CITY COUNCIL MEETING
July 8, 2014
7:00 P.M.

AGENDA

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

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

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:
   A. Public Hearings: None.
   B. Citizen Comments:
      Citizens are encouraged to attend and participate at all Council Meetings. You may address the Mayor and City Council on matters of City business, or over which the City has authority, for up to 5 minutes. Sign-up is not required. When recognized by the Mayor, please state your name and address for the official record. Designated representatives recognized by the chair who are speaking on behalf of a group may have a total of 10 minutes to speak. Each citizen is allowed to speak only once during Citizen Comments.
   C. Correspondence

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


B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #68922-68968 (Including wire transfer #'S 6162014, 13505924, 20140602, 20140603, 20140605, 20140606, 20140616, and 201406201) in the amount of $475,433.26.
Accounts Payable checks/vouchers #68969-68994 in the amount of $3,381.50 for Utility refunds.
Accounts Payable wire transfer #2014061701 in the amount of $39,117.66 for p-card purchase payment.
Accounts Payable checks/vouchers #68995-69033 (including wire transfer #'s 20140604, and 20140617) in the amount of $1,912,487.18.
Accounts Payable checks/vouchers #69034-69035 in the amount of $486.85 for Utility refunds.
VOIDS: Check #65661 – replaced with check #69034; Check #65838 – replaced with check #69034.

C. Approval of Payroll: Payroll for June 1st – 15th, 2014 for checks #31822-31846 including Direct Deposits and Electronic Transfers is $464,301.440.
Payroll for June 16th-30th, 2014 for checks # 31847-31877 including Direct Deposits and Electronic Transfers is $762,878.99.


G. AB14-91 – Resolution 2399 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Orchard Grove II Plat Alteration.

H. AB14-95 – Resolution 2401 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign Amendment No. 2 To The Agreement With DM Disposal For Collection And Disposal Of Solid Waste, Recyclables, And Yard Waste.
I. **AB14-89** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The City Of Sumner’s Award Of The Construction Contract For The Sumner Wastewater Facility Expansion Project To Prospect Construction, Inc.

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

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

VII. **ECONOMIC DEVELOPMENT COMMITTEE ISSUES:** None.

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

IX. **FULL COUNCIL ISSUES:** None.

X. **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.

XI. **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

WHEREAS, the City of Bonney Lake in conjunction with the SwimSafe Coalition hereby proclaim the summer of 2014 to be a SwimSafe Summer; and

WHEREAS, commending the SwimSafe Coalition made up of The City of Bonney Lake, The Bonney Lake Police Department, East Pierce Fire and Rescue, Pierce County Sheriff’s Department, Cascade Water Alliance, Dieringer School District, Sumner School District, for their educational outreach in 2013 and 2014; and

WHEREAS, commending the children from Dieringer School District, specifically Abby Nelson, Tea’Champman, Alicia Sjoden, Trinity Nguyen, Hannah Kaiser and Logan DeLapp whom made it their duty to remember the lives that were lost and to work towards solutions to keep kids safe in and around the waters now and in the future; and

WHEREAS, the residence and visitors to the City of Bonney Lake have many opportunities to enjoy aquatic recreational activities; and

WHEREAS, each year prior to 2013 there have been lives tragically cut short due to drownings in Lake Tapps; and

WHEREAS, the majority of these drowning victims are between the ages of 16 and 25 year old males relatively in good physical condition; and

WHEREAS, the SwimSafe Coalition is continuing its hard work to save lives by educating the public on the dangers of cold water shock and other factors which can lead to drowning.

NOW, THEREFORE, I, Mayor Neil Johnson Jr, by virtue of the authority vested in me by the City of Bonney Lake, do hereby proclaim:

The summer of 2014 to be a SwimSafe Summer.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Bonney Lake to be affixed this 8th day of July, 2014.

_____________________________
Neil Johnson, Jr., Mayor
I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the workshop to order at 5:33 p.m.

II. ROLL CALL:

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

Deputy Mayor Swatman moved to excuse Councilmember Watson. Councilmember Lewis seconded the motion.

Motion approved 5 – 0.

Deputy Mayor Swatman advised that Councilmember Minton-Davis will arrive late to the Workshop. Councilmember Minton-Davis arrived at 5:38 p.m.

Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Assistant Chief of Police James Keller, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Senior Planner Jason Sullivan, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Administrative Specialist II Renee Cameron.

III. AGENDA ITEMS:

A. Presentation: Certificates of Achievement to High School Students for sports and other academic achievements.

Mayor Johnson signed and presented the Certificates of Achievement to Bonney Lake High School students for their sport and other academic achievements. No action was taken, as this item was for presentation purposes only.

B. Council Open Discussion.

Greater Bonney Lake Historical Society Cemetery Ceremony: Councilmember Hamilton said the Greater Bonney Historical will be hosting a renaming ceremony for the “Lake Tapps Pioneer Cemetery” previously known as the Dieringer Cemetery, on June 4, 2014, at 10:30 a.m., at 22219 40th St E. He said in 1889 the cemetery was developed as a County cemetery on an acre of land donated by Daniel Orcutt. He said Roger Hunt, who is the great-great-grandson of Daniel Orcutt, began a mission of
restoring the name to the cemetery that was donated to the County 125 years ago. He said those wishing to attend the ceremony may meet at the Public Works Center to travel to the site.

Get the 411: Councilmember Lewis provided a handout from “Get the 411” Presentation, a presentation to help kids talk about the use of drugs in the area. The presentation will be held at the Sumner High School Performing Arts Center on June 9th from 6-8:30 p.m.

Senior Center/Rummage Sale: Councilmember Minton-Davis said there will be a rummage sale on June 21st at the Bonney Lake Senior Center. She said donations are welcome for the rummage sale, but no clothes or shoe donations will be accepted.

Relay for Life: Mayor Johnson stated he sent out an “All Employee” e-mail which asked for volunteers to sign up for the Relay for Life walk on July 18th-19th. He said he will make sure Councilmembers are included in the request for volunteers.

C. Presentation/Discussion: WSU Commercial Property - Wally Costello.

Wally Costello, Senior Vice President of Quadrant Homes (Quadrant) and Mike Read with Transportation Engineering Northwest, provided a very detailed presentation with questions and answers to and from the Council regarding a proposed traffic signal at SR410 and 204th Ave E. Mr. Costello asked the Council to focus on the summary of the Council’s list of their 28 questions and the outlined proposed next steps. Mr. Reed provided each Councilmember and staff member with a handout binder entitled, “Bonney Lake WSU Site-Commercial Zone Traffic Signal Presentation” for their review.

Mr. Read advised that an independent review analysis was conducted which provides for north and south traffic alternatives; he presented and discussed different models and options.

Mr. Costello spoke regarding the levels of service, which is addressed in the last page of the memo and the graph included in the presentation. He said without the proposed traffic signal at South Prairie Road, the level of service would be significantly dropped. Councilmember Rackley suggested that the Council have an opportunity to thoroughly review the handout on their own. Mr. Costello said the proposed traffic signal would create economic vitality with quality retailers, and the plan is not to create competition with existing retailers. Their goal with this proposal is to be timely and organized and provide answers to the Council’s questions.

Councilmember Hamilton asked if the analysis takes into account the eventual improvement costs the City would be liable for at the light at 214th Ave E and the level of service that those improvements would create. Mr. Read said this was considered in the analysis. Councilmember Hamilton asked why they did not consider aligning the new signal with 202nd Ave E instead of 204th Ave E. Mr. Read advised that aligning the proposed signal with 202nd Ave E would create a number of site development issues.

Deputy Mayor Swatman said he agrees with their proposal, however, he is concerned that in order to pursue this proposed intersection it involves a lot of time and money and there are no guarantees with WSDOT. Mr. Costello advised every cost incurred
would be covered by the developer to WSDOT. He said except for the request and processing of the permit(s) by City staff, there would not be costs to the City. Mayor Johnson said he believes it needs to be analyzed if significant staff time would be necessary and there was discussion regarding the traffic impact fees (TIF) and what the TIF rates may be and how this development would affect the City. Alison Moss, attorney for the property owners, said the TIF would be determined at the time of the development application and would be determined based on whatever fees apply at that time; she said a surcharge would also be paid at the time of the application. She advised that the only item fixed would be set by the formula set by the City. Deputy Mayor Swatman said he would like see an absolute minimum TIF set for such a development.

Council consensus was to review the presentation handout and bring the item back for continued discussion, tentatively set for the July 1, 2014 Workshop.


Councilmembers noted some minor corrections which were made. The corrected minutes were forwarded to the June 10, 2014 Council Meeting for action.


Senior Planner Jason Sullivan said the proposed amendment would separate Assisted Living Facilities from Continuing Care Communities and Nursing Homes on the Land Use Matrix and allow Assisted Living Facilities within the Downtown Commercial and Downtown Mixed Use zoning classifications. He advised that this amendment would ensure consistency between the City’s development regulations codified the Bonney Lake Municipal Code and the housing policies adopted in the Bonney Lake Comprehensive Plan, which directs the City to support the development of senior housing projects in the downtown. Councilmember Lewis said he would like to be the sponsor for this item.

Deputy Mayor Swatman addressed concerns about inconsistencies, and asked why the City wouldn’t want to allow nursing homes and assisted living facilities in the Downtown Core. He asked about the difference between nursing homes and assisted living facilities. Mr. Sullivan advised that the difference is there is no 24 hour nursing care versus assisted living facilities. Community Development Director Vodopich said the City’s downtown plan proposal is for apartments across from the Post Office property is Downtown Mixed zoning. Council discussed referring this matter to the Planning Commission to consider expanding the Downtown Core. Mr. Sullivan advised that at the June 4th Planning Commission meeting they will be reviewing the future land use map as a part of the Comprehensive Plan Update. This item was forward to the June 10, 2014 Meeting for action.

IV. EXECUTIVE SESSION: None.
V. ADJOURNMENT:

At 7:12 p.m., Councilmember Rackley moved to adjourn the Council Workshop. Councilmember Lewis seconded the motion.

Motion to adjourn approved 6-0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the June 3, 2014 Workshop:

- Councilmember Donn Lewis, “Get the 411 – Learn what your kids already know about Marijuana” flyer.
- Mike Read, Bonney Lake WSU Site-Commercial Zone Traffic Signal Presentation, Transportation Engineering Northwest.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.
I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 p.m.

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

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

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Records & Information Specialist Susan Haigh.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments: None.

3. Presentations: None.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

Dan Decker, 20401 70th St E, Bonney Lake, spoke about setback encroachments and permits in the City, and thanked the City Clerk for working on public disclosure issues.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee/Committee of the Whole: Deputy Mayor Swatman said the Committee of the Whole met at 5:30 p.m. earlier in the evening and the agenda and
meeting notes are available online.

B. **Community Development Committee:** Councilmember Lewis said the Committee met on June 3, 2014 and forwarded two items to the current agenda as Consent Agenda Issues: AB14-76 – Resolution 2390 and AB14-77.

C. **Economic Development Committee:** Councilmember Minton-Davis said the Committee met earlier in the afternoon and discussed a proposed contract for a market analysis, which will come forward for Council action soon. She said the Community Development Department is working on an electronic plan review process.

