmember Lewis requested the agenda bill be modified to show the budget amount required. Director Edvalson said this item is in the budget. He said this agreement is not a line item in the budget, but was a part of the general fund. Councilmember Hamilton said the City has already agreed upon this agreement as part of the collective bargaining agreement and this Council action is only a formality.

Resolution 2185 approved 7-0.


Rex Bond from ARC Architects said his firm was retained in 2007 to design a building for the Public Works department that would fit the needs of the City for the current population and also be expandable to serve a population of 40,000. He said the firm set a vigorous set of criteria to select the site and design the buildings, and eventually selected the Peaking Storage Tank site (at 21719 96th St E). He presented the building designs and
proposed site improvements. He said the goal is to consolidate all Public Works department employees onto one site. He stated the projected cost for the project is $14 million, of which $7 million is for required site improvements. He said the City requested they cut the cost as much as possible, and his firm was able to cut approximately $3 million from the total cost without any loss to the total square footage. He said these items can be added back into the project over time. He said these cost were estimated as of 2009, but his cost engineer said due to the economy the prices are still accurate. Councilmember McKibbin asked if the building could be LEED certified. Mr. Bond said that process could be added to the engineering. Councilmember Hamilton asked if the size of the utility district is part of the consideration for planning. He said since the City is looking to annex a large area in the future he wants to ensure there is adequate room for growth. City Administrator Morrison said the size of the utility was considered, but the primary consideration for size is regarding the total population of the City limits.

City Administrator Morrison said the current plan is to move all Public Works employees to the City Hall building until the new Public Works maintenance building is completed. He said the City has set aside funds over the last three to four years for this project. He said the total set aside is $7.2 million. He said if the building cost $13.2 million the City would need to issue a utility bond for $6 million. He added some money would need to be taken from the general fund to pay fair rent for the Streets division. He said from the time the City finishes engineering, the project will take approximately three years to complete. He stated a Public Works maintenance building does not belong in a residential neighborhood as it is currently. Councilmember Watson confirmed this project is not going to raise rates to the utility customers. Councilmember Lewis said the proposed location is ideal in relation to the CUGA. Councilmember Rackley said interest rates are at an all time low and the City should borrow 60-70 percent of the project costs and save the cash on hand. Councilmember Hamilton said he is concerned about the unknown financial requirements from the Sumner/Bonney Lake Wastewater Treatment Facility (WWTF). City Administrator Morrison said the City will not know the full extent of the financial obligations for the WWTF project for several years. Councilmember McKibbin suggested saving the money the City has set aside for this project and increasing the debt ratio to ensure the City can fulfill all other obligations to the utility. Deputy Mayor Swatman said the Public Works maintenance building would be a strategic piece of the City’s facilities. He said the current buildings have not been updated and are in need of repair. Council consensus was that the City administration should move forward with the design of the Public Works Maintenance Building.

C. Council Open Discussion:

Tour of City Facilities: Councilmember Watson thanked Director Grigsby for taking the new Councilmembers on a tour of City facilities. He said he has a much better understanding of the properties.

Pink Bags: Councilmembers Watson said he contacted the distribution department of the Tacoma News Tribune and requested his residence be taken off the distribution list for the advertisement packet. He said the deliveries have been stopped and it was a very simple process. Deputy Mayor Swatman asked if the “pink bags” can be considered a hand bill. Director Vodopich said the City is looking at several options provided by the City Attorney’s office. He said staff is working on an informational flier to help citizens remove themselves from the distribution list. City Attorney Dionne said these papers are
protected by the first amendment. He said a homeowner can post their property, but otherwise the newspapers can distribute their product.

**Lions Club:** Councilmember Watson said the Lions Club Death by Chocolate fundraiser is March 31, 2012.

**City Business Licensing:** Councilmember Watson said he attended a webinar on business and occupation taxes and city business licensing. He said the new laws will not affect the City because Bonney Lake currently processes all business licenses through the State of Washington business licensing service.

**Pierce County Business Fair:** Councilmember Watson said the City of Orting is hosting a business fair on June 9, 2012. He said there will be classes and vendors there to help struggling businesses. He asked for the City to consider hosting this event for 2013.

**City Calendar:** Councilmember Watson requested the City calendar be updated to include hyperlinks from the event to the page on the website for more information. He also asked if the City could add the ability to download the content of the calendar to a personal electronic calendar like Outlook.

**Bonney Lake High School:** Councilmember Lewis said the Bonney Lake High School’s drama department is presenting “Annie” on March 9-11. He said 20% of the proceeds will go to the Bonney Lake Food Bank.

**Relay for Life:** Councilmember Minton-Davis stated the Relay for Life kick off meeting is Thursday, February 9th at 5:30 p.m. at the Midtown Grill in Bonney Lake. She added Mayor Johnson will be the keynote speaker. She noted this year the relay for Life main event is being held at the Bonney Lake High School.

**Storm Debris:** Councilmember Hamilton complimented the Public Works department on their response to the storm. He said he has received many favorable reports from citizens regarding the City’s handling of the storm. Director Grigsby said citizens were very pleased by the storm debris drop off site. Assistant Director Charlie Simpson said the drop off site had over 1,000 customers the first Saturday, 700 on Sunday, approximately 200 per day during the week, 700 the second Saturday and over 500 on Super Bowl Sunday. He said the City crews had to flag and direct traffic due to the high volumes of customers. Councilmember Rackley said the storm cost the City about $38 dollars per citizen. He said not only did the City crews do a great job they did so very inexpensively.


The minutes were forwarded to the February 14, 2012 Meeting for action with no revisions.

E. **Discussion:** AB12-03 – Resolution 2174 – Extension of the Term of the City Administrator’s Employment Agreement.

City Administrator Morrison said his current employment agreement expires on May 31, 2012. He said the Mayor has requested to extend that agreement through the end of the Mayor’s current term. Councilmember Lewis asked if three months would be sufficient time to overlap between a new mayor and the current City Administrator leaving the city.
Deputy Mayor Swatman said a new mayor could choose to extend the agreement, but the Finance Committee wanted to give a new mayor the option to hire a City Administrator of their choice. Councilmember Minton-Davis asked if the process would have to start over if the City wanted to extend the agreement again. Councilmember Hamilton said this deadline gives a new mayor the flexibility to staff an administration they are comfortable with. Deputy Mayor Swatman stated the City is fortunate to have City Administrator Morrison. City Administrator Morrison said a lot has been accomplished in the last several years and he looks forward to continuing with the City. By Council consensus, Resolution 2174 was forwarded to the February 14th Meeting for action.

IV. Executive Session: Pursuant to RCW 42.30.110(1)(i) the Council adjourned to an executive session with the City Attorney at 7:00 p.m. for 25 minutes to discuss current litigation. At 7:25 p.m. the executive session was extended an additional 10 minutes; at 7:38 p.m. the executive session was extended an additional 5 minutes. The Council returned to chambers at 7:41 p.m.

V. ADJOURNMENT:

At 7:41 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7-0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the February 7, 2012 Workshop: None
CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 6:01 p.m.

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

B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll.
In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Acting Police Lieutenant Kurt Alfano, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Records & Information Specialist Susan Duis.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments: None.

3. Presentations:


   Shawn Hoey from the Master Builders Association of Pierce County introduced Dr. Elliot Eisenberg, who prepared a report on the impact of home building in the area. Mr. Hoey thanked City staff, Councilmembers, and particularly Deputy Mayor Swatman for helping gather information for the report. He invited Councilmembers to contact the MBA if they have any questions in the future.

