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:
      2. Appointments: None.
      3. Presentations: None.
   D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:
   A. Public Hearings: None.
   B. Citizen Comments:
      You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the “Consent Agenda” should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.
   C. Correspondence

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

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

#### A. Approval of Minutes: September 18, 2012 Workshop and September 25, 2012 Meeting.

#### B. Approval of Accounts Payable and Utility Refund Checks/Vouchers:

- Accounts Payable checks/vouchers #64575 in the amount of $3,197.00.
- Accounts Payable checks/vouchers #64576-64632 in the amount of $190,393.32.
- Accounts Payable checks/vouchers #64633-64669 (including wire transfers 9935887 & 20120917) in the amount of $103,273.92.
- Accounts Payable checks/vouchers #64670-64702 in the amount of $716,019.67.

#### C. Approval of Payroll: Payroll for September 16th-30th, 2012 for checks #30707-30735 including Direct Deposits and Electronic Transfers in the amount of $671,211.15.

#### D. AB12-129 – Resolution 2242 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The SR 410/Main Street Improvements Project To Icon Materials, Inc.


#### F. AB12-136 – Resolution 2245 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizes An Amendment To The Professional Service Agreement With Shea, Carr, Jewell Engineering For The SR 410 – Main Street/Sky Island Blvd Intersection Improvement Project.


### V. FINANCE COMMITTEE ISSUES:

#### A. AB12-114 – Resolution 2231 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Increase The Salary And Benefits Of The Community Development Director.

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

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

### VIII. FULL COUNCIL ISSUES:

#### A. AB12-133 – Ordinance D12-133 – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 2.08.080(B) Of The
Bonney Lake Municipal Code And Section One Of Ordinance No. No. 1399 Relating To Police Position Exempt From Civil Service.


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**
PROCLAMATION

In Recognition of Domestic Violence Awareness Month  
~~ October 2012 ~~

WHEREAS, domestic violence is a confrontation between family or household members involving physical harm, harassment, sexual assault, or reasonable fear of physical harm; and

WHEREAS, domestic violence affects individuals in our community, regardless of age, gender, economic status, race, religion, nationality or educational background; and

WHEREAS, domestic violence follows a pattern of assault that deprives the abused of their dignity, safety, security, and freedom; and

WHEREAS, children who grow up in violent homes see, hear and feel the abuse and neglect and frequently grownup to become abusers or the abused; and

WHEREAS, the City of Bonney Lake has been proactive in its public outreach efforts to stop the spread of domestic violence; and

WHEREAS, Domestic Violence Awareness Month is a time to reflect on the responsibilities of communities and citizens to build healthy, thriving families free from the threat of violence;

NOW, THEREFORE, be it proclaimed that the City of Bonney Lake declares October 2012 as Domestic Violence Awareness Month and encourages all citizens to stand against domestic violence in our community.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Bonney Lake to be affixed this 9th day of October, 2012.

_____________________________
Neil Johnson, Jr., Mayor
Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson called the workshop to order at 5:32 p.m.

II. ROLL CALL:
Administrative Services Director/City Clerk Harwood Edvalson called the roll. Elected officials attending were Mayor Neil Johnson, 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, Assistant City Attorney Jeff Ganson, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist II Renee Cameron.

III. AGENDA ITEMS:

A. Council Open Discussion:

Pierce County Flood Control Zone Advisory Committee: Mayor Johnson gave an update regarding the Pierce County Flood Control Zone Advisory Committee. He said he attended a meeting on September 17th where the committee adopted rules and discussed different budget scenarios, assessments, and the different entities and their assessments. He said many cities that are not affected by the rivers want the assessments to be staggered. The Committee needs to have a recommendation to the Pierce County Council at the beginning of November and he believes the Committee will recommend a staggered assessment. He said a 10% opportunity fund is available, which would be approximately $80,000 for Bonney Lake. He said the cities did agree to send current stormwater utility funding information to the Committee so the Committee can get a sense on what is currently being spent on stormwater. He said the Committee is considering advising the Pierce County Council to wait a year for the recommendation so the Committee can advise appropriately.

Councilmember Rackley said he thinks the Committee should consider sewer development charges or impact fees for new construction in the flood zone to generate additional income for the flood zone. Mayor Johnson said if the County keeps allowing development to occur in flood prone areas then the County should be accountable for it. He said if the Committee suggested land use designation changes to flood control zones then the County would not be able to permit redevelopment if a flood occurs in that area. Councilmember McKibbin spoke in favor of the idea. Councilmember Lewis said certain cities should get a higher rebate than others, as the Council previously discussed. Mayor Johnson discussed the different fees assessed including the stormwater charge and the fire department connection (FDC) charge assessed to properties and how much of the opportunity fund would help to reduce rates. Councilmember Hamilton said the flood control legislature was put in place by the legislature in 1902, before people were aware of the sensitivity of the environment. He said he is curious if all of the developments that
pay stormwater fees and FDC fees are paying a double taxation, and if so, what do those funds get used for. Councilmember Lewis agreed that if a property owner develops and pays for a stormwater system which does not flood their neighbor, then they should not be charged for the stormwater and FDC fees. Mayor Johnson said he will continue to provide monthly Committee updates to the Council.

**Beautify Bonney Lake:** Councilmember Watson thanked everyone who participated in Beautify Bonney Lake, which had over 600 volunteers. He said everyone did a great job. Council especially noted what a great job the Bonney Lake football players did, and how well-managed they were by their coach.

**Take the Plunge Against Domestic Violence:** Councilmember Watson reminded all about the opportunity to participate in the 3rd annual fundraising and community education Take the Plunge Against Domestic Violence event to be held on Saturday, October 27th from 8:30 a.m. until Noon at Allan Yorke Parke. The event is a unique opportunity for individuals, organizations and businesses to support homeless families affected by domestic violence by jumping, walking, or splashing into the waters of Lake Tapps. Many of the Councilmembers said they plan to participate.

**Local Drug Infiltration:** Councilmember Watson asked Interim Police Chief Powers about the drugs infiltrating the City, especially heroin. Interim Chief Powers said there has been a noticeable increase in usage of heroin and bath salts which is very concerning. She said meth and marijuana use are still abundant, and she said the Police Department, detectives and DEA are well aware of the increased presence in all of the drugs and are working diligently to reduce the presence and risks associated with its usage.

**Eastown:** Councilmember Watson inquired about any updates regarding Eastown. Deputy Mayor Swatman said the Eastown LLC property owners had a meeting and they would be interested in partnering with the City in the $2 million sewer extension project. He said the City is also looking at the overlay surcharge for sewer development charges. City Administrator Morrison said the City Attorney is researching a legally defensible approach for such a charge. Deputy Mayor Swatman said this gives the City at least two options regarding sewer development charges that the City is looking at, and possibly another option if the Council is willing to consider it.

**Red Robin Development:** Mayor Johnson said the City is working with Red Robin Restaurants regarding their interest in coming to Bonney Lake and has been talking with Master Builders Association staff about doing some research regarding economic development incentives and making sure all of the criteria is legal and that any developers that applied for an incentive are guided appropriately. Councilmember Watson inquired about development behind Target. Community Development Director Vodopich said there has not been any new information regarding Red Robin.

**Public Safety Open House:** Councilmember Hamilton reminded everyone that the Public Safety Open House hosted by East Pierce County Fire & Rescue will be held on Saturday, September 29th from 1:00 p.m. to 4:00 p.m. at the Public Safety Building, located at 18421 Old Buckley Highway East.

**Naches Trail Tour:** Councilmember Hamilton said he plans to attend the tour of the Naches Trail that the Greater Bonney Lake Historical Society is hosting. He said the history of the trail will be given and the different phases of use of the trail. He said the
tour will be on Saturday, September 29, 2012 at 1:00 p.m. and will start at the Foothills Museum in Buckley, located at 130 N River Avenue, in Buckley, WA.

Milotte Wildlife Film Festival: Councilmember Hamilton reminded everyone about the October 20, 2012 Milotte Wildlife Film Festival, to be held at the Justice Center from 11:00 a.m. to 4:00 p.m. During the film festival the Greater Bonney Lake Historical Society will be showing three Disney films created by Alfred and Emma Milotte, and will discuss the history of their films, their relationship with Disney, and their legacy. Councilmember Hamilton said some of the Milotte’s filming equipment collection will be available for viewing. He said that the film “Seal Island” was the very first film done for Disney which won an Academy Award. He said the event is open to the general public and admission is free; however, donations are welcome. He said the Relay for Life team will have a small concession stand and funds will go towards their cause.

