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:
         p. 5 a. AB12-77 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor’s Reappointment Of Raymond Bunk To The Civil Service Commission Position #3 For A Six Year Term Expiring April 6, 2018.
         p. 7 b. AB12-84 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor’s Appointment Of Terry Reid And Re-Appointment Of James Bouchard As Members Of The Park Board With Terms Expiring April 6, 2015.
      3. Presentations:
         a. AB12-66 – Presentation of Stormwater Pollution Prevention Program and Art Contest Awards.
   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.

p. 9 A. Approval of Corrected Minutes: April 17, 2012 Joint Planning Commission Meeting and Workshop, April 24, 2012 Meeting and May 1, 2012 Workshop.
B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #63586-63666 in the amount of $425,405.54. Accounts Payable checks/vouchers #63498-63582 in the amount of $253,580.25. Check void #63577, duplicate payment. Check void #63410, incorrect amount, reissued #63548.
C. Approval of Payroll: Payroll for May 1-15th, 2012 for checks #30463-30488 including Direct Deposits and Electronic Transfers in the amount of $426,426.21.


p. 33 E. AB12-69 – Resolution 2203 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Sumner Soccer Club To Use Ballfields At Cedarview Park.


p. 59 H. AB12-78 – Resolution 2208 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Allan Yorke Park Sport Court Rehabilitation Project To Mid Pac Tennis Inc.


p. 87 J. AB12-71 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign Grant Applications For A 2012 Community Forestry And Open Space Grant To The United States Department Of Agriculture’s Forest Service.

p. 119 K. AB12-80 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The VFD Installation Project.
L. **AB12-81** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The 80th & 82nd St Sidewalks And Waterline Project With Les Russell Construction, LLC.

V. **FINANCE COMMITTEE ISSUES:** None.

VI. **COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**

p. 143 A. **AB12-83 – Resolution 2210** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Service Agreement To Parametrix Consultants For The Design Of The SR 410 Sewer Crossing At 226th Avenue East.

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

VIII. **FULL COUNCIL ISSUES:**


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.

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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**Agenda Subject:** Confirming the Mayor's Re-appointment of Civil Service Commission Member.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor's Reappointment Of Civil Service Commissioner Raymond Bunk Position #3 For A Six Year Term Expiring April 6, 2018.

**Administrative Recommendation:** Approve

**Background Summary:** The terms of this Civil Service Commissioner expired on April 6, 2012. Mayor Johnson invites the Council to ratify his reappointment of Raymond Bunk to the Civil Service Commission.

**Attachments:** none

**BUDGET INFORMATION**

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**Budget Explanation:** There is no budget impact to this action.

**COMMITTEE, BOARD & COMMISSION REVIEW**

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**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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**APPROVALS**

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

Department/Staff Contact: Admin Srvcs / Edvalson
Meeting/Workshop Date: 22 May 2012
Agenda Bill Number: AB12-84

Agenda Item Type: Motion
Ordinance/Resolution Number: 
Councilmember Sponsor: 

Agenda Subject: Appointment of Terry Reid and James Bouchard as members of the Park Board.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor's Appointment Of Terry Reid And Re-Appointment Of James Bouchard As Members Of The Park Board With Terms Expiring April 6, 2015.

Administrative Recommendation: Approve.

Background Summary: Mr. Reid has been a resident of Bonney Lake for nearly two years, is retired from the state Dept. of Health and currently works as an independent consultant. While interested in recreational opportunities for all citizens, he has a particular interest in promoting walking and biking trails. Mr. Bouchard was appointed to an unexpired term of the Park Board of Commissioners in December 2011. His term has now expired and the Mayor wishes to see Mr. Bouchard reappointed. The Bonney Lake Municipal Code provides for Council consent of the Mayor's appointments to the Park Board.

Attachments: Board Application for Terry Reid.

BUDGET INFORMATION

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Budget Explanation: N/A

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:
Date: 
Chair/Councilmember
Councilmember
Councilmember
Consent Agenda: Yes No
Forward to: 

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): 05/22/12
Public Hearing Date(s): 
Meeting Date(s): 05/22/12 Tabled to Date: 

APPROVALS

Director: HTE
Mayor: NHJ
Date Reviewed by City Attorney: N/A
(if applicable):
APPLICATION FOR MEMBERSHIP

Parks Board

(Name of City Board, Commission or Council)

(Please print or type)

Full Name Terry R Reid

Address 6208 213th Ave, Ct. E

City Bonney Lake State WA Zip 98391

City Resident? ☑ NO ☑ YES – How Long? 20 months

Registered Voter? ☑ YES ☑ NO

Home Phone 253 987-7670

Cell / Other 253 778-9226

E-mail treid0505@aol.com

Name of City Board, Commission or Council

Name of Employer retired from state Dept. of Health; Currently an independent consultant

Employer Address

Education Background Masters in Social Work from U of WA.

Professional Experience 35 years in state and local public health most recently leading programs to prevent chronic disease and promote healthy life styles.

Organization Affiliations WA State Public Health Association, Tacoma Wheelmen

Why Are You Seeking Appointment? Recently moved to this community and very invested in improving access to opportunities for adults and children to be physically active. I have a particular interest in promoting walking and biking trails.

General Remarks Thank you for considering my application.

Signed Signature: Terry R Reid

Date: 4-16-12

Submit completed form to: Bonney Lake City Clerk, P.O. Box 7380, Bonney Lake, WA 98391-0944
19306 Bonney Lake Blvd • Phone (253) 862-8602 • Fax (253) 862-8538
Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER: Mayor Neil Johnson, Jr. 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 Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.

Planning Commissioners in attendance were Chairperson Grant Sulham, Vice Chairperson Winona Jacobsen, Commissioner Brad Doll, Commissioner Brandon Frederick, Commissioner Dennis Poulsen, and Commissioner Richards Rawlings. Commissioner David Eck was absent.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, Assistant City Attorney Kathleen Haggard, Records & Information Specialist Susan Duis, Planning Manager Heather Stinson, Assistant Planner Ryan Harriman, and Special Events Coordinator David Wells.

III. AGENDA ITEMS:

A. Presentation: Community Summit Presentation, David Wells, Special Events Coordinator.

Special Events Coordinator David Wells described a presentation he gave at the Community Summit in April, entitled “I’m Bored in Bonney Lake”. He said six years ago the City hosted just 4 events, while in 2012 the City will host 40 events and participate in 12 events organized by other groups. He said he has surveyed parents and children over the years and kids regularly tell him they are bored. At the Summit, he talked with kids about the options, including volunteering in the community, participating in fun runs and skate competitions, and attending events like Kids Club, concerts, and movies.

Mr. Wells said ‘Kids Club’ is the fastest growing event, with up to 500 people coming to see the most popular entertainers in 2011. He said Bonney Lake Days will be a two-day event again in 2012. He said the 2012 ‘Friday Night Flix’ movies were selected with input from children at the Community Summit. He announced two new events: the ‘Fall Back 5k’ on November 4, 2012, and the ‘Twinkle Light’ 5k on December 21, 2012.

Planning Commission Vice Chairperson Jacobsen asked Mr. Wells to include the Historic Society’s Milotte Film Festival (October 20th, 2012) on the City’s calendar of events.
Councilmember Watson thanked Mr. Wells for getting the youth involved and for his work on City events.

B. **Discussion:** Review and Amendments to Planning Commission Workplan.

Community Development Director Vodopich introduced the City’s new Assistant Planner, Ryan Harriman, who was in attendance at the meeting. He said Mr. Harriman previously worked for the City of Raymond, and joined Bonney Lake in April.

Planning Manager Heather Stinson said the current Planning Commission Workplan lists projects through 2013. She said the commission is ready to forward an ordinance on landscape buffers. Planning Commission Chairperson Grant Sulham said the landscape ordinance was drafted with input from the Master Builders Association and is now being reviewed by the City Attorney’s office. Planning Manager Stinson said staff members are also working on an ordinance to update the code for civil plan review and inspections.

Councilmember Minton-Davis said she would like the Planning Commission to do more work on the Cultural Resources Plan that the Council approved in 2012. She said they should consider whether the plan should be included in the Comprehensive Plan and whether the Arts and Culture portion should be separated from the Historical portion. She expressed concern that the plan includes specific events and can only be updated through the lengthy Comprehensive Plan process. She said she wants the City to have a farmer’s market and asked if it should be included in the plan. Chairperson Sulham also said he was not certain that these items should be part of the City’s Comprehensive Plan. Vice Chairperson Winona Jacobsen said the Commission also recommended the formation of an Arts and Heritage Commission, and she hopes the Council will move forward with this action. Planning Manager Stinson suggested that the Cultural Resources plan be revised to remove the list of specific City events and instead be more general and reference a separate document that could be updated separately. She said the creation of a farmer’s market is an implementation of the Comprehensive Plan. She said the recommendation for an Arts and Heritage Commission has already been made, so it is a matter for the Council to create and appoint members to such a commission.

Councilmember Rackley said he is in favor of keeping the Cultural Resources plan as part of the Comprehensive Plan. He said he is pleased with the amount of community events available and feels these items need to be in the Comprehensive Plan so they remain part of the City’s planning process. Vice Chairperson Jacobsen said the Planning Commission did not have much time to review the draft Cultural Resources plan in 2011.

C. **Special Meeting Open Discussion:**

Mayor Johnson asked Commissioners and Councilmembers to discuss any questions or issues they might have.

**Meeting Room Layout:** Deputy Mayor Swatman asked Councilmembers and Commissioners what they thought about the Chambers layout and the dais. Chairperson Sulham said in the old chambers, the Commission sat at tables in a circle and discussions seemed more free-ranging and spontaneous. Commissioner Frederick said he thinks the new layout is fine and that Commission meetings are congenial. Vice Chairperson Jacobsen said the dais in the Justice Center chambers is much better than the one at City Hall as members can see each other better. Commissioner Doll said he preferred sitting at
tables, but he appreciates that the seating for the Joint Meeting mixes the Councilmembers and Commissioners together.

**UGA Annexation:** Deputy Mayor Swatman asked the Planning Commission for comments as the Council considers future action to annex the Urban Growth Area outside the City limits. Chairperson Sulham said the commission has looked at the proposed UGA and tentative zoning plan but is waiting for the Council to give direction before doing more work. Mayor Johnson said that staff are meeting with representatives from Pierce County soon to discuss pre-annexation planning. He said he will know more after this meeting and will share it with the Council. He asked Commissioners and Councilmembers to let staff know if they have any thoughts or ideas about this process.

**Village Concepts Presentation:** Councilmember Rackley invited the Planning Commissioners to stay to hear a presentation from Dave Baus from Village Concepts. All the commissioners in attendance said they planned to stay and hear the presentation.

**Shoreline Master Plan:** Commissioner Frederick asked what the timeline is for the Shoreline Master Plan. Planning Manager Stinson said the City has sent the draft plan to the Department of Ecology and is awaiting comments. She said she anticipates the approval process will be complete by the end of 2012, and hopes to bring the draft to the Planning Commission within the next couple of months. Councilmember Lewis suggested the due date for this item on the workplan be moved back if it is not likely to be ready until late 2012. Consensus of the Council was to amend the Planning Commission Workplan to change the Shoreline Master Plan due date to the fourth quarter of 2012, and to include this change as an item for action at the May 1, 2012 Meeting.

**Mayor Johnson adjourned the Joint Planning Commission / City Council Meeting at 6:07 p.m., and called the City Council Workshop to order at 6:07 p.m.**

**D. Presentation:** Dave Baus, Development Coordinator, Village Concepts Retirement Communities.

Mr. Baus thanked the Council for giving him an opportunity to speak. He said he is a resident of Bonney Lake and affordable housing developer. His development partnership has considered developing affordable housing in Bonney Lake for years, but fees have been a major drawback. He provided a presentation about actual projects his group is developing in cities like Covington and Milton, and described a hypothetical project in Bonney Lake to compare costs and fees. He explained how low-income housing developments receive tax credits to help keep rents low. He said cities can help encourage affordable housing development by deferring impact fees and/or reducing fees, which makes it easier for developers to obtain financing. He said because incomes are lower in Pierce County than in King County, it is more difficult to make a project work in Pierce County with rent restrictions. He said affordable housing provides a place for people who work in the City to live, and brings more businesses and transit to the area.

Councilmembers discussed different types of affordable housing (senior and disabled housing versus low-income), incentives, and development costs. Councilmember Rackley said the City desperately needs affordable housing and it would benefit the community. Vice Chairperson Jacobsen asked how seniors and the disabled would get around without bus service; Mr. Baus said a successful project would need to have its own shuttle van service. Mayor Johnson said the biggest factors for these developments are the costs of fees and land. Mr. Baus said that these projects can be partially or fully tax exempt.
depending on the level of affordability. He said they do not receive tax breaks on school impact fees or other fees, as the rental units are considered to be ‘commercial’.

Mayor Johnson, the Council, and the Planning Commissioners thanked Mr. Baus for his time and said they plan to discuss these issues further.

**Mayor Johnson recessed the Workshop for a 10-minute break at 6:31 p.m. The Workshop reconvened at 6:48 p.m.**

E. **Review of Draft Minutes:** March 27, 2012 Meeting.

The draft minutes were forwarded to the April 24, 2012 Meeting for approval with no revisions.

F. **Discussion:** (Tabled from 4/10) AB12-44 – Ordinance D12-44 – Sewer SDC Rates.

Mayor Johnson said this item has been reviewed by the City Attorney and Council several times. City Administrator Morrison said he provided two versions of the ordinance for review. The first version eliminates SDC fees after multiple tenant improvements (change of use). The second version, based on interest from some councilmembers, provides a 25% reduction in SDC rates until 200 homes are built.

Councilmembers discussed the proposed SDC rate reduction and its impact on revenues and City projects. Deputy Mayor Swatman noted that the Council voted 4 to 3 against a reduction in SDC rates at the previous meeting. Mayor Johnson said a short-term cut might be do-able, but questioned the long-term impacts. He said utility rates for water and sewer customers need to be adjusted, and he is also looking at options to mix the water and sewer funds. Deputy Mayor Swatman questioned whether the Council would be comfortable raising customer rates to help developers.

Councilmember Lewis said there are multiple factors that make Bonney Lake desirable for development, including other ordinances that encourage development, and recent long-term water and sewer agreements. He said the City can afford to lose some funding in the short term and will gain it back in increased business and sales taxes later.

Councilmembers Watson and Minton-Davis spoke in favor of a 25% reduction in SDC fees. Councilmember Watson said it will help increase the population and bring in more retail sales. Councilmember Minton-Davis said the City’s fee structure is not fair to developers, as it makes them pay for both expansion and operations.

Councilmember Hamilton said he opposes decreasing SDC rates. He said the sewer fund is only in good standing due to trust fund loans and that sewer rates need to be raised to sustain the fund. Councilmember Rackley said the City needs to collect SDC fees as development happens so when the system runs out of capacity and needs to be expanded, the necessary funds are available, and the current fee structure works as it should.

Mayor Johnson said the City could put off building a new Public Works Facility, but will need this facility eventually. He said the Council needs to decide how to promote growth in a stagnant economy, whether through discounts, free permits, or fee reductions.

Councilmembers discussed how to sunset a temporary SDC rate reduction, based on a number of homes or a calendar date. Mayor Johnson said another alternative is to allow
developers to pay the fees when they apply for the certificate of occupancy, rather than when they first apply for a permit. Deputy Mayor Swatman said this is a good compromise and developers have said in the past that this would help them secure financing for projects. Councilmember Hamilton said other cities, including Puyallup, have offered this type of incentive but no one has taken advantage of it.

Deputy Mayor Swatman said he wants to see City facility projects move forward, to show staff members and citizens that the City is making progress. He said the Council needs to focus on long-range planning, not managing individual projects. He said he doubts that a fee reduction will increase development in the City. Mayor Johnson said from an administrative standpoint he would prefer not to reduce sewer SDCs. He suggested the Council consider changing when it requires fees to be paid, along with a water rate reduction and elimination of summer water rates.

Mayor Johnson asked Councilmembers whether they support a SDC rate reduction. Councilmembers Watson, Minton-Davis, and McKibbin said they would support a reduction, but other councilmembers did not express support. Council consensus was to move forward the first version of the ordinance, eliminating SDC fees after multiple tenant improvements, to the April 24, 2012 Meeting for action.

Councilmembers discussed whether to allow developers to delay payment of SDCs to the certificate of occupancy. Mayor Johnson said he would get more information from staff to consider this option at a future workshop.


Councilmember Minton-Davis said she has concerns about the sunset wording for this ordinance. She said a single large developer could buy up all 200 permits and then not act on them. Deputy Mayor Swatman said he was initially concerned that a number of people would request a refund and re-apply under reduced rates, but he now feels that it is not an issue. He said Director Vodopich told him that most existing permits are actually in progress and not simply stalled out.

Councilmembers discussed whether to sunset the ordinance after 200 permits or on a specific date, such as August 1, 2014. City Attorney Dionne confirmed that the ordinance would temporarily reduce Traffic Impact Fees by either 25% or by 1 evening trip, whichever is greater.

Councilmember Hamilton said he is concerned that the proposed ordinance will impact street CIP funds. He proposed adding language that impact fees that are not collected pursuant to the fee reduction will be transferred from other revenue sources to the street fund. Councilmember Rackley said the Council can always transfer funds from the general fund to the street fund if needed. The majority of councilmembers felt the proposed amendment was not necessary.

Consensus of the Council was to amend the ordinance to state “or p.m. trip” and to change the deadline to August 1, 2014. The proposed ordinance was forwarded to the April 24, 2012 Meeting for action as amended.

Director Grigsby said the property owners in Eastown asked the City to consider lowering the administrative fee for latecomer agreements from 10% to 5%. They also requested that the administrative fee be calculated based on the actual construction costs for the project, rather than ‘total project costs’ as is currently stated in the code. He said a 5% fee seems appropriate for latecomer projects, but if the Council later feels this is too generous it can be changed again in the future.

Assistant City Attorney Kathleen Haggard described discussions between the City and the Eastown property owners on how to handle interest accrued on a bond for the Eastown sewer project. She said the owners requested a pro-rata share of the interest from latecomer fees in order to get a full return on their investment. She said this is a contractual issue that needs to be resolved in the latecomer agreement, but it is not a legal question and does not need to be addressed in the proposed ordinance.

Deputy Mayor Swatman said he attended a recent meeting with the Eastown owners and City staff members. He said this is a very complex issue and staff did a great job explaining all the aspects. He said he is not certain the property owners have the funds ready to pay the 5% fee. He said it is up to the property owners to move forward once the Council approves the proposed ordinance. Director Grigsby confirmed he had spoken with Roger Watt, who represents the Eastown LLC group, and they asked for some extra time to raise the remaining funds needed for the 5% latecomers fee.

The Council briefly discussed issues with individual property owners, but noted they do not impact the proposed ordinance. Mayor Johnson commented that the City had to abandon plans for a Local Improvement District in Eastown due to individual issues that prevented the project from moving forward.

Council consensus was to forward the proposed Ordinance D12-56 to the April 24, 2012 Meeting for action.

I. Council Open Discussion.

School Impact Fee: Councilmember Lewis asked for information on School Impact Fees. City Administrator Morrison said there was apparent miscommunication between the City and the Sumner School District about changing the fee. The district hopes the City will revert the impact fee back to what it was previously. He has asked the Sumner School District to send their Capital Facilities Plan so he can review it and work with the district’s City Attorney. He said the City could collect School Impact Fees again, and noted that the district has the authority only to recommend, not set, the fees. Director Grigsby explained how impact fees are determined. City Administrator Morrison said he feels that school impact fees should be consistent for everyone in the district. The City Attorney confirmed that the City Council must pass an ordinance to change impact fees. Director Grigsby noted that the White River School District has no impact fees.

City-Owned Property: Councilmember Hamilton asked whether the City has any plans for the ‘Simmons’ parcels on SR 410 and the parcel on 192nd Ave E behind Junction 192. He said the City purchased these parcels in 2005 and 2007, and as far as he knows there is no long-term plan for the properties. He said the public should know why the City is holding on to these parcels and not getting any benefit or tax revenue. Councilmember Rackley agreed that since other negotiations have ended, the property behind Junction 192 should be put up for sale.
Deputy Mayor Swatman said the City planned to use the Simmons and Renwood parcels on SR 410 to extend roads for the downtown plan. Mayor Johnson said the City did not plan to develop the Simmons property, but rather to package and sell it to a developer later on. He said the City is planning to offer the parcel on 192nd Ave E for sale. He said it is a good idea to provide information on these parcels, especially to the newer councilmembers. Councilmember McKibbin said downtown plans take time and require patience. He suggested that the Planning Commission review the Downtown Plan for possible revisions.

