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

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

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

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:
   A. Public Hearings:
      p. 3
      p. 23
   B. Citizen Comments:
      You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the “Consent Agenda” should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.
   C. Correspondence

III. COUNCIL COMMITTEE REPORTS:
   A. Finance Committee
   B. Community Development Committee
   C. Public Safety Committee
D. Other Reports

IV. CONSENT AGENDA:
The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.


B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/voucher #63927-63930 in the amount of $1,608.71. Accounts Payable checks/vouchers #63931-63965 (includes wires #950111, 20120604, 20120615) in the amount of $76,842.56. Accounts Payable checks/vouchers #63966-64011 in the amount of $626,062.69. Accounts Payable checks/vouchers #64012-64018 in the amount of $6,759.86. Accounts Payable checks/vouchers #64019 in the amount of $1,814,741.07. Accounts Payable - Voided Checks #55667 in the amount of $1,105.96. Voided Checks #54545 in the amount of $12.00. Voided Check #63998 in the amount of $65,001.89.

C. Approval of Payroll: Payroll for June 16-30th, 2012 for checks 30545-30577 including Direct Deposits and Electronic Transfers in the amount of $690,580.26.

D. AB12-104 – Resolution 2224 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Shea-Carr-Jewell To Update The Transportation Element Of The Comprehensive Plan.

E. AB12-105 – Resolution 2225 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizes Professional Service Agreement To KPG Engineering For The West Tapps Highway Overlay And Survey Project.

F. AB12-106 – Resolution 2226 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizes Professional Service Agreement To KPG Engineering For The Church Lake Road Overlay And Survey Project.

G. AB12-107 – A Motion Of The Bonney Lake City Council Canceling The August 7, 2012 Council Workshop To Allow For Participation In National Night Out Against Crime Celebrations.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.

IX. EXECUTIVE SESSION:
Pursuant to RCW 42.30.110, the City Council may hold an executive session. 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)

Department/Staff Contact: PW / Director Dan Grigsby
Meeting/Workshop Date: 10 July 2012
Agenda Bill Number: AB12-49

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2199
Councilmember Sponsor:

Agenda Subject: ESTABLISH EASTOWN UTILITY LATECOMER AGREEMENT (ULA)

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To Creation Of A Sewer Utility Latecomer Agreement In Eastown.

Administrative Recommendation: Recommend Adoption

Background Summary: The City Council approved a non-binding MOU with the Eastown Sewer Development Association LLC to build a sewer system extension into Eastown with Resolution 2165 on October 18, 2011. This resolution will authorize the Mayor to enter into a ULA with the Association. A Public Hearing will be held at the City Council meeting on July 10 prior to forwarding this Resolution to the City Council for action on July 24.

Attachments: Resolution 2199; EASTOWN Utility Latecomer Agreement; Eastown Sewer Easement Map

BUDGET INFORMATION

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<tr>
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<th>Required Expenditure</th>
<th>Budget Balance</th>
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Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Other
Date: Approvals:
Chair/Councilmember Randy McKibbin
Councilmember Katrina Minton-Davis
Councilmember Jim Rackley

Forward to: Consent Agenda:
Yes ☐ No ☐

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): 3APR2012, 17APR2012, 3JUL2012
Public Hearing Date(s): 10 July 2012
Meeting Date(s): 18OCT2011, 24JUL 2012
Tabled to Date:

APPROVALS

Director: Mayor:
DAN GRIGSBY

Date Reviewed by City Attorney:
(if applicable):
RESOLUTION NO. 2199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE ESTABLISHMENT OF THE EASTOWN UTILITY LATECOMER AGREEMENT.

WHEREAS, the City Council approved a non-binding Memorandum Of Understanding with the Eastown Sewer Development Association LLC to build a sewer system extension into Eastown with Resolution 2165 on October 18, 2011; and,

WHEREAS, the City and Eastown Sewer Development Association LLC now desire to enter into a Utility Latecomer Agreement for the purpose of building an extension of the City sewer system into Eastown; and,

WHEREAS, the terms of this agreement are as set forth in the attached Utility Latecomer Agreement;

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the Eastown Sewer Development Financing Contract and Utility Latecomer Agreement.

PASSED by the City Council this ___ day of _____________.

________________________________
Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

________________________________
James Dionne, City Attorney
EASTOWN SEWER DEVELOPMENT
FINANCING CONTRACT AND
UTILITY LATECOMER AGREEMENT

WHEREAS, the City of Bonney Lake ("City") and the Eastown Sewer Development Association L.L.C. ("Association") and its individual members, in recognition of the individual and public benefit to be served by installing a sanitary sewer system in the area of Bonney Lake known as Eastown, executed a Memorandum of Understanding (MOU) in Resolution 2165 on October 18, 2011, expressing their intentions to execute a Sewer Development Financing Contract ("Agreement"); and

WHEREAS, installing sewer service in Eastown will augment the city's utility rate base, implement the comprehensive plan of the city by extending utility infrastructure and stimulating commercial development in Eastown, and benefit the sewer utility's efficiency and economy of scale; and

WHEREAS, the City has completed plans and specifications for the development of a sewer lift station and associated sewer system infrastructure in Eastown; and

WHEREAS, Chapter 35.91.020 RCW gives cities the authority to contract with private property owners for construction of utility infrastructure, to assess benefitted properties for pro rata share of construction costs, and to collect reimbursements from property owners who connect to the system within twenty (20) years; and
WHEREAS, the RCW and Bonney Lake Municipal Code ("BLMC") Chapter 13.16 authorize the City to partner with interested parties in financing development of utilities, and to receive latecomer reimbursements for City expenditures on same; and

WHEREAS, the Code provides that no financing arrangement may be approved in which the city participation amounts to more than 95 percent of the total construction costs as determined by the Engineers Estimate.

NOW THEREFORE, the undersigned agree upon all of the following terms:

1. Construction Project. The City shall be responsible for the construction of sanitary sewer infrastructure in Eastown, including a lift station and associated infrastructure (hereinafter referred to the Eastown Sewer Development Project, or "Project"). The Project shall consist of a new sewer lift station, a north/south gravity main to the lift station starting on the South Side of SR 410, and a pressure/gravity line along 96th Street East connecting to the existing sewer system. A map indicating the location of construction work is attached as Exhibit A to this Agreement. The City shall have sole discretion and authority to manage the Project and direct the work, including the granting of change orders or alteration of designs where appropriate.

2. Public works laws. The City shall manage the Project as a public works project, abiding by all applicable requirements of Title 39 RCW, including competitive bidding, bonding, retainage, and the payment of prevailing wages.

3. Association's contribution. The City's obligation to construct the Project shall be contingent upon the Association's upfront payment to the City of five percent (5%) of the total estimated Project construction costs within thirty (30) days of the Association's execution of this Agreement. The Association's payment shall be made in cash to the City's Finance Director. Failure to make the payment within thirty (30) days shall render this Agreement void and of no further effect, and shall nullify the City's obligation to construct the Project. The Association's contribution, payable within thirty (30) days of execution of this Agreement, shall be two hundred and one thousand one hundred and five dollars ($201,105.00), the amount calculated as 5% of the Engineer's Estimate of four million twenty-two thousand one-hundred dollars ($4,022,100.00), pursuant to BLMC § 13.60.030E. However, should the actual construction costs be less than the Engineer's Estimate, the $201,105 amount shall be reduced a proportional amount, but no event shall the reduced amount be less than one hundred seventeen thousand dollars ($178,000). A refund of any reduced amount shall be provided to the Association at project close-out.

4. Assessments recorded. Upon Final Completion of the Project, the City shall record latecomer assessments against all benefiting properties in the assessment reimbursement area ("Latecomer Fees"), including the properties belonging to Association members. The total costs for the Project, including all costs eligible for reimbursement under this agreement, shall be as itemized in Exhibit B, including the proportionate share of the
total project costs paid by the City and the Association respectively. The assessment reimbursement area, showing the benefiting properties to be served by the Eastown sewer lift station, is depicted on Exhibit C map to this Agreement. Exhibit D to this agreement summarizes the initial amount of the Latecomer Fee for each benefitting property; however, each year these fees shall be adjusted by the accrued revenue bond interest with a minimum of five years interest to be paid by each latecomer. The latecomer assessments shall require the property owners to contribute their pro-rata share of the construction costs of the Project, payable at the time the property owner is issued a building permit on his or her property or at other such time as allowed by the BLMC. The City shall not allow any owner of a parcel within the assessment reimbursement area to connect to the city sewer system or otherwise utilize the system improvements as described herein without such owner or owners having first paid to the City the latecomer assessment due for that parcel or parcels.

5. Connection costs. Each property owner in the Eastown area, including the members of the Association, shall be required to pay the all costs and fees applicable for connecting their properties to the sewer system, including the costs of designing and constructing the connection, the Latecomer Fee, system development charges, and any other fees established by the BLMC in effect at the time of connection.

6. Assessment calculation. The pro-rata shares included in the latecomer assessments shall be calculated according to the square footage of the property seeking connection to the system, as follows:

\[
\text{Latecomer Fee} = \text{Parcel Net Square footage} \times \text{Total Project Cost per square foot}
\]

- Parcel Net Square Footage = Pierce County Assessor parcel square footage less future public road right-of-way square footage on that parcel
- Total Project Cost includes design, pre-construction, and construction costs (currently estimated at $4,850,190).
- Total Project Cost per square foot = Total Project Cost / Total net square footage in the assessment reimbursement area
- Square footage conversion to acres will be used for the Assessment Rolls

7. Form of assessment. Latecomer assessments recorded against the properties shall substantially take the form of Exhibit E to this Agreement, provided, however, that the City has sole discretion to alter the form of assessments as necessary.

8. Interest. Each parcel’s Latecomer Fee and LLC Reimbursement assessment shall accrue interest at a per annum rate equivalent to the rate on the Revenue Bond secured to finance this Project, provided that any property owner may avoid paying accrued interest by paying in full the assessed Latecomer Fee within six (6) months of its recording against the Property or before January first of the following year, whichever comes first.
9. **Allocation of latecomer reimbursements.** The City shall be entitled to all reimbursement received from Latecomer Fees less the amount owed to the Association. At time of receipt of each Latecomer Fee, the City shall remit to the Association 5% of the Engineers Estimate of construction costs, as determined in paragraph 3 above and as assessed to each parcel on a pro-rata basis per Exhibit F. The City shall issue the 5% amount due within sixty (60) days after receipt of each Latecomer Fee payment. Payment shall be made to the Association at the address of the Association as set forth hereinafter, or at such other address as the Association shall notify the City. If such payments are returned to the City unclaimed, and if through reasonable efforts the City is unable to locate the Association, or if the Association dissolves or otherwise becomes defunct within the 20 year reimbursement period, the City shall retain all sums then received in a separate fund for two years, and shall release the funds when contacted by any individual or entity with standing to claim the funds. After expiration of the two year period, the Association’s right to the collected latecomer fee shall expire and the City shall be deemed owner of the funds. The Association shall keep the City continually updated with information regarding the current contact information. If the Association fails in this duty and the City is not able through reasonable efforts to determine the rightful recipient of latecomer assessments, the City may collect any reimbursement and deposit those funds into an appropriate capital fund of the City. The City will record a certificate of payment and release of assessment for the entire reimbursement area when all the property owners have paid their assessments or upon expiration of the twenty-year reimbursement period.

10. **Assignment.** The Association may at any time assign its right to receive latecomer reimbursements to the individual or entity of its choosing, provided that it immediately notifies the City in writing of such assignment, and complies with the notification requirements of Section 9 above. Under no circumstances will the City be responsible for deciding or settling any disputes with regard to the proper recipient of latecomer reimbursements, or have any liability for transfer of funds to a recipient. In the event of a dispute, the City may transfer the funds into an escrow account designated by the parties to the dispute. The City may also, at its option, commence an interpleader action joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper parties, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to withhold its reasonable attorney’s fees and costs from such payment.