D. **Public Safety Committee:** Councilmember Watson said the Committee has not met since the last Council Meeting.

E. **Other Reports:**

IV. **CONSENT AGENDA:**

A. **Approval of Minutes:** May 20, 2014 Workshop and May 27, 2014 Meeting Minutes.

B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #68794-68832 (Including wire transfer #'s 5122014, 5222014, and 20140515) in the amount of $211,288.92. Accounts Payable checks/vouchers #68833-68851 in the amount of $1,091.68 for Utility refunds. Accounts Payable checks/vouchers #68852-68877 (Including wire transfer # 20140523) in the amount of $106,470.99. Accounts Payable checks/vouchers #68878-38881 in the amount of $1,282.91 for Utility refunds. VOIDs: Check #67937 – replaced with check #38879; Check #67938 – replaced with check #68880; Check #67940 – replaced with check #68881.

C. **AB14-76 – Resolution 2390** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Parametrix Engineering For The Construction Staking Of The Church Lake Road Overlay Project.

D. **AB14-77** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Set A Public Hearing For The 2015-2020 Six-Year Transportation Improvement Program On June 24th, 2014 at 7:00 p.m. Or As Soon Thereafter As Possible.

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

**Consent Agenda approved 7 – 0.**

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

VI. **COMMUNITY DEVELOPMENT COMMITTEE ISSUES:** None.
VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES: None.

IX. FULL COUNCIL ISSUES:


   Councilmember Lewis moved to approve Ordinance 1483. Councilmember Watson seconded the motion.

   Mayor Johnson said this item has been discussed at the previous Workshop. Councilmember Watson said it is important to address issues as they come up and make necessary adjustments to the code. Councilmember Lewis said he sponsored the ordinance and spoke in support of the update to the matrix.

   Ordinance 1483 approved 7 – 0.

X. EXECUTIVE SESSION: None.

XI. ADJOURNMENT:

At 7:06 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 June 10, 2014 Meeting: None.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.
Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 p.m.

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

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

Motion to excuse Councilmember Rackley approved 6 – 0.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Assistant Police Chief Kurt Alfano, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Records & Information Specialist Susan Haigh.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:
   a. AB14-85 – A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Confirming the Mayor’s Appointment of Paul Surek to Park Board Position #1 for a Three-Year Term ending April 6, 2017.

      Councilmember Lewis moved to approve the motion appointing Paul Surek to the Park Board. Councilmember Watson seconded the motion.

      Mayor Johnson said all positions on the Park Board are now filled. He said Mr. Surek has a lot of experience and should be a good addition to the Board.

      Motion approved 6 – 0.

3. Presentations: None.

D. Agenda Modifications:

Deputy Mayor Swatman said Public Works staff submitted a proposed agenda modification.
Councilmember Lewis moved to amend the agenda to remove Finance Committee Issues, Item A., Resolution 2394 from the agenda, and to replace it with motion AB14-92, a Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, To Reject Bids for SR 410 Pedestrian Improvements MP 13.91. Councilmember Watson seconded the motion.

Motion to amend the agenda approved 6 – 0.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:


Mayor Johnson opened the public hearing at 7:01 p.m. No speakers came forward. The public hearing was closed at 7:01 p.m.

Pursuant to BLMC 2.04.710, if no public testimony is provided the Council may take final action on an issue immediately following the public hearing.


Councilmember Lewis moved to approve Resolution 2391. Councilmember Watson seconded the motion.

Councilmember Hamilton asked which of the proposed projects are funded. Director Grigsby said the list includes a mix of projects that are likely to be built, and they could be funded by city funds, grants, or developer credits. City Administrator Morrison said the State requires cities to adopt a 6-year plan every year, but it is not an exclusive list of projects.

Resolution 2391 approved 6 – 0.

B. Citizen Comments:

Christy Fuller, 17806 106th St E, Bonney Lake, spoke as President of the Bonney Lake Chamber of Commerce. She said Lora Butterfield has left the Bonney Lake Chamber for a position in Fife, and the Chamber will be advertising for an administrative assistant to replace her. Ms. Fuller said she will be communicating with the Council in the interim.

Chris Crew, 12519 224th Ave E, Bonney Lake, said he is an attorney and spoke about Washington Initiative 502 regarding marijuana regulations and state-approved stores. He urged the Council to allow a store to be opened in Bonney Lake, and spoke about potential sales tax revenues and other benefits. Deputy Mayor Swatman questioned Mr. Crew about issues regarding federal laws and the accuracy of his revenue figures.
Jerry Thorsen, East Pierce Fire & Rescue Fire Chief, said the dock locator program (to identify lakeside properties for emergency response) has started and already has strong interest from residents. He provided copies of EPFR’s 2013 Annual Report. He said EPFR will have a 4-year levy issue on the August 5, 2014 ballot. Councilmember Hamilton thanked Chief Thorsen for providing the annual report; Mayor Johnson asked staff to link to the EPFR information on the City’s website as well.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:
A. Finance Committee: Deputy Mayor Swatman said the Committee met at 5:30 p.m. as the Committee of the Whole earlier in the evening and discussed union negotiations.
B. Community Development Committee: Councilmember Lewis said the Committee has not met since the last City Council Meeting.
C. Economic Development Committee: Councilmember Minton-Davis said the EDC met earlier in the evening and forwarded one item to the Consent Agenda on the current agenda. She said Permit Coordinator Jen Francis has been asked to serve on the Chamber of Commerce Board of Directors to represent the City.
D. Public Safety Committee: Councilmember Watson said the Committee has not met since the last Council Meeting.
E. Other Reports: None.

IV. CONSENT AGENDA:
A. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #68882-68920 (Including wire transfer # 6112014) in the amount of $89,107.41. Accounts Payable checks/vouchers #68921 in the amount of $13.34 for a Utility refund. VOID: Check #68847 – replaced with check #38921.
B. Approval of Payroll: Payroll for May 16th-30th, 2014 for checks #31791-31820- including Direct Deposits and Electronic Transfers is $ 676,530.75. Payroll for June 1st – 15th, 2014 for checks #31822-31846 including Direct Deposits and Electronic Transfers is $ 464,301.440
C. AB14-81 – Resolution 2392 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement For Legal Services With Porter Foster Rotick, LLP.
E. AB14-83 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Administration To Replace A Maintenance Worker II Position With An Additional Crew Leader Position.
Councilmember Watson moved to approve the Consent Agenda. Councilmember Lewis seconded the motion.

Consent Agenda approved 6 – 0.

V. FINANCE COMMITTEE ISSUES:


B. **AB14-92** – A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, To Reject Bids for SR 410 Pedestrian Improvements MP 13.91 Project. Added to agenda during Agenda Modifications.

Councilmember Watson moved to approve the motion to reject all bids. Councilmember Lewis seconded the motion.

Public Works Director Grigsby explained that the City only received one bid for the project, which was much higher than the engineer’s estimate. He said staff believes more competitive bids will be received if the project is advertised again later in the year.

Motion AB14-92 approved 6 – 0.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES: None.

IX. FULL COUNCIL ISSUES: None.

X. EXECUTIVE SESSION: None.

XI. ADJOURNMENT:

At 7:21 p.m., Councilmember Lewis moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

Motion to adjourn approved 6 – 0.

Harwood Edvalson, MMC, City Clerk

Neil Johnson, Jr., Mayor
Items presented to Council at the June 24, 2014 Meeting:

- Dan Grigsby, Public Works Director – *AB14-92 – Motion to Reject Bids for the SR 410 Pedestrian Improvements MP 13.91.*

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<th>Meeting/Workshop Date:</th>
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<td>Community Development/John P. Vodopich, AICP</td>
<td>1 July 2014</td>
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**Agenda Item Type:** Motion

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<th>Ordinance/Resolution Number:</th>
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**Agenda Subject:** Amendments to Chapter 15.16 of the Bonney Lake Municipal Code Relating to Automatic Fire Extinguishing Systems

**Full Title/Motion:** An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Chapter 15.16 of the Bonney Lake Municipal Code and Ordinance No. 1462 Relating to Automatic Fire Extinguishing Systems

**Administrative Recommendation:** Approve

**Background Summary:** The City has adopted the International Building Codes by reference and the East Pierce Fire and Rescue Fire Marshal has recommend minor amendments to the fire sprinkler section of the municipal code. These amendments do not increase or reduce fire sprinkler requirements but rather provide clarification to the code.

**Attachments:** Ordinance D14-84

**BUDGET INFORMATION**

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**Budget Explanation:** NA

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<td>Councilmember</td>
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<td>Randy McKibbin</td>
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<td>James Rackley</td>
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Forward to: Consent Agenda: X Yes □ No

**Commission/Board Review:**

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**COUNCIL ACTION**

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**APPROVALS**

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ORDINANCE NO. 14-84

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 15.16 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NO. 1462 RELATING TO AUTOMATIC FIRE EXTINGUISHING SYSTEMS

WHEREAS, the City Council adopted (Ordinance No. 1462) the International Building Codes by reference; and

WHEREAS, with the adoption of the International Codes certain amendments to the municipal code are recommended by the East Pierce Fire and Rescue Fire Marshal.

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

Section 1. BLMC Section 15.16.010 and Ordinance Nos. 1462 § 11, 2013; 1357 § 1, 2010; & 699 § 1, 1995 are hereby amended to read as follows:

Subsections 903.1, 903.1.1, and 903.2 of the International Fire Code are hereby amended to read as follows:

Section 903.1 General. Automatic sprinkler systems shall comply with this section.

1. For structures with unknown tenants, the sprinkler density of .39 per 5,600 square feet shall be used for design purposes where required by the Fire Chief.

Section 903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and approved by the fire code official.

Section 903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

For provisions on special hazards and hazardous materials, see the fire code.

Gross floor area defined. For purposes of this chapter, gross floor area shall be as defined in Chapter 10, International Building Code.
1. All buildings hereinafter constructed or enlarged as defined by the International Fire Code shall be equipped with a fully automatic sprinkler system designed, installed, maintained and tested per NFPA 13, 13D, 13R, or 25, the edition currently adopted by the city, where the gross floor area or occupant load exceeds those listed below, or the building is 35 feet in height or three or more stories.

Buildings protected by a fire sprinkler system. Canopies 4 feet or more in width shall be protected by a fire sprinkler system.

For requirements related to additions, alterations and/or remodels to existing buildings see Section 15.16.020 In addition, alterations or repairs to any structure shall conform to that required for a new structure without requiring the existing structure to comply with all the requirements of this code except that a 50% or greater change to an existing floor area shall meet the provisions of this code and shall apply to existing and proposed additional square footage in their entirety.

Section 2. BLMC Section 15.16.017 and Ordinance Nos. 1462 § 8, 2013; 1357 § 9, 2010; & 699 § 1, 1995 are hereby amended to read as follows:

Subsection 903.2.8 of the International Fire Code is hereby amended to read as follows:

Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area and one and two-family dwellings and townhouses constructed under the International Residential Code.

903.2.8.1 Group R-3 or R-4 congregate residences. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 or R-4 congregate living facilities with 16 or fewer residents.