   Dr. Eisenberg, Senior Economist for the National Association of Home Builders, reviewed the results of his study on home building in Bonney Lake and its impact on the Pierce County area. He described local economic impacts from various phases of home building, from construction to long-term occupation. He explained the model used for the report, and the average costs and impacts for new single-family and multi-family home construction. He also reviewed the local costs agencies incur per residential unit, such as infrastructure, education, public safety, recreation, and utilities.
Dr. Eisenberg said his study shows that new home construction pays for itself. He stressed that residential homes provide revenue from much more than just property taxes, including sales and gas taxes and other fees. Overall, he said housing construction benefits the local community.

Councilmember Rackley asked Dr. Eisenberg to discuss how Bonney Lake’s fees compare with other cities. Dr. Eisenberg said the City’s fees are several times higher than those for the other agencies he reviewed. He said while Bonney Lake’s fees may be legally justifiable, there is a big difference and it can impact new home construction. He described how extra costs for building impact new home construction today much more than before the housing market crashed, as buyers and builders are not willing to pay extra and may choose to build elsewhere. Councilmember Hamilton noted that per the Growth Management Act, new construction should be happening in urban areas, but most construction today is happening in unincorporated Pierce County. Councilmember Hamilton said he is also concerned about the type of housing people are interested in, and that a demand for smaller homes will generate less property tax revenue. Dr. Eisenberg agreed that this will be an issue but noted that other cities in the area will face the same problems. He said the bigger factor is how the City chooses to deal with these issues going forward. Councilmembers Hamilton and Rackley discussed how the annexation of developed and undeveloped areas can impact city revenues. Councilmember Rackley noted that areas that are already developed do not pay for themselves upon annexation, whereas undeveloped land has much more potential to boost the local economy.

Mayor Johnson thanked Dr. Eisenberg for his informative presentation and invited attendees to visit with him during a short break.

At 7:40 p.m. Mayor Johnson recessed the meeting for a 10-minute break. The meeting reconvened at 7:50 p.m.

D. **Agenda Modifications:**

1. **AB12-21** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Public Hearing During The Regular City Council Meeting At The Justice Center On Tuesday, February 28, 2012, at 7:00 p.m. Or As Soon Thereafter As Possible, To Accept Testimony Regarding The Possible Extension Of The Moratorium On The Establishment, Maintenance, Or Continuation Of Medical Marijuana Collective Gardens.

Councilmember Lewis moved to amend the agenda to add AB12-21 as Public Safety Committee Issues, Item A. Councilmember Hamilton seconded the motion.

Motion to amend the agenda approved 7 – 0.

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

A. **Public Hearings:** None.

B. **Citizen Comments:**
Kent Wong, Bonney Lake, spoke as a developer and resident of Bonney Lake and offered his perspective on how the City can encourage development in Bonney Lake. He said he has built 35 homes in the city since 2000. He said the City has 700 vacant lots that are not generating any revenue. He said he believes there are two main obstacles to building in Bonney Lake: high fees and difficulties in working with the City’s building permit department, which he said he has complained about in the past. He said it costs about $75,000 to construct a 2,200 square foot home, not including the land. He said permits and fees for this size house in Bonney Lake are $30,000, with an additional $5,000 to install the sprinkler system the City now requires. He said Bonney Lake’s fees make up 20% of the total construction costs, while in Pierce County fees are about 12% or $20,000 less. He said builders will choose to build elsewhere due to the high fees in Bonney Lake. He noted that when larger and more expensive homes were being built in the past, higher fees were not as big of an impact on the total cost. Due to the high number of bank-owned homes, he said higher cost to build in Bonney Lake is very significant. He asked the Council to think carefully about how to go forward, and said that if Bonney Lake is not competitive it will lose out. He said he thinks the City needs to evaluate its projected public works projects and lower impact fees.

Deputy Mayor Swatman said the City has worked with a couple of developers in the past to discuss the fee structure, but he is still trying to figure out what will work for both developers and the City. He encouraged Mr. Wong and others to work with the City to find a solution that will encourage development and still support needed infrastructure. Mr. Wong thanked the Council and Mayor for giving him extra time to speak.

Bruce Emig, 24112 122nd St E, Bonney Lake, is President of the Bonney Lake Lions Club. He said the club is planning a “Lion Heart Walk for the Blind”, with a member walking from North Dakota to Lake Tapps starting in June this year. He said safety permitting, the walker will be blindfolded and accompanied by other Lions members along the route. The walk is in honor of a member whose son was born blind, and will raise money for the blind. He said donations will be accepted at Wells Fargo banks. Councilmember Watson said he is a member of Lions Club and noted that they are working with a lot of other clubs in the country on this event. Mr. Emig said a website is under development that will let people track his progress. He said he wanted the Council to be aware of the club’s activity in the community.

Julia Bowen, 8406 183rd Ave E, Bonney Lake, provided the Councilmembers with a copy of the 2011 Bonney Lake Community Garden Annual Report. She said they had an incredible year last year and a great growing season. She said now the herb gardens are almost completed, and volunteers planted 5 fruit trees with plans to plant more. She said she is working on grant applications now to get funds to finish the rest of the garden projects this year. Mayor Johnson said they are doing a great job and the garden is exactly what people envisioned. Councilmember Lewis congratulated Ms. Bowen on the great community participation and high demand for garden plots again this year.

Dan Decker, 20401 70th Street E, Bonney Lake, said while shopping recently he found an item for much cheaper in Sumner, and he attributes the difference to high Traffic Impact Fees in Bonney Lake. He then spoke about a family that came before the Public Safety Committee in 2011, when he was on the Council, and asked for ‘deaf child’ signs and enforcement to improve safety for their deaf child. He said signs were not installed, and the Police Department provided traffic enforcement for only a brief time. He said he has
seen signs in other neighborhoods, and if the City placed signs in some areas and not others it could cause liability to the City if a child were injured or killed.

Councilmember Hamilton said from his recollection, City staff found there was an issue with regulations on spacing between public signs, and another sign could not be added on that section of the road. Mr. Decker said the requested location is on Church Lake Drive and 70th Street East. Director Grigsby said the Police Department placed speed monitoring equipment in the area after the request, but did not record high speeds. Mr. Decker said people heard about the speed monitoring and slowed down. Mayor Johnson asked Director Grigsby to check into where other deaf child signs are posted and how the City decided whether to post them.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS

A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed an agreement with Brookside HOA, a proposed grant from Bikes Belong for a BMX track, reviewed their minutes, and discussed issues related to City performance measures.

B. Community Development Committee: Councilmember McKibbin said the committee met on February 7th and forwarded two items to the Consent Agenda.

C. Public Safety Committee: Councilmember Hamilton said the committee met on February 6th. They discussed the DUI Task Force agreement, reviewed the City Prosecutor’s municipal code update ordinance, and a suggestion to set up a Traffic School for Bonney Lake, which offenders can attend to defer traffic fines. He said Interim Police Chief Dana Powers supports the idea, but Judge Ron Heslop felt the City does not generate enough tickets to justify having a traffic school. Councilmember Hamilton said the Committee plans to review the issue and whether other jurisdictions would be interested in partnering with the City. He said Lynn Drake from the Washington Traffic Safety Commission also attended the meeting and provided information on funding opportunities.

Councilmember Hamilton reported that Councilmember Watson asked for information on removal of storm debris from the right-of-way. The committee also discussed safety concerns related to Pierce Transit bus stop poles which were not removed and do not have reflectors. Director Grigsby said he has already handled this issue.