11. **Joint defense.** The City and the Association jointly agree to defend, or pay the cost of such defense, and indemnify the City against any lawsuits attacking the validity of this Agreement. Costs shall be apportioned based on the pro rata contribution of each party to the Extension, as defined in the Utility Extension Agreement. Notwithstanding the foregoing, at any time after it becomes apparent that litigation may ensue, either party may inform the other in writing that it intends terminate this Agreement, at which time its obligation to defend or pay the cost of defense shall cease. The Association’s termination of this Agreement shall not relieve any of its property owner members of the obligation to pay any latecomer assessments due.
12. **Administrative fee.** The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from said facility, and in addition to the amount agreed to be collected by the City in this paragraph, a sum equal to five percent (5%) of the Engineers Estimate to be collected from the owner or owners of said properties connecting to or using said facility, which sum shall be used by the City to defray the cost of contract administration, labor, bookkeeping, and accounting, pursuant to the terms of this Agreement. This fee shall be pro-rated to all property owners based on their net benefitting area.

13. **Costs.** The Parties shall bear their own costs and expenses including, without limitation, attorneys' fees and costs related to this Agreement, the latecomer assessments, and the agreements contemplated herein.

14. **Preliminary assessment notices.** Prior to this Agreement being recorded, the City shall send a map of the Assessment Reimbursement Area (Exhibit C), a preliminary calculation of the assessments due (Exhibit D), and a description of the property owners’ rights and options, by certified mail to the property owners of record within the assessment reimbursement area pursuant to BLMC 13.16.050(J)(2). Appeals of the assessment shall be made in accordance with this Code section.

15. **City’s right to terminate.** The City shall have the right, in its sole and absolute discretion, to terminate this Agreement based upon testimony received during City Council appeal hearings held in accordance with Section 14 above.

16. **Term of Agreement.** This Agreement shall be effective for a period of twenty (20) years following the issuance of the Certificate of Final Completion to the construction contractor, or until every benefited property owner in the assessment reimbursement area has paid the latecomer assessment, whichever is sooner.

17. **Timing.** The parties agree to use their best efforts to move forward with the Project in anticipation of construction beginning in the latter half of 2012.

18. **Governing law and venue.** Disputes arising under this Agreement shall be brought in Pierce County Superior Court and adjudicated under the laws of the State of Washington.

19. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all of the parties hereto.

20. **Agreement runs with the land.** The terms of this Agreement shall run with the land and bind subsequent owners of the properties affected.

21. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.
22. **Attorneys' Fees.** Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in connection with such lawsuit.

23. **Headings.** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

24. **Exhibits.** All exhibits attached hereto are incorporated by reference.

25. **Counterparts.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.

26. **Agreement date.** For purposes of calculation of all time periods described in this Agreement, all phrases such as “the date of this Agreement” or “the date of execution of this Agreement” or any other like phrase referring to the date of the Agreement, shall mean and refer to the date the Bonney Lake City Council approves this Agreement.

27. **Recording.** This Agreement shall be recorded with the Pierce County Auditor within thirty (30) days of execution by the City. The City shall pay the costs of recording.

IN WITNESS THEREOF, this Agreement has been approved by the City Council of the City of Bonney Lake as of the ______ day of ________________________, 2012.

CITY OF BONNEY LAKE

______________________________
By: Neil Johnson, Jr., Mayor
WHEREAS, the Eastown Sewer Development Association LLC and its members as individuals agree to be bound by the terms of this agreement:

EASTOWN SEWER DEVELOPMENT ASSOCIATION LLC

By: [Signature]

Its: Treasurer

STATE OF WASHINGTON )
) ss.
COUNTY OF PIERCE )

On this day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared (Name), to me known to be the person who signed as (Title), of Eastown Sewer Development Association LLC, the Washington corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of said corporation.

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

[Signature of Notary]

(Toni D. DeVaux)

(Print or stamp name of Notary)

NOTARY PUBLIC for the State of Washington, residing at: Lake Tapps
My appointment expires: 1-29-2015
SUMMARY OF EXHIBITS

**Exhibit A**
Map indicating the location of the construction work.

**Exhibit B**
The total costs for the Project, including all costs eligible for reimbursement under this agreement, including the proportionate share of the total project costs paid by the City and the Association respectively.

**Exhibit C**
Map showing location of benefiting parcels/Assessment Reimbursement Area.

**Exhibit D**
Summary of the initial amount of the Latecomer Fee for each benefitting property, not including accrued revenue bond interest with a minimum five years interest to be paid by each latecomer.

**Exhibit E**
(Latecomer assessment standard form.)

NOTICE OF ADDITIONAL SEWER CONNECTION CHARGES

**Exhibit F**
Pro-rata share of received latecomer fees to be distributed to the Association.
# EASTOWN SEWER SYSTEM - LATECOMER FEE - PRELIMINARY COST SUMMARY

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<th>Resolution Number</th>
<th>PO Number</th>
<th>Award Amount</th>
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| **Construction** | Project Number |                  |           |              |               |        |
| Sewer Lift Station | 35310050   |                  |           |              |               |        |
| Upstream sewer lines from SR410 to the lift station |              |                  |           | $3,677,100   | TBD           | $4,244,085 |
| Downstream sewer lines from LS to 214th Ave |              |                  |           |              |               |        |
| Boring under SR410 at Safeway |              |                  |           |              |               |        |
| Lift Station 18 Pump Replacement |              |                  |           |              |               |        |
| Other Costs to be Paid for By City: |              |                  |           | $50,000      | $50,000       | $4,294,085 |
| Electrical Utility Service Charge = |              |                  |           |              |               |        |
| Deep Sewer Construction Surcharge = |              |                  |           | $100,000     | $100,000      | $4,394,085 |
| Boring under SR410 at 226th Avenue |              |                  |           | $195,000     | $195,000      | $4,589,085 |
| **Total Engineer’s Estimate for Construction** | |                  |           | $4,022,100   | ???           | $4,850,190 |
| **5% of Engineer’s Estimate (ULA Agreement Amount)** | |                  |           | $201,105     | $201,105      | $4,790,190 |
| City 5% Fee (BLMC 13.16.050(F)) to Administer the Latecomer Fee Collection and ULA Agreement | | | $201,105 | $201,105 | $4,790,190 |
| Bond Underwriter/Origination Fee | | $60,000 | $4,850,190 |
| Bond Reserve | | $0 | $4,850,190 |
| **TOTAL ULA COSTS** | | | | $4,850,190 | | |

**Note:**
1. Did not include any City staff time.
2. Bond Reserve. $350,000 set aside in City Account for twenty years.
3. **BLMC 13.16.050 (F):** The city’s administration fee for a latecomer agreement shall be 10 percent and shall be charged to the latecomer.

**Proposed Ordinance:** The city’s administration fee for a latecomer agreement shall be 5 percent of actual construction costs and shall be charged to all latecomers.
EASTOWN PROPERTIES CURRENTLY WITHOUT BONNEY LAKE SEWER SERVICE
Overlaid on Eastown Future Sewer Projects and Roads Base Map

EXISTING SEWER SERVICE
- Existing Bonney Lake Sewer Customer
- Manhole
- Lift Station
- Sewer Force Main
- Sewer Gravity Main
- Eastown Tax Parcels with:
  - Parcel Number
  - Owner
  - Assessed Value

Bonney Lake Sewer Service Currently Provided to Existing Lift Station 18
- No Bonney Lake Sewer Service Currently Available; Future Lift Station 26 Service
- No Bonney Lake Sewer Service Currently Available; Future Rebuilt/Expanded Lift Station 18 Service
- No Development Planned; Existing Septic System will be used in the Future

FUTURE SEWER PROJECTS
- Future Sewer Project Number
- Lift Station
- SR410 Highway Crossing
- Project Start/Stop
- Flow Direction
- Gravity Main
- Force Main

FUTURE ROADS BASE MAP
- SR410 Median Islands
- Future Public Roads
- Future Private Roads
- Tax Parcels
- Building
- Paved Road
- Bonney Lake City Limits
- Fennel Creek & Tributaries
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<th>Number of Properties</th>
<th>Map ID</th>
<th>TAX PARCEL</th>
<th>Parcel Size Acres</th>
<th>Future Public Street</th>
<th>Public Street Length Cost</th>
<th>Share of Street Width Feet</th>
<th>Public Street Credit Sq. Fl.</th>
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**Notes:**
- **Future Public Street Length Cost:**
- **Share of Street Width Feet:**
- **Public Street Credit Sq. Fl.:**
- **Public Street Credit Acres:**
- **Net ULA Benefit Area Acres:**
- **Preliminary Assessment $**

**NOTE:** Actual cost depends on actual scope of work and actual construction costs... To Be Determined!
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| NORTHERN AND SOUTHERN AREA TOTAL | | | | | | | | | | 166.43 | 100% | $4,460,190 | TOTAL PRELIMINARY ASSESSMENT AMOUNT | $31,601 Preliminary Assessment Rate = $/Acre
NOTICE OF ADDITIONAL SEWER CONNECTION CHARGES

WHEREAS, the owner of the property located at [address], Bonney Lake, Washington, having the Tax Parcel Number ______________, is subject to the terms of a Sewer Development Financing Contract and Utility Latecomer Agreement (“Agreement”) executed between the City of Bonney Lake and the Eastown Sewer Development Association LLC; and,

WHEREAS, pursuant to Chapter 35.91 RCW and Chapter 13.16 of the Bonney Lake Municipal Code, and the Agreement, a “latecomer” assessment shall be due, equivalent to the prorata share of Project costs, in the following amount:

[insert $$]

Said sum shall be payable at the time of building permitting, connection to the public sewer system, or at other such time as the City may determine. Said sum shall be due in addition to other fees and charges due pursuant to the Bonney Lake Municipal Code.

Signed this ___ day of __________, 20??.

---------------------------------------------
Don Morrison, Bonney Lake City Administrator
**EASTOWN - UTILITY LATECOMER AGREEMENT (ULA)**

Reimbursement Schedule to Eastown Sewer System Association LLC

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<th>Number of Properties</th>
<th>Map ID</th>
<th>TAX PARCEL ID</th>
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**NOTE:** Actual cost depends on actual scope of work and actual construction costs... To Be Determined!
## EASTOWN - UTILITY LATECOMER AGREEMENT (ULA)

### Reimbursement Schedule to Eastown Sewer System Association LLC

<table>
<thead>
<tr>
<th>Property Number</th>
<th>Map ID</th>
<th>TAX PARCEL</th>
<th>Parcel Size (Acres)</th>
<th>Future Public Street</th>
<th>Future Street Length (Feet)</th>
<th>Street Width (Feet)</th>
<th>Net ULA Benefit Area (Acres)</th>
<th>Preliminary Assessment</th>
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**SOUTHERN TOTAL** = 53.64

**NORTHERN AND SOUTHERN AREA TOTAL** = 166.43

100%

**ULA - 5% Reimbursement Amount to LLC**

17 February 2010

Agenda Packet p. 21 of 108
# City of Bonney Lake, Washington

## City Council Agenda Bill (AB)

<table>
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<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<td>PW / John Woodcock</td>
<td>10 July 2012</td>
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<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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<td>Public Hearing</td>
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<td>Randy McKibben</td>
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### Agenda Subject:
Public Hearing for the 2013-2018 Six Year Transportation Improvement Program

### Full Title/Motion:
n/a

### Administrative Recommendation:
On the June 26, 2012 Council Meeting the Council approved to conduct a Public Hearing for the 6-Year Transportation Program. RCW 35.77.010 requires an annual public hearing for any updates to the local 6 Year Transportation Improvement Program (TIP) in order to be eligible for most grant funding. The City Council will conduct a Public Hearing on July 10, 2012.

### Attachments:
Resolution 2223,6 - Year Transportation Improvement Program (2013 - 2018), Maps

### BUDGET INFORMATION

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<th>Current Balance</th>
<th>Required Expenditure</th>
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Budget Explanation:

### COMMITTEE, BOARD & COMMISSION REVIEW

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<td>Community Development</td>
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<td>Date: 3 July 2012</td>
<td>Yes</td>
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<td>Chair/Councilmember</td>
<td>Randy McKibben</td>
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<td>Councilmember</td>
<td>James Rackley</td>
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<td>Councilmember</td>
<td>Katrina Minton-Davis</td>
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Forward to: Consent Agenda: ☐ Yes ☒ No

### COUNCIL ACTION

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<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
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<tr>
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<td>July 10, 2012</td>
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<td>Meeting Date(s):</td>
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### APPROVALS

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<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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<td>Dan Grigsby, P.E.</td>
<td>Neil Johnson Jr.</td>
<td>(if applicable):</td>
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RESOLUTION NO. 2223


Whereas, City officials are directed by RCW 35.77.010 to adopt a 6-Year Street Transportation Program; and

Whereas, such a plan was prepared and submitted to the Mayor and City Council; and

Whereas, a public hearing was held on July 10, 2012 with subsequent Council discussion and direction.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

by the City Council of the City of Bonney Lake, Pierce County, that the Six-Year Street Transportation Improvement Program for the years 2013-2018 be approved as a guide for the improvement of the streets of the City of Bonney Lake.