Lifeguards at Allan Yorke Park: Councilmember Hamilton said the Public Safety Committee has decided not to recommend hiring lifeguards at Allan Yorke Park. He said the Committee’s decision came down to the fact that hiring lifeguards gives a false sense of security that everyone is protected and lives will be saved. He said that he does believe that lifeguards can save lives, but, it is not a guaranteed prevention. He said the Committee wants it to be known that swimming at Allan Yorke Park is an individual’s choice and swimmers and parents need to be responsible for themselves and their actions. Mayor Johnson said Administration will support the Public Safety Committee’s recommendation. Councilmember Lewis said the best prevention is educating on a yearly basis with the schools, the community, and signage at the park. He said everyone needs to be educated and aware of the dangers of the water. Councilmember Minton-Davis asked about the effects of the decision to remove the dock. Interim Police Chief Powers said it is just a visual change, however the issue of pushing and shoving does not occur anymore. Council believe that removal of the floating dock, the new signage, education and awareness has created a safer environment at Allan Yorke Park.


The minutes were forwarded to the September 25th Meeting with no corrections.

C. Discussion: AB12-131 – Resolution 2243 – Interlocal Agreement with the Town of Eatonville for Bonney Lake to Provide Municipal Court Services.

City Administrator Morrison presented the Interlocal Agreement with the Town of Eatonville for the City of Bonney Lake to provide municipal court services to Eatonville. He said that Bonney Lake currently provides municipal court services for the Town of South Prairie, and has considered providing court for other smaller courts. The Town of Eatonville has determined that a contract with Bonney Lake for the provision of municipal court services under the Interlocal Cooperation Act would be more efficient and cost effective than providing its own facilities, materials and personnel. The Town of Eatonville has approached the City about assuming their court functions. He advised that the similar contract with South Prairie has worked well, and Court staff anticipate a seamless assumption of the Eatonville court as well. He said in 2011 Eatonville had 460 case filings, compared to Bonney Lakes 6,280 cases, which represents a 7% increase in the court's caseload. He said that the City’s current court workload is such that court staff would be able to absorb this small increase in cases without additional staffing. The value of the contract would be approximately $50,000 per year in revenue, depending on the number and type of cases filed. He advised that the Eatonville Town Council approved
the interlocal agreement at their September 10th meeting. He also said Bonney Lake plans to review the contract with South Prairie as it has not been looked at for some time. Councilmember Watson asked about an increase in staffing; and City Administrator Morrison said it would not be necessary with the City’s current caseload and the Town of Eatonville would be responsible for all inmate costs. Councilmember Rackley asked at what point the City would have to consider hiring a full time judge. City Administrator Morrison said that right now the City is at about 80% of a full time judge. He said another option could be hiring a part-time commissioner.

By Council consensus the proposed resolution was forwarded to the September 25, 2012 Meeting for action.

D. Discussion: Metropolitan Park District and Park Facilities Options.

Facilities & Special Projects Manager Gary Leaf provided an update regarding the Metropolitan Park District (MPD) and Park Facilities Options. He said the Mayor is scheduled to meet with the Park Board on September 24th to discuss the Park Plan Options. He advised Council that on Thursday, September 27, 2012, at 6:00 p.m. the City will be hosting a second Park Summit at the Justice Center to gauge the current level of interest in and support for a April 2013 voter measure to provide additional park funding.

Mayor Johnson said City Administration have come to the conclusion after thorough research that the Reed Property, located on Barkubein Road, is not feasible for this park plan, especially since it is outside the City limits. He said a new proposed option to be presented to the Park Board would be a remodel and other park options utilizing the Moriarty and the old City Hall property on 192nd Avenue East together to come up with a complex style field and possibly two to three miles of trails, as well as a pavilion. He is not recommending a recreational center at this time for a park bond. He said the City can look at using the WSU Forest property for one or two fields in the future. He said land is scarce and if Council is adamant on using the Reed property then he will do it, but, he wants to make sure the land is sellable and thinks having park proposals within City limits is a better idea.

Councilmember Rackley said he really supports this plan and he would like staff to get advice from a city that has already gone through this type of funding to find out about their marketing program. He wants to see the plan done professionally and marketed accordingly. Mayor Johnson said he wants to make sure that whatever recommendation comes back from the Park Board and the Park Summit that the City’s recommended proposal is fully identified and presented.

Facilities and Special Projects Manager Leaf said he and City staff have been working on identifying other properties within the City to consider for a future sports complex.

Councilmember Watson said he really likes the pavilion idea and wants to encourage a recreational center. He read a letter from a local father who would love to see a sports facility in Bonney Lake as his family are currently going to neighboring cities to swim, dine, etc. Mayor Johnson said that until things are decided in Sumner for the Orton Junction property he wants to wait and see what need is truly needed and in what phases. He said the City needs to lay out the plan and take it in phases.

Councilmember Hamilton commented about a previous comment from Councilmember Minton-Davis about property in Eastown for a community center as an anchor and then
develop it commercially from there. Mayor Johnson said that does sound like a good idea, but, the City would need to find the right property for the right value.

Councilmember Lewis said he is continually being asked by students and parents about where and when they are going to see fields and parks. He said a large amount of the population do not want to be outside in the rain, but, they love performing arts and indoor recreation. He would like to see an option for citizens to have indoor activities for kids and residents to have an indoor community center. He said not all residents live near Allan Yorke Park, and with no local transit services that there should be recreational options throughout the City.

Mayor Johnson said a proposed pavilion could also serve as a recreation center and the City needs to be practical about the space needed for the different proposed facilities, fields and trails. Councilmember Minton-Davis said the pavilion is really a multi-use facility that could have classrooms, fitness facilities, etc. She wanted to know if the idea at the Parks Summit II is to figure out the next step of the Parks Plan. Mayor Johnson said the main component is usage of the Reed property and to discuss the trails and the use of other properties. Councilmember Minton-Davis said there were two options for the ropes courses and a playground at the Midtown Park (WSU Forest) and she would like to see them added to the Parks Plan as they are minimal in cost.

Councilmember Watson asked about the idea of putting Astroturf on the fields. Mayor Johnson said the best way to fully utilize the fields is to install turf on them as they last much longer, require less maintenance, allow for multipurpose sports usage throughout the year, and still allow continued use of Allan Yorke Park for the events that occur there. It was mentioned that instead of utilizing Allan Yorke Park for Bonney Lake Days to possibly move it to Main Street or even the proposed pavilion. Mayor Johnson said he wants to see the pavilion as part of the civic campus.

Councilmember Hamilton asked about what would be on the proposed April 2013 ballot. He wanted to know if there would be two items on the ballot, one being the MPD, and another measure for the bonds. Facilities and Special Projects Manager Leaf said it would just be the MPD, which would impose the $15 million levy to issue bonds. Mr. Leaf said that the City could eventually bring forward another bond during another election. City Administrator Morrison said the ballot issue would list the projects under the MPD and would give the City the authority to impose a levy. Mayor Johnson said it depends on what the voters want and how they want to proceed. He asked City Administrator Morrison about the levy cap and City Administrator Morrison said the City will need to completely list the projects associated with the levy.

Deputy Mayor Swatman said once the MPD is created the amount is set. Facilities and Special Projects Manager Leaf confirmed that the City would be locked into the amount set in the ballot issue, unless it is taken back to the voters. Assistant City Attorney Jeff Ganson advised that the levy capacity is statutory and so the yes or no question that the voters would be asking is would they support a park bond or a MPD.

Mayor Johnson asked which is better for the funding, a park bond or a MPD. Councilmember Lewis asked if it could be limited to a certain amount/percentage and spelled out for the voters. Facilities and Special Projects Manager Leaf said he thinks the City needs clarification on City Attorney Ganson’s legal opinion regarding the levy capacity so they can advise the residents and voters appropriately.
Councilmember Watson said if a MPD is approved when would the next action occur. Mayor Johnson said if a MPD is approved then the City could move forward with the projects included in the Plan, and then the City could show the voters what the next phases are planned for a future park bond. Councilmember Watson said he thinks maybe it would be better for the City to just propose a park bond, as it would be easier. Deputy Mayor Swatman said it is his opinion that a park bond would never get passed. City Administrator Morrison said the challenge of getting a park bond passed, is that even if it is passed, the City still has no money available to pay for projects.

Facilities and Special Projects Manager Leaf spoke about the City of Forks which had a park bond pass, but, the MPD operations and maintenance ballot item did not pass so the facility was closed down.

Deputy Mayor Swatman said the City needs to educate the public about the MPD and explain that it is the funding mechanism available to complete these projects.

Mayor Johnson said this is the time for voters to step up and speak about what they want to see in Bonney Lake. He said there are a lot of energetic people ready to support a MPD and he has no concerns standing behind it.

Councilmember Hamilton asked Assistant City Attorney Ganson if the City is allowed to support a public information campaign at the same time it is asking voters to propose a MPD. Assistant City Attorney Ganson said it is valid to have the City put out communications regarding initiatives the City is considering, even connecting it to the MPD proposal. The communication to the public needs to be normal and regular regarding the City’s suggested proposals.