Councilmember Hamilton said Interim Chief Powers is looking into options to set an administrative fee for impounding vehicles, as this is paid by the City currently. The committee also discussed fireworks and their consensus was to continue with the status quo. He said East Pierce Fire Chief Jerry Thorsen answered questions about the damage to the garage door at the Public Safety Building, noting the engineer review is complete and repairs will begin soon. Director Vodopich said the building permit for the repairs was issued earlier in the week.

D. Other Reports:

Pierce County Regional Council: Councilmember Hamilton said the PCRC met on January 26th and appointed officers for committees. They heard a presentation from
Charlie Howard, Puget Sound Regional Council Transportation Planning Director, on the 2013-2014 federal funding cycle. Councilmember Hamilton said he also attended the PCRC Annual General Assembly on February 9th, which was very well attended and included speakers who addressed major economic and social trends.

Families First Coalition: Councilmember Lewis attended the White River Families First Coalition meeting on January 31st. He said Interim Chief Powers, School Resource Officer Todd Green, and Child Passenger Safety Program Manager Cesi Velez attended, and gave the group an outstanding presentation and provided answers to their questions.

Communities for Families: Councilmember Lewis said he and Special Events Coordinator David Wells attended the CFF meeting on February 2nd at the Sumner School District. He said the group was told December 2011 that they received an $80,000 drug prevention grant, but Pierce County decided to change its criteria and recently notified the group that they were no longer going to receive grant funds. He said the CFF is appealing the decision. Councilmember Lewis said the annual Community Summit is scheduled for March 15th, and he recommended that Councilmembers and others attend to find out what is happening in the community.

Public Transportation Improvement Conference Public Hearing: Mayor Johnson said the Pierce Transit PTIC is holding a public hearing on proposed changes to the Pierce Transit benefit area boundaries on March 8, 2012 at 6:00 p.m. at the Pierce Transit Training Center in Lakewood. Mayor Johnson encouraged Councilmembers and the public to attend. He suggested the Council may want to hold an informal hearing for Bonney Lake residents before the PTIC hearing. Councilmember Hamilton said the majority of federal transportation funding goes to transit agencies, and he wondered whether the City would be eligible to receive federal funds if it developed its own transit area. Mayor Johnson said the City can create a transit service in its own jurisdiction, and possibly contract with other jurisdictions, but funding is an issue.

Mayor Johnson said he met with Senator Pam Roach and discussed transit issues. He asked her to consider revising the Revised Code of Washington (RCW) to allow two transit benefit districts within the same county. He said Senator Roach supports the cities, and recently brought forward a senate bill to allow fire districts to increase or decrease the number of fire commissioners. Senator Roach sent her greetings the Council and plans to visit in the next year or two to find out about the City’s needs and goals.

Neighborhood Traffic Calming: Mayor Johnson said he is reviewing the 2003 Traffic Calming program to make updates and revisions. He said he wants the City to have a consistent approach. He said he will send an updated draft to the Public Safety Committee for review within the next few weeks.

League of Women Voters: Councilmember Rackley said Councilmembers received an invitation from the King County League of Women Voters for a reception on February 18th from 3:00 p.m. to 5:00 p.m.

IV. CONSENT AGENDA:

A. Approval of Corrected Minutes: January 17, 2012 Council Workshop and January 24, 2012 Council Meeting.
B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #62870 thru 62884 in the amount of $69,068.74 out of the 2011 budget; Accounts Payable checks/vouchers #62885 thru 62896 in the amount of $3,659.01 out of the 2012 budget; Accounts Payable wire transfer #20120117 in the amount of $29,796.54 out of the 2011 budget; Accounts Payable checks/vouchers #62898 thru 62920 in the amount of $107,200.66 out of the 2011 budget; Accounts Payable checks/vouchers #62897 and 62921 thru 62971 (including wire transfer #1132012) in the amount of $415,126.13 out of the 2012 budget; Accounts Payable checks/vouchers #62972 thru 62974 for Utility refunds out of the 2012 budget in the amount of $2,747.01 for a grand total of $627,598.09.

VOIDED CHECKS:
62674 – Written for wrong amount. Replace with check number 62780;
62627 – Written for wrong amount, replace with check number 62785.

C. Approval of Payroll: Payroll for January 16–31st, 2012 for checks 30241-30300 including Direct Deposits and Electronic Transfers in the amount of $672,473.27.

D. AB12-09 – Resolution 2178 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Bonney Lake Community Resources For Operation Of The Concession Stand At Allan Yorke Park.

E. AB12-10 – Resolution 2179 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Bonney Lake Community Resources For Operation Of The Bonney Lake Community Garden.


G. AB12-16 – Resolution 2183 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Professional Services Agreement To Cascade Right Of Way Services, LLC For Right Of Way Acquisition Within The Main Street Intersection Improvements Project Limits.

H. AB12-20 – Resolution 2186 – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The DUI (Driving Under The Influence) & Traffic Safety Interlocal And Mutual Aid Agreement.

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

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES:
A. **AB12-21** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Public Hearing During The Regular City Council Meeting At The Justice Center On Tuesday, February 28, 2012, at 7:00 p.m. Or As Soon Thereafter As Possible, To Accept Testimony Regarding The Possible Extension Of The Moratorium On The Establishment, Maintenance, Or Continuation Of Medical Marijuana Collective Gardens. *Added to the agenda during Agenda Modifications.*

Councilmember Hamilton moved to approve motion AB12-21. Councilmember Lewis seconded the motion.

**Motion AB12-21 approved 7 – 0.**

VIII. **FULL COUNCIL ISSUES:**

A. **AB12-03** – **Resolution 2174** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Extend The Term Of The Employment Agreement Of The City Administrator.

Councilmember Lewis moved to approve Resolution 2174. Councilmember Watson seconded the motion.

**Resolution 2174 approved 7 – 0.**

IX. **EXECUTIVE SESSION:** None.

X. **ADJOURNMENT:**

At 8:54 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

**Motion to adjourn approved 7 – 0.**

Harwood Edvalson, CMC  
City Clerk

Neil Johnson, Jr.  
Mayor

Items presented to Council at the February 14, 2012 Meeting:

CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 9:01 a.m.

A. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson noted the following elected officials in attendance at the meeting: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Also in attendance were Planning Commission Chairman Grant Sulham and Commissioner Winona Jacobsen; and Park Board Commissioner Jaime Trejo.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, Facilities and Special Project Manager Gary Leaf, and Executive Assistant Brian Hartsell.

Councilmember Watson motioned to suspend the Council’s meeting rules and not require recording of the special council meeting. Councilmember Hamilton seconded the motion.

Motion approved 7 - 0.

II. AGENDA ITEMS

A. Why I ran for Council and what I hope to accomplish.

Councilmembers each addressed the topic for a few minutes.

Councilmember McKibbin spoke of his interest in parks and the development of special events to attract people to Bonney Lake, and his overall desire to make Bonney Lake an even better place to live.

Councilmember Minton-Davis said she ran for city council to be a part of the vision for the future of Bonney Lake. She said parks are important as well as a sense of community pride. She said the council should ‘dream big.’ She hoped the council would set goals for the next two years to address the Eastown and Downtown areas of the City.

Councilmember Watson addressed the need for Bonney Lake to be business-friendly. He hopes an open dialogue with businesses can be established, perhaps in the form of a business forum. He mentioned the need to work on commercial signage, perhaps create a farmer’s market, and develop a community/senior center. He also spoke of further development of parks, and said his other interests include controlling the city’s expenditures and encouraging frugality.

Councilmember Hamilton noted his long tenure on the City Council. He, too, spoke of
the desire to support parks and to maintain a good city management. He praised the administration of Mayor Johnson and the management team he has assembled. Councilmember Hamilton also spoke of his hope to see the Fennel Creek Trail established. 