PASSED by the City Council this 10th day of July 2012.

____________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

____________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

____________________________
James J. Dionne, City Attorney
CITY OF BONNEY LAKE

Public Works Department

Six Year Transportation Improvement Program
(2013-2018)

List project categories

Category A – Intersection Improvements ($3,490,000)
Traffic signalization and channelization improvements at intersections. To be funded by city TIF/REET/Gas Tax/COR funds, WSDOT, federal or state grant funding, and/or developer mitigation.

Category B - Arterial Roadway Major Improvements ($10,000,000)
Major roadway improvements, for Collector and Minor Arterial Classified roadways including right of way acquisition when required. To be funded by city TIF/REET/Gas Tax/COR funds, state or federal grant/loan funding, developer mitigation, and/or WSDOT participation. Projects often combine improvements for environmental compliance, storm drainage, domestic water and sanitary sewer system extensions, roadway widening, bridge, curb, gutter, sidewalks, traffic signalization, lane channelization, street lighting, landscaping, street trees, etc. Also included will be a community involvement element.

The project phases are as follows:
- Pre-Design/Planning by city or city consultant
- Environmental Permitting by city or city consultant
- Right-of-Way acquisition by the city.
- Design that produces construction plans and specifications by city consultants
- Advertise and Award construction project by the city
- Construction by contractor
- Construction Management
- Project Completion, Closeout, and Acceptance

Category C - Road Reconstruction, Overlay, Chip Seal, Sidewalk ($3,321,000)
Roadway maintenance and/or reconstruction of existing pavement with minor drainage, shoulder improvements, signing and channelization, and new sidewalks. Project funded by city, state/federal grant funds, and potential developer mitigation.

Category D - Transportation Studies ($150,000)
Transportation or traffic studies including computer traffic modeling and Comprehensive Plan Sub Area Planning to be funded by city and performed by consultants.

Category E - Trail Projects ($2,000,000)
Non-motorized transportation facilities including walking trails, bicycle routes, and sidewalk facilities to the enhance pedestrian and bicycle safety and mobility.
Six Year Transportation Improvement Program

**Category "A" – Intersection Improvements**

<table>
<thead>
<tr>
<th>No.</th>
<th>Project description</th>
<th>Funding Source</th>
<th>Estimated Cost</th>
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<tbody>
<tr>
<td>A - 1</td>
<td>SR 410 at Veterans Memorial Drive (Ph 2) (signal upgrade and additional turn lanes with project B-3)</td>
<td>Dev/TIF</td>
<td>$750,000</td>
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<tr>
<td>A - 2</td>
<td>SR 410 at 225th Avenue E (new signal and additional turn lanes)</td>
<td>Developer</td>
<td>$750,000</td>
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<tr>
<td>A - 3</td>
<td>199th Ave at 109th Street E (new signal and additional turn lanes; Entrance to BLHS and Mountain View Middle School)</td>
<td>Developer</td>
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<td>A - 4</td>
<td>Veterans Memorial Drive at Angeline Rd E (new signal and additional turn lanes)</td>
<td>Dev/TIF</td>
<td>$520,000</td>
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<td>A - 5</td>
<td>SR 410 at 214th Ave E (signal upgrade and additional left turn lane on SR 410, 214th Ave. E widening)</td>
<td>Dev/TIF/WSDOT</td>
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<td>A - 6</td>
<td>Church Lake Rd at West Tapps HWY E (new signal and additional turn lanes)</td>
<td>Dev/TIF</td>
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<td>A - 7</td>
<td>SR 410 at 192nd Ave E. Phase 1-A (new signal arm and additional turn lanes)</td>
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**Category “A” Total**  
$3,490,000
### Six Year Transportation Improvement Program

**Category "B" Arterial Roadway Major Improvements**

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<td>SR 410 &amp; Veterans Memorial Drive</td>
<td>Dev/TIF/Grant</td>
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<td>(Phase 2 - additional turn lanes on SR 410 and widen to 5 lanes on VMD with project A-1)</td>
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<td>B – 2</td>
<td>Myers Road from SR 410 to 81st Street</td>
<td>City</td>
<td>$2,000,000</td>
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<td></td>
<td>(install 1,000 ft of soldier pile retaining wall to address erosion)</td>
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<td>B – 3</td>
<td>214th from SR 410 to 96th St E</td>
<td>Dev/TIF/City</td>
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<td>(widen to 5 lanes; In front of Home Depot and Rite Aide with project A-5)</td>
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<td>B – 4</td>
<td>214th from SR 410 to Southern City Limits</td>
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<td>(widen to 5 lanes with project A-5)</td>
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**Category “B” Total** $10,000,000
## Six Year Transportation Improvement Program

### Category "C" Roadway reconstruction, asphalt overlay, or chip seal

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<td>Chip Seal Program (Seven Miles)</td>
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**Category “C” Total**  $3,321,000
Six Year Transportation Improvement Program

**Category "D" Transportation Studies**

<table>
<thead>
<tr>
<th>Year</th>
<th>Project description</th>
<th>Funding Source</th>
<th>Estimated Cost</th>
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<td>2018</td>
<td>Update City Transportation Plan</td>
<td>City</td>
<td>$150,000</td>
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<td></td>
<td>(update City wide demographics, traffic counts, and Traffic Model)</td>
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  **Category “D” Total**  
  $150,000

**Category "E" Multimodal Projects**

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<th>Project description</th>
<th>Funding Source</th>
<th>Estimated Cost</th>
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<tr>
<td>SR410-Angeline Rd Missing Link</td>
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<tr>
<td>Fennel Creek Trail Project</td>
<td>City/Grant</td>
<td>$500,000</td>
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  **Category “E” Total**  
  $2,000,000

**TOTAL PROGRAM COST**  
$18,961,000
Six Year Transportation Improvement Program
SR410 E at Veterans Memorial Dr E (Ph 2)

City of Bonney Lake

Map 1

- SR410 E at Veterans Memorial Dr E (Phase 2)
  Dev/TIF $750,000
  (signal upgrade and additional turn lanes with project B-1)

- SR410 E and Veterans Memorial Dr E
  Dev/TIF/Grant $4,150,000
  (Phase 2 - additional turn lanes on SR 410 and widen to 5 lanes on VMD with project A-1)
Six Year Transportation Improvement Program

SR410 E at 225th AVCT E

City of Bonney Lake

Map 2

SR410 E at 225th AVCT E
Developer $750,000
(new signal and additional turn lanes)

Bonney Lake City Limits

A-2

300 Feet
Six Year Transportation Improvement Program
199th Ave E at 109th St E

City of Bonney Lake

Map 3

199th Ave E at 109th St E
Developer $250,000
(new signal and additional turn lanes; Entrance to BLHS and Mountain View Middle School)

Bonney Lake City Limits

Bonney Lake High School

Mountain View Middle School

June 19, 2012

Agenda Packet p. 32 of 108
Veterans Memorial Dr E at Angeline Rd E
Dev/TIF $520,000
(new signal and additional turn lanes)
Six Year Transportation Improvement Program
SR410 E at 214th Ave E

City of Bonney Lake

Map 5

- SR410 E at 214th Ave E
  Dev/TIF/WSDOT
  $750,000
  (signal upgrade and additional left turn lane on SR 410 E, 214th Ave E widening)

- 214th Ave E from SR410 E to 96th St E
  Dev/TIF/City $1,350,000
  (widen to 5 lanes; In front of Home Depot and Rite Aide with project A-5)

- 214th Ave E from SR410 E to Southern City Limits
  Dev/TIF/City $2,500,000
  (widen to 5 lanes with project A-5)

Bonney Lake City Limits

June 19, 2012

Agenda Packet p. 34 of 108
Six Year Transportation Improvement Program
Church Lake Rd E at West Tapps HWY E

City of Bonney Lake

Map 6

Church Lake Rd E at West Tapps HWY E
Dev/TIF $580,000
(new signal and additional turn lanes)

Agenda Packet p. 35 of 108
Six Year Transportation Improvement Program
SR410 E at 192nd Ave E Phase 1-A

City of Bonney Lake

Map 7

- SR410 E at 192nd Ave E Phase 1-A
  - TIF/Dev/Grant $410,000
  - (new signal arm and additional turn lanes)
1,000 ft Soldier Pile Retaining Wall

Myers Rd E from SR410 E to 81st St E
City $2,000,000
(install 1,000 ft of soldier pile retaining wall to address erosion)
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Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Deputy Mayor Dan Swatman called the meeting to order at 7:00 p.m.

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

B. Roll Call: Records & Information Specialist Susan Duis called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Donn Lewis, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson. Mayor Neil Johnson, Jr., Councilmember Mark Hamilton, and Councilmember Randy McKibbin were absent.

Councilmember Rackley moved to excuse Councilmembers Hamilton and McKibbin. Councilmember Watson seconded the motion.

Motion to excuse Councilmembers Hamilton and McKibbin approved 5 – 0.

Staff members in attendance were City Administrator Don Morrison, City Engineer John Woodcock, Chief Financial Officer Al Juarez, Police Sergeant Tom Longtine, Assistant City Attorney Kathleen Haggard, Executive Assistant Brian Hartsell, Assistant Engineer Andrew Fonda, and Records & Information Specialist Susan Duis.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:

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.

Councilmember Rackley moved to approve motion AB12-77. Councilmember Watson seconded the motion.

Motion AB12-77 approved 5 – 2.

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.
Councilmember Rackley moved to approve motion AB12-84. Councilmember Lewis seconded the motion.

Motion AB12-84 approved 5 – 0.

3. Presentations:
   
a. AB12-66 – Presentation of Stormwater Pollution Prevention Program and Art Contest Awards.

   Assistant Engineer Andrew Fonda welcomed the student artists and their family members to the 2012 art contest award ceremony. He explained the City’s National Pollutant Discharge Elimination System (NPDES) program, which aims to protect and restore water quality. The City wanted to involve local schoolchildren in the program, and read about a city in Delaware that ran an art contest. Mr. Fonda thanked local art teachers Melissa Deckman and Jessica Emery for their participation and support of the program. Deputy Mayor Swatman presented awards to the students whose artwork was selected by Councilmembers to appear in the 2013 stormwater calendar.

   At 7:15 p.m., Deputy Mayor Swatman called for a five-minute recess. The meeting returned to order at 7:23 p.m.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

   Chelsea Crawford, Bonney Lake, said she is a member of the Family, Career and Community Leaders of America (FCCLA) student organization. She told the Council about an upcoming silent auction and dinner on June 2, 2012 at the Midtown Grill in Bonney Lake. The FCCLA culinary team will help prepare and serve food. Funds raised at the event will help pay for 10 students to attend the FCCLA national competition in Orlando, Florida. She thanked the Council for their time and support. Councilmember Lewis said he and Mayor Johnson plan to attend this event; Councilmember Watson said he also plans to attend.

   Shawn Hoey, Master Builder Association of Pierce County, addressed proposed Ordinance D12-75. He said he sent a letter to the Council via email and provided printed copies at the meeting. He said the MBA recommends the Council set School Impact Fees at $3,005. He said this is the amount recommended by the Sumner School District, and is the same rate that Pierce County and the City of Sumner have set, which provides consistency. He noted that enrollments have dropped in recent years, and reminded the Council of the information Dr. Elliot Eisenberg presented to the Council in February.