Veterans Memorial Drive: Councilmember Watson asked when the Sumner-Buckley Hwy E road name will be changed to Veterans Memorial Drive E. City Administrator Morrison said the City will hold a ceremony for the new road name in the afternoon on Friday, May 25, 2012. He said the new street signs have arrived will be installed by that date, to include a historic street sign below the main sign. He said the Greater Bonney Lake Veterans Memorial Committee has been invited to attend the ceremony.

Recreation: Councilmember Minton-Davis said she visited the South Bellevue Community Center recently, and spoke to the director. The center generates about 60% of its budget, with the rest coming from the City’s general fund. She said the center partners with the Boys & Girls Club and contracts with a preschool as well.

Fire Department: Councilmember Minton-Davis said she attended a meeting for the new East Pierce Fire & Rescue Foundation. She said the group is still seeking members to sit on the board of directors. The foundation will focus on education and prevention, and will offer a way for off-duty fire fighters to volunteer in the community. She said it sounds like a great new organization and encouraged those interested to get involved.

Transit: Mayor Johnson said he met with Rachel Smith from Sound Transit in the previous week. He said he feels fairly confident that the agency and cities will save the route between the Bonney Lake Park & Ride and the Sumner Sounder Station (currently Route 496). He said all the parties are willing to work together, and they plan to draft a memorandum of understanding to keep the route going after the Pierce Transit boundaries are changed and Bonney Lake loses bus service. He said the City is also looking into options to take over maintenance of the Park & Ride lot from Pierce Transit. He said Ms. Smith will provide information about Bonney Lake’s route to the Sound Transit board soon. He said he continues to receive comments from riders who want Route 496 to stay in service.

IV. EXECUTIVE SESSION:

Pursuant to RCW 42.330.110(1)(i) the Council adjourned to an Executive Session with the City Attorney at 8:31 p.m. for 15 minutes to discuss pending litigation with possible action following the session. The Council returned to chambers at 8:39 p.m.

Deputy Mayor Swatman moved to suspend the Council rules to add and take action to “Authorize the Mayor to Sign the Settlement Agreement and Release of All Claims between the City of Bonney Lake and Greenwood Property, LLC”. Councilmember Watson seconded the motion (AB12-62).

Motion to suspend the Council rules approved 7 – 0.
Councilmember Rackley moved to approve motion AB12-62. Councilmember Lewis seconded the motion.

Mayor Johnson said this is a long-awaited agreement, and thanked City Attorney’s Office and City Administrator for finding a solution. Deputy Mayor Swatman added that this agreement is for the full settlement of Pierce County case #11-2-106282-0.

Motion AB12-62 approved 7 – 0.

V. ADJOURNMENT:

At 8:40 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 April 17, 2012 Joint Meeting and Workshop:

- David Wells – Special Events for 2012 – City of Bonney Lake.
- D. Baus – Senior Affordable Housing for Bonney Lake – Village Development, LLC.
- Councilmember Mark Hamilton – Parcel map – City of Bonney Lake.
I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:03 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 Jim Rackley, and Councilmember Tom Watson. Councilmember Katrina Minton-Davis was absent.

Deputy Mayor Swatman moved to excuse Councilmember Minton-Davis from the Meeting. Councilmember Watson seconded the motion.

Motion approved 6 – 0.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, 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: None.

2. Appointments: None.

3. Presentations:


      Mayor Johnson said a City employee recommended that the City recognize Ms. Kirkpatrick for her efforts to pick up garbage on her daily walks along the streets of her neighborhood. Mayor Johnson presented the certificate to Ms. Kirkpatrick and thanked her for selflessness. Ms. Kirkpatrick said she didn’t expect to be recognized and thanked the Council and Mayor.


      Mayor Johnson read the proclamation aloud, proclaiming May 2012 as Building Safety Month in the City and encouraging residents to take part.

Mayor Johnson read the proclamation aloud, proclaiming May 5, 2012 as Paint the Town Purple Day in Bonney Lake. He said this year’s Relay for Life annual event will be held at Bonney Lake High School.

d. **Presentation:** Planning Commission recommendations:


  Planning Commission Chair Grant Sulham said the ordinance started as a staff initiative to improve the permitting process. He said the proposed ordinance includes proposals to change fees in BLMC Chapter 3.68.010. Director Vodopich said the ordinance codifies the procedures actually in place currently. He said that the Community Development Department hired a Civil Review Engineer in 2011 who now manages civil permits.

- **AB12-54 – Ordinance D12-54** – Adoption A New Chapter 18.51 of the Bonney Lake Municipal Code Related to Regulating Lighting Levels.

  Planning Commission Chair Sulham said this proposed ordinance originated from a request by Deputy Mayor Swatman. He said the commission used the model lighting ordinance the Deputy Mayor received to craft the proposed ordinance. The commission removed standards for residential homes so the proposed ordinance only applies to commercial properties. They felt that very bright lighting would be covered under the existing nuisance ordinance. The proposal also imposes a curfew when lighting levels should be reduced.

  Director Vodopich said property owners would not necessarily have to replace lighting fixtures to meet the proposed standards. He said they can replace bulbs, redirect lights, and reduce glare. Councilmember Hamilton expressed concern that the proposed ordinance will add costs to local businesses, and asked whether other cities have adopted this type of ordinance. Deputy Mayor Swatman said the changes do not need to be costly, as it is more a matter of the direction and level of the lighting used. He said the Council could discuss the proposed ordinance at a workshop.

D. **Agenda Modifications:** None.

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

A. **Public Hearings:** None.

B. **Citizen Comments:**

Shawn Hoey, Master Builders Association of Pierce County, thanked the Council for their work on proposed Ordinance D12-45 related to traffic impact fees. He said the MBA appreciates the thought put into the ordinance, and for the amendment to sunset the ordinance on a specific date instead of after a certain number of permits.

Scott Haas, 4303 Reed Drive, Gig Harbor, said he is a builder and was invited by another developer to speak to the Council. He said he has worked on homes in Bonney Lake in the past, and his group recently purchased the Haymond/Church Lake long plat. He said
Bonney Lake is known in the building community as one of the worst in the Seattle metro area due to high costs. He said any measure that addresses costs is good for builders, as the market is still struggling and will be for some time.

Mayor Johnson asked Mr. Haas if it is helpful to delay payment of impact fees until the certificate of occupancy. Mr. Haas said it would help, since he has to get financing for all the up-front costs. He said banks have been very difficult to work with and many builders are working directly with investors instead of the banks. Deputy Mayor Swatman said other cities have offered to defer fee payments but few developers have taken advantage of them. Mr. Haas said he would certainly take such an offer.

Mr. Haas said he primarily gets his information through word of mouth from other developers, not from the MBA. He commented that the programs the City is working on will help improve Bonney Lake’s reputation with builders.

Dan Decker, 20401 70th St E, Bonney Lake, said he searched for information from the April 10th Meeting online and did not see any reference to citizen comments in the information posted online, though he knows people spoke at this meeting.

Mr. Decker said in the past he spoke to the Council about the need for a deaf child sign in his neighborhood, but the City will not install one. He said if it is true that no one pays attention to signs, all the signs in the City should be removed. Councilmember Hamilton said the Public Safety Committee discussed the request initially, and as he recalls another sign could not be added because there were already several signs posted in that area. Mayor Johnson said he would get more information from staff as well.

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 personnel updates, reviewed a Conservation Open Space Conservation Grant proposal, and discussed sales tax for amusement and recreation activities, including the boat launch. The committee also reviewed water and sewer rate options, with discussions to continue at the upcoming Council Workshop.

B. Community Development Committee: Councilmember McKibbin said the committee met on April 17th and forwarded three items to the current Consent 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 Lewis said he attended the PCRC Meeting on April 19th in Tacoma. The group discussed local centers of activity, which cities need to include in their Comprehensive Plans by June 2015 to be part of the program. He said the cities of Buckley and Wilkeson plan to create local ‘nodes’, and Bonney Lake could create its own ‘node’ for Downtown or Fennel Creek, for example.
Families First Coalition: Councilmember Watson said he and Councilmember Lewis attended the White River Families First Coalition meeting on April 23rd. They heard a great program on drug and alcohol use prevention.

Boat Launch: Mayor Johnson said the boat launch bollards at Allan Yorke Park went into service the weekend of April 21st, and took in about $1,000 over the first weekend.

Stormwater Fees: Mayor Johnson said the process for the stormwater rate appeal made by property owner Joel Clark is still ongoing. He said the City Attorney’s office is reviewing the issues before a final decision is made.

Transit: Mayor Johnson said the Sound Transit Board is considering taking over the route between the cities of Sumner and Bonney Lake (currently Pierce Transit Route 496). He said Sumner Mayor Dave Enslow and Pierce County Executive Pat McCarthy are on the Sound Transit Board and pushing for this item to move forward, and he is optimistic that it will be approved.

Newspaper Flyers: Director Vodopich said Grant Wiens from the City’s Attorney Office contacted the News Tribune about the ‘Yes’ advertising circulars. Mr. Wiens received an immediate reply from the circulation department and a direct phone number for people to call if they are having issues with delivery of flyers after requesting they be stopped. Mayor Johnson said it is clear the newspaper wants to take care of this issue.

Tehaleh: Mayor Johnson said he recently met with Jim Newberg from Tehaleh (previously Cascadia). He said they are signing up six builders, and the first homes could be available by August 2012. They discussed various issues including manufacturing and transportation. Mayor Johnson said the fees per home for Tehaleh are only slightly lower than in Bonney Lake. He said Mr. Newberg spoke in favor of allowing developers to delay fee payments until the certificate of occupancy, but that cities should be flexible with builders as things change depending on the economy and project. Mr. Newberg also told Mayor Johnson they plan to host a grand opening celebration soon.

Parks Summit: Mayor Johnson invited all to attend the Parks Summit on Monday, May 7th in the Justice Center Chambers at 6:00 p.m. He said the event will include a presentation and discussion of options for parks and recreation, a park bond, metropolitan park district, and more. He said the City wants to get input from citizens and groups on what they feel is most important for the City.

IV. CONSENT AGENDA:

A. Approval of Minutes: March 27, 2012 Meeting.

B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #63227-63387 (includes wire #20120403) in the amount of $297,520.32. Accounts Payable checks/vouchers #63388-63424 includes wire #38156827) in the amount of $263,177.26. Account Payable check/voucher wire #20120417 in the amount of $23,610.43.

C. Approval of Payroll: Payroll for April 1-15th 2012 for checks 30408-30432 including Direct Deposits and Electronic Transfers in the amount of $416,476.86.
D. **AB12-39 – Resolution 2196** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Surplus Property In Accordance With The Provisions Outlined In BLMC 2.70.100.


F. **AB12-51 – Resolution 2201** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve The Contract With Jennings Northwest LLC For Construction Of The 97th St E Sidewalks Improvements Project.


H. **AB12-63** – A Motion Of The City Of Bonney Lake, Pierce County, Washington, Amending The Bonney Lake Planning Commission Workplan.

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

  Consent Agenda approved 6 – 0.

V. **FINANCE COMMITTEE ISSUES:** None.

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

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

VIII. **FULL COUNCIL ISSUES:**

   A. **AB12-44 – Ordinance 1423 [D12-44]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 13.12 Of The Bonney Lake Municipal Code, Section One Of Ordinance No. 1395, Section Three Of Ordinance No. 1333, And Section Five Of Ordinance No. 571c, Relating To Non-Residential Sewer System Development Charges And Tenant Improvements.

   Councilmember Rackley moved to approve Ordinance 1423. Councilmember Lewis seconded the motion.

   Mayor Johnson said the Council discussed this item in length at the previous Workshop. He said the proposal will benefit local businesses.

   Ordinance 1423 approved 6 – 0.

Lake Municipal Code And Ordinance Nos. 984, 1282, 1316, And 1318 Relating To Traffic Impact Fees.

Councilmember Rackley moved to approve Ordinance 1424. Councilmember Lewis seconded the motion.

Deputy Mayor Swatman said this is a significant reduction in fees for single-family homes. He said the Council recognizes the need in the building community, and the past meeting minutes will show discussions on both sides of the issue. He said the Mayor and Council agree that there is more work to be done, and this is not the last Council action on these issues. Councilmember Hamilton said he opposes the ordinance because it takes money from one fund and gives it to another, and impacts existing property owners.

Ordinance 1424 approved 5 – 1.
Councilmember Hamilton voted no.


Councilmember Lewis moved to approve Ordinance 1425. Councilmember Rackley seconded the motion.

Director Grigsby said the proposed ordinance changes the administrative fee for latecomers agreements from 10% to 5%, and bases the fee on actual construction cost instead of total project costs. Deputy Mayor Swatman said this ordinance will help make projects more viable during difficult economic times, and the Council may need to review and revise the code again in the future as the economy changes.

Ordinance 1425 approved 5 – 1.
Councilmember McKibbin voted no.

IX. EXECUTIVE SESSION: None.

X. ADJOURNMENT:
At 8:01 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 6 – 0.

Harwood Edvalson, CMC Neil Johnson, Jr.
City Clerk Mayor

Items presented to Council at the April 24, 2012 Meeting: None.
I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the workshop to order at 5:31 p.m.

II. 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, Assistant Public Works Director Charlie Simpson, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Records & Information Specialist Susan Duis.

III. AGENDA ITEMS:

A. Council Open Discussion:

Condemned Homes: Councilmember Watson said the City condemned two homes on Lake Bonney and asked whether the City planned to demolish them for safety purposes. Director Vodopich said one home was boarded up, but the other is involved in ongoing litigation. Councilmember Watson said some of the boards have been pulled off and wanted to bring it to staff attention.

Sign Permits: Councilmember Watson said he recently worked to get a sign installed in the City and asked how the process can be completed in a timely manner, as they had to wait and reschedule inspections. Director Vodopich said he will look up the permit history and provide Councilmember Watson with more information.

Community Events: Councilmember Watson reminded the Council of the upcoming Family Fun Fest on May 5th. Councilmember Lewis said the Bonney Lake High School is hosting a first annual car show on May 5th. He said the BLHS Senior Boards are on May 16th and 17th, and recommended councilmembers and staff take part.

AWC Conference: Deputy Mayor Swatman asked which councilmembers planned to attend the Association of Washington Cities conference in mid-June. All councilmembers said they plan to attend. They discussed the option to cancel the June 19th Workshop.

Eastown Gateway Sign: City Administrator Morrison said staff have tentatively scheduled an informal sign unveiling ceremony for the new Eastown Gateway Sign on May 15th at 5:00 p.m., prior to the Council Workshop. He said those planning to attend should meet at City Hall at 4:30 p.m. to carpool, as there is limited parking available on site. He said the ceremony would be followed by the Council Workshop at 5:30 p.m.
Veterans Memorial Drive E: City Administrator Morrison said the City will host a ribbon-cutting ceremony for Veterans Memorial Drive East on May 25th at 4:30 p.m. He said the event will include a presentation and refreshments. He said the Post Office and those affected by the name change have been notified, and the change already appears on the Pierce County map system. He said the new signs will include a brown historic street sign for the old Sumner-Buckley Hwy road name.

Tehaleh/Cascadia: Councilmember Hamilton asked if the 5-year review findings from the Hearing Examiner from the original Cascadia project are still on track, since the project was purchased by another group. Director Vodopich said his understanding is that there are no major changes, and the new developer must abide by existing arrangements and developer agreements. City Administrator Morrison said the employment targets for the master planned community must be met in order for the project to move forward to future stages. Mayor Johnson said he met with Jim Nyberg from Newland Communities to discuss the project and City’s concerns. He said they are working to get one more builder lined up and hope to start building soon. Mayor Johnson said he is interested to see what will happen and future planning for transportation in the area.

Eastown Sewers: Councilmember Rackley asked for an update on the Eastown ULA process. Director Vodopich said the City is waiting to hear from the property owners (Eastown LLC) that they have the funds for the 5% ULA fee collected, so the agreement can come forward to the Council.

Parks Summit: Councilmember Minton-Davis asked if the Parks Summit is considered a special Council meeting, and whether multiple councilmembers can attend. Administrative Services Director/City Clerk Edvalson said councilmembers can attend as long as they do not meet together to discuss city business. Councilmember Minton-Davis said she plans to attend the event.

B. Presentation: AB12-66 – Stormwater Pollution Prevention Art Contest Submissions.

Assistant Public Works Director Charlie Simpson said Assistant Engineer Andrew Fonda worked with local school children again this year to gather artwork for the 2013 Stormwater calendar. City Administrator Morrison explained that the full size color images are available to view online, and asked Councilmembers to pick their top two choices in each category, so the winners could be selected at a future meeting.

C. Presentation & Discussion: AB12-59 – Ordinance D12-59 – Cross Connection Program.

Assistant Public Works Director Simpson said Public Works Director Grigsby heard about this type of program at a conference and asked staff to present a proposal for Bonney Lake. He said the goal is to improve the City’s cross connection program and to provide backflow testing services to City customers at a cheaper rate. He said the Public Works department currently tracks customers who have irrigation systems and who are required to do cross-connection testing each year. The City notifies customers of the requirement yearly and provides them with a list of certified backflow testers in the area. The customer must arrange a backflow test and send the results to the City.

Assistant Director Simpson said that in the proposed program, the City would go out to bid for a single backflow testing contractor to provide testing services for all customers. The City would also take ownership of the backflow devices on each property, to ensure
testing is done properly and on time. The City would charge a yearly fee to customers with backflow devices to cover the costs of testing and administration. He said they estimate the actual yearly cost per device to be about $37.99, based on an estimated charge of $30 per backflow test.

Assistant Director Simpson said the Community Development Committee has discussed the proposed program and wanted Council input before moving forward. He said the program would not add much additional work for Public Works staff, though it would require extra effort from Finance staff to update the customer database for the 1,800 customers known to have backflow devices.

Councilmembers Minton-Davis, McKibbin, and Lewis spoke in favor of the proposed program. Councilmember Minton-Davis said the program benefits homeowners as it places the responsibility and time on the City. She noted that the City will take on additional liability for the system, however. Assistant Director Simpson said homeowners would still be responsible to ‘blow out’ the irrigation system each winter to prevent damage from freezing. Councilmember McKibbin said the City is required by State law to have a program in place, but is struggling to get homeowners to comply.

Councilmember Rackley said he does not feel the City should manage this type of program and it should be left to private businesses. He also said he does not want the City to take ownership of backflow devices on the homeowner’s property, and noted past issues with maintaining grinder pumps. Councilmember Watson said the proposed program could add additional expenses for homeowners. He said he is also concerned about the City taking on additional liability.

Assistant Director Simpson said a small percentage of customers do not comply currently, and this program is an attempt to improve the process. He said although a city-wide contract would offer a lower testing cost, some homeowners may already pay less to private companies for this service and it would not be a cost savings. City Attorney Dionne said the City’s main concern is preventing contamination of the water system. City Administrator Morrison said staff will check with the insurance authority WCIA to find out which other cities have this type of program.

Councilmember Lewis said the City only knows about irrigation systems that were installed properly, but some homeowners do not get a permit, so the City may not be aware of all the systems that should be included in backflow testing. He said he is concerned about security and contamination of the water supply. Assistant Director Simpson confirmed that his staff are notified through the Permit Process, and if staff find an unlisted irrigation system they add it to the list for required backflow testing.

Councilmember Hamilton said he has mixed feelings about the proposed program. He said he has hired the same person for years to perform backflow testing at his home. Assistant Director Simpson said under the proposed program, everyone would have to use the City’s contractor. Mayor Johnson suggested the City allow customers to opt out if they can show due diligence. Assistant Director Simpson said other alternatives are available, such as providing for a policy that allows the City to shut off a customer’s water if they do not comply with testing requirements after several notifications. He said there is no revenue stream to cover staff costs currently, as there is no customer fee for irrigation systems.
Mayor Johnson asked Councilmembers for input. He suggested the issue be discussed again at a future workshop after staff members have time to research insurance and liability concerns. Councilmember Hamilton said the City should also seek public input.


Councilmember Watson asked that the April 3rd minutes be revised to correct his discussion of bus services on p. 6. Councilmember Lewis provided a typographical correction in the April 10th minutes. The minutes were forwarded to the May 8th Meeting for action as corrected.

E. **Discussion: AB12-57 – Ordinance D12-57 – Water Rate Reduction.**

Mayor Johnson said he has continued reviewing data and proposed reducing the water base rate by $5.00 per month, rather than reducing consumption rates. Councilmember Rackley said he supports this option and said he opposes reducing summer consumption rates. He said if consumption increases the City may need to tap into the Tacoma Water supply, which is more costly.