Councilmember Lewis spoke of his hope to create a vision for the future and a plan to achieve it. He also addressed the need for further development of parks, the construction of a community center and facilities, the annexation of the Comprehensive Urban Growth Area (CUGA) and the development of the Fennel Creek Trail. He said his immediate focus is on the transit needs of Bonney Lake citizens. 

Deputy Mayor Swatman said he got involved with the City Council to, quoting Andrew Carnegie, “…do real and permanent good.” He spoke of his hope for the development of the Fennel Creek Trail and the WSU property, the need to address a new Public Works facility, and the development of sewer in Eastown to drive the City’s economic development. He said he wants to enhance the customer-facing aspect of the city and to make Bonney Lake a premiere destination. 

Councilmember Rackley said he supports the CUGA annexation and the need for sewer in Eastown. He said he also supports the need for increased customer service among city staff and an improvement in the quality of services provided. He spoke in favor of further development of parks and sidewalks. 

Mayor Johnson took the opportunity to express that when he ran for Council, he had the same types of goals expressed by a majority of the Council. He said he has worked to make Bonney Lake a better place to live and believes customer service is very important. He said he is working with his staff for greater positive consistency and encouraged the Council to make him aware of specific customer service or personnel issues impacting the public. He said he appreciates the Council’s candor and noted that a good mayor needs a good council. He said the working relationship between legislature and executive portions of the city government has been good and expressed optimism for even more improvement going forward.

B. Sewers: Should it all flow downhill? 

This portion of the meeting started with an executive session which had been advertized in the meeting agenda. Pursuant to RCW 42.30.110(i) the City Council met with the City Attorney to discuss current litigation for 30 minutes. The session started at 9:36 a.m. and concluded at 10:06 a.m. 

At the conclusion of the executive session, City Attorney Dionne provided an overview to the Council and audience of the development history of the sewer service areas and the Sumner Wastewater Treatment Facility (WWTF). He said the “Whereas” portions of a new agreement for expansion of the WWTF would include the described historical details. He responded to brief questions regarding the treatment capacity of past expansions and the percent of use split between the City of Bonney Lake and the City of Sumner.

C. The Sore Thumb. 

City Administrator Morrison summarized the Mayor’s efforts to assist the City with the acquisition of the Fennel Creek areas defined by the ACI, Perfield and Kelly Farm properties (the “Thumb”). He described the efforts to negotiate a purchase of the ACI portion through the County’s Conservation Futures program. He said the property
owners have indicated their reluctance to sell the ACI parcel separate from the Perfield piece. City Administrator Morrison said the City was working to add to the Conservation Futures grant funds to acquire both pieces. There was general Council consensus to acquire what can be obtained whether combined or individually. The opinion was also expressed that the City could wait for a future opportunity if the owners place too many stipulations on the acquisitions.

The City Council took a fifteen minute break starting at 10:55 a.m. and ending at 11:10 a.m.

D. Costs of Development: If you lower, will they come?

City Administrator Morrison presented some PowerPoint slides comparing the City’s development fees with those of cities and areas near Bonney Lake. He expressed that he believes there is no positive correlation between the amount of development fees and the number of homes built over time. Councilmembers discussed the development fees and whether lowering them would induce residential and/or commercial development. While some Councilmembers supported a reduction of residential fees to try and stimulate development, a clear majority also supported a reduction of commercial development fees to stimulate economic growth. The administration received general direction to develop a program of reduced commercial development fees as a starting point to encourage economic development in Bonney Lake. Mayor Johnson noted that with the pending resumption of residential construction on the former Cascadia property, now known as Tehaleh, there may be greater interest in commercial development in Bonney Lake.

The City Council broke for lunch at 12:20 p.m. and resumed the retreat topics at 1:15 p.m.

E. To Grow or Not to Grow: That is the CUGA.

The City Council discussed the stalled effort to annex the southern CUGA area designated as Sub-Areas 1, 2, and 3. There was general consensus that the City Administration should investigate alternative ways to designate the areas in the southern CUGA and phase the annexation.

F. Reed Property: More than a well site?

The Executive Assistant to the Mayor and City Administrator, Brian Hartsell, used a PowerPoint presentation to describe the current uses on the City’s Reed property, as well as projected renovation costs of the house if the City does choose to lease the house and/or portions of the property. He then discussed the offers the City has received for use of the property, buildings and house. There was general Council consensus to move forward with use proposals from Anderson Dairy, the Greater Bonney Lake Historical Society and the Police Department, while deferring any repairs to the house until a more clear idea of its importance to the resale of the property after the water rights are developed. Deputy Mayor Swatman emphasized the importance of moving forward with development of the water rights on the property. City Administrator Morrison agreed that it will be a staff priority to pursue these water rights.
G. Council Committees and other ways of making sausage.

The City Council discussed Councilmember Watson’s and Councilmember Rackley’s concerns about the limited participation with the Finance Committee that the current Council Standing Committee structure allows. The general discussion concluded that the issue was limited to the Finance Committee and the other two committees would definitely be retained. There was general consensus to conduct a trial change by holding the Finance Committee discussion/business items from the March 13, 2012 Finance Committee meeting over to the March 20th Council workshop for discussion as a committee-of-the-whole. The Finance Committee would still meet on March 13th to review and approve accounts payable checks and payroll.

H. Transit: The bus doesn’t stop here anymore.

Mayor Johnson summarized the history of the Transit Boundary Conference held recently to discuss the change in boundaries for Pierce Transit. He noted that the only bus route still serving Bonney Lake is from the park-and-ride to the Sumner Sounder station, and that route has only temporary funding for a few more months. The City Council discussed possible options available to the City, including the possibility of asking the legislature to approve the ability to form more than one transit district per county. There was general agreement to hold off official pursuit of alternatives to Pierce Transit until after the boundary vote.

Park Funding: The race to the Y.

City Administrator Morrison explained the administrative recommendation that the City Council approve a ballot question for the February 2013 ballot to form a metropolitan park district. He suggested the revenues from the district would be used to fund the debt service on a single councilmanic park bond to construct a recreation center and improve a variety of parks and facilities. The City Council discussed the timing of the formation of the park district and the possible funding scenarios for needed improvements. There was general agreement that the administration would contact potentially interested participating parties for an exploratory meeting on district formation.

III. ADJOURNMENT

At 4:12 p.m., the Council adjourned the special Council meeting by common consent.
I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:01 p.m.

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

B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Interim Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Records & Information Specialist Susan Duis.

C. Announcements, Appointments and Presentations:

1. Announcements:
   a. Proclamation: Pierce County READS – Bonney Lake Library.

   Mayor Johnson welcomed Bonney Lake Senior Librarian Lauren Murphy and Managing Librarian Robin Clausen. Ms. Murphy said this years’ Pierce County READS book is “Hotel on the Corner of Bitter and Sweet”, about Japanese internment camps during World War II. She thanked the City for its support of the program and distributed copies of the book for each Councilmember, which were purchased by The Friends of the Bonney Lake Library group. Ms. Murphy read the proclamation aloud and presented it to Mayor Johnson.

   2. Appointments: None.

   3. Presentations: None.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:


   Mayor Johnson opened the public hearing at 7:06 p.m. Seeing no one coming forward to speak, the public hearing was closed at 7:06 p.m.
B. Citizen Comments:

Lora Butterfield, Bonney Lake Chamber of Commerce, thanked the Council for their continued support of the Chamber. She thanked Councilmember Hamilton for attending last month’s meeting to discuss Orton Junction, and Councilmember Watson inviting her to the Meeting and offering to attend the upcoming Chamber meeting. She also thanked the Council for their support of Get Fit Bonney Lake, and said she is working with City staff on a new Family Fun Fest event. Ms. Butterfield also thanked those who attended the Iron Dragon restaurant ribbon cutting and grand opening earlier in the day. She said the Chamber has added several new events to their calendar, including the Fun Fest and a trail run that will be held in the Tehaleh (previously Cascadia) area later this year.