   Councilmember Rackley said he is reluctant to lower the fee and transfer costs, but would support a lower fee if the School District requests it.
Mary Urback, Sumner School District, said the Sumner School District appreciates the Council taking action to correct the School Impact Fee. She said the fee approved earlier in the year was incorrect due to errors and missing data in the district’s capital facilities plan. She said the error was corrected in December 2011. She explained that the district’s estimates are based on actual numbers for developments in the area, not hypothetical numbers of children per household. She said the Sumner School District is aware of the economic times, and it is important to ensure continued growth and to be vigilant about impact fees. She said Sumner School District is willing to be consistent with Pierce County to set the same impact fee as other jurisdictions.

Deputy Mayor Swatman noted that two people had signed up to speak on Ordinance 1428, and asked if they had done so in error. Tyler McCarthy and Chelsea Crawford spoke from the audience, and said they did not intend to speak on this item; they only intended to speak during citizen comments.

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, with Councilmember Lewis and Councilmember Watson attending in place of the councilmembers who are absent. He said the temporary summer positions are mostly filled at this date. The committee forwarded a grant application for Council action, and reviewed meeting notes. The committee plans to forward discussion of fees for a new Public Works facility to a future workshop for discussion. The committee reviewed the cash versus accrual basis for accounting, and said the City is continuously looking at its processes to be more efficient.

B. **Community Development Committee:** Councilmember Rackley said the committee met on May 15th and forwarded eight items to the current meeting for action to the Consent Agenda items and Community Development Committee items.

C. **Public Safety Committee:** Councilmember Watson said the committee has not met since the last Council meeting.

D. **Other Reports:**

**White River Families First Coalition:** Councilmember Lewis said he attended the Families First Coalition meeting on May 21st. They heard a presentation from State Representative Dan Roach about local issues, including transit. The coalition also presented its annual Community Champion Awards to local residents.

### IV. CONSENT AGENDA:

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.


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.

F. **AB12-70 – Resolution 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.


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.


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.**

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.**

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

**Consent Agenda approved 5 – 0.**

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

**VI. COMMUNITY DEVELOPMENT ISSUES:**

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.

Councilmember Rackley moved to approve Resolution 2210. Councilmember Lewis seconded the motion.
Councilmember Rackley said he was the lone dissenting vote for this item in committee. He said his ‘no’ vote was based on philosophical concerns about Eastown.

Resolution 2210 approved 5 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:


Councilmember Watson moved to approve Ordinance 1429. Councilmember Rackley seconded the motion.

Councilmember Minton-Davis said she had requested a change at the Workshop to make the charge for homes with fire sprinklers to be the same as 5/8” to 3/4” size meters. Councilmember Lewis agreed this was approved by Council consensus and was an oversight.

Councilmember Lewis moved to amend the proposed Ordinance as follows: “1” with Fire Sprinkler System: $16.69-$14.00”. Councilmember Rackley seconded the motion.

Motion to amend Ordinance 1429 approved 5 – 0.

Councilmember Watson said he is in favor of this rate reduction and passing savings along to citizens. City Administrator Morrison said he had made Councilmember Minton-Davis’ requested change on the ordinance master copy but it was not put in the packet in error.

Ordinance 1429 approved as amended 5 – 0.


Councilmember Watson moved to approve Ordinance 1430. Councilmember Lewis seconded the motion.

Ordinance 1430 approved 5 – 0.


Councilmember Lewis moved to approve Ordinance 1431. Councilmember Rackley seconded the motion.
Councilmember Watson moved to amend section 19.08.120 of the proposed ordinance as follows: “Single-family - detached (including manufactured homes and mobile homes on individual lots) - $4,448 $3,005.” Councilmember Minton-Davis seconded the motion.

Councilmember Rackley moved to table the proposed ordinance to the next Workshop for discussion. Seeing no second the motion died for lack of a second.

Motion to amend Ordinance 1431 approved 4 – 1.
Councilmember Rackley voted no.

Councilmember Lewis said he reviewed the Sumner School District Capital Improvement Plan (CIP), and the district recommends a fee of $3,005. He said the Council discussed ways to reduce fees to encourage development at its retreat in September 2011. He said the School Impact Fee was lowered from $2,700 to $1,300 due to a miscommunication, and needs to be raised back up. He said he works in and supports the school district, and would like to raise fees higher, but now is not the time.

Councilmember Rackley said he supports the proposed ordinance, but suggested the item be tabled until the full Council could discuss the lower fee. Councilmember Minton-Davis said she understands that Mayor Johnson wants to support the School District, but she also supports the $3,005 fee level. Deputy Mayor Swatman said he supports whatever fee the School District supports, and representatives have told the Council that $3,005 is an acceptable fee. Councilmember Watson said he also fully supports the school district.

Ordinance 1431 approved as amended 5 – 0.

IX. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(1)(b), the Council adjourned to an Executive Session with the City Attorney at 7:55 p.m. for 10 minutes to discuss property acquisition. The Council returned to Chambers at 8:06 p.m. No action was taken.

X. ADJOURNMENT:

At 8:06 p.m., Councilmember Rackley moved to adjourn the Council Meeting.
Councilmember Lewis seconded the motion.

Motion to adjourn approved 5 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the May 22, 2012 Meeting:
- Chelsea Crawford – FCCLA Leadership Dinner & Auction – BLHS Student.
- Shawn Hoey – Letter re: Ordinance D12-75 – MBA of Pierce County.
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 5:32 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, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Interim Police Chief Dana Powers, Development Review Engineer Cole Elliott, Administrative Services Director/City Clerk Harwood Edvalson, Assistant City Attorney Kathleen Haggard, and Records & Information Specialist Susan Duis.

III. AGENDA ITEMS:

A. Council Open Discussion:

City Fees: Councilmember Watson said he received a call from a citizen who said all the City fees are too high. He told the citizen the Council is working on ways to reduce fees.

Events: Councilmember Watson said Senior Services Assistant Staci Guirsch is leaving the City and the Senior Center is holding a going away open house for her on June 6th.

Councilmember Watson said the Bonney Lake Lions is holding a kickoff party for Don Stevenson’s fundraising walk on June 7th at Auburn City Hall. Also on June 7th the Communities for Families meets at Sumner School District at 3:00 p.m. He said he plans to attend a tour of the Good Samaritan Foundation on June 13th.

ICSC Conference: Mayor Johnson said he, Councilmember McKibbin and Community Development Director Vodopich attended the International Council of Shopping Centers conference in May. He said he plans to provide a report to the Council soon. He said it was a beneficial trip and provided him with information and ideas, including ways to partner with other agencies and developers.

Meeting with Senator Cantwell: Mayor Johnson said he met with U.S. Senator Maria Cantwell, along with City Administrator Morrison and Executive Assistant Brian Hartsell. They discussed issues including transportation, recreation facilities, and the proposed veteran’s memorial. He said he plans to get the Bonney Lake Veterans Memorial Committee in contact with the Senator’s office to discuss options. Mayor Johnson said he plans to meet with Senator Patty Murray soon, and will probably receive invitations from other representatives this election season.
BLHS Traffic Signal: Councilmember Lewis said the new traffic signal is being installed near Bonney Lake High School. He said it is causing some delays for buses, but will be good for kids traveling in the area this summer and during the school year.

B. Recognition: Presentation of Athletic and Academic Awards to Students from Bonney Lake, Sumner, and White River High Schools.

Mayor Johnson read aloud the names of students from area high schools who achieved high academic and athletic marks during the 2011-2012 school year. He presented certificates to the students who were in attendance. He said he asked for names from Sumner, Bonney Lake, and White River high schools, as students living in Bonney Lake attend all three schools. He congratulated the students, and said he plans to continue this yearly recognition to highlight the achievements of local students in the community.


Councilmember Lewis noted a typographical error in the May 8th minutes. The minutes were forwarded to the June 12, 2012 Meeting for action as corrected.

D. Discussion: AB12-53 – Ordinance D12-53 – Amendment of BLMC Related to Civil Permitting.

Community Development Director Vodopich introduced Development Review Engineer Cole Elliott. Mr. Elliott said when he joined the City he was asked to clarify the civil code and process. He said the proposed ordinance ensures the City complies with the Growth Management Act and describes the civil permitting process from start to finish, including the criteria and paperwork required to close out a project. The proposed ordinance also clears up two issues he discovered in the code since he joined the City 18 months ago. He said the current code is not clear on the requirements and departmental responsibilities for several issues, including connections to the sewer system, grease interceptors, and sprinkler system connections. He said Public Works started a program to track septic conversions, but the process has not been consistent in the past. He said the proposed ordinance assigns responsibility for these items to his position, to ensure inspections are completed and the appropriate paperwork is submitted. Councilmember Lewis commended Mr. Elliott for his approach to find and solve issues in the City’s code.

Councilmember Hamilton asked how the City follows up on homes that have septic systems and are required to connect to City sewer when the property is sold. Director Grigsby said when sewer is installed within 250’ of a property, the City sends a letter to the property owner stating that when they sell the property (or if the septic fails), they must connect to sewer. The City files a copy of this letter with Pierce County, which appears on a title search so the buyer and seller are aware of the requirement and fee.

Deputy Mayor Swatman noted that the proposed ordinance originated from staff recommendations and the Planning Commission also reviewed it. He asked what the rationale is for doubling fees when the appropriate permit is not submitted. He said the City wants to ensure people follow the proper process, not to punish them for making a mistake. Director Vodopich said this penalty is consistent with fees in the building code. He said the language could be removed if the Council wished.
Mr. Elliot said he set the proposed fees at $500 for inside City limits and $1,000 outside City limits. He said $500 is the lowest fee set by other portions of the permitting code and is reasonable based on the actual staff time and costs required to review, inspect, issue permits, and close out projects. Councilmembers discussed the proposed fees. Several Councilmembers said they would support lower fees. Deputy Mayor Swatman said the City charges no fees for these items currently; he suggested the proposed fees be cut in half ($250 and $500). Council consensus was to reduce the proposed fees by half.

Councilmember Minton-Davis asked why fees for areas outside city limits are charged double. Mr. Elliott said locations that require inspections outside City limits can be fairly far away, such as the Lakeland development near Auburn. He said fees in other parts of the permit code are also double for sites outside the City limits. He said his next project will be to look at all City permit fees and evaluate whether they are reasonable or should be raised or lowered.

Deputy Mayor Swatman requested that Section 4. (BLMC 15.20.120) be revised to remove the phrase “in writing”. He said it could cause confusion if the City moves to electronic permit applications in the future. Assistant City Attorney Haggard said ‘writing’ can include online or electronic permits, but agreed the phrase is redundant and could be removed. Consensus of the Council was to forward the proposed ordinance to the June 12th meeting with the suggested amendments.

IV. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(1)(b), the Council adjourned to an Executive Session with the City Attorney at 6:23 p.m. for 5 minutes to discuss property acquisition. The Council returned to chambers at 6:32 p.m. No action was taken.

V. ADJOURNMENT:

At 6:32 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 June 5, 2012 Workshop:

- List of Academic & Athletic Award Recognition Recipients – City of Bonney Lake.
I. CALL TO ORDER – Deputy Mayor Swatman called the meeting to order at 7:02 p.m.

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

B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Deputy Mayor Dan Swatman, elected officials attending were Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Jim Rackley, and Councilmember Tom Watson. Councilmember Katrina Minton-Davis arrived at 7:08 p.m. Mayor Neil Johnson, Jr. was absent, as he was attending his daughter’s high school graduation.

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:
   2. Appointments:
   3. Presentations:
      a. Presentation of Award: Purple Heart to Detective Ryan Boyle.

Deputy Mayor Swatman said this item has been postponed, as the Police Department plans to hold a group recognition ceremony once per year in November.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

Ray Helgath, 8205 181st Ave E, Bonney Lake, asked the Council to forgive his $3,000 water bill. He said they had a broken water pipe, but the house was empty when the City placed a notice on the side door. They eventually found and fixed the leak, but received a very high bill. He said he has put in low-flow toilets and in-ground sprinklers to make the
property more efficient. He said the nearly $3,000 bill is too much for him to manage and asked for assistance. Chief Financial Officer Juarez said he would get more information and meet with Mr. Helgath to discuss the options.

Andrew Lear, 17109 114th St E, Bonney Lake, spoke on behalf of the Beautify Bonney Lake Board and as the board’s former chair. He said BBL wanted to recognize Randy McKibbin’s service to BBL since 2004, when the group first started. He said Councilmember McKibbin has provided great ideas and has done a lot on behalf of the organization.