Councilmembers Lewis and Watson and Deputy Mayor Swatman said they would support a $5 reduction in water base rates. Councilmember Watson said those on a fixed income who keep their consumption very low would not benefit from a consumption rate reduction, so the Mayor’s proposal benefits all customers equally.

City Administrator Morrison said a $5 per customer/per month reduction would cost the water fund about $774,000 per year. Mayor Johnson said this is just one option and the reduction could be adjusted based on staff calculations. He said it is important to give something back to customers, especially since it is necessary to raise sewer rates.

Councilmember consensus was to move proposed Ordinance D12-57 forward, with a $5.00 reduction to the monthly water base rate, to the May 8th Meeting. Mayor Johnson said he will work with staff to determine the impact of this reduction to the water fund. He said another option is to transfer funds from the water fund to the sewer fund for several years before raising sewer rates. He said if the funds cannot be blended, it is better to show customers the value of the system through rates, rather than simply moving the funds from water to sewer as needed.

F. **Discussion: AB12-58 – Ordinance D12-58 – Sewer Rate Increase.**

City Administrator Morrison said the proposed ordinance would raise sewer availability and volumetric rates by 10% each year for 4 years, effective July 1, 2012. He said starting in 2016 the rates would continue to be adjusted based on the annual Consumer Price Index (CPI) rate. He provided Councilmembers with the operations and maintenance forecast from the last consultant review. They recommended a 60% raise in sewer rates over a six-year period. He said the rates can be adjusted in even increments or in varying levels each year, depending on the Council’s policy decision.

City Administrator Morrison said he believes the Council’s support of a $5 water availability charge decrease is a mistake. He said availability rates are intended to cover the basic operating costs for the system, so if consumption drops drastically there is still a stable revenue stream to cover basic costs. He said reducing the availability charge too
much puts the basic operational stability of the utility on thin ice. He said he does not feel the water availability charge is set too high currently.

City Administrator Morrison provided general information on the City’s water and sewer fund balances. Councilmembers discussed funding for planned future projects, including the proposed Public Works facility, and options for bonds and other funding sources.

Councilmember Lewis said the City has an adequate water supply for about the next thirty years. He said the City needs to have the same long-range capacity for the sewer system, and ratepayers need to help pay for it. He said rates are based on the system costs, and increased costs should be passed on to the ratepayers. He said it makes sense to keep the water and sewer funds separate to address each individually based on actual costs. Councilmember Minton-Davis said she supports a sewer rate increase.

Consensus of the Council was to move proposed Ordinance D12-58 forward to the May 8th Meeting for action as presented.

IV. EXECUTIVE SESSION:

V. ADJOURNMENT:

At 6:44 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 – 0.

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Items presented to Council at the May 1, 2012 Workshop:

- Donn Lewis – BLHS Car Show Flyer, BLHS Senior Boards letter, FCCLA Leadership Dinner flyer – City Councilmember.
- Don Morrison - Summer Water Rate Scenarios – City of Bonney Lake.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
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<tr>
<td>CD / Heather Stinson</td>
<td>22 May 2012</td>
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<td>An Ordinance amending BLMC Chapter 18 Related to Conditional Use Permits in Eastown Zoning.</td>
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<td>An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Blmc Chapter 18 To Include Provisions For Conditional Use Permits In Eastown Zoning.</td>
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**Administrative Recommendation:**

**Background Summary:** The ordinance adopting the land use matrix in December, 2011 contained language that eliminated BLMC Section 18.29.040 which stipulates certain performance measures that conditional uses must meet in the Eastown Zoning district. After adoption it was discovered that this created a referencing error in the code. The ordinance before you reinstates this section of BLMC.

**Attachments:** D12-68

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**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:**

- Date: 
- Approvals: Yes
- Chair/Councilmember
- Councilmember
- Councilmember
- Forward to:
- Consent Agenda: Yes

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

- Workshop Date(s): 15 May 2012
- Public Hearing Date(s): 
- Meeting Date(s): 
- Tabled to Date: 

**APPROVALS**

- Director: JPV
- Mayor: 
- Date Reviewed by City Attorney: (if applicable):
ORDINANCE NO. D12-68
AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING TITLE 18 OF BONNEY LAKE MUNICIPAL CODE TO INCLUDE PROVISIONS FOR CONDITIONAL USE PERMITS IN EASTOWN ZONING.

WHEREAS, Bonney Lake ordinance 14.16 repealed BLMC 18.29.040; and

WHEREAS, this repeal was in error.

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

Section 1. Section 18.29.040 of the Bonney Lake Municipal Code is hereby adopted to read as follows:

18.29.040 Conditional uses.
The following uses may be permitted upon the issuance of a conditional use permit by the city:

A. Buildings taller than 50 feet, provided:
   1. Adequate provision is made for firefighting and emergency rescue;
   2. The use or building will not cast a shadow on residential properties;
   3. The use or building is designed with visual relief or landscaping to make it compatible with the surrounding land uses, topography and landscape;

B. Junk, salvage or wrecking yard; provided a solid fence and/or solid screening hedge at least eight feet high is built and maintained to screen from view the open storage use;

C. Trailer-mix concrete plant; provided a solid fence and/or solid screening hedge at least eight feet high is built and maintained to screen from view the concrete plant and storage yard;

D. Gravel pits; provided a solid fence and/or solid screening hedge at least eight feet high is built and maintained to screen from view the gravel pit;

E. Assembly or processing of previously prepared materials in a fully enclosed building, provided:
1. No explosives, ammunition, blasting agents or fireworks are stored or manufactured in this district;

2. Cellulose nitrate products and cellulose nitrate plastics may be stored in accordance with the fire prevention ordinance, but shall not be manufactured in this district;

3. Any material having a closed cup flash point below 105 degrees Fahrenheit is prohibited from this district;

4. The requirements of Chapter 18.31 BLMC are met; and

F. Storage or processing of any hazardous waste as defined in Chapter 70.105 RCW is not permitted as a principal use.

Section 2. If any portion of this Ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

Section 3. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this _____ day of ____________________, 2012.

__________________________
Neil Johnson, Mayor

ATTEST:

__________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

__________________________
James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective date:
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact:
Executive / Gary Leaf

Meeting/Workshop Date:
22 May 2012

Agenda Bill Number:
AB12-69

Agenda Subject: Ballfield Usage at Cedarview Park

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Sumner Soccer Club For Use Of Ballfields At Cedarview Park.

Administrative Recommendation: Approve

Background Summary: Four years ago the City improved the ballfields at Cedarview Park. To date, no organized group has made regular use of these fields. City staff have had several recent conversations with Sumner Soccer Club that would allow them to use the fields on weekends this summer and next summer in exchange for some work around the park in lieu of paying a rental fee as is customarily done at Allan Yorke Park. Please find attached the proposed agreement for Council consideration.

Attachments: Yes

BUDGET INFORMATION

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Budget Explanation: City will continue to cover utilities and maintenance costs

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee
Date: 8 May 2012

Approvals:
Chair/Councilmember: Dan Swatman
Councilmember: Mark Hamilton
Councilmember: Randy McKibbin

Consent Agenda:
Yes [ ] No [ ]

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):
5/22/12

Meeting Date(s):
Public Hearing Date(s):

Tabled to Date:

APPROVALS

Director: Don Morrison
Mayor: 

Date Reviewed by City Attorney: 30 April 2012

(if applicable):
RESOLUTION NO. 2203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH SUMNER SOCCER CLUB TO USE BALLFIELDS AT CEDARVIEW PARK.

WHEREAS, the City of Bonney Lake rehabilitated the ballfields at Cedarview Park in 2008; and

WHEREAS, the ballfields at Cedarview park have not been used on a regular basis; and

WHEREAS, Sumner Soccer Club desires to use the ballfields at Cedarview park in exchange for doing some work at the park;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Agreement between the City of Bonney Lake and Sumner Soccer Club, attached hereto and incorporated herein by this reference.

PASSED BY THE CITY COUNCIL this 22nd day of May, 2012.

__________________________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________________________
James J. Dionne, City Attorney
AGREEMENT WITH SUMNER SOCCER FOR USE OF FIELDS AT CEDARVIEW PARK

This Agreement, by the City of Bonney Lake, Pierce County, Washington, hereinafter called the City, and Sumner Soccer Club, hereinafter called SSC, is made on the following terms and conditions:

I. Grant, Term, and Use of Fields

1.1 The City, acting pursuant to its vested authority, grants to SSC, for the term and upon the conditions and provisions hereafter specified the right and privilege to use the fields at Cedarview Park.

1.2 The term of the field usage by SSC shall be from June 1, 2012, to September 30, 2013. Renewal shall be at the City’s discretion. In the event of termination of this Agreement, for any reason, prior to the termination date specified in this section, no refund shall be made of any payment(s) already made pursuant to section 3.1 of this Agreement.

1.3 SSC is permitted to use the west field at Cedarview Park on Saturdays and Sundays from 10:00 a.m. until 6:00 p.m. for the months of June, July, August, and September.

1.4 SSC is permitted to paint field lines on the grass fields at its discretion.

II. Consideration for Use of Fields

2.1 SSC shall plant ten trees at Cedarview Park in conjunction with the annual Beautify Bonney Lake event in September. Location of trees shall be at the discretion of the City. This shall be considered payment in full for field usage.
III. Responsibilities of SSC

3.1 SSC shall remove any litter caused by its event(s) at Cedarview Park and shall dispose of such at its own expense. SSC shall take reasonable care to not misuse the fields.

3.2 SSC shall maintain its 501(c)3 nonprofit status for the duration of this agreement and provide evidence of such to the City of Bonney Lake.

3.3 SSC shall provide its own Liability insurance policy from an insurance company licensed in Washington and rated with AM Best no lower than a B+ in the amount of $1,000,000.00, and to hold the City harmless, defend, and indemnify it from any accidents, injuries, death, or claims of any kind resulting from SSC's operations. SSC agrees to name the City as an additional insured on the insurance policy required above in this paragraph. SSC shall provide a certificate of insurance to the City.

3.4 SSC shall not erect a permanent sign on park premises or in the vicinity thereof without obtaining the advance written approval of the City.

3.5 SSC shall obey all laws of the State of Washington and all Ordinances of the City of Bonney Lake.

IV. Termination or Assignment of Agreement

4.1 If, in the judgment of the Mayor, the use of fields does not meet the City’s requirements, or if SSC is in default of any other term of this Agreement, the City reserves to right to cancel it.

4.2 SSC may terminate this Agreement by giving thirty (30) days written notice to City of such intention to terminate.

4.3 Neither this Agreement nor any rights or privileges hereunder shall be assigned or sublet without consent of the City.
V. Interpretive Provisions

5.1 The terms and conditions of this Agreement shall be binding on the parties hereto, their heirs, successors, administrators, and assigns, and shall be construed in accordance with the laws of the State of Washington.

5.2 The waiver by the City of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

5.3 Each term of this Agreement is material and breach by Concessionaire of any one of the terms herein shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the City.

5.4 If any term or provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision or persons or circumstances other than those as to which it is held invalid, or unenforceable, will not be affected and will continue in full force.

5.5 This Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit arising out of this Agreement shall be in Pierce County, Washington. The prevailing party in any such action shall be entitled to an award of reasonable attorney’s fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

ATTEST:

_____________________________      _____________________________
Harwood T. Edvalson                                               Neil Johnson Jr.
City Clerk                                 Mayor

CITY OF BONNEY LAKE

_____________________________      ______________________________
James J. Dionne,                          President
City Attorney

SUMNER SOCCER

President
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<td>Ordinance/Resolution Number: 2204</td>
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Agenda Subject: Agreement Between Church Lake Subdivision and City

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water And Sewer Developer Extension Agreement Between Matt Atai And The City Of Bonney Lake For Church Lake Subdivision.

Administrative Recommendation:

Background Summary: The Developer's of Church Lake Subdivision have requested the City provide installation observation, along with testing observation for water, sewer, and storm mains along with roadway installation at subdivision at 19821 Church Lake Road East (Parcel 0520213046).

Budget Information:

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Budget Explanation:

Committee, Board & Commission Review:

Council Committee Review: Community Development Approval: Yes No
Date: 15 May 2012
Chair/Councilmember Randy McKibbin
Councilmember James Rackley
Councilmember Dan Swatman

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: John Vodopich
Mayor: Neil Johnson Jr.
Date Reviewed by City Attorney:
(if applicable):
RESOLUTION NO. 2204

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER AND SEWER DEVELOPER EXTENSION AGREEMENT WITH MATT ATAI FOR THE CHURCH LAKE SUBDIVISION PLAT.

Whereas, Church Lake Subdivision is a 17 lot plat located at 19821 Church Lake Road East, Bonney Lake, Washington. This project is inside the city limits and within Bonney Lake’s water and sewer service areas; and

Whereas, The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water and sewer improvements to the City’s system. The City Council finds that it is in the public interest that this agreement be carried out at this time;

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 Water and Sewer Developer Extension Agreement with Matt Atai for the Church Lake Subdivision project.

PASSED by the City Council this 22nd day of May, 2012

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and SeaWest Investment Associates, LLC, hereinafter referred to as "Developer".

WITNESSETH: That whereas the City of Bonney Lake, a municipal corporation, provides WATER & SEWER service within the corresponding WATER & SEWER service area boundary, and the above-named Developer is preparing to construct a WATER & SEWER system, or additions thereto, and said development requires the City's WATER & SEWER service;

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Developer agrees to design and/or construct the WATER & SEWER system, or additions thereto, to be connected to the City's WATER & SEWER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER & SEWER system, or additions thereto, shall be located within that area commonly referred to as Church Lake Subdivision (Haymond Plat), which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".

II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER & SEWER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER & SEWER plan, which agreement shall include oversizing of WATER & SEWER mains as may be identified in the City's adopted WATER & SEWER comprehensive plan.

A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.

B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.

III. The developer agrees that the construction of the WATER & SEWER system, or additions thereto, shall not commence until the following conditions have been fulfilled:

A. The developer shall furnish the City with three (3) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.
B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.

C. Minimum requirements for all plans for WATER & SEWER system, or additions thereto, submitted to the City for review are:

1. Three (3) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant.

2. A preliminary plat of the area in which said WATER & SEWER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.

3. A map showing the location of the plat in relation to the surrounding area.

4. A contour map of the plat with contour intervals of two feet or less.

5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.

6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.

7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.

8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.

9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".

10. Approvals from all regulatory agencies.

D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:

1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER & SEWER improvements.
2. All lots shall be fully staked to assist all parties involved in the proper location of the WATER & SEWER system including services.

3. All hydrants and valves shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to "approval construction drawings" may be warranted and required by the City, based on actual local field conditions.

4. All contractors and subcontractors shall have a current Washington State Contractors License.

5. The Developer's WATER & SEWER system, or additions thereto, on Premises shall not be connected to the City WATER & SEWER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.

E. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to defend and hold the City harmless from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Developer's express or implied obligations under this Agreement. The Developer waives any right of contribution against the City.

It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or Subcontractor under Workman's Compensation Acts, disability benefits acts or other employees' benefit acts. The City and the Developer agree that all third party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered by the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. All investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, the City shall be responsible for all damages payable to the third party claimant. In the event that the City and the Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and the City, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court findings, and, in addition thereto, the Developer shall hereunder reimburse or pay the City for all damages paid or payable to the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25% negligent, the Developer shall not be required to indemnify the City for any amount in excess of 25% of the claimant's total damages.
The Developer shall ensure that all construction contracts entered into for the WATER and SEWER SYSTEM name the City of Bonney Lake as an additional insured.

F. In the event the Developer in his operation damages or disrupts existing improvements, the repairs shall be made at the Developer's expense. In the event they are so damaged or the service disrupted and the Developer fails or is unable to immediately restore the service, then the Owners of the improvements may cause the repairs to be made by others and all costs for the same shall be at the Developer's own expense.

Where the construction crosses or is adjacent to existing utilities, the Developer shall exercise extreme care to protect such utilities from damage.

If any damage is done to an existing utility, the Developer shall notify the utility company involved who will dispatch a crew to repair the damage at the Developer's expense. All costs for the same shall be at the Developer's own expense.

The Developer shall be aware that some existing WATER & SEWER facilities are known to contain asbestos cement pipe. The Developer shall conduct all work related to existing asbestos cement pipe in strict accordance with WISHA safety regulations and provisions contained within WAC 296-62077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing, asbestos cement pipe, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air Pollution Control Agency. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the asbestos cement pipe shall be scored and broken in lieu of the sawing or other methods which release fibers into the atmosphere. Waste asbestos pipe shall be buried in the trench. Asbestos pipe to be abandoned in-place shall not be disturbed, except as noted herein, and shall remain in its original position.

The Developer is cautioned that all existing drainage systems, whether open ditch, buried pipe, or drainage structures, are not on record. It shall be the responsibility of the Developer to repair or replace all such systems found during construction, which are damaged by the Developer's construction in a manner which is satisfactory to the City.

Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangements in advance with such property owners, to insure that no conflicts will ensue after the property is restored as described above. The Developer will be required to furnish the City with a written release from said private property owners, if the City deems it to be necessary to obtain such document.
IV. The construction, of the Developer's WATER & SEWER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on his construction schedule during, the various construction phases as requested by the City.

V. The Developer further agrees to pay an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred.

VI. The Developer's WATER & SEWER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:

A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.

B. Payment of all permit fees and equivalent assessment changes and any other applicable City charges required for Premises.

C. Payment of all plan check and inspection fees.

D. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.

E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.

F. Furnish the City with a Bill of Sale conveying, the WATER & SEWER system to the City.

G. Furnish a one year maintenance bond for 15% (or $2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the WATER & SEWER system will be free of defects in labor and materials. Form to be prescribed by the City.

VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.
VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above, the City shall accept the WATER & SEWER system, and agree therewith to operate and maintain said system.

IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this 27th day of April 2012

DEVELOPER: Ken Hough
Signature

Printed Name

Sea West Investments Associates, LLC
Company Title (as applicable)

13120 70th Place #1
Address

Kirkland WA 98033
City State Zip

Phone No. 425.828.7777 FAX No.

CITY OF BONNEY LAKE DEVELOPER AGREEMENT

ACCEPTED this ____ day of ___________________ 20____

Neil Johnson Jr., Mayor
CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT 'A'

PLAT NAME: Church Lake Subdivision (Haymond Plat)

DEVELOPER: SeaWest Investment Associates, LLC

LEGAL DESCRIPTION: The West 1/2 of the Southwest 1/4 of the Southwest of the Southwest 1/4 of Section 27, TOWNSHIP 20 North, Range 5 East, W.M. in Pierce County, Washington.

Except the following described tract:
Beginning at the Southwest corner of the West half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the said Section 27; Thence 135 ft. East; Thence North 150 ft.; Thence West 135 ft.; Thence South 150 ft. to the True point of the beginning.
Except Church Lake Road (80th Street East)
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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**Agenda Subject:** Agreement Between Williams Pipeline and City

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water Developer Extension Agreement Between Williams Pipeline GP And The City Of Bonney Lake For Lakeland Hills Way.

**Administrative Recommendation:**

**Background Summary:** Williams Pipeline GP has requested the City provide installation observation, along with testing observation for a 12-inch diameter water main extension along Lakeland Hills Way to provide fire suppression for a proposed pipeline building.

**Attachments:** none

**BUDGET INFORMATION**

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**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

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| No |

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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**APPROVALS**

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<td>John Vodopich</td>
<td>Neil Johnson Jr.</td>
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Agenda Packet p. 49 of 172
RESOLUTION NO. 2207

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER DEVELOPER EXTENSION AGREEMENT WITH WILLIMAS PIPELINE GP FOR THE LAKELAND HILLS WAY.

Whereas, Williams Pipeline GP is proposing to install a gas main odorification facility adjacent to Lakeland Hills Way, in unincorporated Pierce County, Washington. This project is outside the city limits but within Bonney Lake’s water sewer service area; and

Whereas, The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water improvements to the City’s system. The City Council finds that it is in the public interest that this agreement be carried out at this time;

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 Water Developer Extension Agreement with Williams Pipeline for the Lakeland Hills Way project.

PASSED by the City Council this 22nd day of May, 2012

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
WATER DEVELOPERS AGREEMENT
PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and , hereinafter referred to as "Developer".

WITNESSETH: That whereas the City of Bonney Lake, a municipal corporation, provides WATER service within the corresponding WATER service area boundary, and the above-named Developer is preparing to construct a WATER system, or additions thereto, and said development requires the City's WATER service;

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Developer agrees to design and/or construct the WATER system, or additions thereto, to be connected to the City's WATER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER system, or additions thereto, shall be located within that area commonly referred to as , which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".

II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved, amendments thereto made, and further to conform with the City's comprehensive WATER plan, which agreement shall include oversizing of WATER mains as may be identified in the City's adopted WATER comprehensive plan.