Councilmember Lewis said the City has done open houses, and promoted public information campaigns. He said he does not see a difference in making decisions on behalf of the residents and voters as to what the proposals and initiatives will be, as that is what the voters elect us for. He said as long as the City is just making open statements and getting information out there, it is acceptable and what Council is elected to do.

Mayor Johnson said he would like staff to work with Assistant City Attorney Ganson to make sure the language is clear to the residents and voters regarding what the City is promoting in the projects list and the proposed MPD.

**IV. ADJOURNMENT:**

At 7:11 p.m., Councilmember Rackley moved to adjourn the Council Workshop. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, MMC  
City Clerk

Neil Johnson, Jr.  
Mayor

Items presented to Council at the September 18, 2012 Workshop:
- Letter from Thad Huff, Lead Pastor of Open Life Church – Councilmember Watson.
CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:03 p.m.

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

B. Roll Call: Records & Information Specialist Susan Duis 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, Assistant City Attorney Kathleen Haggard, Records & Information Specialist Susan Duis, and Administrative Specialist II Renee Cameron.

C. Announcements, Appointments and Presentations:

1. Announcements:

   Mayor Johnson read the proclamation aloud and urged all to participate in the Community Planning Month. He presented the proclamation to Community Development Director Vodopich. Mayor Johnson thanked the Planning Commission and those who volunteer their time toward planning needs.

2. Appointments: None.

3. Presentations: None.

D. Agenda Modifications: None

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments: Winona Jacobsen, 9100 189th Avenue Court E, Bonney Lake, spoke on behalf of the Greater Bonney Lake Historical Society (GBLHS) and thanked the City for supporting and letting them occupy unused space in the Justice Center so they can inventory and catalog the Milotte collection. She also thanks the City for their assistance with the grant opportunity from Pierce County, which could allow GBLHS to receive up to $200,000. Mrs. Jacobsen advised that it could take GBLHS years to complete their
work, and, it will require a secure and heated facility. She reminded Council of GBLHS’ participation in Bonney Lake Days and many other City events. GBLHS understands that the City will fully be occupying the Justice Center at the beginning of the year strictly for City business. GBLHS needs to find another location to complete their project on the Milotte collection and is hopeful that the City will be able to assist them in finding them a location, which can be open to the public by September 2013. Mayor Johnson said he is already working with the Planning Commission to find space for the GBLHS through the summer of 2013. Councilmember Hamilton advised that the Pierce County Historical Preservation Commission informed Pierce County that the Commission supports the work GBLHS is doing and the Commission has voted unanimously to delegate $5,000 toward the grant for the GBLHS. He said the Commission recognizes the value of the GBLHS work on the Milotte collection.

Councilmember Rackley said he has had the opportunity to view the GBLHS in their work on the Milotte collection and they are doing an amazing job and he would like to see the City assist them. Mayor Johnson said the City is going to do everything possible to find a location for them once the tenant improvement projects begin at the Justice Center.

Lillian McGinnis, 11002 203rd Avenue E, Bonney Lake, read a letter prepared and signed by the GBLHS President, Dennis Dhaese, asking for the City’s support in finding an alternate location for the GBLHS to continue its work on the Milotte collection. Mrs. McGinnis then read her own letter to Council which also requested the City support GBLHS in finding an alternative location to continue their work on the Milotte collection. She said that to qualify for the grant from Pierce County, GBLHS has until September 1, 2013 to complete 1,000 volunteer hours toward inventorying and organizing the Milotte collection. She was grateful to hear that the Mayor, on behalf of the City, is willing to assist in finding a secured and heated facility, which can eventually be open to the public as an alternative location to complete their project.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS

Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed personnel updates for the Senior Planner and Accounting Specialist I open positions. He advised that reference checks are occurring regarding the top candidate for the Senior Planner position, and interviews are being conducted tomorrow for the Accounting Specialist II. The committee reviewed a proposed ordinance for the retention of Civil Service status for police personnel promoted which will be moved forward to workshop; they reviewed an amendment to the employment agreement for Community Development Director John Vodopich; they reviewed prior minutes; looked at a preliminary certification of assessed values and limit factors; and discussed a proposal for Eastown for the City to charge a surcharge for a specialized district for putting a sewer facility in Eastown. The Committee asked Administration to get a model together for Council’s review regarding the rates for a surcharge for a specialized district.

A. Community Development Committee: Councilmember McKibbin said the committee met on September 18, 2012 and forwarded one item on the current Consent Agenda.
B. Public Safety Committee: Councilmember Hamilton said the Committee met on September 17th and is going to be making a recommendation to the full Council to not hire or provide for lifeguards at Allan Yorke Park. The Committee had discussion with the public, did substantial research, and sought legal advice. He said the Committee did not want to give the public a false sense of security by having lifeguards on duty, as having a lifeguard on duty does not greatly increase the security at an open water pool like Allan Yorke Park. He said the Committee’s recommendation may change in the future, however, the Committee does not see a reasonable reason to do provide lifeguards now and worries that it might increase the issues of drowning by having a lifeguard on duty. Councilmember Lewis wanted to state for the record that it was a unanimous decision by the Committee. Mayor Johnson advised he will support the Public Safety Committee’s recommendation, and appreciates all of the Committee’s hard work.

C. Other Reports:

Community Reports: Councilmember Watson said he and Councilmember Lewis attended the White River Communities Families First Coalition on September 24th and heard a presentation from Herb Ents regarding his work in obtaining a grant for substance abuse prevention in the White River area. The grant would provide for up to $180,000 a year for the next five years if Mr. Ent is successful in receiving the grant. He said Jenny Nicholas from Big Brothers and Big Sisters spoke about a program which would create a mentoring program in the White River area, to be held once a month. He said the White River Community Family Coalition is also looking at a bicycle lending program as they have transportation issues in the area, otherwise if they can afford to they may be looking at giving bikes away. Councilmember Watson said he will follow up with the Coalition to see its success with these programs and consider on bringing similar programs to Bonney Lake.

Councilmember Watson said Molen Orthodontics will be doing their annual candy buyback for Halloween.

Transportation Funding: Councilmember Hamilton said, Pierce County Councilmember Roger Bush brought to his attention the fairness factor of the distribution of federal fund contributions for transportation amongst local cities. He said some cities have never collected any federal dollars for transportation in the past ten years. He said next year’s report will show a small portion of what the City of Bonney Lake has received. He discussed examples of projects which could benefit if they received their contributions. He said he wants to talk with other small city mayors to make them aware of their distribution rights. He said the Port of Tacoma should have to be more accountable for their federal contribution distributions and not dominate the federal monies. Mayor Johnson said he would like to bring this to the local cities and towns meeting and have them work together to make this happen. He also suggested sending letters to our senators and congressman for their assistance.

IV. CONSENT AGENDA:

A. Approval of Minutes: September 4, 2012 Workshop and September 11, 2012 Meeting.

B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #64510-64574 (including wire transfer #9112012, 20120904, and 2012091301) in the amount of $544,879.02. Accounts Payable wire transfer #2012091701 in the amount of $36,703.11.
C. Approval of Payroll: Payroll for September 1-15th, 2012 for checks 30685-30706 including Direct Deposits and Electronic Transfers in the amount of $437,933.02.


E. AB12-130 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Sewer Manhole Rehabilitation-2011/12 Project With NWCW, LLC.

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

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.

IX. EXECUTIVE SESSION: None.

X. ADJOURNMENT:

At 7:33 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the September 25, 2012 Meeting:
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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**Agenda Subject:** Award Construction contract to Icon Materials, Inc. for the SR410/Main Street Intersection Improvements project.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award Construction Contract To Icon Materials, Inc. For The Sr410/Main Street Intersection Improvements Project.

**Administrative Recommendation:**

**Background Summary:** The City of Bonney Lake in partnership with the Franciscan Group has jointly contributed to the design and construction of the modifications to the SR 410 - Main Street Intersection and signal which also includes frontage improvements along SR 410, Main Street and Sky Island Blvd., 6 bids for this project were opened on September 26th and the low bidder was Icon Materials, Inc. for $1,559,645.28.

**Budget Information**

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,430,400</td>
<td>$1,136,739.35</td>
<td>$1,793,592.07</td>
<td>-$656,852.72</td>
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</table>

**Budget Explanation:** Main Street/SR410 I/S - Const 301.050.032.595.10.63.01. Construction contract amount: $1,559,645.28 + 10% Contingency $155,964.53 + 5% Project Mgt. $77,982.26 = Total $1,793,592.07

Revenue: Franciscan Medical Health Center Share: $1,000,000 & Available TIF will address the short fall of -$656,852.72.