Lillian McGinnis, 11002 203rd Ave E, Bonney Lake, is the Executive Director of BBL and Councilmember McKibbin has served on the logistics committee and helped with long range planning. She thanked Councilmember Tom Watson for designing a plaque, which she presented to Councilmember McKibbin for his 8 years of service as a charter member.

David Bowen, 22523 SR 410 E, Bonney Lake, spoke on behalf of the Eastown Sewer Development Association LLC, as Roger Watt was unable to attend the Meeting. He said the group has gathered the over $201,000 needed for the latecomer agreement fee to move the Eastown sewer project to the next step.

Deputy Mayor Swatman asked about the status of easements for the project. Mr. Bowen said he has waited to sign over the easement on his property, but he plans to turn it in very soon and asked the Council to have faith that he would do so. Councilmember Rackley said the Council needs to have all the easements and the latecomer fee in hand before it will move forward. Mr. Bowen said he has refused to sign paperwork in defense of the Taheri family, who own property to the East of his property. He said the Taheri family has been very poorly treated by the City, and not allowed to develop the property on septic as the County had previously authorized. He said the Taheris will still not have sewer service after the Eastown sewer project.

Public Works Director Grigsby said he met with Eastown property owners about six weeks prior and the LLC asked the City not to move forward until the group had secured the required funds. Once the City approves the latecomer agreement, the LLC has 30 days to present the fee. He said the Council has said in the past that they will not move the project forward until all the easements are received. He said he now has all the easements except for one across Mr. Bowen’s property and one for the Compass Pointe property. He confirmed that if other parcels do not develop, the Taheri family would have to construct their own line to 96th if they cannot connect across the Compass Pointe property. He said the latecomer agreement will next be discussed at a Council workshop, then scheduled for a public hearing, and finally acted on at a future Council meeting. Deputy Mayor Swatman said he believes Mr. Bowen is honorable and will submit the easement. Mr. Bowen thanked the Council for their time.

Dan Decker, 20401 70th St E, Bonney Lake, said the road name of Sumner Buckley Hwy was changed a month ago but there are still signs on SR 410 that have not been changed. He said another sign at the bottom of the hill reads “Meyers” instead of “Myers”, and has been incorrect for years. He said he hopes the City will work to get these signs replaced. He added that the old Sumner to Buckley highway was around long before Bonney Lake was founded, which is why Bonney Lake was not in the road name. He said the Council should think harder next time before changing a road name. He said the veterans memorial should be located in a more appropriate area.
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 reviewed meeting notes, forwarded an agreement with the Sumner School District for the Sumner Family Center for action at the next meeting. The committee reviewed a grant application to extend pedestrian and bike routes on SR 410 from Angeline Rd over the bridge. They also discussed accounting methods and the ongoing utility cost allocation review. He said the Senior Center has raised $21,000 toward a new van. The City received notification of 2013 health benefit cost increases. CFO Juarez said AWC sent preliminary estimates including a 10% increase for Regence insurance, a 15% increase for Group Health, and minimal to no increases for dental, vision, Employee Assistance Program, and long-term insurance. Councilmember Rackley said he read a news story about insurance companies sitting on large cash reserves, and said he hopes the City can negotiate on fees. Deputy Mayor Swatman said the City gets its insurance through the Association of Washington Cities, which negotiates on behalf of member cities.

B. Community Development Committee: Councilmember Rackley said the committee met on June 5th at 4:00 p.m., and forwarded eight items to the Consent Agenda and two items to Community Development Committee Issues.

C. Public Safety Committee: Councilmember Hamilton said the committee met on June 4th and discussed citizen concerns about speeding on 195th Ave E and on 70th and 71st St at Church Lake Dr. He said there has been a large increase in traffic on Vandermark Rd. He said the school district has offered to pay half the cost for a school bus stop warning sign on 182nd, and the City will pay the other half. The committee is checking to find out if residents can place signs on their own property, such as deaf child signs. He said Councilmember Rackley reported there are few life jackets at Allan Yorke Park, and the Fire Chief plans to check on this issue. Interim Police Chief Powers provided an update on the proposed traffic school program, and the use of the Reed Property for police and SWAT training. She also reported that the department has three public information officers (PIOs) who provide information to the public during emergency situations.

D. Other Reports:

Communities for Families: Councilmember Watson said he attended the Communities for Families meeting on June 7th with Councilmember Lewis and Special Events Coordinator David Wells. Mr. Wells discussed summer events, and the group also discussed the Music on Main events in Sumner, the Pierce County Library summer reading program, and program to prevent human trafficking in Pierce County.

Park Board: Councilmember Watson said he attended the June 11th meeting, where new member Terry Reed was introduced. The board discussed options for a municipal park district, community center options, and ways to use grant funds for trail projects.

IV. CONSENT AGENDA:

B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #63667-63715 (includes wires #2020503, 20120515, 38495409) in the amount of $142,416.72. Accounts Payable checks/vouchers #63716-63727 in the amount of $600.00. Accounts Payable checks/vouchers #63728-63775 in the amount of $99,968.37. Accounts Payable checks/vouchers #63776-63787 in the amount of $50,818.00. Accounts Payable wires #9354991, 202120517 in the amount of $77,540.87. Accounts Payable checks/vouchers # 63788-63813 in the amount of $58,270.13. Accounts Payable checks/vouchers #63814-63817 in the amount of $4,977.16.

C. Approval of Payroll: Payroll for May 16-31st, 2012 for checks 30489-30517 including Direct Deposits and Electronic Transfers in the amount of $640,755.71.


E. AB12-85 – Resolution 2211 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water And Sewer Developer Extension Agreement With Builders Of America LLC For The Orchard Grove II Plat.

F. AB12-88 – Resolution 2213 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Service Agreement Amendment With Parametrix Consultants For The Safe Routes (Fennel Creek) Trail.


I. AB12-92 – Resolution 2217 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Supplemental Agreement With Bruce Dees & Associates To Complete Additional Services For The Safe Routes (Fennel Creek) Trail.


K. AB12-82 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Lift Station 17 Flow Meter And Fuel Tank Replacement Project With Stouder General Construction, LLC.

Councilmember Lewis requested that Item H., Resolution 2216, be moved to Full Council Issues as Item B.
Councilmember Watson moved to approve the Consent Agenda as amended. Councilmember Lewis seconded the motion.

Consent Agenda approved as amended 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT ISSUES:

A. **AB12-86 – Resolution 2212** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Sewer Trunk Line Improvement – Myers Road To Main Street Construction Contract To Insituform Technologies.

   Councilmember Rackley moved to approve Resolution 2212. Councilmember Lewis seconded the motion.

   Councilmember Minton-Davis said she voted against this item on the CDC committee. She said the Council has discussed sewer fees in depth recently. She said though this project is funded by a loan, the debt service for the loan comes from the sewer fund. She said it is not possible to know what portion of the loan service is paid for by sewer fees versus SDCs, which is why she opposes the proposed project.

   Resolution 2212 approved 5 – 2. Councilmembers Minton-Davis and Watson voted no.

B. **AB12-89 – Resolution 2214** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With KPG Inc. For Design Of The Allan Yorke Park Dike 13 Project.

   Councilmember Rackley moved to approve Resolution 2214. Councilmember Lewis seconded the motion.

   Resolution 2214 approved 7 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:


   Councilmember Lewis moved to approve motion AB12-94. Councilmember Watson seconded the motion.

   Deputy Mayor Swatman said the full council plans to attend the Association of Washington Cities conference and will be unable to attend the workshop.
Motion AB12-94 approved 7 – 0.


Councilmember Rackley moved to approve Resolution 2216. Councilmember Watson seconded the motion.

Councilmember Lewis said his homeowners association was very unhappy with the chip seal job done in 2011. He said the same company won the contract this year, and he wants assurances that this year’s job would be of better quality. He said there was a lot of very sharp gravel that came loose, and a year later there are already patches where the chip seal has worn away. He said the City should also let residents know what to expect and how they should deal with their roads after the chip seal is complete.

Director Grigsby said the City swept the streets more than usual after last year’s project. He said the City has a process to notify residents of the upcoming chip seal and seal coat project areas, but he would be happy to host an open meeting for residents as well. He said the entire project usually takes about a week to complete. Councilmember Lewis reiterated that the City should let residents know they should drive on the roads after the project is complete, and not to avoid driving.

Resolution 2216 approved 7 – 0.

IX. **EXECUTIVE SESSION:** None.

X. **ADJOURNMENT:**

At 7:59 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the June 12, 2012 Meeting: **None.**
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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**Agenda Subject:** Transportation Plan Update

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Professional Services Agreement With Carr-Shea-Jewell To Update The Transportation Element Of The Comprehensive Plan...

**Administrative Recommendation:** Approve

**Background Summary:** The City sent an RFQ to more than a dozen planning/engineering firms who specialize in transportation plans. The City interviewed 4 firms. The panel consisted of Don Morrison, John Woodcock, John Vodopich, and Heather Stinson. The panel recommends that Shea-Carr-Jewell be retained to update the comprehensive plan. This firm is familiar with Bonney Lake and has done TIA studies as well as transportation design studies for the City. It is anticipated that this will be the first of two contracts. This first one to update the Transportation Plan, and a second contract the 1st quarter of next year to update the TIF and concurrency program.

**Attachments:** Resolution, Profession Services Agreement, Scope of Work, Labor Estimate

**Budget Information**

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**Budget Explanation:**

**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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RESOLUTION NO. 2224

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH SHEA-CARR-JEWELL TO UPDATE THE TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign an Agreement between the City of Bonney Lake and Shea-Carr-Jewell, attached hereto and incorporated herein by this reference, to update the Transportation Plan of the City.

PASSED BY THE CITY COUNCIL THIS 10TH DAY OF JULY, 2012.

______________________________
Neil Johnson, Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 10th day of July, 2012, by and between the City of Bonney Lake ("City") and Shea-Carr-Jewell, Inc. ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A-1 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 A-2, 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-1) shall not exceed the fee/hour estimate set out in Exhibit A-2 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 any 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. 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 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. 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-1.

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, B, and C 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 authorize Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

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

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

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

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

12. **Indemnification / Hold Harmless.**

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

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

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

4. **Professional Liability Insurance** appropriate to the project.

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: ____________________________
   Shea-Carr-Jewell, Inc.

Attachments:

Exhibit A-1
Exhibit A-2
EXHIBIT A-1

SCOPE OF WORK

Transportation Element Update
Bonney Lake, WA

Prepared for: City of Bonney Lake
Don Morrison, City Administrator

Prepared by: Shea Carr Jewell, Inc.
Perry Shea, PE, Principal
Eric Johnston, PE, Associate Principal

Date prepared: June 13, 2012

Project Understanding

Over the last 20 years, the City of Bonney Lake experienced significant residential growth in the incorporated city limits as well as the surrounding unincorporated areas of Pierce County, and rapid commercial development along the SR 410 corridor. Even with the economic slow-down the last few years, the City must address previous growth that threatened to overwhelm the transportation system and plan for anticipated future growth.

The City is currently operating under provisional approval by Puget Sound Regional Council (PSRC) of the current transportation plan. PSRC has identified deficiencies that need to be corrected prior to them granting full certification of the City’s Comprehensive Plan.

Shea Carr Jewell will provide professional transportation planning and engineering services to assist the City of Bonney Lake in updating the Transportation Element of the Comprehensive Plan. The work will include refinements to the travel demand traffic model of the City’s transportation network, updating the transportation project list of the City’s Transportation Plan and Capital Facilities Plan (CFP), and assisting the City with adoption of the Transportation Element Update.
Phase 1 – Travel Demand Model Update

Updating the Transportation Element of the Comprehensive Plan will require major refinements and enhancements to the Travel Demand Model to prepare future traffic volume estimates. The model will be calibrated to current conditions (2012). The 2040 traffic forecasts will be based on projected households and employment for the area as defined by current OFM forecasts and City-wide allocations obtained from the Puget Sound Regional Council (PSRC).