A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.

B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.

III. The developer agrees that the construction of the WATER system, or additions thereto, shall not commence until the following conditions have been fulfilled:

A. The developer shall furnish the City with three (3) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.

B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.
C. Minimum requirements for all plans for WATER system, or additions thereto, submitted to the City for review are:

1. Three (3) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant.

2. A preliminary plat of the area in which said WATER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.

3. A map showing the location of the plat in relation to the surrounding area.

4. A contour map of the plat with contour intervals of two feet or less.

5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.

6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.

7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.

8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.

9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".

10. Approvals from all regulatory agencies.

D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:

1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER improvements.

2. All lots shall be fully staked to assist all parties involved in the proper location of the WATER system including services.

3. All hydrants and valves shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to
"approval construction drawings" may be warranted and required by the City, based on actual local field conditions.

4. All contractors and subcontractors shall have a current Washington State Contractors License.

5. The Developer's WATER system, or additions thereto, on Premises shall not be connected to the City WATER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.

E. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to defend and hold the City harmless from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Developer's express or implied obligations under this Agreement. The Developer waives any right of contribution against the City.

It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or Subcontractor under Workman's Compensation Acts, disability benefits acts or other employees' benefit acts. The City and the Developer agree that all third party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered by the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. All investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, the City shall be responsible for all damages payable to the third party claimant. In the event that the City and the Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and the City, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court findings, and, in addition thereto, the Developer shall hereunder reimburse or pay the City for all damages paid or payable to the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25% negligent, the Developer shall not be required to indemnify the City for any amount in excess of 25% of the claimant's total damages.

The Developer shall ensure that all construction contracts entered into for the WATER SYSTEM name the City of Bonney Lake as an additional insured.
F. In the event the Developer in his operation damages or disrupts existing improvements, the repairs shall be made at the Developer's expense. In the event they are so damaged or the service disrupted and the Developer fails or is unable to immediately restore the service, then the Owners of the improvements may cause the repairs to be made by others and all costs for the same shall be at the Developer's own expense.

Where the construction crosses or is adjacent to existing utilities, the Developer shall exercise extreme care to protect such utilities from damage.

If any damage is done to an existing utility, the Developer shall notify the utility company involved who will dispatch a crew to repair the damage at the Developer's expense. All costs for the same shall be at the Developer's own expense.

The Developer shall be aware that some existing WATER facilities are known to contain asbestos cement pipe. The Developer shall conduct all work related to existing asbestos cement pipe in strict accordance with WISHA safety regulations and provisions contained within WAC 296-62077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing, asbestos cement pipe, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air Pollution Control Agency. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the asbestos cement pipe shall be scored and broken in lieu of the sawing or other methods which release fibers into the atmosphere. Waste asbestos pipe shall be buried in the trench. Asbestos pipe to be abandoned in – place shall not be disturbed, except as noted herein, and shall remain in its original position.

The Developer is cautioned that all existing drainage systems, whether open ditch, buried pipe, or drainage structures, are not on record. It shall be the responsibility of the Developer to repair or replace all such systems found during construction, which are damaged by the Developer's construction in a manner which is satisfactory to the City.

Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangements in advance with such property owners, to insure that no conflicts will ensue after the property is restored as described above. The Developer will be required to furnish the City with a written release from said private property owners, if the City deems it to be necessary to obtain such document.

IV. The construction of the Developer's WATER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable
advance notice on his construction schedule during, the various construction phases as requested by the City.

V. The Developer further agrees to pay an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred.

VI. The Developer's WATER & SEWER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:

A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.

B. Payment of all permit fees and equivalent assessment changes and any other applicable City charges required for Premises.

C. Payment of all plan check and inspection fees.

D. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.

E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.

F. Furnish the City with a Bill of Sale conveying, the WATER & SEWER system to the City.

G. Furnish a one year maintenance bond for 15% (or $2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the WATER & SEWER system will be free of defects in labor and materials. Form to be prescribed by the City.

VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.

VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above, the City shall accept the WATER system, and agree therewith to operate and maintain said system.

IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to
the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer’s satisfaction of all such requirements and conditions.

SUBMITTED this __ day of ___________ 2012

DEVELOPER: Signature

Printed Name

ATTORNEY - IN - FACT

Company Title (as applicable)

Address

City State Zip

Phone No. ___________ FAX No. ___________

CITY OF BONNEY LAKE

ACCEPTED this __ day of ___________ 20 __

Neil Johnson Jr., Mayor
CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT 'A'

PLAT NAME N/A
DEVELOPER: Williams Northwest Pipeline GP
LEGAL DESCRIPTION: West half of Section 29, Township 3N, Range 31W,
South of the intersection with 241st Street East
See Attached
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
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<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<tr>
<td>Executive / Gary Leaf</td>
<td>22 May 2012</td>
<td>12-78</td>
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**Agenda Subject:** Allan Yorke Park Sport Court Rehabilitation Bid Award

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Allan Yorke Park Sport Court Rehabilitation Bid Award To Mid Pac Tennis Construction Inc.

**Administrative Recommendation:** Approve

**Background Summary:**
On February 17, 2012, the City issued a Request for Proposals for the Allan Yorke Park Sport Court Rehabilitation Project to 69 qualified firms listed on the Municipal Research Service Center roster. Bids were evaluated bids on May 7, 2012. Mid Pac Tennis Construction Inc. was the low bidder for the project. This project will rehabilitate the sport court surfaces, make the tennis courts multi-purpose by adding half-court basketball courts, moving the entrances to the east side of the tennis courts, and adding an ADA sidewalk and gate. The basketball hoops and standards were ordered separately. Trees to the south have already been removed as they were impinging on the court surfaces; slats will be added later to the south fence to reinstate a visual barrier.

**Attachments:** Resolution No. 2208

**BUDGET INFORMATION**

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<th>Budget Amount</th>
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**Budget Explanation:** Base bid inclusive of sales tax, performance bond, and a 10% construction contingency. Budget code is 302.032.076.594.76.65.01.

**COMMITTEE, BOARD & COMMISSION REVIEW**

<table>
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<tr>
<th>Council Committee Review:</th>
<th>Approvals:</th>
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<tr>
<td>Community Development</td>
<td>Chair/Councilmember Randy McKibbin</td>
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<tr>
<td>Date: 15 May 2012</td>
<td>Councilmember Jim Rackley</td>
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<td>Councilmember Dan Swatman</td>
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**Consent Agenda:** Yes

**Forward to:** Consent

**COUNCIL ACTION**

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<th>Workshop Date(s):</th>
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**APPROVALS**

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<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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<td></td>
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<td>10 May 2012</td>
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(if applicable):
RESOLUTION NO. 2208

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDING THE ALLAN YORKE PARK SPORT COURT REHABILITATION PROJECT TO MID PAC TENNIS INC.

WHEREAS, on February 17, 2012, the City issued a Request for Proposals for the Allan Yorke Park Sport Court Rehabilitation Project to 69 qualified firms listed on the Municipal Research Service Center roster and evaluated bids on May 7, 2012; and

WHEREAS, the City has determined the lowest responsible bid for this contract was received from Mid Pac Tennis Construction;

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Mid Pac Tennis Construction Inc. in the amount of $51,369.00.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency ($5,137.00) amount based on the contract bid amount.

PASSED by the City Council this 22nd day of May, 2012.

__________________________
Neil Johnson, Jr., Mayor

ATTEST:

_________________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

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

THIS AGREEMENT, is made and entered into in duplicate this _____ day of
____________________ , 2012 by and between the CITY OF BONNEY LAKE, a Washington
municipal corporation, hereinafter referred to as the "CITY" and MID PAC TENNIS
CONSTRUCTION INC., hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

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

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

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

1. SCOPE OF WORK.

The CONTRACTOR shall perform such work and accomplish such tasks, including the
furnishing of all materials and equipment necessary for full performance thereof, as are identified
and designated as CONTRACTOR responsibilities throughout this Agreement and as detailed in
Exhibit "A" attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than 1 July 2012, and shall be completed no later than 31
August 2012, unless sooner extended or terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

   C. The CITY shall pay the CONTRACTOR for work performed under this Agreement
      pursuant to accepted bid proposal attached hereto as Exhibit "A" and by this reference
      incorporated herein.

   D. The CONTRACTOR shall submit to the CITY Clerk-Treasurer on forms approved by
      the Clerk-Treasurer, a voucher or invoice for services rendered during the pay period. The CITY
shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the CONTRACTOR within approximately thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

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

The CONTRACTOR shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $2,000,000 aggregate for personal injury, bodily injury and property damage.
The CITY shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the CONTRACTOR and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

The CONTRACTOR’S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer’s liability.

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

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

11. NONDISCRIMINATION.

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

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

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

E. The contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility for employment. The contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Contractor understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Contractor 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.

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. CHANGES.

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

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

15. POLITICAL ACTIVITY PROHIBITED.

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

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

17. RETAINAGE.

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

18. PERFORMANCE BOND.

In accordance with Ch. 39.08 RCW, CONTRACTOR shall furnish to the CITY a bond, with a surety company licensed as a surety in Washington as surety, conditioned that CONTRACTOR shall faithfully perform all provisions of this Agreement and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for carrying out the Project. Said bond shall be in the amount of the total amount of this Agreement. In lieu of a bond for contracts less than $20,000, at the option of the contractor, the CITY may retain 50% of the contract amount for 30 days after final acceptance and/or all liens are cleared and all necessary releases are received from the Department of Revenue.

19. PREVAILING WAGE.

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

20. TERMINATION.

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

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

21. NOTICE.

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

22. ATTORNEYS FEES AND COSTS.

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

23. JURISDICTION AND VENUE.

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

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

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

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

25. ENTIRE AGREEMENT.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF BONNEY LAKE

Neil Johnson, Jr., Mayor
Date: ______________________

EXHIBIT “A” - Project Work

MID PAC TENNIS CONSTRUCTION INC.

Date: May 14/12
Mid Pac Tennis Construction Inc.

April 8, 2012
For City of Bonney Lake
Attention Gary Leaf
Regarding Allan Yorke Park Bid
Gary when we remove the fencing and the sidewalk for the bid our price for the resurfacing and installing the equipment is $39,000.00
If the city would like to move forward with the sidewalk as well we have a contract price for $6,810. Our sub would be Aggregate Construction.
Total price with performance bond and sales tax $51,369.00
After inspecting the fencing once again on Friday, I would I recommend that the scope be changed to include:

1) Replace 30' for fencing on the two ends of the basketball courts where the fabric has been pulled out of shape.
2) Install new maze gates and access gate as per new spec.
3) Restretch eastside of tennis court and install mid and bottom rail.
4) Install bottom rail on the rest of the tennis court fence.

Mid Pac will donate all the fencing work as per conditions 1-4.

Sincerely,

[Signature]

Don Gerstmar

May 14/12
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: PW / John Woodcock
Meeting/Workshop Date: 22 May 2012
Agenda Bill Number: AB12-79

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2209
Councilmember Sponsor: Randy McKibbin

Agenda Subject: Authorizing a Professional Services Contract with Thomas Pors for the Reed Well/Water Rights Application project.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize A Professional Services Contract With Thomas Pors For The Reed Well/Water Rights Application Project.

Administrative Recommendation:

Background Summary: The City purchased the Reed Property in 2010 as a possible site for a future well investigation site to support the City’s future water needs. Also in 2010 the city filed a groundwater application for additional water rights to utilize its share of mitigation water from the CWA RegionalReserved Water. The application seeks up to 2,250 gpm continuously for municipal use. The City Council adopted in the 2011-2012 Budget monies to support the well testing in conjunction with the legal effort to secure the future water rights. This contract with Thomas Pors will address the legal aspect of this effort.

Attachments: Resolution 2209, PSA, SOW, Map

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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Budget Explanation: 401.076.034.594.34.61.03 - Reed Well Test & Hydrogeologic Study

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: 15 May 2012
Approvals:
Chair/Councilmember
Randy McKibbin
Councilmember
James Rackley
Councilmember
Dan Swatman
Forward to:
Consent Agenda: Yes No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director:
Dan Grigsby

Mayor:
Neil Johnson Jr.

Date Reviewed by City Attorney:
(if applicable):

Agenda Packet p. 71 of 172
RESOLUTION NO. 2209

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH TOM PORS FOR THE REED WELL/WATER RIGHTS APPLICATION.

WHEREAS, The City had purchased the Reed Property in 2010 as a possible site for future well investigation to support the City’s future water rights; and

WHEREAS, The City Council adopted in the 2011-2012 Budget the Reed Well Test and Hydrogeologic Study Project; and

WHEREAS, The City Council approved the Reed Well Test and Hydrogeologic Study on March 27th, 2012 with Resolution 2190; and

WHEREAS, if water that is procurable is found on the Reed property those water rights must be applied for and approved by the Department of Ecology;

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Tom Pors in the amount of $107,750.00 for the procurement of the water rights application for the Reed Well.

PASSED by the City Council this 22nd day of May, 2012.

_____________________________
Neil Johnson, Jr., Mayor

ATTEST:

_____________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

_____________________________
James Dionne, City Attorney

AB12-79 – Resolution 2209
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _______ day of May, 2012, by and between the City of Bonney Lake ("City") and Law Office of Thomas M. Pors ("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

By: ____________________________
    Neil Johnson Jr., Mayor

CONSULTANT

By: ____________________________
    Thomas M. Pors

Attachments:

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

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

EXHIBIT B: RATES

Legal Services: $305.00 per hour.

Photocopies: $0.15 per page, black and white; $0.75 per page, color.

Mileage: $0.50 per mile or actual cost of travel if by means other than automobile, plus actual parking expenses incurred.

Delivery charges, postage: actual cost incurred.
MEMORANDUM

To: Dan Grigsby, City of Bonney Lake
   James J. Dionne, Dionne & Rorrick

From: Thomas Pors, Law Office of Thomas M. Pors

Re: Bonney Lake Water Supply – Scope of Work and Budget for Water Right Application

Cc: Doug Budzynski, John Woodwock, Geoff Dillard

File #: 04083/BLwater

Date: March 13, 2012

This is an updated scope of work and budget based on a project kick-off meeting in Bonney Lake on March 8th. I was asked to provide you with this budget for review and approval by the CDC and City Council. This scope of work and budget is intended to assist the City of Bonney Lake (COBL) with its budget process for this project. As requested, the budget attached to this memorandum as Exhibit A is for hours and time on a “not to exceed” basis, however COBL should note that there are substantial uncertainties relating to any ground water investigation and application, including the availability of mitigation sources, the application process, and the actions of third parties who may be affected. Therefore, these numbers are subject to change and the project itself may undergo a transformation as more information becomes available.

BACKGROUND

In early 2010, COBL filed a groundwater application (G2-30540) for additional water rights to utilize its share of mitigation water from the CWA Regional Reserved Water. The application seeks up to 2,250 gpm, 1814.6 acre-feet/year continuously for municipal use. This quantity, if approved, would alleviate the need to purchase an additional 2.0 MGD block of water from Tacoma Public Utilities in approximately 20 years. COBL purchased the Reed property as a potential well site for this application, and the next step is to drill and test wells on that property and evaluate the results.

In order for the Department of Ecology to approve this application, new well(s) must be drilled and tested, and potential impacts to the White and Puyallup Rivers and existing rights need to be determined. Then, mitigation sources need to be identified and acquired to prevent impairment of instream flows. Groundwater applications are difficult and expensive to process due to the need for substantial scientific evidence and modeling, complex legal issues, backlog of applications and various processing difficulties, and the potential for appeals and litigation from tribes and existing water right holders. A multi-year process is envisioned which by necessity is broken down into phases and tasks. The first phase is investigation and feasibility analysis, which is budgeted in Phase I of Exhibit A. The second phase is application processing and conflict avoidance, for which a preliminary budget is provided in Exhibit A. This preliminary budget can be revised and updated after the conclusion of Phase I.
MEMORANDUM

PROJECT SCOPE

PHASE ONE -- GROUNDWATER SOURCE AND MITIGATION FEASIBILITY

Task 1 – Groundwater Development Investigation. As project attorney, I would assist RH2 and COBL Public Works with obtaining a preliminary permit for well drilling and testing, review the drilling contract, review summary reports and recommendations, and meet with RH2 and COBL Public Works to determine next steps.

Task 2 – Groundwater Conceptual Model/Impact Analysis. Assist RH2 and COBL Public Works with the definition of goals for groundwater conceptual modeling and impact analysis, followed by evaluation of impacts to instream flow and mitigation targets.

Task 3 – Evaluate Mitigation Sources and Impact Analysis. Evaluate uncertainties relating to availability of CWA Regional Reserved Water (cost share with City of Sumner), identify and negotiate additional mitigation sources including CWA Tail Race Water (cost share with City of Sumner) and TPU Pipeline 1 tap at Buckley for delivery of mitigation water to White River. Other mitigation sources may be identified and investigated throughout the project as necessary. Mitigation sources would be ranked for priority purposes to identify costs, permitting risks and availability issues. As groundwater studies are completed, the evaluation of mitigation sources will be fine-tuned to match mitigation with impact. A matrix of mitigation alternatives would be prepared as part of this task. I would assist RH2 and COBL Public Works with analysis of project alternative feasibility and define goals and approach to Ecology and regional stakeholders. At the conclusion of this task, a meeting with RH2 and COBL Public Works and a meeting with Ecology is anticipated. This task concludes the first major stage of the project and transitions to the next stage of application processing and resolution of potential disputes with stakeholders.

PROJECT SCOPE – PHASE TWO

Tasks 4 through 10 – Application Processing, Stakeholder Discussions and Report Preparation. Develop plan for processing application (cost-reimbursement agreement alternatives) and resolution of potential issues with Ecology and stakeholders. This task includes negotiating with Ecology for an OCPI finding ("overriding consideration of public interest") to excuse marginal and distant impacts on surface water and guidance for stakeholder review of the adequacy of scientific studies and mitigation measures, and concludes with issuance of a final report of examination approving the application.

PROJECT SCOPE – PHASE THREE

Tasks 11 and 12 cover post-permit compliance and implementation of mitigation measures. Contracts, SEPA compliance or other permits may be needed for construction or implementation of mitigation delivery sources.
MEMORANDUM

PROJECT SCHEDULE

Task 1 – Beginning and continuing twelve weeks from contract approval.

Task 2 – To begin after contract approval, concurrent with and following Task 1; possible completion by year-end 2012 or mid 2013.

Task 3 – To begin following Task 2, likely during 2013 to early 2014. Completion is dependent on complexities of mitigation demands, negotiation of mitigation acquisitions, and meetings with Ecology and stakeholders.

Phase II – Beginning following Phase I and concluding after 18 to 24 months, depending on complexity of issues and negotiations.

Phase III – Beginning 30 days after issuance of final ROE or conclusion of appeals (if any).

PRELIMINARY BUDGET FOR LEGAL SERVICES

See Exhibit A, attached.
EXHIBIT A - LEGAL SERVICES BUDGET FOR CITY OF BONNEY LAKE WATER RIGHT APPLICATION

Estimate of Time and Expenses for Legal Services

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<th>Labor Cost at $305/hour</th>
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<td>Groundwater Development Investigation</td>
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<td>1.1 Advise RH2 re preliminary permit</td>
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<td>1.3 Review summary reports and recommendations by RH2; advice City</td>
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<td>1.4 Attend meeting with City staff and/or City Council</td>
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<td>Conceptual Groundwater Model/Impact Analysis</td>
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<td>2.2 Review summary reports and recommendations by RH2</td>
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<td>2.3 Evaluate impacts to instream flow and mitigation targets</td>
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<td>3.1 Identify reaches of White and Puyallup River requiring mitigation</td>
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<td>3.2 Evaluate availability of CWA water for mitigation (potential cost-share with Sumner)</td>
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<td>3.3 Negotiate tail race water with CWA (potential cost-share with Sumner)</td>
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<td>3.4 Evaluate potential COBL sources and availability of mitigation water</td>
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<td>3.5 Evaluate potential non-City sources and availability of mitigation water</td>
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<td>3.6 Prepare matrix of groundwater development/mitigation alternatives</td>
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<td>3.7 Meeting with City re project feasibility and alternatives</td>
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Phase II  Cost Reimbursement Processing of Application

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<th>Labor Cost</th>
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<th>Total Cost</th>
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for City of Bonney Lake

UPDATED 03/12/2012
### Phase II

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**UPDATED 03/12/2012**
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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**Agenda Subject:** Application for Two 2012 Community Forestry and Open Space Grants.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign Grant Applications For A 2012 Community Forestry And Open Space Grant To The United States Department Of Agriculture's Forest Service.