903.2.8.2 Care facilities. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with 5 or fewer individuals in a single-family dwelling.
Section 3. BLMC Section 15.16.020 and Ordinance Nos. 1462 § 11, 2013; 1357 § 12, 2010; 851 § 19, 2000; & 699 § 1, 1995 are hereby amended to read as follows:

Subsection 903.6 of the International Fire Code is hereby amended to read as follows:

Section 903.6 Existing buildings. The provisions of this section are intended to provide a reasonable degree of safety in existing structures not complying with the minimum requirements of the International Building Code by requiring the installation of an automatic sprinkler system in all existing structures where the gross floor area or occupant load exceeds those listed in BLMC Sections 15.16.010 - 019 with a gross floor area exceeding 5,000 square feet that are altered, remodeled, or enlarged 50% or more of the existing floor area as defined by the International Building and Fire Code. This provision shall apply to the existing and proposed additional square footage in their entirety.

The project may be exempt from the requirements for automatic sprinkler systems provided:

1. a. There is no increase in occupied space, including existing areas previously vacant; and

b. There is no change in occupancy; and

c. The project complies with all other fire and life safety requirements of adopted construction codes; or

2. The structure is of noncombustible construction with wholly noncombustible contents, provided automatic sprinklers are not required to satisfy other requirements of adopted codes.

Existing basements in other than R occupancies, in excess of 1,500 square feet may be exempt from automatic sprinkler requirements provided the following conditions are met:

1. A one-hour fire-resistant occupancy separation is installed between the basement and the remainder of the building; and
2. The entire building must be provided with a fully automatic fire alarm system; and

3. No residential occupancy is located in the building.

Section 4. 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 ________day of July, 2014.

______________________________________________
Neil Johnson, Jr. Mayor

ATTEST:

______________________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

______________________________________________
Kathleen Haggard, City Attorney
City of Bonney Lake, Washington  
City Council Agenda Bill (AB)

**Department/Staff Contact:** PW / Transportation & Park  
Supervisor Steve Willadson

**Meeting/Workshop Date:** 8 July 2014

**Agenda Bill Number:** AB14-74

**Agenda Item Type:** Resolution

**Ordinance/Resolution Number:** 2388

**Councilmember Sponsor:** Donn Lewis

**Agenda Subject:** Award Professional Services Agreement with Stripe Rite, Inc. for the 2014 Striping and Pavement Markings Project

**Full Title/Motion:**  A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Professional Services Agreement With Stripe Rite, Inc. For 2014 Striping And Pavement Markings Project.

**Administrative Recommendation:** Approve

**Background Summary:**  The City solicited Invitations to Quote on June 6, 2014 from the MRSC Small Works Roster for the 2014 Street Striping and Pavement Markings to re-stripe existing City streets to include centerline, skip/solid double centerline, edgeline, and double coat the chip sealed streets. Re-mark existing Stop Bars, Crosswalks, and the Emergency Zone crosshatching in thermo-plastics or torch down. The lowest quote was Stripe Rite in the amount of $27,237. The other quote received was Apply-A-Line- $29,666.50.

**Attachments:** Resolution, Exhibit A - Invitation to Quote/Scope of Work, Exhibit B - Quote Sheet, Exhibit D - Striping and Pavement Markings Quantities, Professional Services Agreement, and 2014 Chip Seal/Striping Map.

**BUDGET INFORMATION**

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<th>Required Expenditure</th>
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**Budget Explanation:**

001.000.042.542.10.41.28-Street Operations Maintenance Budget-$23,525

301.001.042.595.60.63.01-Street CIP-Chip Seal Budget -$185,000-Current balance is after taking out the Chip Seal Quote monies of $168,984.56 (Doolittle Construction).

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:**  Community Development  
Date: 1 July 2014

- Chair/Councilmember: Donn Lewis  
- Councilmember: James Rackley  
- Councilmember: Randy McKibbin

Forward to:  
Consent Agenda: Yes No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):  
Meeting Date(s):  
Public Hearing Date(s):  
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RESOLUTION NO. 2388

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STRIPE RITE, INC. FOR THE 2014 STREET STRIPING AND PAVEMENT MARKINGS PROJECT.

WHEREAS, the City of Bonney Lake solicited an Invitation to Quote from our Small Works Roster for 2014 Street Striping and Pavement Markings on June 6, 2014; and

WHEREAS, the City has received 2 quotes for the 2014 Street Striping and Pavement Markings project and has determined the lowest responsible quote for this Professional Services Agreement was received from Stripe Rite, Inc. in the amount of $27,237; and

WHEREAS, sufficient funds are available in the Street Fund budget and Street CIP budget; and

WHEREAS, the City Council finds that it is in the public interest that this project be carried out at this time;

NOW THEREFORE, BE IT RESOLOVED; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement to award this contract to Stripe Rite, Inc. in the amount of $27,237.

PASSED by the City Council this 8th day of July, 2014.

__________________________________
Neil Johnson Jr., Mayor

ATTEST:

__________________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

__________________________________
James Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 8th day of July, 2014, by and between the City of Bonney Lake ("City") and ____Stripe Rite, Inc._______ ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**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 anytime 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: Quote Sheet  
Exhibit C: Prevailing Wages
EXHIBIT A: SCOPE OF WORK

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

City of Bonney Lake  
Small Public Works Project  
Prevailing Wages are required to be paid

Invitation to Quote  
Date: May 19, 2014

The City of Bonney Lake is accepting Quotes for a Small Public Works Project. As a contractor on our Small Works Roster, you are invited to submit a quote on this project.

Project Title: 2014 Street Striping/Pavement Marking

Scope of Work:
Re-strip existing City streets to include centerline, skip/solid double centerline, double centerline, edgeline, and double coat chip sealed streets. Attached spreadsheets are highlighted according to the type of striping required for that particular street.
Re-mark existing Stop Bars, Cross Walks and the Emergency Zone crosshatching in thermo-plastic or torch down. Attached spreadsheets are highlighted according to the type of pavement markings required for that particular street.
- Markings must conform to DOT specifications, section 8 - 22.
- Traffic control will be provided by the contractor.
- Contractor will notify the City two weeks in advance of starting work.
- Markings will be applied to the following approximate footage (see attached spread sheets).

Please see enclosed: Quote sheet, Striping/Pavement Marking specifications, Striping Quantities, Pavement Marking Quantities, Chip Seal Striping/Pavement Marking Quantities, Professional Services Agreement and City of Bonney Lake road section map.

Date Proposals are requested: Friday, June 06, 2014 by 3:00 p.m.

If you are interested in submitting a quote on this project, please return Quote Sheet and SIGNED Professional Services Agreement to Triss Weber at 19306 Bonney Lake BLVD (Public Works Center), Bonney Lake, WA 98391. If you have any questions please contact Steve Willadson at (253) 261-5224.

City of Bonney Lake  
(253) 862-8602 Fax (253) 447-4330  
Mail to: PO Box 7380  
Bonney Lake, WA 98391

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EXHIBIT B: RATES
**Exhibit B**

**BONNEY LAKE**

City of Bonney Lake  
Small Public Works Project  
Quote Sheet

Company Name: **StripeRite Inc.**  
Address: **1813 134th Avenue East**

Phone Number: **253.863.2987**  
Fax Number: **253.863.3120**  
Contact Name: **Justin Williams**

**Project Title:** 2014 Street Striping/Pavement Marking

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

**Schedule:** Work shall be completed within **60** calendar days after the indicated starting date appearing in an official “Notice to Proceed” issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

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City of Bonney Lake  
(253) 862-8602 Fax (253) 447-4330  
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Mail to: PO Box 7380  
Bonney Lake, WA 98391
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### Exhibit D

**Striping Quantities - 2014**

<table>
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<tr>
<th>Streets</th>
<th>GEO</th>
<th>2014</th>
<th>Road Width</th>
<th>Functional Class</th>
<th>Road Length</th>
<th>Centerline</th>
<th>Double Centerline</th>
<th>Solid Centerline</th>
<th>D-L</th>
<th>Edge Line</th>
<th>Crush</th>
<th>Total Striping</th>
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<td>60th St E</td>
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<td>104</td>
<td>CASCADE DRIVE</td>
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<td>1976</td>
<td>1976</td>
<td>3952</td>
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</table>

4 Streets | TOTAL Lft. Ft of Striping SECTION 1 | 8341 | 2776 | 0 | 2373 | 8298 | 0 | 13447 |

| **Overlay (Striping for waterways)** | | | | | | | | |
| 1 | 201 | 30TH AVE | 21 | ARTERIAL | 1223 | 1223 | 2450 | 3675 | | | |
| 1 | 202 | WEST TAPS HIGHWAY (SECTION 2) | 21 | ARTERIAL | 385 | 385 | 910 | 1255 | | | |
| 1 | 202 | WEST TAPS HIGHWAY | 21 | ARTERIAL | 1283 | 1283 | | 1283 | | | |
| 1 | 218 | BOONEY LAKE BLVD | 24 | Collector | 3823 | 3781 | 7646 | 11427 | | | |
| 1 | 219 | BOONEY LAKE BLVD | 20 | Collector | 1916 | 1916 | 49 | 1966 | | | |
| 1 | 193RD AVE E | 20 | Local Access | 1183 | 733 | 1183 | | | | | |
| 1 | 223 | 183RD AVE E (2) | 20 | Collector | 823 | 823 | 1646 | 2469 | | | |
| 1 | 224 | 70TH ST EAST | 20 | Collector | 1030 | 1030 | 2060 | 3090 | | | |

5 Streets | TOTAL Lft. Ft of Striping SECTION 2 | 13893 | 9515 | 0 | 4863 | 22972 | 0 | 37350 |

| **TOTAL Lft. Ft of Striping - 2014** | | | | | | | | |
| 9 Streets | TOTAL Lft. Ft of Striping SECTION 3 | 70780 | 7696 | 0 | 10197 | 5534 | 31180 | 0 | 51073 |