**Committee, Board & Commission Review**

<table>
<thead>
<tr>
<th>Council Committee Review:</th>
<th>Approvals:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development</td>
<td>Chair/Councilmember Randy McKibbin</td>
<td>✔</td>
<td>☐</td>
</tr>
<tr>
<td>Date: 2 October 2012</td>
<td>Councilmember James Rackley</td>
<td>☐</td>
<td>☒</td>
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<tr>
<td></td>
<td>Councilmember Katrina Minton-Davis</td>
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Forward to:

**Consent Agenda:** ☒ Yes ☐ No

**Commission/Board Review:**

**Hearing Examiner Review:**

**Council Action**

<table>
<thead>
<tr>
<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
<th>Tabled to Date:</th>
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**Approvals**

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<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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</thead>
<tbody>
<tr>
<td>Dan Grigsby, P.E</td>
<td>Neil Johnson Jr.</td>
<td>(if applicable):</td>
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</table>
RESOLUTION NO. 2242

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDING THE SR410/MAIN STREET IMPROVEMENTS PROJECT TO ICON MATERIALS, INC.

WHEREAS, the City Council approved the contract with Shea, Carr, Jewell Engineering and Planning Services for the design of the SR410/Main Street Improvements Project; and

WHEREAS, the City advertised the SR410/Main Street Improvements Project and opened bids on September 26, 2012 and has determined the lowest responsible bid for this contract was received from Icon Materials, Inc.; and

WHEREAS, the City Council adopted this project as part of the partnership with the Franciscan Group for modifications to the SR410/Main Street Intersection and signal and frontage improvements; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Icon Materials, Inc. in the amount of $1,559,645.28 which includes tax.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency ($155,964.53) amount based on the contract bid amount as well as a 5% Construction Engineering ($77,982.26) amount based on the contract bid.

PASSED by the City Council this 9th day of October, 2012.

____________________________
Neil Johnson, Jr., Mayor

ATTEST:

____________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

____________________________
James Dionne, City Attorney
CITY OF BONNEY LAKE CONTRACT FORM

THIS CONTRACT, hereinafter referred to as the “Agreement”, is made and entered into this 9th day of October, 2012 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "Owner" and ICON Materials, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

WHEREAS the Owner has heretofore caused to be prepared the following documents, hereinafter referred to as “Contract Documents”:

• Addenda
• Agreement
• General Conditions
• Proposal
• Proposal Form
• Special Provisions – SR 410/Main Street E/Sky Island Drive E Intersection Improvements
• Contract Plans – SR 410/Main Street E/Sky Island Drive E Intersection Improvements
• Amendments to the Standard Specifications
• The 2012 Washington Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction
• The City of Bonney Lake Public Works Design Standards
• The Washington State Department of Transportation Standard Plans

WHEREAS, the Contractor did on the 26th day of September, 2012, file with the Owner a Proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the Proposal Form; and

WHEREAS, the said Contract Documents fully and accurately described the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

IT IS THEREFORE AGREED, first, the Contractor shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in the Contract Documents. It is agreed that the said Contract Documents do, in all particulars, become a part of this Agreement by and between the parties hereto in all matters and things therein set forth and described;

AND FURTHER, that the Owner and the Contractor hereby accept and agree to the terms
and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

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

City of Bonney Lake

SR 410/Main Street E/Sky Island Dr E Intersection Improvements

September 5, 2012

By

Title

Date:

Contractor:

Neil Johnson, Jr., Mayor

Date:
### Engineer's Estimate

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**Total Schedule A (WSST Not Applicable):** $1,381,657.50

**Total Engineered Estimate:** $1,345,684.21

**Total Reported Bids:** $1,376,430.90
### Bid No. Units SCHEDULE B- Main Contract for Water and Sewer

<table>
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<tr>
<th>Bid No.</th>
<th>Units</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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**Subtotal Schedule B** .......................................................... $33,005.00

**Schedule B WSST @ 9.4%** .................................................... $3,102.47

**Total Schedule B** ............................................................... $36,107.47

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### Bid No. Units SCHEDULE C- Underground Conversion

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**Subtotal Schedule C** .......................................................... $117,370.00

**Schedule C WSST @ 9.4%** .................................................... $11,032.78

**Total Schedule C Incl. WSST** .................................................. $128,402.78

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### Bid No. Units SCHEDULE D- Bid Additive for Roads and Drainage

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Agenda Packet p. 25 of 76
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**Total:**

$1,714,258.72  $1,772,981.73  $1,960,399.34  $2,138,097.20
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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**Agenda Subject:** Award Professional Services Agreement with Whitney Equipment Company, Inc. (Sole Source) for Purchase and Installation of Flygt Pumps at Lift Station 9.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Professional Services Agreement With Whitney Equipment Company For Purchase And Installation On Flygt Pumps At Lift Station 9.

**Administrative Recommendation:** Approve

**Background Summary:** The City has chosen to outfit all of its sewer lift stations with Flygt pumps since 1987. Due to the issues that the City has had at Lift Station #9 (Mountain Creek Subdivision), it was determined that the current 18 hp pumps (2) are not adequate and larger 23 hp pumps are needed. It is in the City's best interest to replace these pumps at this time to avoid overtime for emergency repairs. Whitney Equipment is the only authorized dealership in the State of Washington to sell and service Flygt Pumps.

**Attachments:** Resolution 224, Quote, Agreement, Warranty Information and Sole Source letter.

**BUDGET INFORMATION**

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**Budget Explanation:** 402.000.035.535.50.48.03-R&M Replacements and Unscheduled Projects Revenue: Utility Availability- Consumption Charge O & M Revenue

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development  
Date: 2 October 2012  
Approvals:  
Chair/Councilmember Randy McKibbin  
Councilmember James Rackley  
Councilmember Katrina Minton-Davis

Forward to: Consent Agenda: ☒ Yes ☐ No

**Commission/Board Review:**  
Hearing Examiner Review:

**COUNCIL ACTION**

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

**APPROVALS**

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RESOLUTION NO. 2244

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AWARDING A PROFESSIONAL SERVICES AGREEMENT TO
WHITNEY EQUIPMENT COMPANY, INC. FOR THE PURCHASE
AND INSTALLATION OF FLYGT PUMPS AT LIFT STATION 9.

WHEREAS, The City has determined that Whitney Equipment is the Sole Source vendor as, they are the only factory authorized company to perform work on Flygt Pumps. The City of Bonney Lake has Flygt pumps throughout the sewer lift stations. Due to the issues that the City has had at Lift Station #9, it was determined that the current 18 hp pumps are not adequate and larger 23 hp pumps are needed. It is in the City’s best interest to replace these pumps at this time.

WHEREAS, RCW 39.04.280(1), (a) and (b) authorize the City to waive competitive bidding requirements for purchases that are clearly limited to a single source of supply; and purchases involving special factors or marketing conditions.

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign a professional services agreement with Whitney Equipment Company Inc in the amount of $36,199.87 which includes Sales Tax.

PASSED and adopted by the City Council this 9th day of October 2012.

_______________________________
Neil Johnson, Mayor

ATTEST:

_______________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_______________________________
James Dionne, City Attorney
Memo

Date: September 19, 2012

To: Don Morrison – City Administrator
Via: Dan Grigsby – Public Works Director

From: Charles Simpson – Assistant Public Works Director

Re: Sole Source Purchase – Whitney Equipment Co. Flygt Motor and Pump (unit)


Scope of Work: To purchase 2 Flygt motor/pump and installation for sewer lift station use #9 at a cost of $33,089.46 with out tax.

Exclusive Capability: The City has chosen to outfit all of its sewer lift stations with Flygt pumps since 1987. This allows the sewer crews to have uniformity and interchangeable parts on hand. Whitney Equipment is the only authorized dealership in the State of Washington to sell and service Flygt Pumps. Use of other manufacturers, pumps/motors would possibly require a redesign of the rail system and discharge piping within the wet well. With our incident with the plugged force main at lift station #9 we had determined that the current 18 hp/pumps were not adequate to scour the lines when discharge occurred. We ran pump curves to concur with this and without major pump station modifications this is the largest pumps that can be placed into the station.

Funding Source: Yearly O&M Sewer budget line item 402-000-035-535-50-48-03 – Unscheduled Projects
**Whitney Equipment Company Inc**  
*Manufacturers' Representative*

21222 30th Dr SE, Ste 110  
Bothell, WA 98021  
Phone 425-486-9499  Fax 425-485-7409

Name: Dave Cihak  
Company: City of Bonney Lake  
Email: DChak@ci.bonney-lake.wa.us  
Phone:  
Re: **Flygt Pumps located at Stations 9**

**Comments or Special Instructions:** Per your conversations with Noel Vivion please find the pricing below to replace the pumps at Lift Station #9. If you have any questions please do not hesitate to contact me directly. Thank you for your continued interest in Flygt Pumps.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
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<tbody>
<tr>
<td>2</td>
<td>NP 3153.095~273 (Hard Iron Impeller)</td>
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<tr>
<td></td>
<td>23 HP/ 460 V/ 3 PH FM Motor</td>
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<tr>
<td>0</td>
<td>50' SUB-CAB AWG 8/3-2-1-GC 27.2-29.2MM</td>
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<tr>
<td>2</td>
<td>mini-CAS w/ base</td>
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</table>

Price includes Freight & 2-Days Startup/Training, Does not include Sales Tax or Installation.  