**Administrative Recommendation:** Approve the Motion

**Background Summary:** The US Dept of Agriculture's Forest Service is accepting proposals for community forestry land acquisitions. This motion authorizes the City to submit two applications that will allow the City to compete for funds that, if awarded, would allow for the purchase of 25 acres along Fennel Creek (Application 1--Johnson Property) and 5 additional acres of the WSU Forest (Application 2--WSU Property). The goal of the program, and therefore the goal of the City through acceptance of the grant terms, would be to preserve the acreage acquired through this grant for community forestry, conservation, trail, and passive recreation purposes.

**Attachments:** Grant Application and Exhibits A-F

**BUDGET INFORMATION**

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<th>Required Expenditure</th>
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**Budget Explanation:** The grant program will fund up to $400,000 or 50% of a land acquisition, whichever is less. The estimated cost of the 25-acre Johnson Property based on assessed value and including appraisal, title, and other legal fees, is $440,000. This cost would be split 50-50 with the grantor, or $220,000 per agency. The estimated cost of the 5-acre WSU Property based on the Comp Plan Update would be $1,000,000. The cost would be split 40-60 with the grantor--$400,000 by the grantor, and $600,000 by the City. Funds would come from the City Park CIP Fund.

**COMMITTEE, BOARD & COMMISSION REVIEW**

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Forward to: May 22 Council Mtg

Consent Agenda: Yes No

**Hearing Examiner Review:**

**COUNCIL ACTION**

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Application

for a

Forest Service, USDA
Community Forest & Open Space
Conservation Program Grant

For the

Johnson Property Acquisition
Located in the Fennel Creek corridor

Submitted by
Mayor Neil Johnson
City of Bonney Lake, WA

June 1, 2012

Total Estimated Request: $220,000
PROJECT DESCRIPTION

Objective
The City respectfully requests an estimated $220,000 in grant funds made available through the Forest Service/USDA’s Community Forest and Open Space Conservation Grant Program. These funds would constitute a 50% match to City funds to acquire 25 acres of forested land, at a total cost of $440,000, along Fennel Creek in the City of Bonney Lake, WA.

Introduction
The City of Bonney Lake’s mission is “to protect the community’s livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.” The City, which is located 20 minutes east of Tacoma, has experienced staggering growth in the last ten years. In response to this growth and associated impact on the environment, the City Council initiated its Community Forestry Program in 2005—which includes a City-employed arborist. The City has since developed a Street Tree Management Plan, a Community Forestry Program Plan, established the supportive City ordinance, and in 2011 conducted its first ever urban tree canopy assessment study. For these ongoing efforts, the City has been recognized as a “Tree City USA” since 2005.

Funds made available through this Community Forest & Open Space Conservation Program Grant will allow for the acquisition of 25 forested acres in the heart of the City along the Fennel Creek Corridor. Swaths of native evergreen & deciduous forest of this size in the middle of an urban setting owned by a willing seller are hard to come by (see Exhibit D for this perspective). The acquisition will not only realize the goals of the grant program to establish community forests by protecting threatened forest land, but would likewise be an invaluable part of realizing the mission of the City to preserve its “scenic beauty through responsible growth planning.”

Documentation Verifying that the Applicant is an Eligible Entity
The City of Bonney Lake, Washington has government agency status. The City was incorporated on Feb 28, 1949 by Resolution No. 3116 of the Board of County Commissioners of Pierce County, Washington. A copy of the resolution and other related articles of incorporation are maintained on file at City Hall, 19306 Bonney Lake Blvd, Bonney Lake, WA 98391, 253-862-8602.

Description of the Property
The Johnson Property (see map at Exhibit E) consists of 24.94 acres of privately owned land in central Bonney Lake, Pierce County, Washington. The property is bordered on the west by Angeline Road, a key north/south road through the City, and by a City-owned property to the north. This City-owned property is adjacent to State Route 410—a primary four-lane arterial that runs east/west through the City. Public access would be obtained primarily along Angeline Road, but is possible from State Route 410.
**Description of Current Land Uses**

The property is currently zoned residential (R-1), or 4-5 units per net acre. The property is adjacent to parcels that are also zoned R-1 or Medium-Density Residential (R-2). The property is currently forested and adjacent to the parcel where the landowner lives. No structures have been built on the desired land. The City may need to execute a boundary line adjustment to address the fact that a corner of the landowner’s home on the adjacent parcel spills over on to the 25-acre parcel.

The intention of the City of Bonney Lake is to preserve these 25 acres through acquisition of the property. The parcel encompasses a critical segment of the Fennel Creek Corridor. The property will be open to the public and preserved as open space with park, recreation, demonstration and educational uses—and allow for the development of a large segment of the proposed, master-planned Fennel Creek trail system.

**Description of Forest Type and Vegetative Cover**

The property has 90% tree canopy coverage that includes stands of evergreen forest including fir and cedar as well as deciduous growth such as alder and maple. The forest growth includes trees as many as 80 years old based on knowledge from the landowner that the property was last logged in the 1930s. The remaining 10% is meadow, creek, field and/or wetland. A 2009 Critical Areas Study and Mitigation Plan produced by Parametrix of Bellevue, WA for a neighboring parcel about 1 mile downstream produced the following list of vegetation along Fennel Creek:

Relationship of the Property to a Landscape Conservation Initiative

A key component of the Land Use Element of the City’s Comprehensive Plan is Conservation/Open Space. The Plan states:

“Open space enhances quality of life. This land use designation includes parks, important wildlife habitat, lands with severe environmental limitations, agricultural land, and forest lands such as the Washington State University (WSU) Conservation and Research Center. This designation includes steep slope areas along the western city limits and the Fennel Creek corridor, which performs important biological functions and connects a series of beautiful open spaces running through the heart of Bonney Lake.”

An important goal of this element is Goal 3-11, Conserve Open Space. In support of this goal, Policy 3-11c encourages “preservation of unique, undisturbed natural features that have significant ecological, scenic, or historic values. Fennel Creek has both significant ecological and scenic benefits to the City and surrounding community. The following paragraphs detail further how the Johnson Property supports the City’s Conservation/Open Space goals and policies.

First, consistent with the City’s Community Forestry Program Plan goal to “minimize loss of forest canopy cover on city-owned public lands” and “provide an example [to the public] through the highest standard of care and management for all publicly-owned trees,” preserving the 25-acre Johnson Property is a key element in maintaining the City’s 40% tree canopy percentage that it currently enjoys. The acquisition will help facilitate efforts to ensure net tree canopy is not lost due ongoing and anticipated development within City Limits and provide a site where the City can host restorative and educational experiences as part of its Annual Arbor Day and Park’s Appreciation Day event. The property could also be available to science classes throughout the school district as well as local scout troops.

Second, as indicated in Map 1 at Exhibit D, the 25-acre Johnson Property constitutes one of the largest swaths of forest remaining in the City. With its central location, keeping this parcel forested will play an important part in preserving the City’s scenic identity from stunning vantage points throughout the City.

Third, preservation of the Johnson Property is central to realizing the overall Fennel Creek Trail Master Plan. The Fennel Creek Trail will combine the benefits of public access and conservation by creating a trail system that meanders along forests and meadows that preserve the Fennel Creek Watershed. This land acquisition is also consistent with the goals of Pierce County’s Fennel Creek Corridor Master Plan (adopted in September 2005). The City expects construction of the first mile of the trail, downstream from the Johnson Property, to be out to bid by the end of 2012.

Finally, the preservation of the Johnson Property would further realize numerous other adopted environmental goals summarized as follows:
- Gov Gregoire’s Puget Sound Partnership for protection of Puget Sound waters and its tributaries by 2020. Fennel Creek is a main stem tributary to the Puyallup River that in turn flows into Commencement Bay.
- January 2007 Environmental Impact Statement for the City of Bonney Lake adopted Fennel Creek Trail Plan.
- 1999 Foster Wheeler Environmental Analysis of the Fennel Creek Corridor performed by the City of Bonney Lake for the purpose of identifying the environmental health of the Fennel Creek Corridor Watershed Complex. City, County, State, and Federal Agencies were consulted as part of this Environmental Assessment. The Johnson parcel is located in the Fennel Creek Corridor.
- Pierce County Mid-Puyallup Basin Plan—Pierce County Water Programs. Fennel Creek is the largest tributary in the mid-Puyallup basin and is classified as an F1 salmon stream.
- Pierce County Stream Team, the Pierce Conservation District has been an active participant in the restoration and stewardship of Fennel Creek Corridor Watershed Complex.
- Pierce County ForeverGreen Council—Fennel Creek Trail would connect with Pierce County trail system.
- Puyallup River Watershed Council—Preservation and protection of the Puyallup River and its tributaries and watershed.
- Cascade Land Conservancy—CLC has and continues to expend a tremendous amount of resources to conserve agricultural, critically sensitive, recreational and open space properties along Fennel Creek;
- Fennel Creek Preservation Group—a local citizen’s group for the protection and preservation of the Fennel Creek watershed; see www.fennelcreek.org.

**Description of Threats to Non-Forest Uses.**

As revealed by the map at Exhibit D, the parcel is virtually surrounded by ever-expanding development. Residential communities to the south continue to creep northward towards the Johnson Property. To the north, commercial growth along State Route 410 has been pushing southward.

One-half mile upstream, major restorative work was just completed along Fennel Creek along 20 acres of land purchased by the Washington State Department of Transportation (WSDOT). WSDOT’s mitigation, which was required for a SR 410 widening project, consisted of planting of 85,000 native trees, shrubs and emergent wetland plants as well as some grading to expand the wetland floodplain areas to repair these 20 acres that had been heavily damaged and altered from its original natural state. Acquisition of the Johnson Property will protect another key stretch of Fennel Creek and thereby prevent future need for restorative work by maintaining it in its current wild state.

**Information Regarding the Proposed Establishment of a Community Forest**

(description of the benefitting community, community involvement, persons and organizations that support the project)
Acquisition of the Johnson Property is consistent with the goals and objectives of the City’s Community Forestry Program, the Fennel Creek Trail Plan found in the City’s Comprehensive Plan as well as the Park Plan.

COMMUNITY FORESTRY PLAN
Acquisition of the Johnson Property would be a significant expansion of the City’s overall Community Forest. The City’s Community Forestry Program is summarized online at [http://www.ci.bonney-lake.wa.us/section_government/departments/community/community_forestry.shtml](http://www.ci.bonney-lake.wa.us/section_government/departments/community/community_forestry.shtml). The program is supported by the Community Forestry Plan, a street tree management plan, an urban tree canopy assessment report, Tree City USA status, and other components that encourage the planting and preservation of our urban trees and forests. The Community Forestry Plan is found at Exhibit F. A grant award under this program will prompt a revision of the City’s Community Forestry Plan by the Bonney Lake Tree Board. The Tree Board will solicit input from the citizens during this revision process. The final updated product will speak specifically to the Johnson Property and how it fits into the overall Community Forestry Plan.

COMMUNITY SUPPORT
Mayor Neil Johnson and the City Council unanimously support the Fennel Creek Trail Plan, which was adopted and incorporated into the City’s Comprehensive Plan. Land acquisition along Fennel Creek is a key element of implementing the plan. The Fennel Creek Preservation Group and the Park Board are two other organizations that support the preservation of lands along Fennel Creek. On May 22, 2012 the City Finance Committee and City Council unanimously motioned to apply for this grant in support of this acquisition.

Information regarding the Land Acquisition (budget, title search, minerals determination, appraisal, matching commitment letter, willingness of landowner to sell, timeline, any long term costs,

The landowner has been in discussions with the City and is willing to sell. Upon notification of grant award, the City will proceed with title search, appraisal, and purchase and sale agreement. Completion of transaction is to occur within 2 years of grant award. Budget information is provided at Exhibit B. Funds are currently available in the City’s Park CIP Fund to meet the City’s matching obligation.

EXHIBITS

- Exhibit A—Standard Form 424 Construction Programs (Application for Federal Assistance)
- Exhibit B—Standard Form 424c Construction Programs (Budget Information)
- Exhibit C—Standard Form 424d Construction Programs (Assurances of Compliance)
- Exhibit D—Map 1 (Vicinity Map)
- Exhibit E—Map 2 (Johnson Property Map)
- Exhibit F—Bonney Lake Community Forest Plan
**Application for Federal Assistance SF-424**

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<tr>
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<tr>
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<td>* Last Name:* Hartsell</td>
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**EXHIBIT A**

Agenda Packet p. 95 of 172
**Application for Federal Assistance SF-424**

9. **Type of Applicant 1: Select Applicant Type:**
   - [ ] City Government

10. **Name of Federal Agency:**
    - [ ] Dept of Agriculture, Forest Service

11. **Catalog of Federal Domestic Assistance Number:**
    - [ ] 10.689

12. **Funding Opportunity Number:**
    - [ ] CFP-FS-1002011

13. **Competition Identification Number:**
    - [ ] CFP-FS-1002011

14. **Areas Affected by Project (Cities, Counties, States, etc.):**
    - [ ] Bonney Lake, Pierce, Washington

15. **Descriptive Title of Applicant's Project:**
    - Land acquisition of forested property in connection with CFP.
**Application for Federal Assistance SF-424**

16. **Congressional Districts Of:**
   * a. Applicant: 8th
   * b. Program/Project: 8th

   Attach an additional list of Program/Project Congressional Districts if needed.

17. **Proposed Project:**
   * a. Start Date: 1-1-13
   * b. End Date: 12-31-14

18. **Estimated Funding ($):**
   * a. Federal: 220,000
   * b. Applicant: 220,000
   * c. State: 
   * d. Local: 
   * e. Other: 
   * f. Program Income: 
   * g. TOTAL: 440,000

19. **Is Application Subject to Review By State Under Executive Order 12372 Process?**
   - [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on N/A in WA.
   - [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   - [ ] c. Program is not covered by E.O. 12372.

20. **Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**
   - [ ] Yes
   - [ ] No

   If "Yes", provide explanation and attach

21. "By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

   ** I AGREE

   ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: 
Middle Name: 
* Last Name: Johnson
Suffix: Jr
* Title: Mayor
* Telephone Number: 253-862-8602
* Email: johnsonn@ci.bonney-lake.wa.us

* Signature of Authorized Representative: 
* Date Signed:
### BUDGET INFORMATION - Construction Programs

**NOTE:** Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

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<tr>
<td>10. Equipment</td>
<td>$</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>11. Miscellaneous</td>
<td>$</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>12. SUBTOTAL (sum of lines 1-11)</td>
<td>$440,000</td>
<td>$0.00</td>
<td>$440,000</td>
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<tr>
<td>13. Contingencies</td>
<td>$</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>14. SUBTOTAL</td>
<td>$440,000</td>
<td>$0.00</td>
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<tr>
<td>15. Project (program) income</td>
<td>$</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>16. TOTAL PROJECT COSTS (subtract #15 from #14)</td>
<td>$440,000</td>
<td>$0.00</td>
<td>$440,000</td>
</tr>
</tbody>
</table>

**FEDERAL FUNDING**

Enter eligible costs from line 16c Multiply × 50.00% $220,000.00
Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

* TITLE

* APPLICANT ORGANIZATION

* DATE SUBMITTED

SF-424D (Rev. 7-97) Back
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.

Proposed Johnson Park

- Fennel Creek
- Canopy - 90.31% coverage
- Impervious - 0.17% coverage
- Pervious - 9.52% coverage
- Johnson Parcel - 24.94 Acres
- City-Owned Property
- Tax Parcels

March 19, 2012

City of Bonney Lake
Application

for a

Forest Service, USDA
Community Forest & Open Space
Conservation Program Grant

For the

Washington State University (WSU)
Community Forestry
Property Acquisition
Located in the Former 152-acre WSU Demonstration Forest

Submitted by
Mayor Neil Johnson
City of Bonney Lake, WA

June 1, 2012

Total Request: $400,000
PROJECT DESCRIPTION

Objective
The City respectfully requests $400,000 in grant funds made available through the Forest Service/USDA’s Community Forest and Open Space Conservation Grant Program. These funds would constitute a 40% match to City funds to acquire 5 acres of forested land at a total estimated cost of $1,000,000 in the former Washington State University (WSU) Demonstration Forest in the City of Bonney Lake, WA.

Introduction
The City of Bonney Lake’s mission is “to protect the community’s livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.” The City, which is located 20 minutes east of Tacoma, has experienced staggering growth in the last ten years. In response to this growth and associated impact on the environment, the City Council initiated its Community Forestry Program in 2005— which includes a City-employed arborist. The City has since developed a Street Tree Management Plan, a Community Forestry Program Plan, established the supportive City ordinance, and in 2011 conducted its first ever urban tree canopy assessment study. For these efforts, the City has been recognized as a “Tree City USA” since 2005.

Funds made available through this Community Forest & Open Space Conservation Program Grant will allow for the acquisition of 5 forested acres in the heart of the City in what was previously the 152-acre WSU Demonstration Forest. Swaths of native evergreen forest of this size in the middle of an urban setting owned by a willing seller are hard to come by (see Exhibit D for this perspective). The acquisition will not only realize the goals of the grant program to establish community forests by protecting threatened forest land, but would likewise be an invaluable part of realizing the mission of the City to preserve its “scenic beauty through responsible growth planning.”

Documentation Verifying that the Applicant is an Eligible Entity
The City of Bonney Lake, Washington has government agency status. The City was incorporated on Feb 28, 1949 by Resolution No. 3116 of the Board of County Commissioners of Pierce County, Washington. A copy of the resolution and other related articles of incorporation are maintained on file at City Hall, 19306 Bonney Lake Blvd, Bonney Lake, WA 98391, 253-862-8602.

Description of the Property
The proposed 5-acre WSU Community Forest Property (see map at Exhibit E) would be created out of and acquired from the 152-acre former WSU demonstration forest. The demonstration forest was conveyed by Weyerhaeuser to WSU in a 1941 Donation Deed under which title would revert back to Weyerhaeuser when the property ceased to be used for 4-H and other forest demonstration activities. In the intervening 64 years, the area surrounding this property has been transformed in a highly urban area, presently leaving a large swath of forest in the center of the City’s commercial and retail center along State Route 410.
In 2004, WSU and Weyerhaeuser determined that the property would no longer be used as a demonstration forest. Both entities entered into a development agreement with the City of Bonney Lake, which stipulated a subsequent rezone of the property from Conservation/Open Space, to Commercial and High-Density Residential. Of the 152-acres, 47 acres were dedicated to the City for park and open space, leaving 98 highly-appraised acres of the original forest exposed to imminent development. The proposed WSU Community Forestry Property would add an additional 5 acres to the 47 acres previously dedicated to the City.

The proposed WSU Community Forestry Property is located in central Bonney Lake, Pierce County, Washington. The property is bordered on the south by South Prairie Road, and on the east by 214th Ave E—a major north/south thoroughfare through the City.

**Description of Current Land Uses**

The WSU Community Forestry Property is currently zoned High-Density Residential (R-3). The development agreement calls for a minimum average density of 10 units per net acre. The property is also adjacent to developed residential property that outside City limits. Under this proposal, 5 acres will be selected from among the forest area that contains the most community forest potential and avoids identified root rot areas. One potential area is currently depicted on WSU Property Map found at Exhibit E.

The intention of the City of Bonney Lake is to preserve these 5 acres through acquisition of the property. The parcel encompasses impressive stands of Douglas Fir and other evergreen species. The property will be open to the public and preserved as open space with park, recreation, demonstration and educational uses—and allow for components of the recreational trail planned and detailed in the development agreement to meander through this forested acreage.

**Description of Forest Type and Vegetative Cover**

A 2005 Critical Areas Report was completed by Taasaea Consultants, Inc. of Woodinville, WA on the entire 152 acre forest. The report indicated “the site is forested, predominantly with 60-foot plus Douglas fir trees. The understory of the property is fairly monotypic, composed primarily of sword fern, salal, and dull Oregongrape. A well developed mid-story of young trees and large shrubs are generally not present on the property.” The City’s urban tree canopy assessment study reports validates that the property has the minimum 75% tree canopy coverage. The forest growth includes trees as many as 70 years old, since the last major logging effort occurred in the 1940s. The remaining non-forested area is meadow, field and/or wetland.

**Relationship of the Property to a Landscape Conservation Initiative**

A key component of the Land Use Element of the City’s Comprehensive Plan is Conservation/Open Space. The Plan states:
“Open space enhances quality of life. This land use designation includes parks, important wildlife habitat, lands with severe environmental limitations, agricultural land, and forest lands such as the Washington State University (WSU) Conservation and Research Center. This designation includes steep slope areas along the western city limits and the Fennel Creek corridor, which performs important biological functions and connects a series of beautiful open spaces running through the heart of Bonney Lake.”