| **TOTAL Lft. Ft of Striping SECTION 4** | | | | | | | | |
| 12 Streets | TOTAL Lft. Ft of Striping SECTION 4 | 38691 | 14850 | 12488 | 16403 | 0 | 35293 | 0 | 5310 | 84404 |
| 1 | 501 | 192ND AVE E (SECTION 4) | 24 | ARTERIAL | 2600 | 2600 | 5212 | 165 | 7983 | |
| 1 | 415 | 18TH ST E | 24 | ARTERIAL | 1962 | 3924 | 3924 | 101 | 7949 | |
| 1 | 146 | SOUTH FRANKLIN | 38 | Collector | 1920 | 1920 | | 2880 | | |
| 1 | 44 | 20TH AVE CT E | 60 | ARTERIAL | 495 | 495 | 495 | | | |
| 1 | 44 | 20TH AVE CT E | 24 | ARTERIAL | 1498 | 1498 | 75 | 1573 | | |
| 1 | 446 | SOUTH FRANKLIN | 72 | ARTERIAL | 1000 | 2001 | 12 | 1402 | 3415 | |
| 1 | 436 | SOUTH PRAIRIE ROAD | 60 | ARTERIAL | 379 | 318 | 1117 | 1435 | | |
| 1 | 444 | SOUTH PRAIRIE ROAD | 44 | ARTERIAL | 363 | 736 | | 726 | | |
| 1 | 44 | ANGELINE ROAD | 22 | Collector | 1520 | | | | | | |
| 1 | 417 | PANORAMA BLVD | 24 | ARTERIAL | 3347 | 3347 | | 3347 | | |
| 1 | 477 | 186TH AVE E | 24 | Collector | 2620 | 2012 | | 2012 | | |
| 1 | 4114 | MAIN STREET | 39 | Collector | 766 | 734 | 285 | 1736 | | |
| 1 | 4114 | MAIN STREET | 38 | Collector | 187 | 187 | 150 | 337 | | |
| 1 | 4114 | MAIN STREET | 24 | Collector | 530 | 530 | | 530 | | |
| 1 | 4114 | MAIN STREET | 38 | Collector | 620 | 620 | | 620 | | |
| 1 | 4120 | SKY ISLAND DRIVE | 60 | ARTERIAL | 565 | 1130 | 375 | 336 | 1841 | |
| 1 | 4120 | SKY ISLAND DRIVE | 42 | ARTERIAL | 675 | 1350 | 85 | 1435 | | |
| 1 | 4120 | SKY ISLAND DRIVE | 24 | ARTERIAL | 1320 | 1320 | | 1320 | | |
| 1 | 4120 | SKY ISLAND DRIVE | 24 | ARTERIAL | 3555 | 2561 | | 3465 | | |
| 1 | 4120 | SKY ISLAND DRIVE | 40 | ARTERIAL | 200 | 200 | | 200 | | |
| 1 | 4152 | 192ND AVE E (4) | 42 | Local Access | 200 | 200 | 150 | 400 | 600 | |
| 1 | 4153 | Veterans Memorial Drive | 36 | ARTERIAL | 1650 | 1360 | 1269 | 356 | 8225 | |
| 1 | 4153 | Veterans Memorial Drive | 36 | ARTERIAL | 1650 | 1360 | 1269 | 356 | 8225 | |

*Note: For Exhibits D, E, F, G, and H, only the streets listed are included in the total striping quantities.*
### Exhibit D
Striping Quantities -2014

<table>
<thead>
<tr>
<th># Streets</th>
<th>GED</th>
<th>2014 Road Functional Class</th>
<th>Road Length</th>
<th>Skip Centerline</th>
<th>Skip/Solid Centerline</th>
<th>Double Centerline</th>
<th>Solid Centerline</th>
<th>D=1X2</th>
<th>Cryst. Hatch</th>
<th>Sold White</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>Veterans Memorial Drive</td>
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<td>200TH AVE CT E</td>
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<td>SOUTH PRAIRIE ROAD</td>
<td>22 COLLECTOR</td>
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<td>1920</td>
<td>3840</td>
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<td>530</td>
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<td>214th AVE E</td>
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**Summary:**

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<th>TOTAL STRIPING CITY WIDE (Lin. FT)</th>
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<th>TOTAL LENGTH SEC 1 - 5 (Linear MILES)</th>
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**Opening Curb Stripping**

Paint (Traffic Yellow)

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<th>Road Length</th>
<th>Skip Centerline</th>
<th>Skip/Solid Centerline</th>
<th>Double Centerline</th>
<th>D=1X2</th>
<th>Cryst. Hatch</th>
<th>Sold White</th>
<th>TOTAL</th>
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<td>1010</td>
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<td>ARTERIAL</td>
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**Chip Seal (Requires 2 Coats)**

Paint (Traffic Yellow)

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<th>Skip/Solid Centerline</th>
<th>Double Centerline</th>
<th>D=1X2</th>
<th>Cryst. Hatch</th>
<th>Sold White</th>
<th>TOTAL</th>
</tr>
</thead>
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<td>0</td>
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**Total Chip Seal (Lin. FT):**

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<th>Road Functional Class</th>
<th>Road Length</th>
<th>Skip Centerline</th>
<th>Skip/Solid Centerline</th>
<th>Double Centerline</th>
<th>D=1X2</th>
<th>Cryst. Hatch</th>
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Exhibit D

Pavement Marking (Thermo-Plastic) Quantities:

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<th>Cross Street</th>
<th>Stop Bar</th>
<th>Line Width (Ft)</th>
<th>Lineal Feet</th>
<th>Cross Lineal Feet</th>
<th>Lineal Feet</th>
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<td>10</td>
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<td>2</td>
<td>20</td>
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<tr>
<td>8</td>
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<td>44</td>
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<td>6</td>
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<tr>
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<td>Brookside Drive</td>
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<td>Total:</td>
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</tr>
</tbody>
</table>

Legends & Symbols:

- Cross School 20: Straight

Turn Arrows:

- ZONE MPH Left /Left Right Straight /Right "ONLY"

Pavement Markings

Stop Bar
Crosswalk
L - Left Turn
R - Right Turn
L/S - Left/Straight
R/S - Right/Straight
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: PW / Transportation & Pak Supervisor Steve Willadson
Meeting/Workshop Date: 8 July 2014
Agenda Bill Number: AB14-75

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2389
Councilmember Sponsor: Donn Lewis

Agenda Subject: Award Contract to Doolittle Construction, LLC for the 2014 Chip Seal Application

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve The Contract With Doolittle Construction, LLC For The 2014 Chip Seal Application.

Administrative Recommendation: Approve

Background Summary: The City solicited quotes for the 2014 Chip Seal Application using the MRSC Small Works Roster on June 6, 2014. We received 3 quotes in the amount of:
Doolittle Construction, LLC-$168,984.56, Granite Construction $171,989.24 and Sierra Santa Fe Corporation $277,559.49.
Doolittle Construction, LLC has been low bidder for several years and does excellent street chip sealing work. The contract scope of work includes chip sealing of approximately 52,968 square yards and fog sealing of approximately 27,704 square yards. Location of this work is shown on attached map and exhibit "D" spreadsheet.
Attachments: Resolution, Exhibit A -Invitation to Quote/Scope of Work, Exhibit B -Quote Sheet, Exhibit D - Chip Seal Quantities, Construction Contract, and Map showing streets to be chip sealed.

BUDGET INFORMATION

<table>
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<th>Budget Amount</th>
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<th>Required Expenditure</th>
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<td>$185,000</td>
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Budget Explanation: 301.001.042.595.30.63.01 - Chip Seal Program Street CIP
*Striping of Chip Seal areas via Stripe Rite- additional cost of $3712. Construction contract amount: $168,984.56 + Contingency in the amount of $12,303.44 = $181,288. Revenue: Streets CIP funds

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development Date: 1 July 2014
Approvals:
Chair/Councilmember Donn Lewis
Councilmember Jim Rackley
Councilmember Randy McKibbin

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:
<table>
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<tr>
<td>Director:</td>
<td>Mayor:</td>
<td>Date Reviewed by City Attorney:</td>
</tr>
<tr>
<td>Dan Grigsby</td>
<td>Neil Johnson Jr.</td>
<td>(if applicable):</td>
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</table>

**N:\Everyone\Agenda Review\2014\7-8-14\AB14-75\AB14-75 2014 Chip Seal Doolittle Construction LLC .doc**

*Agenda Packet p. 48 of 104*
RESOLUTION NO. 2389

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACTOR AGREEMENT WITH DOOLITTLE CONSTRUCTION, LLC FOR THE 2014 CHIP SEAL APPLICATION.

WHEREAS, the City of Bonney Lake solicited Invitations to Quote for the 2014 Chip Seal Application on June 6, 2014; and

WHEREAS, the City has received 3 Quotes for the 2014 Chip Seal Application and has selected to award Doolittle Construction, LLC in the amount of $168,984.56; and

WHEREAS, the City Council adopted this annual project in the Street Capital budget; and

WHEREAS, the City Council finds that it is in the public interest that this project be carried out at this time;

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement to award this contract to Doolittle Construction, LLC in the amount of $168,984.56.

BE IT FURTHER RESOLVED; that the City of Bonney Lake Council does hereby authorize Construction Contingency in the amount of $12,303.44.

PASSED by the City Council this 8th day of July, 2014.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

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

THIS AGREEMENT, is made and entered into this 8th day of July 2014 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and Doolittle Construction, LLC, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

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

WHEREAS, sufficient CITY resources are not available to provide such work; and

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

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

1. SCOPE OF WORK.

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

2. TERM.

The Project shall begin no earlier than Refer to Notice to Proceed and shall be completed no later than Refer to Notice to Proceed, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the CONTRACTOR for work performed under this Agreement pursuant to accepted bid proposal attached hereto as Exhibit "B" and by this reference incorporated herein.
D. The CONTRACTOR shall submit to the CITY Clerk-Treasurer on forms approved by the Clerk-Treasurer, a voucher or invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the CONTRACTOR within approximately thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

7. HOLD HARMLESS INDEMNIFICATION.

   A. The CONTRACTOR shall defend, indemnify and hold the CITY, its officers, officials,
      employees and volunteers harmless from any and all claims, injuries, damages, losses or suits
      including attorney fees arising out of or resulting from the negligent acts, errors or omissions of
      the CONTRACTOR in performance of this Agreement, except for injuries and damages caused by
      the sole negligence of the CITY. In the event of liability for damages arising out of bodily injury to
      persons or damages to property caused by or resulting from the concurrent negligence of the
      CONTRACTOR and the CITY, its officers, officials, employees, and volunteers, the
      CONTRACTOR'S liability, including the duty and cost to defend, hereunder shall be only to the
      extent of the CONTRACTOR'S negligence. It is further specifically and expressly understood
      that the indemnification provided herein constitutes the CONTRACTOR'S waiver of immunity
      under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This
      waiver has been mutually negotiated by the parties. The provisions of this section shall survive the
      expiration or termination of this Agreement.

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

8. INSURANCE.

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

A. Minimum Scope of Insurance

The CONTRACTOR 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. **Worker’s 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**

CONTRACTOR 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.

**B. 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 Contractor’s insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor’s insurance and not contribute with it.

2. The Contractor’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.

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

4. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

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

11. NONDISCRIMINATION AND LEGAL COMPLIANCE.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the CONTRACTOR 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. Contractor understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Contractor shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to
the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

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

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. RETAINAGE.

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

18. PERFORMANCE BOND.

In accordance with Ch. 39.08 RCW, CONTRACTOR shall furnish to the CITY a bond, with a surety company licensed as a surety in Washington as surety, conditioned that CONTRACTOR shall faithfully perform all provisions of this Agreement and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for carrying out the Project. Said bond shall be in the amount of the total amount of this Agreement.

19. PREVAILING WAGE.

CONTRACTOR shall pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers, or mechanics for work related to the Project 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.

20. TERMINATION.

A. Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by written notice to the CONTRACTOR. In the event of termination for the convenience of the CITY, the CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner directed by the CITY.
B. Termination for Cause. If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

21. NOTICE.

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

22. ATTORNEYS FEES AND COSTS.

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

23. JURISDICTION AND VENUE.

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

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

24. SEVERABILITY.

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

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

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

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

CITY OF BONNEY LAKE

CONTRACTOR: __________________________

______________________________

Neil Johnson Jr., Mayor

______________________________

UBI Number _________________________

Date: ____________________________

Date: ____________________________

EXHIBIT “A” (Invitations to Quote/Scope of Work)
EXHIBIT “B” (Quote Sheet)
EXHIBIT “C” (Prevailing Wage Rates)
EXHIBIT “A”
Scope of Work

See the attached Project Work.
City of Bonney Lake
Small Public Works Project
Prevailing Wages are required to be paid

Invitation to Quote
Date: May 19, 2014

The City of Bonney Lake is accepting bids for a Small Public Works Project. As a contractor on our Small Works Roster, you are invited to submit a quote on this project.