**TOTAL:** $33,089.46

**Please make purchase orders to:** Whitney Equipment Company Inc.  
Freight: Included - FOB Destination  
Terms: Net 30 days & per attached terms and conditions.  
Sales and/or use tax not included.

Copy: Chris Porter (Whitney Equipment)  
      Sharon Adler  
      Noel Vivion
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 9th day of October, 2012, by and between the City of Bonney Lake ("City") and Whitney Equipment Company, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the 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. **Prevailing Wage**

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

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

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

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

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

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

CITY OF BONNEY LAKE  
By: ________________________________  
Neil Johnson Jr., Mayor

CONSULTANT  
By: ________________________________

Attachments:

Exhibit A: Scope of Work  
Exhibit B: Quotes  
Exhibit C: Prevailing Wages
WARRANTY
Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in ADDENDUM - A.

COVERAGE:
Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in ADDENDUM - A. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See STORAGE section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.’s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.’s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

MISUSE:
This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.’s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:
This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.
WARRANTY
Xylem Water Solutions USA, Inc.

DISCLAIMERS:
(i) Xylem Water Solutions USA, Inc.‘s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.’s supplier for such parts or products).

LIMITATIONS:
XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER’S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.’S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREBUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR’S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:
A copy of Electrical System Schematics of the Control used (including a Control’s Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as “the log”, will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
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<td>9 October 2012</td>
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<tr>
<td>Resolution</td>
<td>2245</td>
<td>Randy McKibbin</td>
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**Agenda Subject:** Authorize an amendment to the contract with Shea, Carr and & Jewell for the completion of the design effort of the SR 410/Main Street Intersection Improvements Project

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize An Amendment To The Contract With Shea, Carr And & Jewell For The Completion Of The Design Effort Of The Sr 410/Main Street Intersection Improvements Project.

**Administrative Recommendation:**

**Background Summary:** This amendment to the existing design contract is based on two issues that occurred during the design of the project that were out of scope efforts. The Public Works Department was asked to work in conjunction with the Veterans Memorial Committee (VMC) as well as with the Franciscan MOB contractor (Sellen) since they broke ground before us. We were very successful with the VMC team to create a design that should provide them with the infrastructure that they need to present the memorial with the look they were envisioning although the timing of their partnership was late in the process and not part of the original scope of the original SCJ contract. The cooperative effort in design will prevent additional costs to the VM team with their future efforts. They now also have a location that will allow a sign to remain in place while construction work begins. The team approach required the city to add in a two tiered wall design, re-rout the sewer line (it would have been under the future monument location), and of course some plan and spec changes.

We also identified several design changes based on errors from the Franciscan design team (Barghausen Engineering) that forgot to include the dedicated ROW to the city (from the Franciscan group) in their design plans, this mishap put some underground utility work in the wrong location and elevations compared to our plan set. SCJ spent considerable time working out the issues with the Barghausen team as their construction was underway. Although additional design and survey work was required we have avoided construction costs to the city in the impending construction contract.

Based on right of way constraints we directed the design team to move to a different wall design to avoid additional impacts which added some design costs as well.

**Attachments:** Resolution 2245; Amendment; Map

**BUDGET INFORMATION**

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**Budget Explanation:** Main Street/SR410 I/S- Const 301.050.032.595.10.63.01
Revenue: Franciscan Medical Health Center Share: $1,000,000 & Available TIF.

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<tr>
<td>Community Development</td>
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<td>Councilmember James Rackley</td>
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<td>Councilmember Katrina Minton-Davis</td>
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### Forward to:

Consent Agenda: □ Yes □ No

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### COUNCIL ACTION

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### APPROVALS

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<th>Director:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Dan Grigsby, P. E.</td>
<td>Neil Johnson Jr.</td>
<td>(if applicable):</td>
</tr>
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</table>
RESOLUTION NO. 2245

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZES AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH SHEA, CARR, JEWELL ENGINEERING FOR THE SR 410 – MAIN STREET/SKY ISLAND BLVD INTERSECTION IMPROVEMENT PROJECT.

WHEREAS, the City has approved Ordinance 1414 adopting the Mid-biennial budget for 2012 that approved funding for the above mentioned project and; 

WHEREAS, the City has approved Resolution 2162 on October 25th, 2011 authorizing the 100% design of the SR 410 – Main Street/Sky Island Blvd Intersection Improvements and; 

WHEREAS, the Public Works Department has identified several design changes that have occurred that were outside the original scope of the contract approved under Resolution 2162 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 Shea, Carr, Jewell Engineering in the amount of $31,684 to address the changes that have occurred during the design phase of this project.

PASSED by the City Council this 9th day of October, 2012.

__________________________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

__________________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

__________________________________________
James J. Dionne, City Attorney
PROFESSIONAL SERVICES
CONSULTANT AGREEMENT
SR 410 – Main Street to Angeline Road
(Amendment No.2)

THIS Amendment No.2 to the Agreement dated October 25, 2011, is made and entered into this day, between the CITY OF BONNEY LAKE, a Washington municipal corporation (the “City”); and Shea Carr Jewell Inc., (hereinafter, “Consultant”).

In consideration of their mutual promises set forth herein, the parties agree to amend the Agreement dated October 25, 2011, as set forth in the Amendment No.2. Except as modified by this Amendment dated September 25, 2012, all other terms of the parties’ Agreement dated October 25, 2011, remain in full force and effect.

AGREEMENT
AMENDMENT NO.2

1. Scope of Work:

The Consultant shall complete in a satisfactory and proper manner as determined by the City, the technical and professional services to provide services for extra services as described in the Scope of Services (Exhibit A).

3. Payment:

The City shall reimburse the Consultant in accordance with the Payment schedule described in Exhibit B for all allowable expenses agreed upon by the parties to complete the Scope of Services.

In no event shall the total amount to be reimbursed by the City, for this additional work exceed the sum of Thirty One Thousand, Six Hundred and Eighty Four Dollars ($31,684.00) for a total contract price of Three Hundred Ninety Nine Thousand, Nine Hundred Fifty Six Dollar ($378,132.00).

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>$326,464.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 1</td>
<td>$19,984.00</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>31,684.00</td>
</tr>
<tr>
<td>Contract Total</td>
<td>$378,132.00</td>
</tr>
</tbody>
</table>

Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the Agreement. The reimbursement paid shall constitute full compensation for all out-of-pocket expenses, including but not limited to, all equipment, materials, supplies or reproduction costs, all labor (including overtime), costs for travel, telephone, facsimile and computer use, and all profit and overhead costs. The City shall pay the amount approved for payment in each
such invoice within 30 days of receipt.

14. Entire Agreement; Amendments. This Amendment, together with the Attachments, is added and incorporated into the Agreement dated October 25, 2011, and represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representation, or agreements. This Agreement may be amended only by a written instrument signed by both the City and the Consultant. The attachments to this Amendment are identified as follows:

   Exhibit A consisting of 2 pages
   Exhibit B consisting of 2 pages

IN WITNESS WHEREOF, the City and the Consultant have executed this Amendment No.2 of the Agreement as of the date and year written below.

CITY OF BONNEY LAKE

By: ____________________________
   Neil Johnson, JR., Mayor

Date: ____________________________

SHEA, CARR JEWELL INC.

By: ____________________________
   Perry Shea

Date: 09/25/12
EXHIBIT A
SCOPE OF WORK
SR 410 – Main Street to Angeline Road
Bonney Lake, WA

Extra Services
Amendment No-2

Prepared for: John Woodcock, PE, City Engineer
City of Bonney Lake
Prepared By: Perry Shea, PE, Principal
Scott Sawyer, PE, Senior Project Manager
Date prepared: September 11, 2012

Overview
During the final design phase, Shea Carr Jewell performed extra services the Scope of Services Agreement as directed by the City. The work was necessary to complete the final design, advertise, and bid the projects.

Phase 11 – Extra Service

Task 1 Design Coordination with FMC Development Team
1) Resolve right of way issues along Sky Island Drive
2) Revise grading to tie into FMC site
3) Attend meetings, coordinate with Sellen and visit to FMC site

Task 2 Proposed Veteran’s Memorial Site Preparation
1) Revise fill and single retaining wall at right of way to tiered retaining walls with landscaping at the back of sidewalk.
2) Relocate sewer from Veteran’s Memorial Site to street.