Marilee Hill-Anderson, Sumner School District, spoke on behalf of the Sumner/Bonney Lake Area Communities for Families Coalition. She invited all to the 19th Annual Community Summit on Thursday, March 15, 2012. The theme this year is “The Heart of the Matter”, with programs focused on the health and human service needs of the community. She thanked councilmembers and staff who are helping with the summit. She said the event is free but registration is limited.

John Tibbetts, President of Brookside Homeowners Association, said he attended the Meeting to offer more information or answer Council questions on the proposed land exchange that is on the agenda for consideration.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS

A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening. The committee discussed personnel updates, brush removal and grinding, proposed painting of the Public Safety Building, utility billing services, and review of meeting notes. He said the brush removal and grinding contract is estimated to cost $18,000, and did not come through the Council as it falls under the previously approved emergency from the winter storms. The committee also discussed indirect cost allocations, which the State Auditor’s office has requested. The Deputy Mayor said the City may need to contract for a study to determine indirect cost allocations.

B. Community Development Committee: Councilmember McKibbin said the committee met on February 21st and forwarded Resolutions 2187 and 2188 to the current agenda.

C. Public Safety Committee: Councilmember Hamilton said the committee has not met since the last Council Meeting.

D. Other Reports:

Pierce County Regional Council: Councilmember Hamilton attended the PCRC Meeting on February 16th. The Council appointed a Zoo Trek member and heard a legislative report from Pierce County Government Relations staff.

Communities for Families Summit: Mayor Johnson said he hoped everyone can participate in the Annual CFF Summit. He said this event provides a good sense of where the community is and how the City should move forward.
Recognizing Local Athletes: Mayor Johnson said Bonney Lake High School has State Champions in both boys’ and girls’ wrestling this year. He said he plans to honor local students who compete at the State level in academics and athletics from the Bonney Lake, Sumner, and White River School districts at a Council meeting later this spring.

Council Retreat: Mayor Johnson thanked the City Administrator and all the staff members who prepared for and participated in the Council Retreat on February 25th. He said it was a valuable meeting, and the Council got through the entire agenda and had a good venue.

IV. CONSENT AGENDA:

A. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #62975 thru 62987 (including wire transfer #1172012, 8692598) in the amount of $88,244.77 out of the 2011 budget; Accounts Payable checks/vouchers #62988 thru 63038 (including wire transfer #20120211) in the amount of $875,365.91 out of the 2012 budget; Accounts Payable checks/vouchers #63039 in the amount of $500.00 for an Accounts Receivable deposit refund out of the 2012 budget; Accounts Payable wire transfer #20120217 in the amount of $28,829.52, with $9,721.80 coming out of the 2011 budget and $19,107.72 coming out of the 2012 budget; Accounts Payable checks/vouchers #63040 thru 63054 in the amount of $72,939.17 out of the 2011 budget; Accounts Payable checks/vouchers #63055 thru 63098 (including wire transfer #2012021701) in the amount of $271,801.68 out of the 2012 budget for a grand total of $1,337,681.05.

VOIDED CHECKS: 62857 – Duplicate payment.

B. Approval of Payroll: Payroll for February 1-15th 2012 for checks 30301-30325 including Direct Deposits and Electronic Transfers in the amount of $416,267.55.

C. AB12-25 – Resolution 2187 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve And Ratify The Mayor’s Signature For The Nonexclusive Franchise Agreement With Pierce County To Construct, Operate, And Maintain A Sanitary Sewer System In, Along, Across, Under, And Along Certain Public Roads and Highways in Pierce County.

D. AB12-28 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Grant Application For A Bikes Belong Grant.

Councilmember Hamilton moved to approve the Consent Agenda. Councilmember Lewis seconded the motion.

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES:


Page 3 of 5
Councilmember Lewis moved to approve Resolution 2184. Councilmember Watson seconded the motion.

Executive Assistant Brian Hartsell spoke from the audience, and said he has been working with the HOA on this agreement for about two years. Mr. Hartsell and Mayor Johnson thanked Mr. Tibbetts for attending the meeting on behalf of the HOA.

Resolution 2184 approved 7 – 0.

VI. COMMUNITY DEVELOPMENT ISSUES:


Councilmember Rackley moved to approve Resolution 2188. Councilmember Watson seconded the motion.

Deputy Mayor Swatman asked about the contract attachments, noting that two separate cost summaries were attached. Public Works Director Grigsby said it appears that the second cost summary is for the survey work portion of the overall project, which is separate from this specific contract with Kennedy/Jenks Consultants. He said the cost summary for the Kennedy/Jenks contract is correct, and the second cost summary was included in error and is not part of this contract.

Deputy Mayor Swatman asked whether the proposed project area is one of the more costly for the City. Director Grigsby said crews have repaired 26 leaks in this area, and the majority of the pipes are 4-6” steel that have been in the ground for many years. He said during the proposed leaky mains project, the steel pipes will be replaced with a larger size and different material of pipe. He confirmed for the Deputy Mayor that most of the lines in this area are in the shoulder alongside the road and not under the roadway. He said the old pipes will be abandoned and the new line will be installed on the other side of the roadway, which avoids service interruptions during the project.

Resolution 2188 approved 7 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:


Deputy Mayor Swatman moved to suspend the Council’s rules to allow the Council to take action on Ordinance 1418 as an emergency ordinance at the current meeting. Councilmember Lewis seconded the motion.

Councilmember Rackley asked why a 6-month moratorium was selected, instead of a longer period. The City Attorney explained that this length of time is required by law.
Motion to suspend the Council’s rules approved 7 – 0.

Councilmember Lewis moved to approve Ordinance 1418. Councilmember Rackley seconded the motion.

Deputy Mayor Swatman said the City Attorney had provided two proposed amendments to the ordinance language.

Deputy Mayor Swatman moved to amend Ordinance 1418 to include the following language: “WHEREAS, the Council finds that this ordinance shall be designated as a public emergency ordinance necessary for the protection of public health, public safety, public property or the public peace; and”. Councilmember Lewis seconded the motion.

Motion to amend Ordinance 1418 approved 7 – 0.

Deputy Mayor Swatman moved to amend Section 4 of Ordinance 1418 as follows: “Section 4. This Ordinance, concerning powers vested solely in the Council, it is not subject to referendum, and the Council, finding that this is an emergency ordinance, it shall take effect immediately upon adoption shall take effect five (5) days after its passage, approval and publication as required by law.” Councilmember Lewis seconded the motion.

Motion to amend Ordinance 1418 approved 7 – 0.

Ordinance 1418 approved as amended 7 – 0.

IX. EXECUTIVE SESSION: None.

X. ADJOURNMENT:

At 7:35 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the February 28, 2012 Meeting:
- Lauren Murphy – Pierce County READS Proclamation – Bonney Lake Library.
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City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<tbody>
<tr>
<td>Public Works / Marlyn Campbell</td>
<td>13 March 2012</td>
<td>AB12-29</td>
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<th>Ordinance/Resolution Number:</th>
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<tr>
<td>Motion</td>
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<td>Randy McKibbin</td>
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**Agenda Subject:** Accept SR410 Sidewalks-198th to 208th with Titan Earthwork LLC as Complete

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The SR 410 Sidewalks-198th To 208th Project With Titan Earthwork LLC.