**Project Title: 2014 Chip Seal Application**

**Scope of Work:**
Apply a standard chip seal to approximately 46,195 square yards of paved surface streets.  
Apply a fog seal to approximately 20,391 square yards of paved surface arterial & collector streets.  
Apply a standard chip seal to approximately 6,773 square yards of a chip sealed parking lot.  
Apply a fog seal to approximately 6,773 square yards of a chip sealed parking lot.
- Chip Seal application must conform to DOT specifications, (Attachment A, pgs 5&6).
- Traffic control will be provided by the contractor.
- Contractor will notify the City 30 days in advance of starting work.
- Chip seal will be applied to the following approximate square yards (see attached “Street Improvements 2014”).
- City crews will prepare all surfaces prior to the chip seal application.


**Date Proposals are requested:** Friday, June 06, 2014 by 3:00 p.m.

If you are interested in submitting a quote on this project please return packets to Triss Weber at 19306 Bonney Lake BLVD, Bonney Lake, WA 98391. If you have any questions, please contact Steve Willadson at (253) 261-5224.
EXHIBIT “B”
Bid Proposal

See the attached Project Bid Sheet.
EXHIBIT “C”
Prevailing Wage Rates

See the attached Prevailing Wage Rates.
Company Name: Doolittle Construction LLC  
Address: 1900 118th Ave. S.E.  
Bellevue, WA 98005  

Phone Number: 425 455 1150  
Fax Number: 425 455 6782  
Contact Name: Tom Doolittle  

Project Title: 2014 Chip Seal Application

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below. Schedule: Work shall be completed within 90 calendar days after the indicated starting date appearing in an official “Notice to Proceed” issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

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<td><strong>Total Bid</strong></td>
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<td>$168,984.56</td>
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City of Bonney Lake  
(253) 862-8602 Fax (253) 447 - 4330  
Mail to: PO Box 7380  
Bonney Lake, WA 98391
# Exhibit D
## 2014 Chip Seal Quantities

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<td>182nd Ave/62nd St intersection to end</td>
</tr>
<tr>
<td>228</td>
<td>184th Ave E</td>
<td>20</td>
<td>480</td>
<td>1067</td>
<td>One way access (In/Out) from 62nd St</td>
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<tr>
<td>228-1</td>
<td>184th Ave E</td>
<td>20</td>
<td>600</td>
<td>1333</td>
<td>Open area from access streets off 62nd St</td>
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<td>231</td>
<td>187th AVE E</td>
<td>12</td>
<td>610</td>
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<td>62nd St bridge to end</td>
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<td><strong>Bonnie Brae</strong></td>
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<tr>
<td>314</td>
<td>193RD AVE E (3)</td>
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<td>1201</td>
<td>2802</td>
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<td>315</td>
<td>77TH ST EAST</td>
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<td>316</td>
<td>79TH ST PL E</td>
<td>21</td>
<td>129</td>
<td>301</td>
<td>193rd Ave to cul de sac</td>
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<tr>
<td>321</td>
<td>78TH ST E</td>
<td>21</td>
<td>228</td>
<td>532</td>
<td>192nd Ave to cul de sac</td>
</tr>
<tr>
<td>322</td>
<td>78TH ST CT E</td>
<td>21</td>
<td>55</td>
<td>128</td>
<td>192nd Ave to cul de sac</td>
</tr>
<tr>
<td><strong>84th St to 77th St (Lake Bonney)</strong></td>
<td></td>
<td></td>
<td></td>
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<td>342</td>
<td>185TH AVE E</td>
<td>21</td>
<td>3005</td>
<td>7012</td>
<td>84th St to 77th St</td>
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<tr>
<td><strong>Minor Arterial</strong></td>
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<tr>
<td>4153-3</td>
<td>VETRANS MEMORIAL DRIVE</td>
<td>36</td>
<td>525</td>
<td>2100</td>
<td>Locust Ave to City Limits beyond Angeline Rd</td>
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<td>4153-4</td>
<td>VETRANS MEMORIAL DRIVE</td>
<td>24</td>
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<td><strong>Fog Seal</strong></td>
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<tr>
<td><strong>Collector</strong></td>
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<tr>
<td>447</td>
<td>ANGELINE ROAD</td>
<td>22</td>
<td>1920</td>
<td>4693</td>
<td>Veterans Memorial Drive to SR 410 overpass</td>
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<td><strong>Cedar Grove</strong></td>
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<td>505</td>
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<td>625</td>
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<td>506</td>
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<td>848</td>
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<td><strong>Fir View</strong></td>
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<td></td>
<td></td>
<td></td>
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<td>526</td>
<td>205TH AVE CT E</td>
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<td>203RD AVE CT E</td>
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<td>529</td>
<td>97TH ST CT E</td>
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<td>204th Ave to cul de sac</td>
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<td><strong>Brookwater</strong></td>
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<td>103rd ST E (Snow Route Access)</td>
<td>20</td>
<td>200</td>
<td>444</td>
<td>From 100' West of 195th Ave E to private Culdesac</td>
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<td><strong>Minor Arterial</strong></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>530</td>
<td>214th AVE E</td>
<td>48</td>
<td>180</td>
<td>960</td>
<td>SR 410 (South of SR 410) to</td>
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<tr>
<td>530-1</td>
<td>214th AVE E</td>
<td>48</td>
<td>200</td>
<td>1067</td>
<td>City Limits beyond 104th St</td>
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<tr>
<td>530-2</td>
<td>214th AVE E</td>
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<td>2000</td>
<td>8000</td>
<td>10,027 Square Yards</td>
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<td><strong>Fog Seal</strong></td>
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| Total Chip Seal Length | Miles | 3.4 | 46195 | Fog Seal Total: 20,391 Square Yards |

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<th>Parks:</th>
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<th>Length</th>
<th>Sq Yards</th>
<th>8.8% Sale Tax (Required)</th>
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<td>Bonney Lake BLVD</td>
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<td>Field 4 Parking Lot (AYP)</td>
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<td>300</td>
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<td>Approach</td>
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| Total Chip Seal Length | Miles | 0.1 | 6773 | Fog Seal 6,773 Square Yards |
The map features are approximate and are intended only to provide an indication of said features. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS." The County makes no warranty of fitness for a particular purpose.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact:
Community Development/
Ryan Harriman, AICP

Meeting/Workshop Date:
8 July 2014

Agenda Bill Number:
AB14-91

Agenda Item Type:
Resolution

Ordinance/Resolution Number:
2399

Councilmember Sponsor:
Donn Lewis

Agenda Subject: Approval of the Orchard Grove II Plat Alteration

Full Title/Motion: A Resolution of The City Council of The City of Bonney Lake, Pierce County, Washington, approving the Orchard Grove II Plat Alteration.

Administrative Recommendation: Approve

Background Summary: Orchard Grove II, an 18 lot, single-family residential subdivision, received final plat approval on April 1, 2013 and recorded in the Pierce County Auditor’s Office. The subdivision abuts the west side of 184th Avenue East, north of its intersection with 84th Street East within the City of Bonney Lake. The southernmost subdivision parcel, is designated “Tract A Storm Detention Pond” and was dedicated to the City of Bonney Lake as a public stormwater detention pond. The City of Bonney Lake received an application from Benjamin Ryan Communities, LLC in conjunction with the City of Bonney Lake Public Works Department to alter the Orchard Grove II plat per the procedural requirements of RCW 58.17.215. The applicant requests to change the dedication of Tract “A” to a “public works facility”. The request was presented to the Hearing Examiner on June 10, 2014. The Hearing Examiner issued a determination on June 17, 2014 recommending the Bonney Lake City Council approve the alteration by changing the use shown on Tract A from “Storm Detention Pond” to “Public Works Facility”.

Attachments: Resolution 2399, Hearing Examiner’s Decision, Plat of Orchard Grove II, and Plat Alteration.

BUDGET INFORMATION

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

Budget Explanation: Not Applicable

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: 1 July 2014

Approvals:
- Councilmember
  - Dan Swatman
  - Randy McKibbin
  - James Rackley

Consent Agenda: X Yes □ No

Forward to:

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director:
John P. Vodopich, AICP

Mayor:
Neil Johnson Jr.

Date Reviewed by City Attorney:
(if applicable):
RESOLUTION NO. 2399

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE ORCHARD GROVE II PLAT ALTERATION

WHEREAS, Benjamin Ryan Communities, LLC (Applicant) and The City of Bonney Lake Public Works Department seek final plat approval for the Orchard Grove II Plat Alteration; and

WHEREAS, the Orchard Grove II Subdivision, an 18 lot, single-family residential subdivision received final plat approval on April 1, 2013, and was recorded in the Pierce County Auditor’s Office; and

WHEREAS, the Orchard Grove II Subdivision abuts the west side of 184th Avenue East, north of its intersection with 84th Street East within the City of Bonney Lake. The southernmost subdivision parcel, is designated “Tract A Storm Detention Pond” and was dedicated to the City of Bonney Lake for use as a public stormwater detention pond; and

WHEREAS, the City of Bonney Lake received an application from the applicant requesting an alteration of the Orchard Grove II plat per the procedural requirements of RCW 58.17.215.; and

WHEREAS, the application contains the signatures of the majority of those persons having an ownership interest of lots, tracts, parcels, sites, or divisions in the subject subdivision or portion to be altered; and

WHEREAS, the applicant is requesting to change the dedication of Tract “A” to a public works facility; and

WHEREAS, the request was presented to the Hearing Examiner on June 10, 2014. The Hearing Examiner issued a determination on June 17, 2014 recommending the Bonney Lake City Council approve the alteration of Orchard Grove II by changing the use shown on Tract A from “Storm Detention Pond” to “Public Works Facility”;

WHEREAS, the City Council finds that the Orchard Grove II Plat Alteration is properly before the City Council for consideration, and that: (1) the Alteration satisfies the subdivision criteria set forth in Chapter 17.16 BLMC; (2) the Alteration satisfies the Plat Alteration procedural requirements of RCW 58.17.215; (3) the Hearing Examiner reviewed the request and recommends approval; and (4) the approval of the Orchard Grove II Plat Alteration would serve the public interest.
NOW, THEREFORE, the Bonney Lake City Council does hereby resolve that the Orchard Grove II Plat Alteration is approved. The Mayor is authorized to sign the mylar to enable the Applicant to record the Plat Alteration. The City Engineer and Community Development Director are authorized to sign off on the mylar.

PASSED by the City Council this 8th day of July, 2014.