Task 3 Retaining Walls
1) Revise walls from structural earth walls to cast in place walls.
Consultant Fee Estimate

Shea, Carr & Jewell, Inc.
Client: City of Bonney Lake
Project: SR 410 - Main Street to Angeline Road
Job #: 610.10
File #: 2012-0912_Extra Services - Amendment

Consultant Fee Determination

**DIRECT LABOR REVENUE**

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>0.0</td>
<td>$203</td>
<td>$0</td>
</tr>
<tr>
<td>Principal Planner</td>
<td>0.0</td>
<td>$190</td>
<td>$0</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>58.0</td>
<td>$190</td>
<td>$11,020</td>
</tr>
<tr>
<td>Project Engineer II</td>
<td>70.0</td>
<td>$132</td>
<td>$9,240</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>100.0</td>
<td>$105</td>
<td>$10,500</td>
</tr>
<tr>
<td>Planner</td>
<td>0.0</td>
<td>$100</td>
<td>$0</td>
</tr>
<tr>
<td>Project Coordinator II</td>
<td>0.0</td>
<td>$90</td>
<td>$0</td>
</tr>
</tbody>
</table>

Subtotal SC&J: 228 $30,760

**INDIRECT COSTS**

Subconsultant Fees: Glander & Associates (landscaping tiered walls) $840

Subtotal: $840

Subconsultant Admin Fee (10%) $84

Total Subconsultant: $924

Subtotal Estimated Fee: $31,684
# Labor Hour Estimate

**Shea, Carr & Jewell, Inc.**

**Client:** City of Bonney Lake  
**Project:** SR 410 - Main Street to Angeline Road  
**Job #:** 610.10  
**File #:** 2012-0912_Extra Services - Amendment

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Principal Engineer</th>
<th>Principal Planner</th>
<th>Senior Project Manager</th>
<th>Project Engineer II</th>
<th>Senior Eng. Tech</th>
<th>Senior Planner</th>
<th>Project Coord II</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 11 Extra Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Task 1 - Task 1 Design Coordination with FMC Development Team</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Resolve right of way issues along Sky Island Drive</td>
<td>8.0</td>
<td>16.0</td>
<td>4.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>28.0</td>
</tr>
<tr>
<td>2</td>
<td>Revise grading to tie into FMC site</td>
<td>4.0</td>
<td>4.0</td>
<td>8.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16.0</td>
</tr>
<tr>
<td>3</td>
<td>Additional meetings, coordination with Sellen and site visit to FMC site</td>
<td></td>
<td>24.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>24.0</td>
</tr>
<tr>
<td><strong>Task 2 - Proposed Veteran’s Memorial Site Preparation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Revise fill slopes to retaining wall systems with landscaping</td>
<td>8.0</td>
<td>2.0</td>
<td>16.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>26.0</td>
</tr>
<tr>
<td>2</td>
<td>Relocate sewer from Veteran’s Memorial Site to street</td>
<td>2.0</td>
<td>16.0</td>
<td>24.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>42.0</td>
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<tr>
<td><strong>Task 3 - Task 3 Retaining Walls</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Revise Walls from SEWs to cast in place walls</td>
<td>8.0</td>
<td>8.0</td>
<td>16.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>32.0</td>
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<tr>
<td><strong>Task 4 - Storm Water Pollution Prevention Plans</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Prepare SWPPP for NDPES Permit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8.0</td>
<td></td>
<td>8.0</td>
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<tr>
<td><strong>Task 5 - Undergrounding Plans</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*9/24/2012*
# Labor Hour Estimate

**Shea, Carr & Jewell, Inc.**  
**Client:** City of Bonney Lake  
**Project:** SR 410 - Main Street to Angeline Road  
**Job #:** 610.10  
**File #:** 2012-0912_Extra Services - Amendment

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Principal Engineer</th>
<th>Principal Planner</th>
<th>Senior Project Manager</th>
<th>Project Engineer II</th>
<th>Senior Eng. Tech</th>
<th>Senior Planner</th>
<th>Project Coord II</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1) Revise underground plans per FMC coordination</td>
<td>4.0</td>
<td>16.0</td>
<td>32.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>52.0</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 10 Total Hours:</th>
<th>58.0</th>
<th>70.0</th>
<th>100.0</th>
<th>136.0</th>
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<tbody>
<tr>
<td>Billing Rate by category:</td>
<td>$203.00</td>
<td>$190.00</td>
<td>$190.00</td>
<td>$132.00</td>
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<tr>
<td>Total Phase Cost by Category:</td>
<td>$11,020.00</td>
<td>$9,240.00</td>
<td>$10,500.00</td>
<td></td>
</tr>
</tbody>
</table>
**Task 4  Storm Water Pollution Prevention Plan (SWPPP)**

1) Prepare a SWPPP report for the NDPES Permit.

**Task 5  Undergrounding Plans**

1) Revise underground plans per FMC coordination.

END OF AMENDMENT
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City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact:
PW / John Woodcock

Meeting/Workshop Date:
9 October 2012

Agenda Item Type:
Resolution

Agenda Bill Number:
AB12-137

Ordinance/Resolution Number:
2246

Councilmember Sponsor:
Randy McKibbin

Agenda Subject: Authorize Purchase and Installation of new Street Lights for SR 410/Main St Intersection Improvements project from Intolight.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Purchase And Installation Of New Street Lights For Sr 410/Main St Intersection Improvements Project From Intolight.

Administrative Recommendation:

Background Summary: The Council recently approved by Resolution 2240 the purchase of 3 - 40 ft black steel break away poles with 15 foot cobra heads with high pressure sodium lights on SR 410 and 9 - 12 ft black concrete poles with LED lighting along Main Street and Sky Island Blvd. The PW Department mis-counted the number of 40 ft black steel break away poles with the 15 foot cobra heads. The total number of poles required in the SR 410 corridor is be 7 opposed to 3 as previously approved. The Intolight contract has been amended to purchase 7 total 40 ft black steel break away poles with 15 foot cobra heads with high pressure sodium lights. This will reduce the budget authorization from Resolution 2240 by $29,683.91 and that cost is reflected in this authorization. The difference needed for the additional 4-40ft poles is $42,421.26

Attachments: Resolution 2246, Street Light Authorization Letters from Intolight; Map

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,430,400</td>
<td>$1,210,844.61</td>
<td>$42,421.26</td>
<td>$1,168,423.35</td>
</tr>
</tbody>
</table>

Budget Explanation: Main Street/SR 410 I/S - Const 301.050.032.595.30.63.01
Revenue: Franciscan Medical Health Center Share: $1,000,000 & Available TIF

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: 2 October 2012

<table>
<thead>
<tr>
<th>Approvals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chair/Councilmember</td>
</tr>
<tr>
<td>Councilmember</td>
</tr>
<tr>
<td>Councilmember</td>
</tr>
</tbody>
</table>

Forward to: Consent
Agenda: ☒ Yes ☐ No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

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

<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Grigsby, P. E.</td>
<td>Neil Johnson Jr.</td>
<td>(if applicable):</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2246

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE STREET LIGHT AUTHORIZATION LETTERS FROM INTOLIGHT (PUGET SOUND ENERGY) AND THE CITY OF BONNEY LAKE TO PURCHASE AND INSTALL STREET LIGHTING FOR THE SR 410 PORTION OF THE SR 410-MAIN STREET/SKY ISLAND BLVD INTERSECTION IMPROVEMENTS PROJECT.

WHEREAS, the City Council approved Resolution 2159 on October 11, 2011 that required a payment in lieu of transportation mitigation efforts from the Franciscan Group; and

WHEREAS, the City Council approved the design contract for the Main Street and SR 410 Intersection Improvements Project by Resolution 2162 on October, 25, 2011 committing the city be the lead in the mitigation effort; and

WHEREAS, the City Council approved Resolution 2240 on September 11th for the street lighting for the above mentioned project which included only three of the seven street lights required for SR 410 corridor; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the street light authorization letters from Intolight committing the city to pay an amount estimated to be $72,105.17 for the seven total street lights required on SR 410.

PASSED and adopted by the City Council this 9th day of October 2012.

_______________________________
Neil Johnson, Mayor

ATTEST:

_________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_________________________________
James Dionne, City Attorney
INTO LIGHT

STREET LIGHTING
AUTHORIZATION LETTER

September 24, 2012

City of Bonney Lake
Attn: John Woodcock
PO Box 7380
Bonney Lake, WA 98391-0944

Street Lighting for Hwy 410 at Main St. / Sky Island Dr.

Dear John:

The cost for the installation of 7-40' Mounting Height Black Steel Breakaway Poles with 16' Davit arms, & 7-400 watt HPS Black GE Cobra Head Flat Lens fixtures, and secondary circuitry is $72,105.17. This estimate is valid for 90 days.

Please sign and return this Authorization Letter, Custom Street Lighting Order, and the appropriate payment of $72,105.17. Return one copy in the self addressed stamped envelope provided, and retain the other copy for your file. Upon receipt of the signed agreement and your payment there is a 10-12 week waiting period for us to procure the necessary materials.