**Administrative Recommendation:**

**Background Summary:** Resolution 2138 dated August 9, 2011 awarded the construction contract to Titan Earthwork LLC for the SR 410 Sidewalks-198th to 208th project. This project was funded by a State Pedestrian and Bicycle Safety Grant of $841,000 plus City matching funds to install sidewalk along the north side of SR 410 from 198th Ave E to approximately 440 feet west of 208th Ave E. See attached Project Completion Report for detail information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

**Attachments:** Project Completion Report, Bill of Sale, Notice of Completion of Public Works Contract and 6 photos of project, before (2), during (2) and after (2).

**BUDGET INFORMATION**

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**Budget Explanation:** Release of Retainage Bond

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development Date: 6 March 2012

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<th>Approvals:</th>
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<tr>
<td>Chair/Councilmember</td>
<td>Randy McKibbin</td>
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<td>Katrina Minton-Davis</td>
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Forward to: Consent Agenda: Yes No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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

**APPROVALS**

**Director:** Dan Grigsby

**Mayor:**

**Date Reviewed by City Attorney:** (if applicable):
## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

**Contractor's UBI Number:** 602 605 763  
**Date:** 2/22/2012

### Name & Address of Public Agency

| City of Bonney Lake  
8720 Main Street East  
Bonney Lake, WA 98391  
**UBI Number:** 277000893 |

---

### Description of Work Done/Include Jobsite Address(es)

Installation of new sidewalks along the north side of SR 410 from 198th Avenue East to approximately 440 feet west of 208th Avenue East for an approximate project length of 2,250 LF.

---

### Contractor's Name

Titan Earthwork LLC

### Contractor Address

13806 16th Street East  
Sumner, WA 98390

---

### If Retainage is Bonded, List Surety's Name (or attach a copy)

Berkley Regional Insurance Company

---

### Surety Agent's Address

701 Fifth Avenue Suite 3505  
Seattle, WA 98104

---

### Date Contract Awarded

8/9/2011

### Date Work Commenced

9/19/2011

### Date Work Completed

11/17/2011

### Date Work Accepted

Council action scheduled-3/13/12

---

### Contract Amount

$804,932.00

### Additions (+)

$11,910.48

### Reductions (-)

$50,518.35

### Sub-Total

$766,324.13

### Amount of Sales Tax Paid at 0.000%

$0

### TOTAL

$766,324.13

---

### TOTAL

$766,324.13

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### Please List all Subcontractors Below:

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Comments:

*This contract is not subject to sales tax- new sidewalks construction only.

Contact Name: Marlyn Campbell
Title: PW Support Services Coordinator
Email Address: campbellm@ci.bonney-lake.wa.us
Phone Number: 253-447-4348

*The Disbursing Officer must submit the completed notice immediately after acceptance of the work done under this contract.
NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

Submitting Form: Please submit the completed form to all three agencies below. For a faster response, please submit by e-mail.
BILL OF SALE

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

TYPE OF DOCUMENT: Bill of Sale
GRANTOR(S):
GRANTEE: City of Bonney Lake, a Municipal Corporation
ABBREVIATED LEGAL DESCRIPTION: See Exhibit A
ASSESSOR TAX PARCEL I.D. NUMBERS:
NAME OF PROJECT:
ADDRESS OF PROJECT: SR 410 198th to 208th
PROJECT NUMBER:
LEGAL DESCRIPTION: Located here or on Exhibit A of this document
PERSONAL PROPERTY DESCRIPTION: Located here or on Exhibit B of this document

the said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor(s) has/have executed these presents this 23 day of February, 2012

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

Grantor (DEVELOPER) SIGNATURE:

By: ____________________________ By: ____________________________

Its: ____________________________ Its: ____________________________

STATE OF WASHINGTON )
COUNTY OF PIERCE )SS

On this ___ day of ____________, 20___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ____________________________, to me proven to be the individual described in and who executed the foregoing instrument for himself and acknowledged that he signed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed on behalf of said ____________________________, for uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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

______________________________
Printed Name:____________________
NOTARY PUBLIC in and for the State of Washington,
residing at:_____________________
My Commission Expires:_____________
Per the request of the City of Bonney Lake the following information is furnished concerning final costs for improvements installed and turned over to the City for the above referenced project.

### WATER SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

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Cost of Fire Hydrants must be listed separately
Includes Engineering and Sales Tax if applicable

**TOTAL COST FOR WATER SYSTEM** $

### SANITARY SEWER SYSTEM

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Includes Engineering and Sales Tax if applicable

**TOTAL COST FOR SANITARY SEWER SYSTEM** $
EXHIBIT B – FINAL COST DATA AND INVENTORY

Page 2 of 2

STORM DRAINAGE SYSTEM

<table>
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Includes Engineering and Sales Tax if applicable

TOTAL COST FOR STORM DRAINAGE SYSTEM $172,420

STREET IMPROVEMENT

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TOTAL $12,743

SIGNALIZATION Video detection

(Including Engineering Design Costs, City Permit Fees, WA State Sales Tax) $45,000

STREET LIGHTING

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

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Print Signatory Name

Total $333,163.00
SR 410 Sidewalks - Before
SR 410 Sidewalks - Construction
SR 410 Sidewalks - After
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City of Bonney Lake, Washington

City Council Agenda Bill (AB)

**Department/Staff Contact:** PW / John Woodcock  
**Meeting/Workshop Date:** 13 March 2012  
**Agenda Bill Number:** AB12-32

**Agenda Item Type:** Resolution  
**Ordinance/Resolution Number:** 2191  
**Councilmember Sponsor:** Randy McKibbin

**Agenda Subject:**  

**Full Title/Motion:**  
A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Professional Service Agreement To RH2 Consultants For The Design Of Leaky Mains (PWTFL 2): Phase 2F – Evergreen Point (184th Court East).

**Administrative Recommendation:**

**Background Summary:** The Public Works Department has repaired ten leaks over the past three years and most recently a water line break flooded a residents basement. Public Works Maintenance has moved this water line to the top of their list for immediate replacement. This water line project is outside city limits in Evergreen Point at the north end of Lake Tapps. The funds secured from the Public Works Trust Fund Loan for Leaky Watermains will pay for the replacement efforts. The city is choosing to separate the design and survey of the contract to save the city the overhead costs that would occur if we included the survey portion of the design under the lead design team.

**Attachments:** Resolution 2191, PSA Design Agreement; Map

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### BUDGET INFORMATION

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**Budget Explanation:** 401.087.034.594.34.63.04

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### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Community Development  
**Date:** 6 March 2012

**Approvals:**  
Chair/Councilmember
Randy McKibbin

Councilmember
James Rackley

Councilmember
Katrina Minton-Davis

**Forward to:**

**Consent Agenda:**  
☐ Yes  ☒ No

---

**COMMISSION/BOARD REVIEW:**

**Hearing Examiner Review:**

---

### COUNCIL ACTION

**Workshop Date(s):**        
**Public Hearing Date(s):**

**Meeting Date(s):**        
**Tabled to Date:**

---

### APPROVALS

**Director:**  
Dan Grigsby

**Mayor:**  
Neil Johnson Jr.

**Date Reviewed by City Attorney:**

---

Version Oct. 2010

Agenda Packet p. 37 of 66
RESOLUTION NO. 2191

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH RH2 ENGINEERING FOR THE DESIGN PORTION OF THE LEAKY MAINS (PWTFL 2): PHASE 2F – EVERGREEN POINT PROJECT.