_______________________________  
Neil Johnson, Jr., Mayor

ATTEST:

_________________________________  
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

_________________________________  
Kathleen Haggard, City Attorney
June 17, 2014

Benjamin Ryan Communities
10011 Bridgeport Way S.W., Suite 1500-212
Lakewood, WA 98499

RE:  Orchard Grove II-Plat Alteration
     PLN 2014-01732

Dear Applicant:

Transmitted herewith is the Report and Recommendation of the City of Bonney Lake
Hearing Examiner relating to the above-entitled matter.

Very truly yours,

[Signature]

STEPHEN K. CAUSSEAX, JR.
Hearing Examiner

SKC/jjp
cc:  Parties of Record
OFFICE OF THE HEARING EXAMINER

CITY OF BONNEY LAKE

REPORT AND RECOMMENDATION

CASE NO.: Orchard Grove II-Plat Alteration
PLN 2014-01732

OWNER/APPLICANT: Benjamin Ryan Communities
10011 Bridgeport Way S.W., Suite 1500-212
Lakewood, WA 98499

CONTACT: Benjamin Ryan Communities
Attn: James Kerby
10011 Bridgeport Way S.W., Suite 1500-212
Lakewood, WA 98499

PLANNER: Ryan Harriman, Associate Planner

SUMMARY OF REQUEST:

Plat Alteration to change the dedication of Tract “A” to a Public Works Facility. The application was signed on April 14, 2014 by the majority of property owners within the subdivision having interest in the tract. The project is located 8300 block of 184th Avenue East within the Orchard Grove II subdivision, in the NW 1/4 Section 33, Township 20 North, Range 5 East, W.M., Bonney Lake, Washington.

SUMMARY OF RECOMMENDATION: Approval.

PUBLIC HEARING:

After reviewing Community Development Department Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on June 10, 2014, at 9:04 a.m,

Parties wishing to testify were sworn in by the Examiner.
The following exhibits were submitted and made a part of the record as follows:

EXHIBIT "1" - Community Development Department Staff Report with Attachments
EXHIBIT "2" - Power Point Presentation Hard Copy

RYAN HARRIMAN appeared, presented the Community Development Department Staff Report, and testified that a majority of the plat parcel owners propose the plat alteration, not a majority of the residents. Benjamin Ryan Communities owns a majority of the lots. The City’s water plan shows a booster pump station at the location of the Tract A stormwater tract. The City will now take stormwater runoff from Orchard Grove I and pipe it to the City facility south of SR-410. Such will provide the City more options for use of the tract to include the potable water pump station and a pocket park. The City environmental official adopted the existing DNS for the plat.

DOUGLAS BUDZYNSKI, assistant City engineer, appeared on behalf of the application and testified that the pump station will utilize a series of pumps having different horsepowers. The pumps will maintain adequate water pressure for surrounding residents. They will use the minimum amount of pumping necessary to mitigate the noise issue. They have not sized the pump station for maximum needs to include fire flow. They will not add the additional pressure for fire flow. They were able to reduce the size of the pumps and the emergency generator. The five horsepower pump will run continuously and will create about the same noise as an idling, standard car. The two other pumps will activate when water usage creates a higher demand. They will locate the pumps within a building constructed of CMU bricks. The pumps will be within the building above ground. One will not hear the five horsepower pump when standing directly outside the building.

MR. HARRIMAN reappeared and testified that the City and the applicant must meet landscaping requirements as well, which will place the building in a natural setting.

No one spoke further in this matter and so the Examiner took the request under advisement and the hearing was concluded at 9:22 a.m.

NOTE: A complete record of this hearing is available in the City of Bonney Lake Community Development Department.

FINDINGS, CONCLUSIONS, AND RECOMMENDATION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, previously viewed the property, heard testimony, and taken this matter under advisement.
2. The City of Bonney Lake reviewed the content of the Determination of Nonsignificance (DNS) and SEPA checklist for the Orchard Grove II subdivision and determined that those documents meet the City of Bonney Lake environmental review standards and needs for the above described proposal. The City of Bonney Lake is adopting these documents pursuant to WAC 197.11.630.

3. The Notice of Application and Public Hearing was mailed on May 19, 2014 to all property owners within 600-ft of the outer boundary of the plat of Orchard Grove II. See Attachment E.

4. Orchard Grove II, an 18 lot, single-family residential subdivision received final plat approval on April 1, 2013, and was recorded in the Pierce County Auditor’s Office. The subdivision abuts the west side of 184th Avenue East, north of its intersection with 84th Street East within the City of Bonney Lake. The southernmost subdivision parcel, located at the northwest corner of the intersection of 184th Avenue East and 84th Street East, is designated “Tract A Storm Detention Pond” and consists of 18,613 square feet. The plat developer dedicated the tract to the City of Bonney Lake for use as a public stormwater detention pond. Stormwater runoff from lots within Orchard Grove II flow down a private, stormwater easement located along the western edge of Orchard Grove II into the Tract A storm detention pond.

5. Since the property was dedicated to the City as a stormwater tract, it can only be used as such. The City desires to improve the Tract A with a potable water booster pumping facility that will implement the City's Comprehensive Water Plan. However, the City cannot install the booster pumps within Tract A until it changes its dedicated usage to Public Works Facility. A majority of lot owners and the City have jointly requested a plat alteration to change the use of Tract A from a "Storm Detention Pond" to a "Public Works Facility".

6. The City has not adopted plat alteration procedures or standards and therefore relies upon the plat alteration requirements set forth in RCW 58.17.215. Said statute requires signatures of a majority of those persons having an ownership interest in lots within the subdivision or portions thereof proposed for alteration. In the present case, Benjamin Ryan Communities owns more than half of the lots within Orchard Grove II and has signed the application for plat alteration. The City has determined that the alteration will not violate "restrictive covenants which were filed at the time of the approval of the subdivision", and therefore the application does not need the signatures of all lot owners.

7. RCW 58.17.215 requires as follows:

   The legislative body shall determine the public use and interest in the proposed alteration and may deny or approve the application for alteration....

   In the present case, the alteration will serve the public use and interest by
eliminating the use of Tract A as a storm detention pond. The City will now pump the stormwater runoff to the City's stormwater facilities south of SR-410 via the storm drainage pipe in 84th Street East. Residents from the area will no longer have an open stormwater pond in the area that could breed mosquitoes. Furthermore, the alteration will further serve the public use and interest by providing a location for a public, domestic water, pumping facility that will ensure proper water pressure for residents throughout the area. In addition, the City will beautify the pump station with landscaping and could create a pocket park in the future. Finally, the pumping station will have no adverse impacts on nearby parcels as the City will enclose all pumps within a building constructed of CMU bricks.

CONCLUSIONS:

1. The Hearing Examiner has jurisdiction to consider and make recommendations on the issues presented by this request.

2. The City and Benjamin Ryan Communities have shown that the request for a plat alteration satisfies all procedural and substantive requirements of RCW 58.17.215 and therefore the plat alteration should be approved.

RECOMMENDATION:

It is hereby recommended that the Bonney Lake City Council approve the plat alteration of Orchard Grove II by changing the use shown on Tract A from "Storm Detention Pond" to "Public Works Facility".

ORDERED this 17th day of June, 2014.

[Signature]

STEPHEN K. CAUSSEAX, JR.
Hearing Examiner

TRANSMITTED this 17th day of June, 2014, to the following:

OWNER/APPLICANT: Benjamin Ryan Communities
10011 Bridgeport Way S.W., Suite 1500-212
Lakewood, WA 98499

CONTACT: Benjamin Ryan Communities
Attn: James Kerby
10011 Bridgeport Way S.W., Suite 1500-212
Lakewood, WA 98499

OTHERS: CITY OF BONNEY LAKE
CASE NO. : Orchard Grove II-Plat Alteration
PLN 2014-01732

NOTICE

RECONSIDERATION:

Any aggrieved person feeling that the recommendation of the Examiner is based on errors of procedure or errors of misinterpretation of fact may make a written request for review by the Examiner in writing and filed not later than 5:00 p.m. on June 26, 2014, (7 working days) with the Planning and Community Development Department. This request shall set forth the alleged errors or misinterpretations, and the Examiner may, after review of the record, take such further action as he deems proper and may render a revised recommendation.
ORTHARD GROVE II
A PORTION OF THE NW 1/4, NW 1/4 OF SEC. 33, TWP. 20 N., RNG. 5 E., W.M.
CITY OF BONNEY LAKE,
PIERCE COUNTY,
WASHINGTON

DEDICATION:
WE, THE UNDERSIGNED OWNERS OF THE HERETO DESCRIBED PROPERTY DEDICATE
THESE LOTS TO THE PURCHASERS THEREOF. TRACT "A" IS A STORM DETENTION
TRACT DEDICATED TO THE PUBLIC.
WE DEDICATE THE EASEMENTS TO THE USE OF THE PUBLIC FOREVER AND HEREBY
GRANT TO THE PUBLIC THE RIGHT OF WAY SHOWN AND THE RIGHT TO MAKE
NECESSARY SLOPES FOR CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL
REASONABLE LOCATION OF THESE EASEMENTS.

THIS SUBDIVISION HAS BEEN MADE WITH THE FREE CONSENT AND IN
ACCORDANCE WITH THE DESIRES OF THE OWNER OR OWNERS.

BENJAMIN RYAN COMMUNITIES LLC., A
WASHINGTON LIMITED
LIABILITY COMPANY

ACKNOWLEDGEMENTS:
STATE OF WASHINGTON
COUNTY OF Pierce

ON THIS 20 DAY OF January, 2013, AND IN THE CITY OF
TACOMA, COUNTY OF Pierce, WASHINGTON, I, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED UNTO ME,
PERSO schl ELECTORAL OFFICE OF THE STATE OF WASHINGTON;
AND OATH STATED THAT I, THE UNDERSIGNED, AM THE
VICE PRESIDENT OF BENJAMIN RYAN COMMUNITIES LLC., A COMPANY THAT EXECUTED
THE PLANS AND SPECIFICATIONS, AND ACKNOWLEDGE SAID INSTRUMENT TO BE
THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION. FOR THE USES
THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT I WAS
AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED, IF ANY,
IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL HEREUNDER AFFIXED THE DAY AND YEAR IN THIS
CERTIFICATE ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING IN TACOMA,
My Commission Expires

LEGAL DESCRIPTION:
LOTS 1, 3, 4, AND 5, PIERCE COUNTY SHORT PLAT NO. 80-49, ACCORDING TO
THE PLAT THEREOF RECORDED IN REC. 40 OF SWIFT PLAT, PAGE 5, BEING A
RE-RECORD OF PIERCE COUNTY SHORT PLAT NO. 78-645, IN PIERCE COUNTY,
WASHINGTON.
TOGETHER WITH THAT PORTION OF 184TH AVENUE EAST VACATED BY ORDINANCE
NO. 628 AND RECORDED UNDER RECORDING NO. 91308900206.