The following are conditions that may be required before construction of this system:

1. In the area where we are placing our cables and equipment, it is necessary that area be within four (4) inches of grade. If not, you may be required to pay the cost of relocating or reburying our facilities.
2. Locate and mark all privately owned underground facilities.
3. Right-of-way and/or Easements may also be required from you or adjacent property owners.
4. Please note that the installation may not meet the Illumination Engineering Society's Minimum standard for roadway lighting levels.
5. Restoration is not included for present construction or is the removal of excavated materials.
6. Provide trenching, back filling and pole hole 6" Larger than the concrete base which is 36" Diameter By 5' Length corrugated plastic culvert pipe or equivalent.
7. Your responsibility is to verify, stake & install pole tube per locations.
8. If Permits or Flaggers are required for present construction it is your responsibility to reimburse Intolight these costs.
9. Unforeseen soil or pavement conditions are not included and it is your responsibility to reimburse Intolight for these costs.
10. Please provide date lighting installation should take place. Date:

By signing this Letter, Custom Street Lighting Order and returning it, you are stating that you will comply with these requirements and authorize us to perform the work. When the contingencies have been met, this order will be released to construction for scheduling. If you have any questions, please call me at 425-462-3620.

Sincerely,

Tony Daniels
Sr Technical Services Representative, Lighting Services

The above contingencies are accepted and authorization is given:

By: ___________________________ Date________________

Agenda Packet p. 58 of 76
Project Name: Hwy 410 Conversion

Location: Hwy 410 & Main St. / Sky Island Dr, Bonney Lake

**CUSTOM STREET LIGHTING ORDER**

This order dated September 24, 2012 to PUGET SOUND ENERGY, Inc. (PSE), The City of Bonney Lake (Customer) covers the installation of custom lighting authorized by this order. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE’s Schedule 52, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE. The number, size and type of lights ordered are summarized below.

The installation charge of the listed lighting units was estimated to be $72,105.17. Value of the system used to determine the monthly facilities charge is $58,263.91.

<table>
<thead>
<tr>
<th>Fixture and Pole Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>400 Watt Black GE Cobra Head Flat Lens Fixture</td>
<td>7</td>
</tr>
<tr>
<td>40' Mounting Height Black Steel WSDOT Slip Base Pole with 16' Davit Arms</td>
<td>7</td>
</tr>
</tbody>
</table>

Full payment of installation charge up front, paid by developer.

Monthly facilities charge is equal to 0.263% x value of the system.

\[ 0.00263 \times 58,263.91 = 153.23 \]

The basis of the monthly energy charge under Rate Schedule 52 is as follows:

\[ 7 \times 400 \text{ watt high pressure sodium units} \times 26.64 = 186.48 \]

Total monthly energy charge:

\[ $186.48 \]

The total monthly charge for this installation is:

- Monthly facilities charge: $153.23
- Monthly energy charge: $186.48

**Total monthly charge:** $339.71
CUSTOM STREET LIGHTING ORDER

PROJECT NAME: Hwy 410 Conversion

To transfer the energy and maintenance monthly billing, it is your responsibility to notify the new billing party when services are to be transferred. The new billing party must agree and contact INTOLIGHT to complete billing transfer.

Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

This order, executed by customer’s duly authorized representative as of the date first written above is for service, as described above, under PSE’s Schedule 52.

Customer: City of Bonney Lake, Attn: John Woodcock

By: ___________________________ Date: ___________________________

Print Name ___________________________

Title: ___________________________

Company: Puget Sound Energy

By: ___________________________ Date: September 24, 2012

Tony Daniels
Sr Technical Services Representative, Lighting Services
STREET LIGHTING
AUTHORIZATION LETTER

September 24, 2012

City of Bonney Lake
Attn: John Woodcock
PO Box 7380
Bonney Lake, WA 98391-0944

Street Lighting for Hwy 410 at Main St. / Sky Island Dr.

Dear John:

The cost for the installation of 7-40' Mounting Height Black Steel Breakaway Poles with 16’ Davit arms, & 7-400 watt HPS Black GE Cobra Head Flat Lens fixtures, and secondary circuitry is $72,105.17. This estimate is valid for 90 days.

Please sign and return this Authorization Letter, Custom Street Lighting Order, and the appropriate payment of $72,105.17. Return one copy in the self addressed stamped envelope provided, and retain the other copy for your file. Upon receipt of the signed agreement and your payment there is a 10-12 week waiting period for us to procure the necessary materials.

The following are conditions that may be required before construction of this system:
1. In the area where we are placing our cables and equipment, it is necessary that area be within four (4) inches of grade. If not, you may be required to pay the cost of relocating or reburying our facilities.
2. Locate and mark all privately owned underground facilities.
3. Right-of-way and/or Easements may also be required from you or adjacent property owners.
4. Please note that the installation may not meet the Illumination Engineering Society’s Minimum standard for roadway lighting levels.
5. Restoration is not included for present construction or is the removal of excavated materials.
6. Provide trenching, back filling and pole hole 6” Larger than the concrete base which is 36” Diameter By 5’ Length corrugated plastic culvert pipe or equivalent.
7. Your responsibility is to verify, stake & install pole tube per locations.
8. If Permits or Flaggers are required for present construction it is your responsibility to reimburse Intolight these costs.
9. Unforeseen soil or pavement conditions are not included and it is your responsibility to reimburse Intolight for these costs.
10. Please provide date lighting installation should take place. Date: __________________________

By signing this Letter, Custom Street Lighting Order and returning it, you are stating that you will comply with these requirements and authorize us to perform the work. When the contingencies have been met, this order will be released to construction for scheduling. If you have any questions, please call me at 425-462-3620.

Sincerely,
Tony Daniels
Sr Technical Services Representative, Lighting Services

The above contingencies are accepted and authorization is given:

By: _______________________________ Date __________________
Project Name: Hwy 410 Conversion  
Location: Hwy 410 & Main St. / Sky Island Dr, Bonney Lake  

CUSTOM STREET LIGHTING ORDER  

This order dated September 24, 2012 to PUGET SOUND ENERGY, Inc. (PSE), The City of Bonney Lake (Customer) covers the installation of custom lighting authorized by this order. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE’s Schedule 52, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE. The number, size and type of lights ordered are summarized below.

The installation charge of the listed lighting units was estimated to be $72,105.17. Value of the system used to determine the monthly facilities charge is $58,263.91.

<table>
<thead>
<tr>
<th>Fixture and Pole Type</th>
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Full payment of installation charge up front, paid by developer.
Monthly facilities charge is equal to \( 0.263 \% \) x value of the system.
\[
0.00263 \times 58,263.91 = 153.23.
\]

The basis of the monthly energy charge under Rate Schedule 52 is as follows:

\[
7-400 \text{ watt high pressure sodium units} \times 26.64 = 186.48
\]

Total monthly energy charge

$186.48

The total monthly charge for this installation is

<table>
<thead>
<tr>
<th>Monthly facilities charge</th>
<th>$153.23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly energy charge</td>
<td>$186.48</td>
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<tr>
<td><strong>Total monthly charge</strong></td>
<td><strong>$339.71</strong></td>
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CUSTOM STREET LIGHTING ORDER

PROJECT NAME: Hwy 410 Conversion

To transfer the energy and maintenance monthly billing, it is your responsibility to notify the new billing party when services are to be transferred. The new billing party must agree and contact INTOLIGHT to complete billing transfer.

Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

This order, executed by customer’s duly authorized representative as of the date first written above is for service, as described above, under PSE’s Schedule 52.

Customer: City of Bonney Lake, Attn: John Woodcock

By: ___________________________ Date: ___________________________

Print Name _______________________

Title: ___________________________

Company: Puget Sound Energy

By: ___________________________ Date: September 24, 2012

Tony Daniels
Sr Technical Services Representative, Lighting Services
City of Bonney Lake, Washington  
City Council Agenda Bill (AB)

<table>
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<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<tr>
<td>Executive / Don Morrison</td>
<td>9 October 2012</td>
<td>AB12-114</td>
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<tr>
<td>Resolution</td>
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**Agenda Subject:** Compensation Adjustment of the Community Development Director to Assume the Ex Officio Role of Building Official

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Increase The Salary And Benefits Of The Community Development Director.

**Administrative Recommendation:** Approve

**Background Summary:** The City laid-off its Building Official due to a continued stagnant economy and a substantial drop in building permits; and the Administration has assigned the Community Development Director additional duties and responsibilities as the ex officio Building Official of the City. It is appropriate to compensate the Director for these additional duties and responsibilities for as long as the Building Official position remains vacant. It is proposed that the Director be compensated an additional $300 per month; plus a $100 increase in his travel allowance.

**Attachments:** Resolution 2231

**BUDGET INFORMATION**

<table>
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<tr>
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</table>

**Budget Explanation:** Cost of this adjustment is $4,800 which is offset by the salary savings of the now vacant Building Official position.