An important goal of this element is Goal 3-11, Conserve Open Space. In support of this goal, Policy 3-11c encourages “preservation of unique, undisturbed natural features that have significant ecological, scenic, or historic values. Fennel Creek has both significant ecological and scenic benefits to the City and surrounding community. The following paragraphs detail further how the Johnson Property supports the City’s Conservation/Open Space goals and policies.

First, consistent with the City’s Community Forestry Program Plan goal to “minimize loss of forest canopy cover on city-owned public lands” and “provide an example [to the public] through the highest standard of care and management for all publicly-owned trees,” preserving the 5-acre WSU Community Forestry Property is a key element in maintaining the City’s 40% tree canopy percentage that it currently enjoys. The acquisition will ensure net tree canopy is not lost due ongoing and anticipated development within City Limits and provide a site where the City can host restorative and educational experiences as part of its Annual Arbor Day and Park’s Appreciation Day event. Tree plantings would include species identified as resistant to root rot. This parcel would be a featured tree planting location to encourage development of a new mid-story of younger trees as was revealed missing in the previously mentioned Critical Areas Report. The property would also be available to science classes throughout the school district.

Second, as indicated in Map 1 at Exhibit D, the 5-acre WSU Property is among one of the largest swaths of forest remaining in the City. With its central location, keeping this parcel forested will play an important part in preserving the City’s scenic identity from stunning vantage points throughout the City.

Finally, preservation of the WSU Community Forestry Property will complement the City’s Non-Motorized Transportation Plan by providing forested cover to the planned walking path that will eventually follow the perimeter of the entire 152 acre tract. This section of the trail would then combine the benefits of public access and conservation by creating a portion of the trail system that meanders along forests and provides for up-close observation of a mid-story tree restoration process.

**Description of Threats to Non-Forest Uses.**

As revealed by the map at Exhibit D, the parcel is virtually surrounded by ever-expanding development. Further, the development agreement entered into with the City and WSU/Weyerhaeuser zoned the land proposed WSU Community Forestry Parcel as High-Density Residential (R-3). The development agreement calls for a minimum
average density of 10 units per net acre. Residential and retail development completely surrounds the entire former WSU demonstration forest. Development of this R-3 zone is imminent.

**Information Regarding the Proposed Establishment of a Community Forest**
(description of the benefitting community, community involvement, persons and organizations that support the project)

Acquisition of the WSU Community Forestry Property is consistent with the goals and objectives of the City’s Community Forestry Program, Non-Motorized Transportation Plan, the City’s Comprehensive Plan, and the Park Plan.

**COMMUNITY FORESTRY PLAN**
Acquisition of the WSU Community Forestry Property would be a key expansion of the City’s overall Community Forest. The City’s Community Forestry Program is summarized online at [http://www.ci.bonney-lake.wa.us/section_government/departments/community/community_forestry.shtml](http://www.ci.bonney-lake.wa.us/section_government/departments/community/community_forestry.shtml). The program is supported by the Community Forestry Plan, a street tree management plan, an urban tree canopy assessment report, Tree City USA status, and other components that encourage the planting and preservation of our urban trees and forests. The Community Forestry Plan is found at Exhibit F. A grant award under this program will prompt a revision of the City’s Community Forestry Plan by the Bonney Lake Tree Board. The Tree Board will solicit input from the citizens during this revision process. The final updated product will speak specifically to the WSU Property and how it fits into the overall Community Forestry Plan.

**COMMUNITY SUPPORT**
Mayor Neil Johnson and the City Council unanimously support the preservation of additional forestland on the former WSU demonstration forest site. The development agreement that they negotiated in 2009 ensured as much of the forest as possible would be dedicated to the City than previous proposed plans had envisioned. This acquisition would expand upon this effort. On May 22, 2012 the City Finance Committee and City Council unanimously motioned to apply for this grant in support of this acquisition.

**Information regarding the Land Acquisition** (budget, title search, minerals determination, appraisal, matching commitment letter, willingness of landowner to sell, timeline, any long term costs)

The landowner has been in discussions with the City and is willing to sell. Upon notification of grant award, the City will proceed with title search, appraisal, and purchase and sale agreement. Completion of transaction is to occur within 2 years of grant award. Budget information is provided at Exhibit B. Funds are currently available in the City’s Park CIP Fund to meet the City’s matching obligation.
EXHIBITS

Exhibit A—Standard Form 424 Construction Programs (Application for Federal Assistance)
Exhibit B—Standard Form 424c Construction Programs (Budget Information)
Exhibit C—Standard Form 424d Construction Programs (Assurances of Compliance)
Exhibit D—Map 1 (Vicinity Map)
Exhibit E—Map 2 (WSU Property Map)
Exhibit F—Bonney Lake Community Forest Plan
**Application for Federal Assistance SF-424**

<table>
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<tr>
<th><strong>1. Type of Submission:</strong></th>
<th><strong>2. Type of Application:</strong></th>
<th><strong>3. Date Received:</strong></th>
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<td>Application</td>
<td>Continuation</td>
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<tr>
<td>Changed/Corrected Application</td>
<td>Revision</td>
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</tbody>
</table>

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**a. Legal Name:** City of Bonney Lake, WA

**b. Employer/Taxpayer Identification Number (EIN/TIN):** 91-0753552

**c. Organizational DUNS:** 17-709-4588

**d. Address:**

- Street1: 19306 Bonney Lake Blvd
- City: Bonney Lake
- County/Parish: Pierce
- State: WA
- Province: USA: UNITED STATES
- Zip / Postal Code: 98391

**e. Organizational Unit:**

- Department Name: Executive
- Division Name: 

**f. Name and contact information of person to be contacted on matters involving this application:**

- Prefix: 
- First Name: Brian
- Middle Name: 
- Last Name: Hartsell
- Suffix: 

- Title: Executive Assistant

- Organizational Affiliation: City of Bonney Lake, WA

- Telephone Number: 253-447-3280 or 253-862-8602
- Fax Number: 253-862-8538

- Email: hartsellb@ci.bonney-lake.wa.us
Application for Federal Assistance SF-424

| 9. Type of Applicant 1: Select Applicant Type: | City Government |
| Type of Applicant 2: Select Applicant Type: |
| Type of Applicant 3: Select Applicant Type: |
| * Other (specify): |
| 10. Name of Federal Agency: | Dept of Agriculture, Forest Service |
| 11. Catalog of Federal Domestic Assistance Number: | 10.689 |
| CFDA Title: | Community Forest and Open Space Conservation Program (CFP) |
| * 12. Funding Opportunity Number: | CFP-FS-1002011 |
| * Title: | Community Forest and Open Space Conservation Program (CFP) |
| 13. Competition Identification Number: |
| Title: |
| 14. Areas Affected by Project (Cities, Counties, States, etc.): | Bonney Lake, Pierce, Washington |
| * 15. Descriptive Title of Applicant's Project: | Land acquisition of forested property in connection with CFP. |

Attach supporting documents as specified in agency instructions.
### Application for Federal Assistance SF-424

**16. Congressional Districts Of:**
- a. Applicant: 8th
- b. Program/Project: 8th

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**
- a. Start Date: 1-1-13
- b. End Date: 12-31-14

**18. Estimated Funding ($):**
- a. Federal: 400,000
- b. Applicant: 600,000
- c. State
- d. Local
- e. Other
- f. Program Income
- g. TOTAL: 1,000,000

**19. Is Application Subject to Review By State Under Executive Order 12372 Process?**
- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on N/A in WA.
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [ ] c. Program is not covered by E.O. 12372.

**20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**
- [ ] Yes
- [ ] No

If "Yes", provide explanation and attach

**21. **By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE**

- The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

### Authorized Representative:

- **Prefix:**
- **Middle Name:**
- **Last Name:** Johnson
- **Suffix:** Jr
- **Title:** Mayor

- **Telephone Number:** 253-862-8602
- **Fax Number:**

- **Email:** johnsonn@ci.bonney-lake.wa.us

- **Signature of Authorized Representative:**
- **Date Signed:**
### BUDGET INFORMATION - Construction Programs

**NOTE:** Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

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<th>b. Costs Not Allowable for Participation</th>
<th>c. Total Allowable Costs (Columns a-b)</th>
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<td>1. Administrative and legal expenses</td>
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<tr>
<td>2. Land, structures, rights-of-way, appraisals, etc.</td>
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<td>3. Relocation expenses and payments</td>
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<td>4. Architectural and engineering fees</td>
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<td>5. Other architectural and engineering fees</td>
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<td>6. Project inspection fees</td>
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<td>8. Demolition and removal</td>
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<td>9. Construction</td>
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8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
Community Forestry Program
City of Bonney Lake, Washington  
City Council Agenda Bill (AB)

**Department/Staff Contact:** Public Works / Marlyn Campbell  
**Meeting/Workshop Date:** 22 May 2012  
**Agenda Bill Number:** AB12-80  
**Agenda Item Type:** Motion  
**Ordinance/Resolution Number:**  
**Councilmember Sponsor:** Randy McKibbin

**Agenda Subject:** Accept VFD- Installation project 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 Vfd Installation Project.

**Administrative Recommendation:**

**Background Summary:** This project was funded by a Recovery Act and Puget Sound Energy Grant of $296,518 for 5 new energy efficient water pump motors and 5 variable frequency drives (VFDs) at our pump stations. The project consisted of three components 1) purchase and install of the pump motors 2) purchase of the VFDs, and 3) the installation of the VFDs. All three required a separate contractor/vendor. Two of the three required retainage to be held on contract.

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 (2) and 6 photos of project.

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Budget Explanation:** Release of Retainage Bond- PumTech Inc= $5,464.21  
Laser Electric Inc= $3,269.92

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development  
**Date:** 15 May 2012  
**Approvals:**  
Chair/Councilmember: Randy McKibbin  
Councilmember: James Rackley  
Councilmember: Dan Swatman

**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:**  
**Mayor:**  
**Date Reviewed:**
# PUBLIC WORKS - PROJECT COMPLETION REPORT

**Project Title:**  
VFD Installation

**Project Financing Summary:**

<table>
<thead>
<tr>
<th>Project Revenue Sources:</th>
<th></th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Budget Authorized by City Council:</td>
<td>$300,000</td>
<td></td>
</tr>
<tr>
<td>Energy Efficient Grant</td>
<td>296,518</td>
<td></td>
</tr>
<tr>
<td>City Fund Source(s):</td>
<td>Water Fund</td>
<td>3,482</td>
</tr>
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</table>

**Total Project Budget Utilized=**  
$336,051

**Project Expenditures:**

<table>
<thead>
<tr>
<th>Study</th>
<th>Design</th>
<th>Total Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>$44,739</td>
<td>$291,312</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Contract Award Amount</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Bid/Contract=</td>
<td>$294,425</td>
</tr>
<tr>
<td>Contingency- 10%=</td>
<td>$19,782</td>
</tr>
<tr>
<td>Field Engineering Services- 5% =</td>
<td>3,424</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Project Cost =</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$336,051</td>
<td></td>
</tr>
</tbody>
</table>

**Total Budget for construction=**  
$314,207

**Actual**  
Under Budget=  
$22,895

**Planning**

<table>
<thead>
<tr>
<th>Comprehensive Facilities Plan Approved by City Council:</th>
<th>12/14/2010</th>
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<tbody>
<tr>
<td>Study Required:</td>
<td>N/A</td>
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<tr>
<td>FY Funding in Budget:</td>
<td>N/A</td>
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<tr>
<td>Study Contract NTP Date:</td>
<td>N/A</td>
</tr>
<tr>
<td>Study Contract Completion Date:</td>
<td>N/A</td>
</tr>
<tr>
<td>Change Order Summary:</td>
<td></td>
</tr>
</tbody>
</table>

**Design**

<table>
<thead>
<tr>
<th>Date RFP Issued</th>
<th>4/13/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Contract Award Date:</td>
<td>5/24/2011</td>
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<tr>
<td>Design Contract Completion Date:</td>
<td>10/14/2011</td>
</tr>
<tr>
<td>Design Consultant(s):</td>
<td>Parametrix</td>
</tr>
</tbody>
</table>

**Scope of Work Changes:**

| 1 | none |

**Design Actual Total =**  
$44,739

---

*Agenda Packet p. 121 of 172*
## Construction

### VFD Motor & Installation
- **Date of Advertisement:** RFQ 7/15/2011
- **Bid Opening Date:** 8/2/2011
- **Low Responsive/Responsible Bid:** $124,912 / $119,447
- **Contract Award Date:** 8/9/2011
- **Contract Completion Date:** 3/30/2012

### VFD
- **Date of Advertisement:** RFQ 7/29/2011
- **Bid Opening Date:** 8/12/2011
- **Low Responsive/Responsible Bid:** $96,610 / $96,610
- **Contract Award Date:** 8/23/2011
- **Contract Completion Date:** 2/10/2012

### VFD Installation
- **Date of Advertisement:** RFQ 10/6/2011
- **Bid Opening Date:** 11/10/2011
- **Low Responsive/Responsible Bid:** $72,903 / $72,903
- **Contract Award Date:** 12/13/2011
- **Contract Completion Date:** 3/30/2012

### Change Order Summary:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Credit - not install of new 350A breaker- replace exist overloads</td>
<td>2/1/2012</td>
<td>-$3,509.00</td>
</tr>
<tr>
<td>2</td>
<td>Credit- EMT vs GRC at Grainger Springs</td>
<td>2/1/2012</td>
<td>-$194.29</td>
</tr>
<tr>
<td>3</td>
<td>Credit- EMT vs GRC at Tacoma Point #5</td>
<td>1/1/2012</td>
<td>-$601.16</td>
</tr>
<tr>
<td>4</td>
<td>Credit- EMT vs GRC at Tacoma Point #4</td>
<td>2/1/2012</td>
<td>-$511.77</td>
</tr>
<tr>
<td>5</td>
<td>Reefed receptacle circuit home run at Tac Point #6</td>
<td>2/1/2012</td>
<td>$659.49</td>
</tr>
<tr>
<td>6</td>
<td>Add 4ft vapor tight fluorescent of illumination, add to exist circuit</td>
<td>2/6/2012</td>
<td>$287.23</td>
</tr>
<tr>
<td>7</td>
<td>Additional labor at Grainger, Tac Point, Victor Falls</td>
<td>3/20/2012</td>
<td>$2,567.86</td>
</tr>
</tbody>
</table>

**wwst @ 9.3%**

**Total:** -$1,422.69

### Other Construction
- **Advertisement**
- **Misc supplies**
- **Field Engineering Services**

**Construction Actual Total =** $291,512

**Total Project Cost =** $336,251

---

**PW Infrastructure Addition(s):**

See attached Bill of Sale form
CITY OF BONNEY LAKE, PIERCE COUNTY

BILL OF SALE

VFD Installation Grant Project

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) City of Bonney Lake 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 Water Utility Improvements and all appurtenances thereto, situated in Pierce County, Washington:

WATER UTILITY IMPROVEMENTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grainger Springs Pump Station - VFD and Motor Upgrade</td>
<td>1</td>
<td>EA</td>
<td>$55,044.00</td>
</tr>
<tr>
<td>Tacoma Point Pump Station - VFD and Motor Upgrade</td>
<td>1</td>
<td>EA</td>
<td>$127,381.00</td>
</tr>
<tr>
<td>Victor Falls Pump Station - VFD and Motor Upgrade</td>
<td>1</td>
<td>EA</td>
<td>$106,104.00</td>
</tr>
</tbody>
</table>
CITY OF BONNEY LAKE, PIERCE COUNTY

BILL OF SALE (page 2)

VFD Installation Grant Project

Cost Analysis

Provision of detailed costs (including labor and materials) are broken down into the facilities that were installed in each category of work listed below:

Water Improvements: $288,529.00

Total Improvements $288,529.00

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 present this

____ day of ____________, [YEAR].

"[ENTER DEVELOPER'S NAME]" Partner

(Individual Acknowledgement)

STATE OF WASHINGTON )
COUNTY OF PIERCE ) ss.

On this _______ day of ____________, 2001, before me known to be the individual(s) who executed the within and foregoing instrument and acknowledged that he/she signed and sealed the same as _________ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year in this certificate above written.

________________________________________

Notary Public in and for the State of Washington
residing at:
NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 600 622 783
Date: 17-Apr-12

<table>
<thead>
<tr>
<th>Name &amp; Address of Public Agency</th>
<th>Department Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bonney Lake</td>
<td></td>
</tr>
<tr>
<td>8720 Main Street East</td>
<td></td>
</tr>
<tr>
<td>Bonney Lake, WA 98391</td>
<td></td>
</tr>
<tr>
<td>UBI Number: 277000893</td>
<td>Assigned to:</td>
</tr>
<tr>
<td></td>
<td>Date Assigned:</td>
</tr>
</tbody>
</table>

Notice is hereby given relative to the completion of contract or project described below

Project Name
VFD- Motor Installation

Description of Work Done/Include Jobsite Address(es)
Installation of 5 new energy efficient water pump motors for 5 new Variable Frequency drives at the City's Water Pump Stations.

Contractor's Name
PumpTech Inc.

Contractor Address
12020 SE 32nd St., Suite 2 Bellevue, WA 98005

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

Surety Agent's Address

<table>
<thead>
<tr>
<th>Date Contract Awarded</th>
<th>Date Work Commenced</th>
<th>Date Work Completed</th>
<th>Date Work Accepted</th>
</tr>
</thead>
</table>

Subcontractor's Name: UBI Number: Affidavit ID (if known):
N/A

**Date of Notice:** 8/9/2011

**Date of Completion:** 3/30/2012

**Date of Acceptance:** Council action scheduled-5/8/12

**Job Order Contracting:** Yes

**Liquidated Damages:**

**Amount Disbursed:** 113,983.20

**Amount Retained:** 5,464.21

**Liquidated Damages:** $5,464.21

**Date Contract Awarded:** 8/9/2011

**Date Work Accepted:** Council action scheduled-5/8/12

**Amount of Sales Tax Paid at 9.300%:** $10,163.41

**TOTAL:** $119,447.41

**TOTAL:** $119,447.41

**NOTE: These two totals must be equal**
Please List all Subcontractors Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number</th>
<th>Affidavit ID (if known)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Comments:

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

Note: The Disbursing Officer must submit this 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.

Agenda Packet p. 126 of 172
**NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT**

Contractor's UBI Number: 602 446 320

Date: 5/9/2012

<table>
<thead>
<tr>
<th>Name &amp; Address of Public Agency</th>
<th>Department Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bonney Lake</td>
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<td>Bonney Lake, WA 98391</td>
<td></td>
</tr>
<tr>
<td>UBI Number: 277000893</td>
<td></td>
</tr>
</tbody>
</table>

Notice is hereby given relative to the completion of contract or project described below

**Project Name**: VFD- Installation

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

Installation of 5 new energy efficient water pump motors for 5 new Variable Frequency drives at the City's Water Pump Stations.

**Contractor's Name**: Laser Electric Inc

**Telephone Number**: 253-535-1900

**Contractor Address**: 9523 19th Avenue East, Tacoma, WA 98445-5557

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

**Surety Agent's Address**

<table>
<thead>
<tr>
<th>Date Contract Awarded</th>
<th>Date Work Commenced</th>
<th>Date Work Completed</th>
<th>Date Work Accepted</th>
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</thead>
<tbody>
<tr>
<td>12/13/2011</td>
<td>1/7/2012</td>
<td>3/30/2012</td>
<td>Council action scheduled-5/8/12</td>
</tr>
</tbody>
</table>

- **Contract Amount**: $66,700.00
- **Additions (+)**: $1,301.64
- **Reductions (-)**: $1,301.64
- **Sub-Total**: $65,398.36

**Liquidated Damages**: $68,210.49

**Amount Disbursed**: $68,210.49

**Amount Retained**: $3,269.92

**Amount of Sales Tax Paid at 9.300%**

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>$66,700.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additions (+)</td>
<td>$1,301.64</td>
</tr>
<tr>
<td>Reductions (-)</td>
<td>$1,301.64</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$65,398.36</td>
</tr>
</tbody>
</table>

**TOTAL**: $60,820.05

**TOTAL**

<table>
<thead>
<tr>
<th>Subtotal</th>
<th>$71,480.41</th>
</tr>
</thead>
</table>

NOTE: These two totals must be equal

**Please List all Subcontractors Below**:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number</th>
<th>Affidavit ID (if known)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laser Construction, LLC</td>
<td>603159000</td>
<td></td>
</tr>
</tbody>
</table>
Please List all Subcontractors Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number</th>
<th>Affidavit ID (if known)</th>
</tr>
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</tbody>
</table>

Comments:

REVISED completion report- 5/9/12

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

Note: The Disbursing Officer must submit this 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.
City of Bonney Lake, Washington  
City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works / Marlyn Campbell</td>
<td>22 May 2012</td>
<td>AB12-81</td>
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<table>
<thead>
<tr>
<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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</thead>
<tbody>
<tr>
<td>Motion</td>
<td></td>
<td>Randy McKibbin</td>
</tr>
</tbody>
</table>

**Agenda Subject:** Accept 80th & 82nd Street Sidewalks & Waterline Improvements with Les Russell Construction 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 80th &B 82nd St Sidewalks And Waterline Project With Les Russell Construction LLC.