Basis of Bearing:
TRUE NORTH, BASED UPON GLOBAL POSITIONING SYSTEM (GPS)
LAMBERT GRID WASHINGTON STATE SOUTH ZONE COORDINATES. A
CONVERGENCE ANGLE OF 01° 13' 31" COUNTERCLOCKWISE WAS
APPLIED AT A 7" IN 3' BRASS DISC MARKING THE WEST QUARTER
CORNER OF SECTION 33, TOWNSHIP 50 N., RANGE 5 E., OF THE
FEDERAL LANDS.
THE MONUMENT IS LOCATED AT THE INTERSECTION OF 184RD AVE EAST AND VETERANS DRIVE, THE NORTH AMERICAN
DATUM OF 1983 / 1992 SETTED TO 1209.640287608 AND TO BE 7679.436 / 7293.137 AT THAT POINT.
BOTH THE SURF
LEVEL CORRECTION FACTOR OF 0.009699754101 AND THE
FACTOR OF 0.009699754101 WAS APPLIED TO THE GRID COORDINATES FOR
SHOWN GROUND DISTANCES.

Auditor's Certificate:
FILED FOR RECORD THIS 41 MINUTES PAST 20th DAY OF
February, 2013, AT 2:41 PM, AS RECORD NUMBER 1300836001.

Julie Anders
Pierce County Auditor

Land Surveyor's Certificate:
I HEREBY CERTIFY THAT THIS PLAT OF ORCHARD GROVE II IS BASED UPON AN
ACTUAL SURVEY DONE BY ME UNDER MY DIRECT SUPERVISION.
THE BEACON POINTS AND CORNERS ARE CORRECTLY PLACED.
THE DESCRIPTIVE MONUMENTS ARE PLACED ACCORDINGLY.
THE DESCRIPTIVE MONUMENTS HAVE BEEN SET AND CORNERED INTO THE
PROPER DN/RC AND ALL OTHER MONUMENTS AND LOT CORNERS HAVE BEEN SET OR BOXED WITH THE CITY AND WILL BE SET PRIOR TO THE
RELEASE OF THE BOND, THAT I HAVE FULLY COMPLIANT WITH ALL STATE, COUNTY AND CITY REGULATIONS AND THAT IT COMPLIES TO THE
APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEEF.

Stephen M. Wood
P.L.S. 39665

Notes:
1) THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY
FIELD TRAVELER UTILIZING A ONE (1) SECOND THEODELITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING UNIT (DISTANCE 600)
AND REAL TIME KINEMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (GPS). LINEAR AND ANGULAR CLOSURE OF THE TRAVELERS
MET THE STANDARDS OF WAC 335-130-690.
2) FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS
HAVE BEEN PLACED IN THE TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY SUBSTITUTION GUARANTEE ORDER
NO. 12313335, 12-11-12. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.
3) OFFSET DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO
PROPERTY LINES.
DEDICATION:

WE, THE UNDERSIGNED OWNERS OF THE HERIN DESCRIBED PROPERTY DEED DEDICATE THESE LOTS TO THE PURCHASERS THEREOF. TRACT A IS A PUBLIC WORKS FACILITY DEDICATED TO THE PUBLIC. WE DEDICATE THE EASEMENTS TO THE USE OF THE PUBLIC FOREVER AND HEREBY GRANT TO THE PUBLIC THE RIGHT OF WAY SHOWN AND THE RIGHT TO MAINTAIN NEEDED IN ACTS FOR CARE AND TILLS UPON THESE LOTS IN THE ORIGINAL REASONS OF THE STREETS.

THIS SUBDIVISION HAS BEEN MADE WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE MAJORITY OF THE OWNERS.

PER RCM 58.17.215

MAJORITY PROPERTY OWNERS

BENJAMIN RYAN COMMUNITIES LLC, A

WASHINGTON LIMITED LIABILITY COMPANY

BY:

IT IS

ACKNOWLEDGEMENTS:

STATE OF WASHINGTON

COUNTY OF WASHINGTON

ON THIS DAY OF 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED TO ME PERSONAL KNOWLEDGE OF THE ISSUER (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE ISSUER OF THE CERTIFICATE OF DEDICATION. I AM A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, AND ON OATH SAID THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL APPEARED. IF ANY, IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

PRINT NOTARY NAME

STATE OF WASHINGTON

COUNTY OF WASHINGTON

ON THIS DAY OF 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED TO ME PERSONAL KNOWLEDGE OF THE ISSUER (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE ISSUER OF THE CERTIFICATE OF DEDICATION. I AM A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, AND ON OATH SAID THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL APPEARED. IF ANY, IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

PRINT NOTARY NAME

AUDITOR’S CERTIFICATE:

FILED FOR RECORD THIS DAY OF 2023, AT P.M. IN THE OFFICE OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON, RECORDING NUMBER 829933.

PITCHE COUNTY AUDITOR

FEE:

BY:

LAND SURVEYOR’S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF ORCHARD GROVE II IS BASED ON THE FOLLOWING DATA: THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY; THAT THE PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL OTHER MONUMENTS AND CORNERS HAVE BEEN SET ON THE CITY AND WILL BE SET PRIOR TO THE RELEASE OF THE BOND, THAT THE SAME HAVE BEEN FULLY COMPLIED WITH ALL STATE, COUNTY AND MUNICIPAL ORDINANCES GOVERNING PLATINGS AND THAT IT CONFORM TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEROF.

BY:

DATE: 5/24/2014

APPRAISALS:

CITY ENGINEER

ALL CONSTRUCTION OF PUBLIC FACILITIES INCLUDING WATER, SEWER, STREETS, SIDEWALKS AND STORMWATER SYSTEMS HAVE BEEN COMPLETED OR BONDED TO ENSURE COMPLETION IN CONFORMANCE WITH CITY OF BONNEY LAKE STANDARDS AND REQUIREMENTS. BONDS IN THE PROPER AMOUNTS HAVE BEEN POSTED TO COVER MAINTENANCE OF THE PUBLIC IMPROVEMENTS FOR ONE YEAR, AND ALL CONDITIONS OF PRELIMINARY PLAT HAVE BEEN COMPLETED.

CITY ENGINEER

DATE

COMMUNITY DEVELOPMENT DEPARTMENT:

I HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE CITY OF BONNEY LAKE COMPREHENSIVE PLAN ZONING CODE AND ENVIRONMENTAL REGULATIONS.

COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR

DATE

CITY COUNCIL

I HEREBY CERTIFY THAT THE WITHIN PLAT OF ORCHARD GROVE II IS DULY APPROVED BY THE CITY OF BONNEY LAKE, WASHINGTON CITY COUNCIL.

CITY COUNCIL

DATE

MAYOR

DATE

CITY CLERK

DATE

HEALTH DEPARTMENT:

DATE

DEPARTMENT REPRESENTATIVE

DATE

FIRE DEPARTMENT:

DATE

FIRE MARSHAL

DATE

ASSESSOR - TREASURER:

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES AND OBLIGATIONS HAVE BEEN PAID AND DISCHARGED.

ASSESSOR-TREASURER, PIERCE COUNTY, WASHINGTON

DATE

LEGAL DESCRIPTION:

LOTS 1, 2, 3 AND 4 PIERCE COUNTY SHORT PLAT NO. 80-42, ACCORDING TO THE PLAT THEROF RECORD IN VOLUME 40 OF SHORT PLAT PAGE E, BEING A RE-RECORD OF PIERCE COUNTY SHORT PLAT NO. 78-655, IN PIERCE COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF 18TH AVENUE EAST VACATED BY ORDINANCE NO. 8/29 AND RECORDED UNDER RECORDING NO. R9198002060.

SITUTA IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Basis of Bearing:

TRUE NORTH BASED UPON GLOBAL POSITIONING SYSTEM (GPS)

LAMBERT GRID WASHINGTON STATE SOUTHERN ZONE COORDINATES, A CONVERGENCE ANGLE OF 0.0133" (1:72.50) WAS APPLIED AT A N 3° E AT THE GRID COORDINATES WERE FOUND TO BE CHECKED AT 1068141.949 1022929.515.


THE MONUMENTATION FOR THIS SITE WAS ACCURATELY MAPPED BY FIELD TRAVERSING UTILIZING A 19" SECOND THEODOLITH WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (500 METER 600) AND REAL TIME KINEOMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (GPS). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSING MEET THE STANDARDS OF THE NATIONAL CENTER FOR COORDINATE MEASUREMENTS AND TIMELINE.

Notes:

1) THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCURATELY MAPPED BY FIELD TRAVERSING UTILIZING A 19" SECOND THEODOLITH WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (500 METER 600) AND REAL TIME KINEOMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (GPS). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSING MEET THE STANDARDS OF THE NATIONAL CENTER FOR COORDINATE MEASUREMENTS AND TIMELINE.

2) FULL RELIANCE FOR LEGAL DESCRIPTONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE ORDERS NO. 4069-19151375, DATED JUNE 21, 2012. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.

3) OFFSET DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO PROPERTY LINES.

This plat alteration is being accomplished by the approval of the plat of Orchard Grove II. Filed under Pierce County Recording No. 2013R01501, FROM A PUBLIC "STORM DETENTION POND" TRACT, TO A PUBLIC "PUBLIC WORKS FACILITY" TRACT.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact: Executive / Don Morrison</th>
<th>Meeting/Workshop Date: 8 July 2014</th>
<th>Agenda Bill Number: AB14-95</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Item Type: Resolution</td>
<td>Ordinance/Resolution Number: 2401</td>
<td>Councilmember Sponsor:</td>
</tr>
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**Agenda Subject:** Solid Waste Collection Contract

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign Amendment No. 2 To The Agreement With D.M. Disposal For Collection & Disposal Of Solid Waste, Recyclables & Yard Waste.

**Administrative Recommendation:** Approve

**Background Summary:** This is the second amendment to the City's 2004 contract with DM Disposal for collection of solid waste, recyclables, and yard waste. This was studied extensively by an Ad Hoc Committee of the Council for the past six months. The contract will be extended for five more years, with a three-year extension that may be terminated by the City due to inadequate or insufficient service with a 180-day written notice. Highlights include: 1) a three-year rate freeze (with catch-up provision in 2017); 2) addition of three glass drop boxes within the City limits for City customers for glass recycling; 3) an increase in the threshold that allows DM to surcharge rates due to increased diesel costs; 4) an annual sensitive document shredding event for City residents in conjunction with the "Spring Clean-Up" event; 5) recycling education services available during Bonney Lake Days; 6) inclusion of Murrey's commercial roll-off services in the City utility tax/fee base (additional $25K per year to the General Fund) and reimbursement, over the next eight years, for $100,000 in past utility taxes not paid by Murray's; 7) automated waste collection to begin in November 2014; and 8) a substitution of a Contract Administration Fee in lieu of the Franchise Fee.

**Attachments:** Resolution 2401

**BUDGET INFORMATION**

<table>
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<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
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**Budget Explanation:** NA

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<th>Council Committee Review: Other Date:</th>
<th>Approvals:</th>
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<th>No</th>
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<tr>
<td>Chair/Councilmember Dan Swatman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Councilmember Donn Lewis</td>
<td></td>
<td></td>
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<tr>
<td>Councilmember Katrina Minton-Davis</td>
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**Forward to:** Council

**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>
</tr>
</thead>
<tbody>
<tr>
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| Meeting Date(s): 8 July 2014 | 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></td>
<td>Neil Johnson, Jr.</td>
<td>June 2014</td>
</tr>
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</table>

Version Oct. 2010
RESOLUTION NO. 2401

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 2 TO THE AGREEMENT WITH DM DISPOSAL FOR COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLES, AND YARD WASTE.