Whereas, the City has approved a Water Conservation Plan in the Water Comprehensive Water System Plan and;

Whereas, the City has approved a budget for 2012 that includes the Leaky Water Main Replacement Phase 2F; and

Whereas, the City has identified the need to replace the failing water mains in the City’s water system; and

Whereas, the PWTF Loan for the Leaky Watermains has sufficient available funding to meet this need; and

Now therefore, be it resolved; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with RH2 Engineering in the amount of $27,800.

PASSED by the City Council this 13th day of March 2012.

____________________________
Neil Johnson Jr., Mayor

ATTEST:

____________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

____________________________
James Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT
City of Bonney Lake – Evergreen Point Water Main Replacement

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this day of , 2012, 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 Engineering Fee Estimate, Exhibit B, and the rates and charges set out in Exhibit C, 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 C; provided, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee estimate of $27,800 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.

13. **Insurance**

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

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

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

4. **Professional Liability** insurance appropriate to the 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.

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

15. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
16. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party’s right to demand strict performance of that or any other provision of this Agreement any time thereafter.

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

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

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

CITY OF BONNEY LAKE

By: ____________________________
Mr. Neil Johnson Jr., Mayor

Date: ____________________________

RH2 ENGINEERING, INC.

By: ____________________________
Mr. Richard H. Harbert, President

Date: ____________________________

**Attachments:**
Exhibit A: Scope of Work
Exhibit B: Engineering Fee Estimate
Exhibit C: Schedule of Rate and Charges
Exhibit D: Project Map
Background

As part of the City of Bonney Lake’s (City) ongoing Leak Detection Program, the Evergreen Point area has been identified as having a high occurrence of water main leaks. The purpose of this project is to replace the 4-inch and 6-inch diameter steel water main along 184th Avenue Court East. This alignment consists of approximately 1,800 lineal feet of water main (see Exhibit D – Map).

This project will increase the water system’s transmission capacity and replace existing water mains that are undersized and constructed of substandard material. This project will replace isolation valves, fire hydrants, blow-off valves, air/vacuum release valves, and service connections to the meters. Coordination with Pierce County will be required to confirm roadway restoration requirements.

Task 1 – Project Management

Objective: Provide project management services.

Approach:

1.1 Perform project management and coordination activities.

1.2 Prepare for and attend project status meeting.

1.3 Review monthly billings.

RH2 Deliverables:

- Status reports, as requested by City staff.
- Monthly invoices.

Task 2 – Collect and Review City Water and Other Utility Information

Objective: Obtain existing site information from available as-built drawings and improvements planned by others (provided by City). Review the pipeline alignments and identify costs, schedules, and the scope of the alignment. Develop more definitive cost estimates for the pipeline construction.

Approach:

2.1 Confirm the proposed connection points to the system for the project based on as-built information.

2.2 Perform a visual inspection of the site to verify the interfering utility data obtained to the degree possible by surface inspection and collect additional site data. RH2’s geologist will conduct a preliminary review of the site for potential impacts and discuss with the project manager.

2.3 Attend one meeting with City staff to review findings, receive staff comments, and confirm extents of improvements.

Assumptions: It is assumed that all work will be done in the right-of-way and that there will be no need to research or to provide services for easement acquisitions. No potholing or any other form of
physical testing is involved in this task. In addition, shoreline permitting is not applicable to this project, and therefore is not included in this Scope of Work.

Provided by City:
- As-built information.
- Attendance at one meeting to review findings, verify extents of improvements, and provide comments.

RH2 Deliverables:
- Existing utility construction record database.

Task 3 – Design Survey and Subconsultant Coordination

Objective: Subcontract with a professional land surveyor to provide the vertical and horizontal control and topographical mapping necessary for design of the water main replacements.

3.1 Coordinate with the City’s land surveyor to provide horizontal and vertical survey control and topographic information, including surface features; underground utilities; topography, roadway and utility alignments; right-of-ways; and property lines and easements, to be provided on CD in a format compatible with AutoCAD® 2012. Each utility is to be depicted in a separate layer.

3.2 Format survey data for use AutoCAD 2012.

Provided by City:
- Markings of existing utilities

RH2 Deliverables:
- Field survey formatted for AutoCAD 2012.

Task 4 – Prepare Construction Drawings

Objective: Prepare construction design plans that illustrate the improvements to the City’s water system based on incorporating the results of other tasks.

Approach:
4.1 Design the City’s proposed water main improvements and replacements for this project. Plans will be provided at 1 inch = 20 feet.

4.2 Develop details of temporary testing configurations and final configurations of all connections to the City’s existing system.

4.3 Design the pipeline installation, including a plan and profile view of the proposed water main.

4.4 Prepare and provide standard construction details.

4.5 Develop notes on the plans as necessary to clarify the proposed improvements. Also include general construction notes.

4.6 Perform a site visit with City and Pierce County staff to verify details of the preliminary alignment and roadway restoration requirements.

4.7 Deliver review plan sets and attend two meetings with City staff—one at 50 percent design completion and one at 90 percent design completion—to review and obtain staff comments.

4.8 Revise plans per the in-house review and City input.

Assumptions: It is assumed that the new water main will be placed in the roadway and roadway restoration details will be
necessary. In addition, it is assumed that easement negotiations or acquisitions will not be necessary. The City shall be responsible for all permitting tasks and costs.

Provided by City:

- Attendance at meetings for 50 percent design completion and for 90 percent design completion.
- Attendance at a site visit with RH2 staff and Pierce County staff to verify details of preliminary alignment and road restoration requirements.
- Attendance at a site visit with RH2 staff to verify details of final alignment and placement of above-grade appurtenances.
- Initial coordination with Pierce County staff to obtain right-of-way permits and finalize road restoration details.

RH2 Deliverables:

- Four sets of plans for City review: two for 50 percent design completion; two for 90 percent design completion.

Task 5 – Prepare Specifications and Bid Quantities

Objective: Complete preliminary specifications necessary to solicit competitive bids for construction.

Approach:

5.1 Prepare specifications using the City’s standard technical specifications.
5.2 Update the standard contract documents to include language specific to the bidder qualification requirements.
5.3 Prepare contract documents for bidding purposes.
5.4 Prepare bid quantities and a cost estimate.
5.5 Revise specifications and contract documents per the in-house review and City input.

Provided by City:

- Attend meeting with RH2 staff to provide comments and information on specifications and contract documents.

RH2 Deliverables:

- One set of draft specifications for City review (90 percent review).

Task 6 – Finalize Plans, Specifications and Contract Documents

Objective: Finalize construction plans and specifications

Approach:

6.1 Perform a detailed in-house engineering review of the construction design plans to check for quality and conformance to project requirements and City standards.
6.2 Submit 99 percent plans, specifications and contract documents to City for final review or for City’s signature and, once signed, prepare bid sets. It is assumed the revisions to the 99 percent documents, if any, will be minor.
6.3 Revise plans, specifications and contract documents per the in-house review and City input.
6.4. Finalize the construction cost estimate based on the final plans.

6.5. Prepare final set of plans, specifications and contract documents for bidding.

Provided by City:
- Review comments and information to finalize plan, specifications and contract documents.

RH2 Deliverables:
- One set of 99 percent plans, specifications and contract documents for City review.
- One final set of plans, specifications and contract documents for City signature.
- A total of five sets of contract documents: two sets for City use and bidding purposes and three sets for RH2 files and staff use during bidding. Plan sheets will be shown at 1 inch = 20 feet on 11-by-17-inch sheets. It is assumed that plan sets will consist of 10 sheets maximum.
- One copy of the contract documents and plan set in PDF format. Plan sheets will be shown at 1 inch = 20 feet on 22-by-34-inch sheets

Task 7 – Services During Bidding and Award

Objective: Provide engineering services during the bidding and award phase of the project

Approach:

7.1. Prepare the bid advertisement for newspapers. The City will submit the advertisement to newspapers.

7.2. The City will receive and tabulate all inquiries and forward as necessary to RH2 for response. RH2 will prepare up to two addenda. City will distribute addenda.