Task 1 – Base Year Update and Validation

1.1 Identify areas where additional zonal resolution or roadway connectivity detail is needed.
1.2 Identify and include recent roadway and intersection improvements that are currently not in the model.
1.3 Coordinate with PSRC and Pierce County to collect current existing employment and household data. Provide guidance to Bonney Lake staff in the process of allocating the current land-use totals to the Bonney Lake traffic analysis zone (TAZ) structure.
1.4 Incorporate new count data into link volumes for model.
1.5 Perform PSRC model cordon to identify Bonney Lake UGA and CUGA trip interaction with the surrounding network.
1.6 Validate 2012 trip generation/trip distribution/assignment steps to arrive at base year 2012 forecast.
1.7 Develop specific model performance measures to track the correlation between modeled data and observed data to confirm an appropriate level of model accuracy.

Task 2 - Future Year 2040 Forecast

1.8 Collect regional control totals for 2040 household and employment projections from PSRC and Pierce County. Provide data to Bonney Lake staff and provide assistance in confirming or adjusting the growth projections and allocating the final 2040 projections to the Bonney Lake TAZ structure.
1.9 Collect “pipeline” development data for Bonney Lake and surrounding areas to guide the allocation of future household and employment within the Bonney Lake UGA. Confirm that TAZ’s outside the UGA and CUGA have appropriate levels of growth to reflect known pipeline development.
1.10 Identify improvements from City TIP to include in future “base” network.
1.11 Build updated future base network.
1.12 Run 2040 base model and track performance.
1.13 Track performance and continue network improvement/calibration through alternatives analysis.
1.14 Prepare technical memorandum documenting basic model assumptions.

Phase 1 Deliverables

- Travel Demand Model for City of Bonney Lake network with base year 2012 and 2040 future year traffic assignments for PM peak hour conditions.
- Technical memorandum documenting model update.

Phase 1 Assumptions

- Existing and future household and employment data will be reviewed, approved and allocated to the Bonney Lake TAZ structure by Bonney Lake staff. This scope of work reflects use of one approved land use forecast for process of base year validation and establishing the initial 2040 travel forecast. After approval, changes to the existing or future land use may require additional services.
- GIS data will be available from the City of Bonney Lake, PSRC and Pierce County.
- City staff will arrange for use of the previous City of Bonney Lake model as a base to work from. The Bonney Lake model will not be built from the ground up.
- It is predicted that 20 new intersection turning movement counts will be required for model validation. This scope of work assumes existing turning movement counts tube count data collected from Bonney Lake, WSDOT, Pierce County and King County will supplement these counts to provide sufficient count data to complete this scope of work.

Phase 2 - Transportation Element Update

2.1 Identify stakeholder groups the City would like included in the planning for the Transportation Element Update.

2.2 Collect and evaluate the City of Bonney Lake’s current transportation planning documents including Comprehensive Transportation Plan, Capital Facilities Plan, and available sub-area studies.

2.3 Prepare outline of Transportation Element Update structure, incorporating previously collected studies as applicable. Circulate outline for review and comment by City of Bonney Lake staff and PSRC.

2.4 Meet with PSRC staff to outline transportation plan update scope of work to ensure consistency and achieve PSRC certification. Ensure that the proposed Transportation Element Update adequately addresses comments in the 7/7/2011 PSRC review letter and conditions in 8/1/2011 PSRC certification letter.

2.5 Update structure and content of report.

2.6 Prepare statement of how comprehensive plan addresses VISION 2040.

2.7 Coordinate with City staff in incorporating the Introduction and Goals and Policies sections (to be prepared by the City) into the master Transportation Plan document.
2.8 Include sections in transportation plan update required for PSRC certification, including but not limited to:

- TDM strategies
- Coordination with other agencies
- Inventories for transit, cycling, walking, freight
- Air quality conformity
- ADA transition plan
- Existing and planned uses near airport
- Regulations that discourage incompatible uses

2.9 Prepare traffic analysis of existing intersections using the Synchro/SimTraffic software package. Approximately 40 intersections assumed for analysis.

2.10 Prepare future network operational assessment using travel demand forecasts identified in the previous section.

2.11 Based on the operational analysis, identify area roadways, streets and intersections that will not meet the adopted Level of Service (LOS) standard and other traffic circulation and safety criteria.

2.12 Prepare interim deliverable identifying the projected areas of travel concurrency, circulation and safety deficiency. Have a work session meeting with Bonney Lake staff to discuss and establish strategies to address predicted deficiencies. Strategies could include:

- Revising (lowering) household and/or employment projections in areas with deficiencies
- Establishing “strategy or exception areas” where concurrency levels are adopted at lower LOS thresholds
- Re-allocating household and/or employment projections moving densities from deficient areas to areas with available roadway capacity
- Adding transportation capacity through roadway widening, intersection improvements, multi-modal improvements
- Revisiting LOS/concurrency standards where infrastructure improvements would be difficult, unwanted or cost-prohibitive

2.13 Prepare up to one additional model iteration including updated household and/or employment allocations if desired by the City of Bonney Lake.

2.14 Identify system improvements (i.e., street widening, intersection upgrades, safety enhancements, signals, new connections, etc.) that will achieve the adopted LOS standard for all facilities projected to be below the adopted LOS requirement.

2.15 Identify improvement approach for the SR 410 Strategy Corridor.
2.16 Prepare model scenarios including proposed project list to reevaluate future deficiencies. This will be performed iteratively to identify the best “package” of roadway improvements. Assumes up to three iterations.

2.17 Meet with City staff to review transportation improvement project list.

2.18 Prepare new project list for inclusion into the City’s Transportation Element. Prepare programmatic construction cost estimate for each proposed improvement.

2.19 City staff will identify funding sources and implementation plan to complete all improvements on the transportation improvement project list. Include reassessment strategy to address funding shortfall.

2.20 Complete Draft Transportation Element document with text, tables and graphics.

2.21 Prepare plan review questionnaire and return to PSRC with draft Transportation Element.

2.22 Respond to PSRC recommendation on certification. Revise plan as necessary.

2.23 Produce PDF version of final plan.

2.24 Produce reproducible hard copy of final plan.

**Phase 2 Deliverable**

- PDF electronic copy of DRAFT and FINAL updated Transportation Element.
- 20 bound hard copies of DRAFT updated Transportation Element.
- 20 bound hard copies of FINAL updated Transportation Element.

**Phase 2 Assumptions**

- All transportation project costs will be prepared at a programmatic level and will not constitute a formal Engineer’s Estimate of project cost.

- No more than two iterations of future land-use allocation are assumed (one allocation in Phase 1 Task 2 and a possible additional re-allocation in Phase 2 as a strategy to address concurrency deficiencies). More than two total future land-use scenarios may require additional services.

**Phase 3 – Public Process Facilitation**

It is anticipated that the City will lead the public process effort to educate and obtain approval of the Transportation Plan. SCJ will assist with assist and provide key support through the city adoption process. Specific items of work will include the following primary tasks:

3.1 Assist staff in developing Council presentation materials.

3.2 Preparation and attendance at (2) 3-hour public meetings (one Council Study session and one Planning Commission meeting).
3.3 Review and comment on City concurrency ordinance.
3.4 Provide recommendations on enhancements to concurrency program.

Phase 3 Deliverable
- Plan graphics, tables and charts for use in Council and Planning Commission presentations.

Phase 3 Assumption
- City staff will prepare project briefings and agendas for the Council and Planning Commission meetings.

Phase 4 – Concurrency Program Development (Option)
4.1 The City of Bonney Lake may adopt an enhanced or updated concurrency management program to provide a consistent and clear methodology for new development within the city limits. The City may elect to have SCJ provide services in support of developing and maintaining this new program.
4.2 Work collaboratively with staff to identify a methodology that is consistent with State requirements and facilitates development review and approval.
4.3 Develop a tracking mechanism for calculating and recording “capacity units” for the City’s transportation system.
4.4 Document a process for staff and developers to use in seeking concurrency approval for a project.
4.5 Prepare materials for City staff to utilize in administering the concurrency program.

Phase 4 Deliverable
- Prepare tables and charts for use in managing concurrency availability.

Phase 4 Assumption
- Regular annual capacity statements will be prepared for the City based on a time and materials basis.

End of Proposal
EXHIBIT A-2

Labor Hour Estimate

Transportation Element Update
Bonney Lake, WA

Prepared for: City of Bonney Lake
Don Morrison, City Administrator

Prepared by: Shea Carr Jewell, Inc.
Perry Shea, PE, Principal
Eric Johnston, PE, Associate Principal

Date prepared: June 13, 2012

<table>
<thead>
<tr>
<th>Budget Summary</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 – Travel Demand Model Update</td>
<td>$44,210</td>
</tr>
<tr>
<td>Phase 2 – Transportation Element Update</td>
<td>$56,207</td>
</tr>
<tr>
<td>Phase 3 – Public Process Facilitation</td>
<td>$6,872</td>
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<tr>
<td>Phase 4 – Concurrency Program Development (Option)</td>
<td>$13,732</td>
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<tr>
<td>Subconsultant – Traffic Count Consultants, Inc.</td>
<td>$6,000</td>
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<tr>
<td>Expenses</td>
<td>$2,420</td>
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<td><strong>Total</strong></td>
<td><strong>$129,441</strong></td>
</tr>
<tr>
<td><strong>Total Initial Contract (Excludes Phase 4)</strong></td>
<td><strong>$115,709</strong></td>
</tr>
</tbody>
</table>
# Labor Hour Estimate

**Shea Carr Jewell**  
**Client:** City of Bonney Lake  
**Project:** Bonney Lake Transportation Element Update  
**Job #:** P597.01  
**File #:**

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Principal Engineer</th>
<th>Associate Principal</th>
<th>Senior Transportation Planner</th>
<th>Traffic Modeler</th>
<th>Traffic Analyst</th>
<th>Planner</th>
<th>Project Coord II</th>
<th>Administrative Assistant</th>
<th>Total Hours</th>
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</thead>
<tbody>
<tr>
<td><strong>Phase 1 - Travel Demand Model Update</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Identify areas where additional zonal resolution or roadway connectivity detail is needed.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.2</td>
<td>Identify and include recent roadway and intersection improvements that are currently not in the model.</td>
<td>2.0</td>
<td>4.0</td>
<td></td>
<td>16.0</td>
<td></td>
<td>2.0</td>
<td></td>
<td></td>
<td>24.0</td>
</tr>
<tr>
<td>1.3</td>
<td>Coordinate with PSRC and Pierce County to collect current existing employment and household data. Provide guidance to Bonney Lake staff in the process of allocating the current land use totals to the TAZ structure.</td>
<td>1.0</td>
<td>4.0</td>
<td></td>
<td>4.0</td>
<td></td>
<td>2.0</td>
<td></td>
<td></td>
<td>11.0</td>
</tr>
<tr>
<td>1.4</td>
<td>Incorporate new count data into link volumes for model.</td>
<td></td>
<td></td>
<td></td>
<td>2.0</td>
<td>8.0</td>
<td></td>
<td>14.0</td>
<td>2.0</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Perform PSRC model cordon to identify Bonney Lake UGA and CUGA trip interaction with the surrounding network.</td>
<td>1.0</td>
<td>1.0</td>
<td></td>
<td>14.0</td>
<td></td>
<td>8.0</td>
<td></td>
<td>2.0</td>
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<tr>
<td>1.6</td>
<td>Validate 2012 trip generation/trip distribution/assignment steps to arrive at base year 2012 forecast.</td>
<td>2.0</td>
<td>4.0</td>
<td></td>
<td>20.0</td>
<td></td>
<td>48.0</td>
<td></td>
<td>16.0</td>
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</tr>
<tr>
<td>1.7</td>
<td>Develop specific model performance measure to track the correlation between modeled data and observed data to confirm an appropriate level of model accuracy.</td>
<td>1.0</td>
<td>4.0</td>
<td></td>
<td>10.0</td>
<td></td>
<td>6.0</td>
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<tr>
<td><strong>Task 2. Future Year 2040 Forecast</strong></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.8</td>
<td>Collect regional control totals for 2040 household and employment projections from PSRC and Pierce County. Provide assistance to City staff in confirming or adjusting the growth projections and allocating the final 2040 projections to the Bonney Lake TAZ structure.</td>
<td>2.0</td>
<td>2.0</td>
<td></td>
<td>4.0</td>
<td></td>
<td>4.0</td>
<td></td>
<td>2.0</td>
<td>4.0</td>
</tr>
<tr>
<td>1.9</td>
<td>Collect pipeline development data for Bonney Lake and surrounding areas to guide the allocation of future household and employment within the UGA and CUGA.</td>
<td>1.0</td>
<td>1.0</td>
<td></td>
<td>2.0</td>
<td></td>
<td>4.0</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.10</td>
<td>Identify improvements from City TIP to include in future &quot;base&quot; network.</td>
<td>2.0</td>
<td>2.0</td>
<td></td>
<td></td>
<td></td>
<td>8.0</td>
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<td></td>
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</tr>
<tr>
<td>1.11</td>
<td>Build updated future base network.</td>
<td></td>
<td></td>
<td></td>
<td>8.0</td>
<td>16.0</td>
<td>30.0</td>
<td></td>
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</table>
# Labor Hour Estimate