**Administrative Recommendation:**

**Background Summary:** Resolution 2130 dated June 28, 2011 awarded the construction contract to Les Russell Construction LLC for the 80th & 82nd Street Sidewalks and Waterline Improvements project. A portion of this project was funded by the Sumner School District in the amount of $215,000 received for the sidewalk portion. The work consisted of installing sidewalk improvements, minor road widening, and storm drainage improvements for the existing 80th Street E and 82nd Street E corridors; adjusting associated City-owned utilities; and installing a new waterline and service connection.

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**

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
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</tbody>
</table>

**Budget Explanation:** Release of Retainage Bond- $15,563.61

**COMMITTEE, BOARD & COMMISSION REVIEW**

<table>
<thead>
<tr>
<th>Council Committee Review:</th>
<th>Community Development</th>
<th>Approvals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: 15 May 2012</td>
<td></td>
<td>Chair/Councilmember Randy McKibbin</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Councilmember James Rackley</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Councilmember Katrina Minton-Davis</td>
</tr>
</tbody>
</table>

**Forward to:**

**Consent Agenda:** Yes [ ] No [x]  

**COMMISSION/BOARD REVIEW:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

<table>
<thead>
<tr>
<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
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<td>APPROVALS</td>
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<td>Director:</td>
<td>Mayor:</td>
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*Agenda Packet p. 132 of 172*
PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: 80th & 82nd Street Sidewalks and Waterline

Project Financing Summary:

Project Revenue Sources:

Budget Authorized by City Council: $395,770

City Fund Source(s):
- Sumner School District 215,000
- Street CIP 90,000
- Water Fund 90,770

Total Project Budget Utilized = $378,537

Project Expenditures:

- Study = N/A
- Design = $61,078
- Total Construction = $317,460

Engineer's Estimate = $386,257

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<tr>
<th>Item</th>
<th>Contract Award Amount</th>
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<tr>
<td>Contingency-10%</td>
<td>$32,652</td>
<td>23,328</td>
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<tr>
<td>Field Engineering Services-5%</td>
<td>$16,326</td>
<td>1,046</td>
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<tr>
<td>Total</td>
<td>$375,493</td>
<td>317,460</td>
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Total Project Cost = $378,537

Total Budget for construction = $375,493
Actual Under Budget = -$58,033

Viking Park Parking Lot on 82nd Street

Viking Parking %

<table>
<thead>
<tr>
<th>No.</th>
<th>Units</th>
<th>SCHEDULE As 80th &amp; 82nd St. Sidewalk Improvements</th>
<th>Less Russell Construction</th>
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<tbody>
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<td>Qty</td>
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<td>13</td>
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Total Cost - Design and Construction = $88,911.60
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<td>Study Required:</td>
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<td>Scope of Work Changes:</td>
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<tr>
<td>2</td>
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<td>Change Order Summary:</td>
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<table>
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<th>Construction</th>
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<tbody>
<tr>
<td>Date of Advertisement:</td>
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<tr>
<td>Bid Opening Date:</td>
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<tr>
<td>Engineer's Estimate:</td>
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<tr>
<td>Low Responsive/Responsible Bid:</td>
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<tr>
<td>$293,086</td>
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<tr>
<td>Contract Award Date:</td>
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<td>Contract Completion Date:</td>
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<tr>
<td>Scope of Work Changes:</td>
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<tr>
<td>1</td>
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<tr>
<td>Change Order Summary:</td>
</tr>
<tr>
<td>1  Installation block retaining walls not in original plans</td>
</tr>
<tr>
<td>2  Relocating asphalt path- pead gravel backfill</td>
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<tr>
<td>3  Extra pavement grinding- intersection, Locust Ave &amp; 80th St E</td>
</tr>
<tr>
<td>4  new hydrant and water connection</td>
</tr>
<tr>
<td>$5,675</td>
</tr>
<tr>
<td>$3,280</td>
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<tr>
<td>$8,396</td>
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<td>$5,978</td>
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<td>$23,328</td>
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<td>Other Construction</td>
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<tr>
<td>Civil Permit</td>
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<tr>
<td>Advertising</td>
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<td>Water testing</td>
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<td>Field Engineering Services</td>
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<tr>
<td>Construction</td>
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<tr>
<td>Actual Total =</td>
</tr>
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Total Project Cost= $378,538

PW Infrastructure Addition(s): See attached Bill of Sale form
CITY OF BONNEY LAKE, PIERCE COUNTY

BILL OF SALE

80TH Street E & 82ND Street E Sidewalk Improvements

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) City of Bonney Lake 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 Storm Drainage, Water System and Street Improvements and all appurtenances thereto, situated in Pierce County, Washington:

STREET IMPROVEMENTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Conc. Traffic Curb and Gutter</td>
<td>940</td>
<td>LF</td>
<td>$11,280.00</td>
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<tr>
<td>Cement Conc. Driveway</td>
<td>33</td>
<td>SY</td>
<td>$1,151.50</td>
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<tr>
<td>Cement Conc. Sidewalk</td>
<td>438</td>
<td>SY</td>
<td>$9,636.00</td>
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<tr>
<td>Cement Conc. Sidewalk Ramp Type Parallel A</td>
<td>4</td>
<td>EA</td>
<td>$3,200.00</td>
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<tr>
<td>Block Walls</td>
<td>177.2</td>
<td>SF</td>
<td>$5,675.00</td>
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</table>

STORM SYSTEM IMPROVEMENTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Drainage Water Retention Structure</td>
<td>1</td>
<td>Each</td>
<td>$58,000.00</td>
</tr>
<tr>
<td>Storm Sewer Pipe 12 In. Diam. (PVC)</td>
<td>175</td>
<td>LF</td>
<td>$5,775.00</td>
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<tr>
<td>Storm Sewer Pipe 12 In. Diam. (Ductile Iron)</td>
<td>40</td>
<td>LF</td>
<td>$2,080.00</td>
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<tr>
<td>Catch Basin Type 1</td>
<td>4</td>
<td>Each</td>
<td>$3,000.00</td>
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<tr>
<td>Catch Basin Type 2 – 48 In. Diam.</td>
<td>1</td>
<td>Each</td>
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<tr>
<td>Adjust Manhole</td>
<td>2</td>
<td>Each</td>
<td>$520.00</td>
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WATER SYSTEM IMPROVEMENTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
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<tr>
<td>Class 50 Ductile Iron Water Main 8 In. Diam.</td>
<td>310</td>
<td>LF</td>
<td>$12,875.54.00</td>
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<tr>
<td>Air and Vacuum Release Valve 2 In. Diam</td>
<td>1</td>
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<td>$3,606.90</td>
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<tr>
<td>Hydrant (Remove old hydrant replace with new)</td>
<td>1</td>
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<td>$8,601.18</td>
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<td>Water Service Connection</td>
<td>2</td>
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CITY OF BONNEY LAKE, PIERCE COUNTY

BILL OF SALE (page 2)

80TH Street E & 82ND Street E Sidewalk Improvements

Cost Analysis

Provision of detailed costs (including labor and materials) are broken down into the facilities that were installed in each category of work listed below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
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<tr>
<td>Street Improvements</td>
<td>$181,828.37</td>
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<tr>
<td>Storm System Improvements</td>
<td>$ 74,154.75</td>
</tr>
<tr>
<td>Water System Improvements (includes 9.3% WSST)</td>
<td>$ 60,430.98</td>
</tr>
</tbody>
</table>

Total Improvements: $316,414.10

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 present this

18th day of April, 2012. ________________________ City of Bonney Lake Partner

(Individual Acknowledgement)

STATE OF WASHINGTON    )
COUNTY OF PIERCE      ) ss.

On this ______ day of ____________, 2001, before me known to be the individual(s) who executed the within and foregoing instrument and acknowledged that he/she signed and sealed the same as _________ free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal the day and year in this certificate above written.

_________________________
Notary Public in and for the State of Washington
residing at:
### SCHEDULE A - 80th & 82nd St. E. Sidewalk Improvements

#### Contractor:
Los Russell Construction, LLC
19310 Orting Kapowsin Hwy E.

#### Project:
The 80th & 82nd St. E. Sidewalk Improvement

#### ID:
LESURU02Q7T

#### Request for Payment:
Capital Improvement Project

#### RFP Number:
FOUR (4)

#### Pay Period:
Oct. 1 - 14, 2011

#### For Weeks:
13 - 14

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<table>
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<th>No.</th>
<th>Units</th>
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<th>Contractor Bid</th>
<th>Previously Approved</th>
<th>This Request</th>
<th>Total To Date</th>
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<td>$ 1,000.00</td>
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<td>TN</td>
<td>Crushed Surfacing Top Course</td>
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<td>$ 30.00</td>
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<td>Concrete Class EA</td>
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<td>26</td>
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<td>$ 28.00</td>
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<td>28</td>
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<td>30</td>
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<td>Catch Basin Type 1</td>
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<td>31</td>
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<td>Adjust Manhole</td>
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<td>$ 28.00</td>
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<td>LS</td>
<td>Resilient/Water Pollution Control</td>
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<td>CY</td>
<td>Top Soil Type A</td>
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<td>Seed Installation</td>
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<td>37</td>
<td>CY</td>
<td>Bank or Wooden Chip</td>
<td>1 $ 28.00</td>
<td>$ 28.00</td>
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<td>$ 28.00</td>
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<tr>
<td>38</td>
<td>LF</td>
<td>Concrete Cover, Traffic Gravel and Grate</td>
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<td>$ 28.00</td>
<td>$ 28.00</td>
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<tr>
<td>39</td>
<td>SY</td>
<td>Concrete Cover, Driveway</td>
<td>1 $ 28.00</td>
<td>$ 28.00</td>
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<tr>
<td>40</td>
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<td>Chute Leak Repair</td>
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<td>41</td>
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<td>Trench Guts, Concrete, and Pull Fence for Chain Link Fence</td>
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<td>43</td>
<td>SY</td>
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<td>44</td>
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<td>Concrete Cover, Sidewalk Radial Type Parallel A</td>
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<td>47</td>
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<td>48</td>
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<td>49</td>
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**Total Cost Schedule A**

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<tr>
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<td>$ 266,018.00</td>
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**Total Cost Schedule B**

<table>
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<td></td>
<td>$ 236,604.68</td>
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</table>

**Total Cost: $ 502,622.68**
REQUEST FOR PAYMENT SUMMARY

We hereby certify that the above is a true statement of account of the above contract to date and hereby release the owner from any claims for materials or labor furnished or expense incurred to date which is not included in Request for Payment to date, except for single units of construction fully or partially uncompleted for which no Request for Payment has been made. I also certify that Les Russell Construction, LLC has paid prevailing wages to all employees employed on this project in accordance with RCW 39.12.

Contractor: Les Russell Construction, LLC

Payment Accepted: 4-18-12

Date:
### NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 601 0861 428

**Date:** 5/4/2012

<table>
<thead>
<tr>
<th>Name &amp; Address of Public Agency</th>
<th>Department Use Only</th>
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<tbody>
<tr>
<td>City of Bonney Lake</td>
<td>Assigned to:</td>
</tr>
<tr>
<td>8720 Main Street East</td>
<td>Date Assigned:</td>
</tr>
<tr>
<td>Bonney Lake, WA 98391</td>
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<tr>
<td>UBI Number: 277000893</td>
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**Notice is hereby given relative to the completion of contract or project described below**

**Project Name:**
80th & 82nd Street Sidewalks & Wateline

**Description of Work Done/Include Jobsite Address(es):**
Installing sidewalk improvements, minor road widening, and storm drainage improvements for the existing 80th Street E and 82nd Street E corridors; adjusting associated City-owned utilities; and installing a new waterline and service connection.

**Contractor's Name:**
Les Russell Construction LLC

**Contractor Address:**
19310 Orting Kapowsin Hwy E
Orting, WA 98360

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

**Surety Agent's Address:**

**Date Contract Awarded:** 6/28/2011

<table>
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<th>Date Work Commenced</th>
<th>Date Work Completed</th>
<th>Date Work Accepted</th>
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- **Contract Amount**: $321,368.00
- **Additions ( + )**: $22,819.77
- **Reductions ( - )**: $32,915.56
- **Sub-Total**: $311,272.21
- **Amount of Sales Tax Paid at 9.300%**: $5,141.89

**Liquidated Damages**: $0

**Amount Disbursed**: $300,850.49

**Amount Retained**: $15,563.61

**TOTAL**: $316,414.10

**NOTE: These two totals must be equal**

**Please List all Subcontractors Below:**

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number</th>
<th>Affidavit ID (if known)</th>
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<tr>
<td>Countour Engineering LLC</td>
<td>602644605</td>
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<tr>
<td>Lakeridge Paving Co. LLC</td>
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<td>Stripe Rite Inc</td>
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<td>Concrete Services Inc.</td>
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<td>Coatney Fence Inc</td>
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</table>
Please List all Subcontractors Below:

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<thead>
<tr>
<th>Subcontractor's Name:</th>
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<th>Affidavit ID (if known)</th>
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</table>

Comments:

$255,983.12 of the contract paid is not subject to Taxes.

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

Note: The Disbursing Officer must submit this 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.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact:
PW / John Woodcock

Meeting/Workshop Date:
22 May 2012

Agenda Bill Number:
AB12-83

Agenda Item Type:
Resolution

Ordinance/Resolution Number:
2210

Councilmember Sponsor:
James Rackley

Agenda Subject: Authorize Professional Service Agreement to Parametrix Consultants for the Design of the SR 410 Eastown Sewer Crossing at 226th Avenue East.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize The Professional Service Agreement To Parametrix Consultants For The Design Of The SR 410 Eastown Sewer Crossing At 226th Avenue East.

Administrative Recommendation:

Background Summary: The Public Works Department has completed the sewer design for the Eastown sewer system as laid out for the Eastown utility latecomer's agreement (ULA) with the exception of the SR 410 crossing at 226th Avenue East. This design effort will complete the portion of the Eastown sewer expansion that will be covered under the proposed ULA and will facilitate the expansion of the Eastown sewer conveyance system. This effort will include preparing plans and contract documents in accordance with City of Bonney Lake and WSDOT design guidelines for public bid.

Attachments: Resolution 2210, PSA Agreement; Map

BUDGET INFORMATION

<table>
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<tr>
<th>Budget Amount</th>
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<th>Required Expenditure</th>
<th>Budget Balance</th>
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<tr>
<td>$120,000</td>
<td>$120,000</td>
<td>$10,708.39</td>
<td>$109,291.61</td>
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Budget Explanation: 402.027.035.594.35.63.05 Eastown SR 410 & 226th Xing

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development

Date: 15 May 2012

Approvals:

Chair/Councilmember Randy McKibbin
Councilmember James Rackley
Councilmember Dan Swatman

Consent Agenda: Yes No

Forward to: 

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):
RESOLUTION NO. 2210

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZES PROFESSIONAL SERVICE AGREEMENT TO PARAMETRIX CONSULTANTS FOR THE DESIGN OF THE SR 410 SEWER CROSSING AT 226TH AVENUE EAST.

Whereas, the City has approved the 2011 – 2012 budget approving the SR 410 - 226th Avenue East Sewer Crossing design and construction effort and;

Whereas, the City approved on October 18th, 2011 by Resolution 2165 a non-binding memorandum of understanding between the Eastown Sewer Development Association, LLC and the City specifying the conditions of the future utility latecomers agreement that would include the SR 410 – 226th Avenue East Sewer Crossing; and

Whereas, the City has identified several parcels south of SR 410 to be part of the Eastown Sewer Latecomers Agreement; and

Whereas, this sanitary sewer link would provide those southern parcels their connection to the Eastown Sewer system; 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 Consultants in the amount of $10,708.39 to provide this design service.

PASSED by the City Council this 22nd day of May 2012.

_______________________________
Neil Johnson Jr., Mayor

ATTEST:

_______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

_______________________________
James Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT
SR 410 Eastown Sewer Crossing

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 ("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 incidental expenses 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

By: ____________________________
    Neil Johnson Jr., Mayor

CONSULTANT

By: ____________________________

Attachments:

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

The Consultant shall perform the following services as directed by the City:
EXHIBIT A – SCOPE OF WORK

City of Bonney Lake
SR 410 Eastown Sewer Crossing

PROJECT OVERVIEW

The City of Bonney Lake wishes to construct a sewer crossing under SR 410 to facilitate the expansion of the Eastown sewer conveyance system. The project will include preparing plans and contract documents in accordance with City of Bonney Lake and WSDOT design guidelines for public bid.

SCHEDULE

The project is anticipated to take no more than 3 months to complete. Work will begin immediately upon receiving the notice to proceed from the City.

PHASE 01 - DESIGN

Task 01 – Project Management and QA/QC

Goal: To provide the tools for continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by the City.

Assumptions

- A 3-month project schedule is assumed.

Deliverables

- Miscellaneous correspondence to document project management.
- Monthly Progress Reports and invoices.
- Project meeting agendas and notes as applicable.

Task 02 – Plans, Specifications, and Estimate

Goal: To design and prepare plans, specifications and an Engineer’s Opinion of Probable Cost for advertisement and award of a public works contract.

Approach

The final plans are assumed to include the following sheets:

- Location/Vicinity Map Sheet (1 Sheet).
- General Notes (1 Sheet).
- Plan and Profile Sheet (1 Sheet).
- Details (1 Sheet).
**Assumptions**

- Plans will be prepared in AutoCAD format and will be designed in accordance with the 2008 City of Bonney Lake Development Policies and Public Works Design Standards.
- Bonney Lake will provide a base map and project design information necessary to complete the work including sewer manhole locations and invert elevations.
- The sewer will be jacked and bored under SR 410. An open-cut trench across SR 410 will not be allowed.
- The City will administer the project during the ad and award phase.

**Deliverables**

- Three sets of half-size (11 inches by 17 inches) 90% plans, contract documents, and engineer’s estimate.
- Two sets of full-size (22 inches by 34 inches) final plans on bond.
- Five sets of half-size (11 inches by 17 inches) final plans, contract documents, and engineer’s estimate.
- An electronic copy of the Engineer’s Opinion of Probable Cost in Microsoft Excel format.
- Electronic copy of all final deliverables will be made available to the City at project closeout.

**Task 03 – WSDOT Utility Permit**

*Goal:* To obtain a utility permit from WSDOT for the sewer crossing.

*Approach*

Parametrix will complete a utility permit application and submit to WSDOT. Parametrix will prepare for and attend up to one meeting with WSDOT and City staff regarding the project.

**Assumptions**

- There will be one meeting with WSDOT, and it will be limited to 3 hours including preparation and travel time.
- Only one submittal will be necessary.