Assumptions: It is assumed that the City will tabulate the bid results. It is assumed that the City will provide construction plan sets to the contractor for use during the construction phase of the project.

Provided by City:
- Provide bid tabulation.
- All necessary permits.

RH2 Deliverables:
- Up to two addenda.
**EXHIBIT B**
City of Bonney Lake
Evergreen Point Water Main Replacement

**Estimate of Time and Expense**

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## EXHIBIT C
RH2 Engineering, Inc.
SCHEDULE OF RATES AND CHARGES

### 2012 HOURLY RATES

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### IN-HOUSE SERVICES

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<td>Mileage Current IRS Rate</td>
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### OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

### CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.
Replaced 25' Section of Water Main due to Several Leaks under Impervious Surface Paved Driveway in 2012

Legend
- Water Leak
- Water Meter
- Fire Hydrant
- Water Valve
- Blowoff
- Water Main
- Leaky Water Main Already Replaced
- Property of Interest
- Tax Parcel
- Building
- Paved Road
- Paved Driveway or Impervious Surface

Evergreen Point Crew Map
City of Bonney Lake

1440 x GPM = GPM PER DAY
ALL LEAKS HAVE BEEN FIXED

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations accepted by actual survey. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS." The County makes no warranty of fitness for a particular purpose.

Agenda Packet p. 52 of 66
February 15, 2012
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
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<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
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<td>PW / John Woodcock</td>
<td>13 March 2012</td>
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<th>Ordinance/Resolution Number:</th>
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<td>Resolution</td>
<td>2192</td>
<td>Randy McKibbin</td>
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Agenda Subject: Authorize Professional Service Agreement to Parametrix Inc for the Survey of Leaky Mains (PWTFL 2): Phase 2F – Evergreen Point (184th Court East).

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Professional Service Agreement To Parametrix Inc For The Survey Of Leaky Mains (PWTFL 2): Phase 2F – Evergreen Point (184th Court East).

Administrative Recommendation:

Background Summary: The Public Works Department has repaired ten leaks over the past three years and most recently a water line break flooded a residents basement. Public Works Maintenance has moved this water line to the top of their list for immediate replacement. This water line project is outside city limits in Evergreen Point at the north end of Lake Tapps. The funds secured from the Public Works Trust Fund Loan for Leaky Watermains will pay for the replacement efforts. The city is choosing to separate the design and survey of the contract to save the city the overhead costs that would occur if we included the survey portion of the design under the lead design team.

Attachments: Resolution 2192, PSA Survey Agreement; Map

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<th>BUDGET INFORMATION</th>
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<td>Required Expenditure</td>
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<td>Budget Balance</td>
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Budget Explanation: 401.087.034.594.34.63.04 - Leaky Mains (PWTFL) Phase 2F

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<th>COMMITTEE, BOARD &amp; COMMISSION REVIEW</th>
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<td>Council Committee Review: Community Development</td>
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<td>Date: 6 March 2012</td>
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Approvals:
- Chair/Councilmember: Randy McKibbin
- Councilmember: James Rackley
- Councilmember: Katrina Minton-Davis

Forward to: Consent Agenda: No

Commission/Board Review: Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

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

Agenda Packet p. 53 of 66
RESOLUTION NO. 2192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH PARAMETRIX INC FOR THE SURVEY PORTION OF THE LEAKY MAINS (PWTFL 2): PHASE 2F – EVERGREEN POINT PROJECT.

Whereas, the City has approved a Water Conservation Plan in the Water Comprehensive Water System Plan and;

Whereas, the City has approved a budget for 2012 that includes the Leaky Water Main Replacement Phase 2F; and

Whereas, the City has identified the need to replace the failing water mains in the City’s water system; and

Whereas, the PWTF Loan for the Leaky Watermains has sufficient available funding to meet this need; and

Now therefore, be it resolved; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with Parametrix Inc. in the amount of $10,843.30.

PASSED by the City Council this 13th day of March 2012.

________________________________________
Neil Johnson Jr., Mayor

ATTEST:

________________________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

________________________________________
James Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this __________ day of _____________________, 2012, by and between the City of Bonney Lake ("City") and Parametrix, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

**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

[Signature]
Neil Johnson Jr., Mayor

CONSULTANT

[Signature]

Attachment:

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

Objective: To provide the City of Bonney Lake with a topographic base map showing existing conditions, improvements, and buried utilities as defined by others along the existing right-of-way of 184th Avenue Court East and a portion of 187th Avenue East. The subject property lies within the Plat of Lake Tapps Evergreen Point.

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

1. Establish horizontal and vertical control for use in mapping and construction staking.

2. Mapping limits will be confined to the existing right-of-way of 184th Avenue Court East, beginning at the intersection with Lake Tapps Highway (a.k.a. 9th Street East) and continuing southerly along 184th to the cul-de-sac at the southerly end. Additional mapping will extend southerly from the cul-de-sac into a private residence in order to locate blow-off valve and meter box. Parametrix will request access onto private property, assuming property owner is available. If access is denied, or owner is unavailable, Parametrix proposes to map this area using reflector-less equipment. Additional mapping will be gathered along 187th Avenue East, from the intersection with 184th Avenue Court East, easterly within the right-of-way to the waterline connection at an existing fire hydrant.

3. Parametrix will contact Applied Professional Services to arrange surveyors to mark underground utilities prior to mapping.

4. Mapping will include existing conditions and improvements within the above-described corridor. These improvements include edge of pavement, driveways, rockeries, fences, visible utility grade breaks, and sufficient ground shots to generate 1-foot contours.

5. Right-of-way and parcel lines will be calculated and shown on the base map from public records. The intent of these lines is approximate and is not intended to be surveyed lines.

6. Once mapping is completed, a topographic base map will be prepared and delivered to the City of Bonney Lake in both hard copy and electronic format.

Schedule: Fieldwork can begin once utilities have been marked. Parametrix anticipates 3 days in the field and 4 days in the office.

Assumption: Mapping will be limited to the right-of-way corridor. Permission will be requested to gather data on private property. If permission is denied, other means as described above may be used.
EXHIBIT B: RATES

An amount not to exceed $10,843.30, including utility locates. See attached Rate Schedule.
# Parametrix Category Billing Rates - April 15, 2011 through September 30, 2012

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Direct project expenses and reproduction costs are billed at cost plus 40%. Public hearing testimony services are billed at hourly rates plus 35%.

A1 CategoryBillingRates04201127WA1.xls  April 15, 2011

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|                 |             | $1,740.00 | $140.00 | $160.00 | $2,040.00 | $2,540.00 | $2,760.00 |

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**Subconsultant Total:**

$880.00

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**Expense Total:**

$483.30

**Project Total:**

$10,843.30
Concrete Driveway in Replaced 25' Section of Water Main due to Several Leaks under Impervious Surface

1440 x GPM = GPM PER DAY
ALL LEAKS HAVE BEEN FIXED

Legend

- Water Leak
- Water Meter
- Fire Hydrant
- Water Valve
- Blowoff
- Water Main
- Leaky Water Main Already Replaced
- Property of Interest
- Tax Parcel
- Building
- Paved Road
- Paved Driveway or Impervious Surface

Lake Tapps

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey.

ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.

Evergreen Point Crew Map

City of Bonney Lake

February 16, 2012

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