## Phase 2. Transportation Element Update

<table>
<thead>
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<th>Traffic Analyst</th>
<th>Planner</th>
<th>Project Coord II</th>
<th>Administrative Assistant</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Identify stakeholder groups the city would like included in the planning for the Transportation Element Update.</td>
<td>1.0</td>
<td>2.0</td>
<td>2.0</td>
<td>5.0</td>
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<tr>
<td>2.2</td>
<td>Collect and evaluate the city's current transportation planning documents including Comprehensive Transportation Plan, Capital Facilities Plan and available subarea studies.</td>
<td>1.0</td>
<td>1.0</td>
<td>4.0</td>
<td>22.0</td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>2.3</td>
<td>Prepare outline of Transportation Element Update structure, incorporating previously collected studies as applicable. Circulate outline for review and comment by City staff and PSRC.</td>
<td>1.0</td>
<td>2.0</td>
<td>2.0</td>
<td>21.0</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.4</td>
<td>Meet with PSRC staff to outline transportation plan update scope of work to ensure consistency and achieve PSRC certification. Ensure that the proposed update adequately addresses comments in the 7/7/11 PSRC review letter and conditions in 8/1/11 PSRC certification letter.</td>
<td>4.0</td>
<td>4.0</td>
<td>8.0</td>
<td></td>
<td></td>
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<tr>
<td>2.5</td>
<td>Update structure and content of report.</td>
<td>1.0</td>
<td>4.0</td>
<td>2.0</td>
<td>31.0</td>
<td></td>
<td></td>
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<tr>
<td>2.6</td>
<td>Prepare statement of how comprehensive plan addresses VISION 2040.</td>
<td>2.0</td>
<td>4.0</td>
<td>6.0</td>
<td></td>
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</tr>
<tr>
<td>2.7</td>
<td>Coordinate with City staff in incorporating the Introduction and Goals and Policies section (to be prepared by City) into the master Transportation Plan document.</td>
<td>2.0</td>
<td>12.0</td>
<td>14.0</td>
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</tr>
</tbody>
</table>
## Labor Hour Estimate

**Shea Carr Jewell**  
**Client:** City of Bonney Lake  
**Project:** Bonney Lake Transportation Element Update  
**Job #:** P597.01  
**File #:** 

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<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.8</td>
<td>Include sections required for PSRC Certification, including but not limited to TDM Strategies, coordination with other agencies, inventories for transit, cycling, walking, freight, air quality conformity, ADA Transition Plan, existing and planned uses near airport, regulations that discourage incompatible uses.</td>
<td>4.0</td>
<td>2.0</td>
<td>8.0</td>
<td>2.0</td>
<td>16.0</td>
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<td></td>
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</tr>
<tr>
<td>2.9</td>
<td>Prepare traffic analysis of existing intersections using the Synchro/SimTraffic software. Assumes approx 40 intersections for analysis.</td>
<td>4.0</td>
<td>4.0</td>
<td>20.0</td>
<td>28.0</td>
<td></td>
<td></td>
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<tr>
<td>2.10</td>
<td>Prepare future network operational assessment using travel demand forecasts identified in previous section.</td>
<td>1.0</td>
<td>2.0</td>
<td>24.0</td>
<td>29.0</td>
<td></td>
<td></td>
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<tr>
<td>2.11</td>
<td>Based on operational analysis, identify area roadways, streets and intersections that will not meet adopted LOS standard and other circulation and safety criteria.</td>
<td>2.0</td>
<td>2.0</td>
<td>16.0</td>
<td>20.0</td>
<td></td>
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</tr>
<tr>
<td>2.12</td>
<td>Prepare interim deliverable identifying the projected areas of travel concurrency, circulation and safety deficiency. Have work session with City staff to discuss and establish strategies to address predicted deficiencies.</td>
<td>2.0</td>
<td>3.0</td>
<td>12.0</td>
<td>2.0</td>
<td>19.0</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.13</td>
<td>Prepare up to one additional model iteration including updated household and/or employment allocations if desired by City.</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>2.14</td>
<td>Identify system improvements that will achieve the adopted LOS standard for all facilities projected to be below adopted LOS.</td>
<td>2.0</td>
<td>2.0</td>
<td>6.0</td>
<td>12.0</td>
<td>22.0</td>
<td></td>
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</tr>
<tr>
<td>2.15</td>
<td>Identify improvement approach for SR 410 Strategy Corridor.</td>
<td>2.0</td>
<td>6.0</td>
<td>6.0</td>
<td>2.0</td>
<td>16.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.16</td>
<td>Prepare model scenarios including proposed project list to reevaluate future deficiencies. Assumes up to three iterations.</td>
<td>1.0</td>
<td>4.0</td>
<td>16.0</td>
<td>20.0</td>
<td>41.0</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.17</td>
<td>Meet with City staff to review transportation improvement project list.</td>
<td>2.0</td>
<td>4.0</td>
<td>2.0</td>
<td>2.0</td>
<td>10.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.18</td>
<td>Prepare new project list for inclusion into Transportation Element. Prepare programmatic construction cost estimate for each proposed improvement.</td>
<td>2.0</td>
<td>8.0</td>
<td>4.0</td>
<td>6.0</td>
<td>12.0</td>
<td>56.0</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.19</td>
<td>City staff will identify funding sources and implementation plan to complete all improvements on the transportation improvement project list. Include reassessment strategy to address funding shortfall.</td>
<td>1.0</td>
<td>1.0</td>
<td>2.0</td>
<td>4.0</td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>
## Labor Hour Estimate

**Shea Carr Jewell**  
**Client:** City of Bonney Lake  
**Project:** Bonney Lake Transportation Element Update  
**Job #:** P597.01  
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</tr>
</thead>
<tbody>
<tr>
<td>2.20</td>
<td>Complete Draft Transportation Element document with text, tables and graphics.</td>
<td>4.0</td>
<td>24.0</td>
<td>12.0</td>
<td>16.0</td>
<td>32.0</td>
<td>4.0</td>
<td>92.0</td>
<td></td>
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<tr>
<td>2.21</td>
<td>Prepare plan review questionnaire and return to PSRC with draft Transportation Element.</td>
<td>2.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.22</td>
<td>Respond to PSRC recommendation on certification. Revise plan as necessary.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.23</td>
<td>Produce PDF version of final plan.</td>
<td>1.0</td>
<td>1.0</td>
<td>2.0</td>
<td>2.0</td>
<td>1.0</td>
<td>7.0</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.24</td>
<td>Produce reproducible hard copy of final plan.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4.0</td>
<td></td>
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</tbody>
</table>

**Phase 2 Total Hours:** 19.0 83.0 66.0 132.0 142.0 4.0 7.0 477.0

**Billing Rate by category:**  
- $208.00  
- $155.00  
- $135.00  
- $110.00  
- $95.00  
- $105.00  
- $95.00  
- $70.00

**Total Labor Billing Cost Phase 2:** $3,952.00 $12,865.00 $8,910.00 $12,540.00 $14,910.00 $380.00 $490.00 $56,207.00

### Phase 3  
**Public Process Facilitation**

<table>
<thead>
<tr>
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<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Assist staff in developing Council presentation materials.</td>
<td>1.0</td>
<td>4.0</td>
<td>2.0</td>
<td>8.0</td>
<td>4.0</td>
<td>19.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Preparation and attendance at two 3-hour public meetings (one Council Study Session and one Planning Commission meeting)</td>
<td>8.0</td>
<td>12.0</td>
<td>2.0</td>
<td>4.0</td>
<td>4.0</td>
<td>30.0</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

**Phase 3 Total Hours:** 9.0 16.0 4.0 12.0 8.0 49.0

**Billing Rate by category:**  
- $208.00  
- $155.00  
- $135.00  
- $110.00  
- $95.00  
- $105.00  
- $95.00  
- $70.00

**Total Labor Billing Cost Phase 3:** $1,872.00 $2,480.00 $540.00 $1,140.00 $840.00 $6,872.00

### Phase 4  
**Concurrency Program Development (Option)**
## Labor Hour Estimate

**Shea Carr Jewell**  
**Client:** City of Bonney Lake  
**Project:** Bonney Lake Transportation Element Update  
**Job #:** P597.01  
**File #:**  

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<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Review and comment on City concurrency ordinance.</td>
<td>2.0</td>
<td>2.0</td>
<td>4.0</td>
<td>2.0</td>
<td>8.0</td>
<td></td>
<td></td>
<td></td>
<td>18.0</td>
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<tr>
<td>4.2</td>
<td>Provide recommendations on enhancements to concurrency program.</td>
<td>4.0</td>
<td>2.0</td>
<td>4.0</td>
<td>2.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12.0</td>
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<tr>
<td>4.3</td>
<td>The City may adopt an enhanced or updated concurrency management program and may elect to have SCI provide services in support of developing and maintaining this new program.</td>
<td>2.0</td>
<td>2.0</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td>4.4</td>
<td>Work collaboratively with staff to identify a methodology that is consistent with State requirements and facilitates development review and approval.</td>
<td>4.0</td>
<td>8.0</td>
<td></td>
<td></td>
<td></td>
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<td>12.0</td>
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<tr>
<td>4.5</td>
<td>Develop a tracking mechanism for calculating and recording capacity units for the City's transportation system.</td>
<td>4.0</td>
<td>8.0</td>
<td>12.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>24.0</td>
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<tr>
<td>4.6</td>
<td>Document a process for staff and developers to use in seeking concurrency approval for a project.</td>
<td>2.0</td>
<td>4.0</td>
<td>2.0</td>
<td>8.0</td>
<td>4.0</td>
<td></td>
<td></td>
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<td>20.0</td>
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<tr>
<td>4.7</td>
<td>Prepare materials for City staff to utilize in administering the concurrency program.</td>
<td>4.0</td>
<td>4.0</td>
<td>4.0</td>
<td>4.0</td>
<td></td>
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<td>12.0</td>
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**Phase 4 Total Hours:**  
- Phase 4 Total Hours: 14.0  
- Billing Rate by category:  
  - Billing Rate by category: 208.00  
  - Billing Rate by category: 155.00  
  - Billing Rate by category: 135.00  
  - Billing Rate by category: 110.00  
  - Billing Rate by category: 95.00  
  - Billing Rate by category: 105.00  
  - Billing Rate by category: 95.00  
  - Billing Rate by category: 70.00  

**Total Labor Billing Cost Phase 4:**  
- Total Labor Billing Cost Phase 4: 2912.00  
- Total Labor Billing Cost Phase 4: 4030.00  
- Total Labor Billing Cost Phase 4: 2430.00  
- Total Labor Billing Cost Phase 4: 2470.00  
- Total Labor Billing Cost Phase 4: 1890.00  
- Total Labor Billing Cost Phase 4: 13732.00  

**Total Hours All Phases:**  
- Total Hours All Phases: 47.0  
- Total Hours All Phases: 143.0  
- Total Hours All Phases: 166.0  
- Total Hours All Phases: 134.0  
- Total Hours All Phases: 304.0  
- Total Hours All Phases: 188.0  
- Total Hours All Phases: 4.0  
- Total Hours All Phases: 11.0  
- Total Hours All Phases: 991.0  