**Deliverables**

- Completed Utility Permit Application.
Client: City of Bonney Lake  
Project: SR 410 Eastown Sewer Crossing

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<th>Task</th>
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<td>02</td>
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<td>03</td>
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<td>WSDOT Utility Permit</td>
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| Labor Totals: | $10,323.39 | 80 | 7 | 27 | 7 | 3 | 36 |

**DIRECT EXPENSES:**

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<tr>
<td>B &amp; W 11 x 17</td>
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<td>Plotter Bond</td>
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Expense Total: $385.00

Project Total: $10,708.39
EXHIBIT B: RATES

The Parametrix Category Billing Rates schedule is attached.
## Parametrix Category Billing Rates - April 15, 2011 through September 30, 2012

<table>
<thead>
<tr>
<th>Classification</th>
<th>Grade</th>
<th>Rate for Billing</th>
<th>Classification</th>
<th>Grade</th>
<th>Rate for Billing</th>
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<tbody>
<tr>
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<td>$70</td>
<td>Jr. Planner</td>
<td>8/9</td>
<td>$75</td>
</tr>
<tr>
<td>CADD Operator II</td>
<td>9/10</td>
<td>$85</td>
<td>Planner I</td>
<td>10</td>
<td>$90</td>
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<tr>
<td>CADD Operator III</td>
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<td>Planner II</td>
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<td>$100</td>
</tr>
<tr>
<td>CADD Tech Lead</td>
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<td>Planner III</td>
<td>12/13</td>
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</tr>
<tr>
<td>CADD Supervisor</td>
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<tr>
<td>CADD Services Manager</td>
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<td>Sr. Planner</td>
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<tr>
<td>Designer I</td>
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<td>$100</td>
<td>Jt. Scientist/Biologist</td>
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<td>$75</td>
</tr>
<tr>
<td>Designer II</td>
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<td>$105</td>
<td>Scientist/Biologist II</td>
<td>10</td>
<td>$95</td>
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<tr>
<td>Designer III</td>
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<td>Scientist/Biologist III</td>
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<td>$110</td>
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<tr>
<td>Designer IV</td>
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</tr>
<tr>
<td>Sr. Designer</td>
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<td>Scientist/Biologist IV</td>
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<tr>
<td>Sr. Designer</td>
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<td>Scientist/Biologist IV</td>
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<tr>
<td>Engineering Technician I</td>
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<td>Environmental Technician I</td>
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<tr>
<td>Engineering Technician II</td>
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<tr>
<td>Engineer I</td>
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<td>$115</td>
<td>Toxicianologist I</td>
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<td>Engineer IV</td>
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<tr>
<td>Sr. Engineer</td>
<td>15</td>
<td>$150</td>
<td>Toxicianologist III</td>
<td>12/13</td>
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<tr>
<td>Sr. Engineer</td>
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<td>$170</td>
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<tr>
<td>Surveyor I</td>
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<td>$70</td>
<td>Hydrogeologist I</td>
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<td>Surveyor II</td>
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<td></td>
<td></td>
<td></td>
<td>Sr. Admin Assistant</td>
<td>8</td>
<td>$70</td>
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<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td>$95</td>
</tr>
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<td></td>
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<td>Office Administrative Manager</td>
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<td>$100</td>
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<td></td>
<td></td>
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<td>12/14</td>
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Direct project expenses and reproduction costs are billed at cost plus 15%
Public hearing testimony services are billed at hourly rates plus 30%

A1 CategoryBillingRates042011ZWA1.xls

April 15, 2011

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City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<td>Executive / Don Morrison</td>
<td>22 May 2012</td>
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<tr>
<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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</thead>
<tbody>
<tr>
<td>Ordinance</td>
<td>D12-57</td>
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**Agenda Subject:** Modification of Water Availability Charge and Summer Sprinkling Rates

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 13.04.100 Of The BLMC And Section One Of Ordinance No. 1277 Relating To A Reduction Of Water Rates.

**Administrative Recommendation:** Approve

**Background Summary:** This ordinance can be viewed as a companion balancing ordinance to the proposed sewer rate increase, as this ordinance reduces water rates/revenue by roughly the same amount as the sewer increase ordinance raises. The proposed ordinance reduces by $2.69 per month the water availability charge for all in-city customers, maintains a relatively low sprinkling rate for the second block (10-20 CCF), but imposes an increasingly progressive rate for higher consumption blocks. Thus, this ordinance reduces the base rate for all city residents, and maintains a conservation based rate structure for higher consumption levels. Even with a reduced availability charge, this would still capture 70% of required operating revenue, which is consistent with sound rate design principles.

**Attachments:** Ordinance D12-43

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
</table>

**Budget Explanation:** Reduces estimated annual water revenue by $345,790

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Finance Committee
Date: 24 April 2012

**Approvals:**
- Chair/Councilmember
- Councilmember
- Councilmember

Forward to: Workshop for Discussion

**Consent Agenda:** Yes

**Committee/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

<table>
<thead>
<tr>
<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
<th>Public Comment 5/15/12</th>
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</thead>
<tbody>
<tr>
<td>3/15/12; 5/1/12; 5/15/12</td>
<td>5/8/12</td>
<td>Tabled to Date:</td>
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**APPROVALS**

**Director:**

**Mayor:**

**Date Reviewed by City Attorney:** (if applicable):
ORDINANCE NO. D12-57

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 13.04.100 OF THE BONNEY LAKE MUNICIPAL CODE AND SECTION ONE OF ORDINANCE NO. 1277 RELATING TO A REDUCTION OF WATER RATES.

WHEREAS, the City currently has an abundant water supply; and

WHEREAS, City Council finds that it is no longer in the community’s best interest to impose a steep ascending block rate for summer sprinkling; and

WHEREAS, the City Council desires to encourage the community to maintain a green and desirable landscape by modifying the current ascending rate block structure for water rates;

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

Section 1. BLMC Section 12.04.100 hereby amended to read as follows:

13.04.100 Water rates.

Effective July 1, 2012, the following rates shall apply:

A. Discount for Senior Citizens and Disabled Persons. Owners of single-family residences who have qualified for real estate property tax exemption through the Pierce County assessor-treasurer’s office on the basis of age and/or disability, and who present proof thereof to the appropriate authority of the city, shall qualify and be entitled to a reduced water rate as may, from time to time, be set by the city council and established as a 50 percent reduction from the water availability charge.

B. Monthly Water Rates – Within City Limits.

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; – 3/4&quot;</td>
<td>$14.00</td>
</tr>
<tr>
<td>Qualified Senior, 5/8&quot; – 3/4&quot;</td>
<td>See subsection (A)</td>
</tr>
<tr>
<td>1&quot; with Fire Sprinkler System</td>
<td>$16.69</td>
</tr>
<tr>
<td>1&quot; without Fire Sprinkler System</td>
<td>$27.76</td>
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In addition, the consumption charge per 100 cubic feet (CCF), or any part thereof used, shall be as follows:

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<thead>
<tr>
<th>Winter (October 1st through May 31st)</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 10 CCF per month</td>
<td>$1.16</td>
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<tr>
<td>Over 10 CCF per month</td>
<td>$2.29</td>
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<table>
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<tr>
<th>Summer (June 1st through September 30th)</th>
<th>Charge</th>
</tr>
</thead>
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<tr>
<td>0 – 10 CCF per month</td>
<td>$1.16</td>
</tr>
<tr>
<td>Over 10 CCF per month</td>
<td>$3.92</td>
</tr>
<tr>
<td>11-20 CCF per month</td>
<td>$3.92-$2.50</td>
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<tr>
<td>21-30 CCF per month</td>
<td>$3.50</td>
</tr>
<tr>
<td>31 or More CCF per month</td>
<td>$4.50</td>
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</table>

C. Monthly Water Rates – Outside City Limits.

**Water Availability Charge**

<table>
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<tr>
<th>Meter Size</th>
<th>Charge</th>
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<tbody>
<tr>
<td>5/8&quot; – 3/4&quot;</td>
<td>$21.60</td>
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<td>Qualified Senior, 5/8&quot; – 3/4&quot;</td>
<td>See subsection (A)</td>
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<tr>
<td>1&quot;</td>
<td>$35.97</td>
</tr>
<tr>
<td>1-1/4&quot;</td>
<td>$71.67</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$671.67</td>
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<tr>
<td>2&quot;</td>
<td>$114.61</td>
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<td>3&quot;</td>
<td>$214.96</td>
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<td>4&quot;</td>
<td>$358.30</td>
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<tr>
<td>6&quot;</td>
<td>$698.67</td>
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In addition, the consumption charge per 100 cubic feet (CCF), or any part thereof used, shall be as follows:

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<tbody>
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<td>0 – 10 CCF per month</td>
<td>$1.67</td>
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<tr>
<td>Over 10 CCF per month</td>
<td>$3.33</td>
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<table>
<thead>
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<th>Summer (July 1st through October 31st)</th>
<th>Charge</th>
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<tbody>
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<td>0 – 10 CCF per month</td>
<td>$1.67</td>
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<tr>
<td>Over 10 CCF per month</td>
<td>$5.69</td>
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<tr>
<td>10-20 CCF per month</td>
<td>$3.50</td>
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<tr>
<td>20-30 CCF per month</td>
<td>$4.90</td>
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<tr>
<td>30 or more CCF per month</td>
<td>$6.86</td>
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D. Multiple Residential Units.

1. The water availability charge for a connection serving multiple (three or more) residential units shall be the availability charge set forth above, multiplied by the number of dwelling units connected to the meter, as follows:

   a. Each duplex unit as defined in BLMC 13.04.030(H) will be billed as though separately connected to the water main, based on five-eighths- or three-quarters-inch meter rates.

   b. Any detached accessory dwelling unit (ADU) as defined in BLMC 13.04.030(F) will be billed as though separately connected to the water main, based on five-eighths- or three-quarters-inch meter rates.

   c. In the case of apartment/trailer courts having one meter, each unit will be billed as though separately connected to the water main, occupied or not, based on five-eighths- or three-quarters-inch meter rates.

   d. In the case of building lots which have been granted a conditional use permit to allow more than one dwelling on one service meter, each dwelling unit will be billed as though separately connected to the water main, based on five-eighths- or three-quarters-inch meter rates.

2. The consumption charge provided for in this section shall be applied to multiple residential units as provided for above, except that the lower consumption charge rate shall be applied to the first “X” CCF per month, where “X” is the number of units served by the connection multiplied by 10. All consumption greater than that threshold will be charged the higher consumption charge rate.

3. There shall be only one water meter for each building housing more than two residential units.
E. Multiple Commercial and Industrial Buildings. Where all commercial or industrial buildings connected to a single service are used in the same business under single management, billing shall be made as for a single building.

F. Demand Charge.

1. Private fire hydrants, stand pipes, fire sprinkler systems, etc., shall have a monthly charge of $3.24.

2. Special purpose use of water from fire hydrants or stand pipes shall be $10.80 plus $1.08 per 100 cubic feet for all water used inside the city limits and $15.12 plus $1.56 for all water used outside the city limits.

3. Where the water meters are shut off, the monthly charge will be $5.40 within the city limits and $7.45 outside the city limits.

4. Where unusual circumstances prevent a meter reading, water consumption will be estimated at an average of 1,000 cubic feet per month.

G. Leakage – Rate Reduction.

1. In the event that there is a leak in the water service line on the property owner’s side of the water meter;

2. That after the service line is repaired by the owner and upon written request by the property owner, the city water department will make an adjustment in the water bill;

3. The adjustment shall be two-thirds of that portion of the customer’s water bill which is over the average normal water usage. The adjustment shall be limited to the period of 90 days prior to the repair of the leak and inspection thereof.

4. Only one leakage adjustment will be allowed in any two-year period. Additional leaks will require on-site inspection and verification of repairs.

H. Irrigation Meters.

1. New multifamily (three or more units) and nonresidential connections shall be required to install a separate meter for irrigation use, effective January 1, 2005.

2. Existing multifamily (three or more units) and nonresidential connections shall be required to install a separate meter for irrigation use no later than January 1, 2007.

3. There shall be no availability charge applicable to irrigation meters. The commodity charge shall be 25 percent greater than the applicable commodity charge for nonirrigation usage that exceeds 10 CCF per month (the “tailblock”).
Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 4. Effective Date. This Ordinance shall take effect July 1, 2012 after its passage, approval, and publication as required by law.

PASSED by the City Council and approved by the Mayor this 22nd day of May, 2012.

_________________________________
Neil Johnson, Jr., Mayor

ATTEST:

_______________________
Harwood T. Edvalson, City Clerk, CMC

APPROVED AS TO FORM:

_______________________
James Dionne, City Attorney
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / Don Morrison
Meeting/Workshop Date: 22 May 2012
Agenda Bill Number: AB12-58

Agenda Item Type: Ordinance
Ordinance/Resolution Number: D12-58
Councilmember Sponsor:

Agenda Subject: Sewer Rates

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting Ordinance No. D12-58, Relating To Sewer Rates.

Administrative Recommendation: Approve

Background Summary: In 2010 the FSC Group, a noted utility rate consulting firm, reviewed the status of the City’s wastewater utility operational and financial requirements and recommended a significant rate increase in order to adequately meet the financial and operational needs of the wastewater utility; several rate increase options were presented to Council. Rather than increase general rates at that time the Council opted for an annual CPI adjustment to keep pace with inflation. The wastewater utility continues to have substantial operating and capital needs, including but not limited to: expansion of the wastewater treatment plant, compliance with state and federal water quality standards, a need to reduce inflow and infiltration, increased maintenance of aging wastewater infrastructure, and a need to meet cash flow and debt service requirements. This ordinance proposes to raise sewer rates approximately 10% per year for the next 4 years in order to improve the financial viability of the wastewater utility by implementing a general rate increase as previously recommended. Alternatives would be to implement a lower rate adjustment in the first years and a higher rate later on, or vice versa, or to stretch out the adjustment over a longer/shorter period.

Attachments: Ordinance D12-58

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
</table>

Budget Explanation: This would raise approximately $345,000 per year

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee
Date: 24 April 2010

Approvals: Chair/Councilmember
Councilmember
Councilmember

Forward to: Workshop for Discussion
Consent Agenda: Yes No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): 3/15/12; 5/1/12; 5/15/12
Meeting Date(s): 8 May, 2012
Public Hearing Date(s):
Tabled to Date:

APPROVALS

Director: 
Mayor: Date Reviewed
by City Attorney:
(if applicable):
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 13.12 OF THE BONNEY LAKE MUNICIPAL CODE AND THE CORRESPONDING SECTION OF ORDINANCE NO. 1405 RELATING TO SEWER RATES.

WHEREAS, in 2010 the FSC Group, a noted utility rate consulting firm, reviewed the status of the City’s wastewater utility operational and financial requirements and recommended a significant rate increase in order to adequately meet the financial and operational needs of the wastewater utility; and

WHEREAS, rather than increasing general rates at that time the Council opted for an annual CPI adjustment to keep up with inflation; and

WHEREAS, the City wastewater utility continues to have substantial operating and capital needs, including but not limited to: expansion of the wastewater treatment plant, compliance with state and federal water quality standards, a need to reduce inflow and infiltration, increased maintenance of aging wastewater infrastructure, and a need to meet cash flow and debt service requirements; and

WHEREAS, the Council now finds it necessary to improve the financial viability of the wastewater utility by implementing a general rate increase as previously recommended;

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

Section 1. BLMC Section 13.12.082 and the corresponding portion of Ordinance 1405 are hereby amended to read as follows:

13.12.082 Sewer charges.

A. Each single-family resident not requiring or using a city-owned grinder pump shall pay the following monthly fees for sewer services, effective on January 1, 2011:

<table>
<thead>
<tr>
<th>Charge</th>
<th>July 1, 2012</th>
<th>July 1, 2013</th>
<th>July 1, 2014</th>
<th>July 1, 2015</th>
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<tbody>
<tr>
<td>Sewer availability</td>
<td>$36.51</td>
<td></td>
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<tr>
<td>Volumetric charge</td>
<td>$2.27</td>
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</tbody>
</table>

Charge = $36.51
Volumetric charge = $2.27 per 100 cubic feet (CCF) of monthly water consumption
Sewer availability charge | $40.16 | $44.17 | $48.60 | $53.45
| Volumetric charge per 100 cubic feet (CCF) of monthly water consumption | $2.50 | $2.75 | $3.02 | $3.32

The volumetric charge shall be capped at 10 CCF per month. Sewer availability charges shall be billed monthly. Volumetric charges for single-family residences shall be billed bimonthly.

B. Each single-family resident using a city-owned grinder pump shall pay the following monthly fees for sewer services:

Sewer availability charge = $43.80
Volumetric charge = $2.27 per 100 cubic feet (CCF) of monthly water consumption

<table>
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<tr>
<th>Charge</th>
<th>July 1, 2012</th>
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<th>July 1, 2014</th>
<th>July 1, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer availability charge</td>
<td>$48.18</td>
<td>$53.00</td>
<td>$58.30</td>
<td>$64.13</td>
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<tr>
<td>Volumetric Charge per 100 Cubic Feet (CCF) of monthly Water Consumption</td>
<td>$2.50</td>
<td>$2.75</td>
<td>$3.02</td>
<td>$3.32</td>
</tr>
</tbody>
</table>

The volumetric charge shall be capped at 10 CCF per month. Sewer availability charges shall be billed monthly. Volumetric charges for single-family residences shall be billed bimonthly.

C. Discount for Senior Citizens and Disabled Persons. Owners of single-family residences who have qualified for real estate property tax exemption through the Pierce County assessor-treasurer’s office on the basis of age and/or disability, and who present proof thereof to the appropriate authority of the city, shall qualify and be entitled to a reduced sewer rate as may from time to time be set by the city council and as established as a 20 percent reduction from the sewer availability charge.

D. Sewer Service Charges for Customers Other than Single-Family Residential. The volumetric charge shall be capped at eight CCF per month for multifamily residents. There shall be no cap for other customers covered by this subsection. Sewer charges for customers other than single-family residential shall be billed monthly.

E. In the event of a water leak, upon following procedures as set forth in BLMC 13.04.100(G), the adjustment to the volumetric portion of the sewer charge shall be two-thirds of that portion of the customer’s water consumption bill which is over the average normal water usage. The adjustment shall be limited to the period of 90 days prior to the repair of the leak and inspection thereof; only one leakage adjustment will be allowed in any two-year period. Additional leaks will require on-site inspection and verification of repairs.
Section 2. Section 13.12.085 of the Bonney Lake Municipal Code and the corresponding portion of Ordinance 1278 is hereby repealed.

13.12.085 Annual rate adjustment.

Effective January 1st of each year, beginning on January 1, 2009 the sanitary sewer rates listed in BLMC 13.12.082 shall be adjusted by the annual change in the most recent Seattle-Bremerton-Tacoma Consumer Price Index (Urban Consumers) published by the U.S. Department of Labor.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.

PASSED by the City Council and approved by the Mayor this 22nd day of May, 2012.

___________________________________
Neil Johnson, Jr., Mayor

ATTEST:

___________________________
Harwood T. Edvalson, City Clerk, CMC

APPROVED AS TO FORM:

___________________________
James Dionne, City Attorney
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / Don Morrison
Meeting/Workshop Date: 22 May 2012
Agenda Bill Number: AB12-75

Agenda Item Type: Ordinance
Ordinance/Resolution Number: D12-75
Councilmember Sponsor:

Agenda Subject: Sumner School District Impact Fee

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting Ordinance No. D12-75, Relating To School Impact Fees.

Administrative Recommendation: Approve

Background Summary: The Sumner School District has recommended that the Bonney Lake school impact fee be consistent with that adopted by Pierce County and the City of Sumner for their respective territory within the Sumner School District boundaries. Pierce County has adopted a 2012 school impact of $3,005 for each single family unit and $0 for each multi-family unit for the unincorporated area of Pierce County served by the Sumner School District. The City of Sumner has likewise follows the County adopted amount of $3,005 for each single family unit and $0 for each multi-family unit for the Sumner School District. The School District recommended that the City Council adopt the same fee schedule as the other jurisdictions. At the May 15th Council Workshop, however, the majority of councilmembers recommended to set the fee at the amount determined by the District's impact fee study ($4,488).

Attachments: Ordinance D12-75

BUDGET INFORMATION

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Budget Explanation: NA

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee
Date: 8 May 2012

Approvals:
Chair/Councilmember Dan Swatman
Councilmember Mark Hamilton
Councilmember Randy McKibbin

Forward to: Consent Agenda:
Agenda: [ ] Yes [ ] No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): May 15, 2012
Public Hearing Date(s):
Meeting Date(s):
Tabled to Date:

APPROVALS

Director:
Mayor:

Date Reviewed by City Attorney:
(if applicable):
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 19.08 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NO. 1420 RELATING TO SCHOOL IMPACT FEES

WHEREAS, the City Council has adopted school impact fees based upon study and recommendation of the various school districts within the City limits; and

WHEREAS, Pierce County has adopted a 2012 school impact of $3,005 for each single family unit and $0 for each multi-family unit for the unincorporated area of Pierce County served by the Sumner School District; and

WHEREAS, the City of Sumner likewise follows the District recommended school impact of $3,005 for each single family unit and $0 for each multi-family unit for the Sumner School District; and

WHEREAS, the School District has asked the City to amend the impact fee to fit the School District’s current recommended fee amount and be consistent with those school impact fees adopted by Pierce County and authorized by the City of Sumner for those areas served by the Sumner School District; and

WHEREAS, the City Council acknowledges that the School District Capital Facilities Plan and accompanying impact fee study recommended an impact fee of $4,488 per single family residence, and desires to set the fee at that amount;

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

Section 1. BLMC Section 19.08.120 and Section 1 of Ordinance No. 1420 is hereby amended to read as follows:

19.08.120 School impact fees.
The school impact fee schedules set forth in this section are generated from the formula for calculating impact fees set forth in the district’s capital facilities plan. Except as otherwise provided in BLMC 19.08.040, 19.08.050 and 19.08.140, all new residential developments in the city will be charged the school impact fees in accordance with the appropriate schedule below. The fee payer shall pay the school impact fee based on the schedule for the school district in which the development is located.

School Impact Fee Schedules (applies to residential development only)
Sumner School District No. 320:
Section 2. This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication, as required by law.

PASSED by the City Council and approved by the Mayor this 22nd day of May, 2012.

________________________
Neil Johnson, Jr., Mayor

ATTEST:

________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

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James Dionne, City Attorney
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