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:**

- **Date:**
- **Chair/Councilmember:** Dan Swatman
- **Councilmember:** Mark Hamilton
- **Councilmember:** Randy McKibbin

**Forward to:** Regular Meeting
**Consent Agenda:** Yes No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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

**APPROVALS**

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<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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*Agenda Packet p. 65 of 76*
RESOLUTION NO. 2231

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO INCREASE THE SALARY
AND BENEFITS OF THE COMMUNITY DEVELOPMENT
DIRECTOR

WHEREAS, the City laid off its Building Official due to a continued stagnant economy and a substantial drop in building permits; and

WHEREAS, the Administration has assigned the Community Development Director additional duties and responsibilities as the ex officio Building Official of the City; and

WHEREAS, it is appropriate to compensate the Director for these additional duties and responsibilities for as long as the Building Official position remains vacant; and

WHEREAS, the Council also desires to increase the travel allowance of the Director to compensate him for the additional travel necessitated by his increased duties and responsibilities; and

WHEREAS, the Director has been performing the additional duties and responsibilities as the ex officio Building Official for some time, and the Council desires to make the adjustments retroactive;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington hereby resolves as follows:

Section 1. The Mayor is authorized to grant an additional three hundred dollars ($300) per month in salary to the Community Development Director to compensate him for additional duties and responsibilities while serving as the ex officio Building Official of the City;

Section 2. The Mayor is authorized to grant an additional one hundred dollars ($100) per month travel allowance to the Community Development Director to compensate him for additional travel required in association with the additional duties and responsibilities undertaken while serving as the ex officio Building Official of the City;

Section 3. The additional compensation granted herein shall be retroactive to August 1, 2012.
PASSED BY THE CITY COUNCIL this 9th day of October, 2012.

_________________________
Neil Johnson, Jr., Mayor

ATTEST:

_________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_________________________
James J. Dionne, City Attorney
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact:  
Executive / Don Morrison  
Meeting/Workshop Date:  
9 October 2012  
Agenda Bill Number:  
AB12-133

Agenda Item Type:  
Ordinance  
Ordinance/Resolution Number:  
D12-133  
Councilmember Sponsor:  
Mark Hamilton

Agenda Subject:  Retention of Civil Service Status for Police Personnel Promoted to CSC Exempt Positions

Full Title/Motion:  A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting Ordinance No. D12-133 Relating To Retention Of Civil Service Status.

Administrative Recommendation:  Approve

Background Summary:  Dana Powers was hired and promoted through the Bonney Lake Civil Service system. Mayor Johnson intends to appoint her as the regular police chief following her successful year of service as the Interim Chief. Powers requested "bumping rights" (reassignment back to Asst. Chief) should the Mayor determine to make a change chiefs at some time in the future. Both the Mayor and Council had a variety of concerns regarding this proposal, however, an acceptable alternative is to "grandfather" Dana under her current civil service status to assure that any adverse future employment action is based on a just cause. This ordinance allows internal police personnel who are promoted to a Civil Service exempt position to retain their civil service status.

Attachments:  Ordinance

**BUDGET INFORMATION**

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Budget Explanation:  N/A

**COMMITTEE, BOARD & COMMISSION REVIEW**

Council Committee Review:  
Finance Committee  
Date: 25 September 2012  
Chair/Councilmember:  
Dan Swatman  
Councilmember:  
Mark Hamilton  
Councilmember:  
Randy McKibbin  
Forward to:  
Workshop without recommendation  
Consent Agenda:  
☐ Yes  ☒ No

Commission/Board Review:  
Hearing Examiner Review:

**COUNCIL ACTION**

Workshop Date(s):  
October 2, 2012  
Meeting Date(s):  
October 9, 2012  
Tabled to Date:

**APPROVALS**

Director:  
Mayor:  
Date Reviewed by City Attorney:  
(if applicable):

Agenda Packet p. 69 of 76
ORDINANCE NO. D12-133

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 2.08.080(B) OF THE BONNEY LAKE MUNICIPAL CODE AND SECTION ONE OF ORDINANCE NO. NO. 1399 RELATING TO POLICE POSITION EXEMPT FROM CIVIL SERVICE.

WHEREAS, BLMC Section 2.08.080(B) currently exempts the positions of chief of police, assistant police chief, and department assistant from civil service; and

WHEREAS, the code is not clear as to whether existing police department employees currently covered by Civil Service would lose civil service status upon appointment to a civil-service exempt position; and

WHEREAS, the Council finds it appropriate to grandfather existing Bonney Lake civil service employees upon promotion to a civil-service exempt position;

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

Section 1. Chapter 2.08.080(B) of the Bonney Lake Municipal Code and the corresponding Section One of Ordinance No. 1399 are hereby amended to read as follows:

2.08.080

B. Police Positions Exempted from Civil Service – Existing Employees
   Grandfathered. The positions of chief of police, assistant police chief (or similar command position title denoting the 2nd in command), and department assistant shall be excluded from civil service and the Bonney Lake civil service commission rules and regulations pursuant to RCW 41.12.050; provided, however, that any current Bonney Lake civil service employee who is promoted to a civil service exempt position may elect to retain his or her right to a just cause determination before the Bonney Lake Civil Service Commission for any adverse employment decision, along with related rights under RCW 41.12.090.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective Date. This Ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.
PASSED by the City Council and approved by the Mayor this 9th day of October, 2012.

__________________________
Neil Johnson, Jr.
Mayor

ATTEST:

__________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<tr>
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<td>AB12-138</td>
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<td>Ordinance</td>
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**Agenda Subject:** Adoption of alternative civil infraction process for code enforcement

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adding A New Section 8.20.100 To The Bonney Lake Municipal Code, Relating To Code Enforcement And Nuisance Abatement..

**Administrative Recommendation:** Approve as written

**Background Summary:** Current City processes for nuisance abatement and general code enforcement can be cumbersome, slow, and expensive. Adoption of a civil infraction process as provided in RCW 7.80 will provide City enforcement staff with an alternative process that can levy civil fines; this additional alternative means will provide another tool to achieve code compliance.

**Attachments:** D12-138

### BUDGET INFORMATION

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**Budget Explanation:** NA

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:**

- Date: 
- Approvals:
  - Chair/Councilmember
  - Councilmember
  - Councilmember

**Forward to:**

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

- **Workshop Date(s):** October 2, 2012
- **Meeting Date(s):** October 9, 2014
- **Public Hearing Date(s):** 
- **Tabled to Date:**

### APPROVALS

- **Director:**
- **Mayor:**
- **DateReviewed by City Attorney:**
  (if applicable):

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Agenda Packet p. 73 of 76
ORDINANCE NO. D12-138

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADDING A NEW SECTION 8.20.100 TO THE BONNEY LAKE MUNICIPAL CODE, RELATING TO CODE ENFORCEMENT AND NUISANCE ABATEMENT.

WHEREAS, the Bonney Lake City Council desires to adopt a civil infraction process for enforcement of the municipal code with regard to public nuisances and other code violations, as an available alternative to the existing process that levies civil fines; and

WHEREAS, to adopt a civil infraction remedy, it is necessary to give the Code Enforcement Officer a limited commission to issue civil infractions.

NOW, THEREFORE, the City Council of the City of Bonney Lake do hereby ordain as follows:

Section 1. A new section 8.20.100 is hereby added to the Bonney Lake Municipal Code to read as follows:

BLMC 8.20.100 Alternative enforcement – civil infraction - misdemeanor

A. As an alternative to or in conjunction with other procedures contained in this Chapter, the Code Enforcement Officer may issue a civil infraction pursuant to Chapter 7.80 RCW, if the Code Enforcement Officer reasonably believes that the provisions of this chapter have been violated. A notice of infraction may be served either by:
   (1) The Code Enforcement Officer serving the notice of infraction on the person named in the notice of infraction at the time of issuance; or
   (2) The Code Enforcement Officer filing the notice of infraction with the municipal court, in which case the court shall have the notice served either personally or by mail, postage prepaid, on the person named in the notice of infraction at his or her address.

B. Code violations shall be Class 1 civil infractions. Each day of violation shall be deemed a separate infraction.

C. If the same violator has been found, in any court of competent jurisdiction, to have previously committed an infraction for the same or similar conduct three or more separate times, with the infraction violations occurring at the same location and involving the same or similar sections of the Code, any further violations shall constitute misdemeanors. For the purposes hereof, it shall be prima facie evidence that the same violator has previously been found to have committed any infraction if a certified copy of the judgment, docket or other court document showing that such violation was found committed is filed with the court.

D. The provisions of Chapter 7.80 RCW are incorporated by reference, except as modified in this Chapter. The Code Enforcement Officer shall have a limited
commission for the purpose of taking enforcement action against public nuisances, including the power to issue civil infractions pursuant to RCW 7.80.040.

**Section 2.** This Ordinance shall take effect and be in force thirty (30) days after passage, approval, and publication as provided by law.

**PASSED** by the City Council and approved by the Mayor this 9th day of October, 2012.

___________________________
Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

___________________________
James Dionne, City Attorney