**Billing Rate by category:**  
- Billing Rate by category: 208.00  
- Billing Rate by category: 155.00  
- Billing Rate by category: 135.00  
- Billing Rate by category: 110.00  
- Billing Rate by category: 98.00  
- Billing Rate by category: 95.00  
- Billing Rate by category: 90.00  
- Billing Rate by category: 75.00  

**Total:**  
- Total: 5,776.00  
- Total: 22,165.00  
- Total: 22,410.00  
- Total: 14,740.00  
- Total: 29,792.00  
- Total: 17,860.00  
- Total: 360.00  
- Total: 825.00
**Consultant Fee Estimate**

**Shea Carr Jewell**  
Client: City of Bonney Lake  
Project: Bonney Lake Transportation Element Update  
Job #: P597.01  
File #:  

### Consultant Fee Determination

**DIRECT LABOR REVENUE**

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<tr>
<td>Associate Principal</td>
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<td>Senior Transportation Planner</td>
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<td>Administrative Assistant</td>
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Subtotal SCJ: 1,021  

**INDIRECT COSTS**

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<td>Total Subconsultant:</td>
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**Expenses:**  
Copies, Reproductions, etc (2.0% of fee)  
Mileage (# miles @$0.50 $0.555)  

Total Expenses: $2,420

**Estimated Fee:** $129,441  
Contracted Fee (Excludes Phase 4): $115,709
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

**Department/Staff Contact:** PW / John Woodcock

**Meeting/Workshop Date:** 10 July 2012

**Agenda Bill Number:** AB12-105

**Agenda Item Type:** Resolution

**Ordinance/Resolution Number:** 2225

**Councilmember Sponsor:** Randy McKibbin

**Agenda Subject:** Authorize Professional Services Agreement with KPG for Design/Survey of the Overlay of West Tapps Hwy.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Professional Services Agreement With Kpg For Design/Survey Of The Overlay Of West Tapps Hwy..

**Administrative Recommendation:**

**Background Summary:** The Public Works Department has identified the section of West Tapps Highway from the intersection of Church Lake Drive to Church Lake Road as a project in need of asphalt overlay for the 2012 construction season. The section of road is approximately 1,600 feet in length and has several survey monuments that will need to be replaced once the road overlay is complete. The estimated project construction cost is $140,000. The project will be designed by the Public Works Engineering Department using the field data provided by the KPG survey team under this contract.

**Attachments:** Resolution 2225; PSA Survey Agreement; Map

**BUDGET INFORMATION**

<table>
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<tr>
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**Budget Explanation:** 301.002.042.595.30.63.01 Street Maintenance Overlay Program

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development
Date: 3 July 2012

Chair/Councilmember Randy McKibbin
Councilmember James Rackley
Councilmember Katrina Minton-Davis

Forward to: Consent Agenda: Yes No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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

**APPROVALS**

**Director:** Dan Grigsby
**Mayor:** Neil Johnson Jr.

**Date Reviewed by City Attorney:** (if applicable):

N:\Everyone\Agenda Review\2012\7-10-12\AB12-105\AB12-105 PSA with KPG West Tapps Hwy Survey and Overlay Project.doc

Version Oct. 2010
RESOLUTION NO. 2225

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT TO KPG ENGINEERING FOR THE WEST TAPPS HIGHWAY OVERLAY AND SURVEY PROJECT.

Whereas, the City Council approved Ordinance 1373 approving the 2011–2012 Budget that provided funding for both street overlay and road reconstruction work and;

Whereas, the City has approved Ordinance 1414 adopting the Mid-biennial budget for 2012 that approved funding for the street overlay and road reconstruction work; and

Whereas, the Public Works Department has identified the section of West Tapps Highway from Church Lake Drive to Church Lake Road to be pulverized and overlaid; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS: to hereby authorize the Mayor to sign the attached agreement with KPG Engineering in the amount of $9,901.00 to survey and provide a base map for construction drawings.

PASSED by the City Council this 10th day of July, 2012.

______________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

______________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this __________ day of __________________________, 2012, by and between the City of Bonney Lake ("City") and KPG ("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: ____________________________
    [Signature]

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

City of Bonney Lake
West Tapps Overlay

KPG
Scope of Work
June 26, 2012

INTRODUCTION

The City of Bonney Lake plans to provide pavement overlay of West Tapps Highway from Church Lake Drive E. to Church Lake Road E, approximately 1,700. This scope of work covers the effort required to provide survey base mapping and survey monument perpetuation.

The following assumptions were made when preparing the scope and budget:

- KPG will provide survey base map in AutoCAD format for the City to use in designing the overlay. We will convert from AutoCAD Civil 3D format to a version that is useable by the City’s current version of AutoCAD.
- Utilities will not be mapped except as noted.
- Existing right of way and property lines will not be shown.
- Horizontal and vertical datums will be NAD 83/91 and NAVD88, respectively.

The following scope of work includes the effort to complete the above described improvements:

SCOPE OF WORK

Task 1.0 – Survey Base Mapping

This task covers the effort to create a basemap of the following features along the project limits:
- Road centerline / crown
- Edge of pavement
- Edge of gravel
- Five (5) feet behind edge of pavement at driveways
- Utility poles for reference purposes
- Iron castings within the roadway
- Survey monuments
Products:

- Electronic basemap showing existing features described above and contours at 1 foot intervals.

Task 2.0 – Survey Monument Perpetuation

KPG surveyors will recover and perpetuate monument position along a portion of West Tapps Highway described above. Based upon distances as shown on recorded plat maps, measurements will be taken to find and locate exposed and buried monuments within the above referenced corridor. This task assumes there are five (5) monuments set along this portion of West Tapps Highway. At each monument a minimum of two control points will be set outside of the proposed construction activity. These control points will be used to re-establish the position of the damaged or obliterated monument. As required by State Law, a Monument Destruction Permit will be prepared for each monument and filed with the State Department of Natural Resources (DNR). Once the construction activities have been completed, KPG surveyors will reposition the monuments from the above described reference points. Four (4) additional reference points will be set at each monument, creating 2-foot straddles at the monument position. This will allow a contractor to core the monument position and set a concrete monument with brass cap and monument case at finish grade. Surveyors will once again return to the site and use the 2-foot straddles to punch the monument position and stamp the monument with the surveyor's license number, all in accordance with State Law. In order to complete the Monument Destruction Permit, a completion report must be filed to identify what type of monument was set to perpetuate the original monument.

Assumptions

- KPG will make a search for the monument at the recorded position. If a reasonable search finds that no monument was set, KPG will not set a monument at the calculated position.
- Monuments will be perpetuated at their found position. KPG makes no warrantee of the accuracy or integrity of the position.
- Contractor is responsible for the coring and setting of the monuments and monument cases. KPG will stamp the location of the monument position.
EXHIBIT A

Schedule
Field work will commence upon notice to proceed from the City of Bonney Lake. The Monument Destruction Permit will be prepared and filed within one week of referencing the monuments.

Deliverables
• Map in AutoCAD format for use by the City in developing overlay plans.
• Monument Destruction Permits to DNR.
### Summary of Staff Labor Hours Required by Task

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<th>Design Engineer</th>
<th>Surveyor Manager</th>
<th>Project Surveyor, PLS</th>
<th>Survey Crew</th>
<th>Technician</th>
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### Other Direct Costs

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**TOTALS**

KPG Design Services Labor Total = $9,901
West Tapps Hwy Overlay

Disclaimer: 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. 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. 2012/06/19
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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<tbody>
<tr>
<td>PW / John Woodcock</td>
<td>10 July 2012</td>
<td>AB12-106</td>
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<td>Resolution</td>
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Agenda Subject: Authorize Professional Services Agreement with KPG for Design/Survey of the Overlay of Church Lake Road Overlay

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Professional Services Agreement With KPG For Design/Survey Of The Overlay Of Church Lake Road.

Administrative Recommendation:

Background Summary: The Public Works Department has secured Federal Funding for two road restoration projects for the 2013 construction season. The PW Department has identified the section of Church Lake Road from the intersection of Veterans Memorial Drive to Evergreen Way as a project in need of road pulverizing and asphalt overlay. The section of road is approximately 2,300 feet in length and has several survey monuments that will need to be replaced once the road overlay is complete. The estimated project construction cost is $187,000. The project will be designed by the Public Works Engineering Department using the field data provided by the KPG survey team under this contract.

Attachments: Resolution 2226; PSA Survey Agreement; Map

BUDGET INFORMATION

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Budget Explanation: 301.004.042.595.10.63.01 Street Maintenance Program

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development Date: 3 July 2012

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<td>Randy McKibbin</td>
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Councilmember: James Rackley
Councilmember: Katrina Minton-Davis

Forward to:

Consent Agenda: ☐ Yes ☐ No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director: Dan Grigsby
Mayor: Neil Johnson Jr.
Date Reviewed by City Attorney: (if applicable):
RESOLUTION NO. 2226

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT TO KPG ENGINEERING FOR THE CHURCH LAKE ROAD OVERLAY AND SURVEY PROJECT.

Whereas, the City Council approved Ordinance 1373 approving the 2011–2012 Budget that provided funding for both street overlay and road reconstruction work and;

Whereas, the City has approved Ordinance 1414 adopting the Mid-biennial budget for 2012 that approved funding for the street overlay and road reconstruction work; and

Whereas, the Public Works Department has identified the section of Church Lake Road from Veterans Memorial Drive to Evergreen Drive to be pulverized and overlaid; and

Whereas, the City has been awarded Federal funding to construct this project in the 2013 construction season; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS: to hereby authorize the Mayor to sign the attached agreement with KPG Engineering in the amount of $8,157.00 to survey and provide a base map for construction drawings.

PASSED by the City Council this 10th day of July, 2012.

_____________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

_____________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

_____________________________
James J. Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this __________ day of __________________________, 2012, by and between the City of Bonney Lake (“City”) and KPG (“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 exceed 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: ____________________________

Terry Wright - KPC

**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:
INTRODUCTION

The City of Bonney Lake plans to provide pavement overlay of Church Lake Road East from Sumner-Buckley Hwy E to Evergreen Drive, approximately 2,400. This scope of work covers the effort required to provide survey base mapping for a road overlay.

The following assumptions were made when preparing the scope and budget:

- KPG will provide survey base map in AutoCAD format for the City to use in designing the overlay. We will convert from AutoCAD Civil 3D format to a version that is useable by the City’s current version of AutoCAD.
- Utilities will not be mapped except as noted.
- Existing right of way and property lines will not be shown.
- Horizontal and vertical datums will be NAD 83/91 and NAVD88, respectively.

The following scope of work includes the effort to complete the above described improvements:

SCOPE OF WORK

Task 1.0 – Survey Base Mapping

This task covers the effort to create a basemap of the following features along the project limits:

- Road centerline / crown
- Edge of pavement
- Edge of gravel
- Five (5) feet behind edge of pavement at driveways
- Utility poles for reference purposes
- Iron castings within the roadway
EXHIBIT A

Products:

- Electronic basemap showing existing features described above and contours at 1 foot intervals.
EXHIBIT B: RATES
## SUMMARY OF STAFF LABOR HOURS REQUIRED BY TASK

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### OTHER DIRECT COSTS

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**TOTALS**

KPG DESIGN SERVICES LABOR TOTAL = **$8,157**
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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**Agenda Subject:** Consideration of Possible Council Workshop Cancellation - August 7, 2012

**Full Title/Motion:** A Motion Of The Bonney Lake City Council Canceling The August 7, 2012 Council Workshop To Allow For Participation In National Night Out Against Crime Celebrations.

**Administrative Recommendation:** Discuss and provide direction.

**Background Summary:** National Night Out Against Crime is scheduled to be observed the evening of Tuesday, August 7th. National Night Out has fallen on the first workshop of August for the past several years, and the Council has typically canceled their workshop to allow Councilmembers and staff to participate. The Administration seeks Council direction on whether or not to place this motion on the next regular Council meetings agenda for action.

**Attachments:** NNO Flyer

**BUDGET INFORMATION**

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**Budget Explanation:** There are no significant budget impact from this discussion.

**COMMITTEE, BOARD & COMMISSION REVIEW**

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Forward to: Consent Agenda: Yes No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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**APPROVALS**

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(if applicable):