WHEREAS, the City Council previously approved prior an Agreement with DM Disposal dated July 27, 2004 and an Amendment December 8, 2009; and

WHEREAS, the current Amendment expires December 31, 2014; and

WHEREAS, the City has been actively negotiating a second Amendment to the original 2004 Agreement including additional items of value to the City and DM Disposal;

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign Amendment No. 2 to the Agreement with DM Disposal and accompanying Exhibit A, attached hereto.

PASSED by the City Council this 8th day of July, 2014.

______________________________
Neil Johnson, Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

______________________________
Kathleen Haggard, City Attorney
AMENDMENT NO. 2
TO
AGREEMENT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLES AND YARD WASTE IN THE CITY OF BONNEY LAKE BETWEEN THE CITY OF BONNEY LAKE AND D. M. DISPOSAL CO., INC.

THIS AMENDMENT ("Amendment") is made and entered into this ____ day of July, 2014, by and between the CITY OF BONNEY LAKE, a municipal corporation ("City"), and D. M. DISPOSAL CO., INC., a Washington Corporation ("Contractor"), with reference to the following facts:

RECITALS

A. The City and the Contractor previously entered into that certain Agreement for the Collection and Disposal of Solid Waste, Recyclables and Yard Waste in the City of Bonney Lake, dated July 27th, 2004, as revised by that certain Amendment No. 1 thereto, dated December 8, 2009 (together, the “Agreement”);

B. The City and Contractor wish to extend the term of the Agreement and make certain other amendments to the Agreement, all as reflected in this Amendment; and

C. The City and Contractor now are executing this Amendment to memorialize these amendments to the Agreement.

AMENDMENT

In consideration of the mutual promises set forth below and in the underlying Agreement, the parties hereby agree to amend the Agreement as follows:

1. **Section 3 of the Agreement – Term/Implementation of New Term and Conditions**

   Section 3 of the Agreement is hereby amended to extend the Agreement Term for an additional five (5) year period by mutual agreement of the parties. The Agreement Term shall now run through December 31, 2019. Upon expiration of the Agreement Term, the Agreement shall automatically renew for an additional three (3) year period under the same terms and conditions, unless the City determines, in its sole discretion, that Contractor is providing inadequate or insufficient service to customers in breach of the Agreement; provided that Contractor shall have thirty (30) days to cure said inadequacy or insufficiency after receiving notice from the City.

2. **Section 7(a) of the Agreement “Revision of Rates”**

   Section 7(a) “Revision of Rates”, as amended by Amendment No. 1, Item 2, is hereby deleted in its entirety and the following is substituted in its stead:

   “Annual CPI Adjustment: Beginning March 1st, 2017 and for every year thereafter through the end of the Agreement Term or any extension, rates
set forth in Exhibit “A” shall be adjusted by eighty percent (80%) of the change in the Consumer Price Index as maintained by the U.S. Department of Labor, “Seattle-Tacoma-Bremerton average” for all urban consumers or successor indices (excluding any CPI adjustment to the City utility tax and/or other municipal fee or tax amounts in Exhibit “A”) (“CPI”), for the immediately preceding twelve (12) month period (except as set forth below for the adjustment on March 1, 2017) derived from the most currently published index available. The Parties also agree that there shall be a freeze or moratorium on imposing the annual CPI adjustment for the charges for collection service only until March 1, 2017, at which time the CPI adjustment will be made based on eighty percent (80%) of the change in the CPI for the immediately preceding thirty-six (36) month period, cumulatively applied and subject to a maximum annual adjustment of two percent (2%) per year or six percent (6%) in the aggregate. This adjustment moratorium shall not apply with respect to adjustments in disposal fees or fuel costs. The rates set forth in Exhibit “A” shall also be subject to a diesel-CNG fuel surcharge assessment by Contractor to be approved by the City based on the differential between the actual diesel-CNG fuel costs incurred over the initial base rate of $3.25/gallon (including taxes) at the execution of this Agreement. Contractor shall provide City with documentation of all actual costs paid upon request. If, after initiating a fuel surcharge, diesel-CNG fuel prices decrease to or below the $3.25/gallon base rate, the surcharge will be eliminated beginning at the next regular billing cycle for so long as diesel-CNG fuel prices remain at or below the $3.25/gallon rate. The approval for any fuel surcharge shall not be unreasonably withheld by the City. The Contractor shall provide the City with notice of any proposed rate increase, in any event, not less than seventy-five (75) days prior to the requested effective date of the proposed rate adjustment, and any fuel surcharge shall take into account the actual diesel-CNG fuel costs incurred over the notice period, as applicable. Exhibit “A” will be subsequently amended to reflect those revised rates from time to time.

Section 7(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

**Notice of Rate Increases/Decreases.** The Contractor shall provide the City with notice of any such proposed rate increase or decrease upon being notified of an increase or decrease, but in any event not less than seventy-five (75) days prior to the effective date of such increase or decrease. In connection therewith, the Contractor shall provide the City with all reasonable information requested by the City related to such rate adjustments.

3. **Section 9 of the Agreement “Collection Related Services”**

The subparagraphs of Section 9 “Collection Related Services” noted below are hereby amended to add each of the following sentences as the final sentence, respectively, of each such subparagraph:
(l) “Contractor shall also offer, in conjunction with “Spring Clean-Up” provided once per a year, a sensitive document shredding event free of charge for City customers.”

(m) “Contractor will also provide “Recycling Education Services” during Bonney Lake Days to educate City residents and businesses on how to participate in recycling opportunities offered by the Contractor.”

4. **Murrey’s Disposal Jurisdiction Transfer; Full and Final Release of Claims**

   a. **Transfer of Jurisdiction.** Upon execution of this Amendment, the parties intend to work together to effect the transfer to the City of jurisdiction for the commercial roll-off container solid waste services provided by Murrey’s Disposal Company, Inc. (“Murrey’s”) within the current City limits pursuant to RCW 81.77.020, *et al.*, which specialized service has remained previously under the jurisdiction and authority of the Washington Utilities and Transportation Commission (“WUTC”); provided, however, that once such jurisdiction transfer is complete (the “Transfer Date”), the Contractor shall have the exclusive right and the obligation (itself or through one of its affiliates) to provide such commercial roll-off container solid waste services under the Agreement for the Agreement Term; and, provided further, that Contractor’s rates for these services shall initially remain at the levels currently published and approved for Murrey’s by the WUTC, which roll-off rates are set forth in Exhibit “A” as referenced in Section 6 of this Amendment, below. The City, for its part, shall notify the WUTC of the City’s intent to assume jurisdiction of roll-off services provided within the current City limits.

   b. **Definition of Released Claims.** As used in this Amendment, the term “Released Claims” refers to and includes any and all acts, actions, causes of action, complaints, claims for relief, fines, counts, suits, proceedings, and every claim, obligation or other liability of whatever nature, whether known or unknown, suspected or unsuspected, which now exist or may exist, from the beginning of time up to and including the Transfer Date, arising directly or indirectly from or otherwise relating to the City utility taxes that Murrey’s or any of its affiliates or customers may owe to the City as a result of the commercial roll-off container solid waste services Murrey’s has provided, and will provide to customers within the incorporated area of the City, Murrey’s alleged failure to amend its tariff with the WUTC to allow for the collection of such tax from its customers, Murrey’s alleged failure to collect such utility taxes from its customers in the City, and Murrey’s alleged failure to remit such taxes to the City; provided that the Released Claims shall not include any claims arising out of, and nothing in this Section 4 shall affect, any of the rights or obligations of any of the parties under this Amendment.

   c. **Full and Final Release of Claims.** Upon the effective date of this Amendment, (a) the City, on behalf of itself and each of its employees, officers, managers, elected officials, attorneys, agents, representatives, successors and assigns (each a “City Party” and collectively, the “City Parties”) hereby fully and finally RELEASES, ACQUITS and FOREVER discharges Murrey’s, the Contractor and each of their respective subsidiaries, affiliates, members,
shareholders, managers, officers, directors, attorneys, agents, representatives, successors and assigns (each a “Murrey’s Party” and collectively, the “Murrey’s Parties”) from any liability or responsibility for any Released Claims, whether asserted by the City against Murrey’s or the Contractor under law, the Agreement, this Amendment or otherwise, WHICH RELEASE SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE CITY OR ANY OF THE CITY PARTIES ALLEGED OR PROVE (i) THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF MURREY’S, THE CONTRACTOR OR ANY MURREY’S PARTY OR (ii) THE SOLE OR CONCURRENT STRICT LIABILITY OF ANY OF MURREY’S, THE CONTRACTOR OR ANY MURREY’S PARTY and (b) each of Murrey’s and the Contractor, on behalf of itself and each Murrey’s Party, hereby fully and finally RELEASES, ACQUITS and FOREVER discharges the City and each City Party from any liability or responsibility for any Released Claims, WHICH RELEASE SHALL BE ENFORCEABLE REGARDLESS OF WHETHER MURREY’S, THE CONTRACTOR OR ANY OF THE MURREY’S PARTIES ALLEGED OR PROVE (i) THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE CITY OR ANY CITY PARTY OR (ii) THE SOLE OR CONCURRENT STRICT LIABILITY OF THE CITY OR ANY CITY PARTY.

d. Reimbursement and Settlement Payment. As consideration for the releases in this Section 4, within five business days of January 1, 2015 and at or near each successive anniversary thereof during the Agreement Term, Contractor shall pay to City $12,500, in eight (8) equal, annual installments, for an aggregate total of $100,000.

5. Section 10(c) of the Agreement “Contractor’s Equipment”

Section 10(c) of the Agreement “Contractor’s Equipment” is hereby deleted in its entirety and the following is substituted in its stead:

“The Contractor shall furnish recycling carts and yard waste carts to all accounts requesting recycling services. Contractor shall coordinate with the City to site and provide up to three (3) total glass drop boxes within the City limits for City customers to deliver glass for recycling.”

Section 10 of the Agreement is further revised by adding a new subparagraph (f) as follows:

“(f) On or before November 1, 2014, Contractor shall provide residential solid waste collection services within the City limits on an exclusive basis utilizing Contractor supplied garbage carts for current rates in Exhibit “A”. Contractor will invest additional capital, as needed, in trucks, accessory equipment and carts as part of the new automated City solid waste collection system. Beginning on or after March 1, 2017 Contractor shall charge $0.75 per month for cart rental fees for 10, 24 and 32 gallon carts and $1.05 per month cart rental fees for 64 and 96 gallon Contractor-supplied carts.
6. **Amendment to Exhibit “A”**

Exhibit “A” to the Agreement is hereby deleted in its entirety and replaced by the new Exhibit “A,” attached to this Amendment as Exhibit “A”.

7. **Taxes,Permits and Fees**

Section 14(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

“Contractor shall bill customers and remit to the City the applicable City Utility Tax currently levied at a rate of 6% on all solid waste collection as outlined in the City’s Municipal Code Section 5.04.030, and/or other municipal fees or taxes, if any, as are now or later established by the City. The current City franchise fee of 6% of gross revenues is hereby terminated and substituted in its place is a 6% “Contract Administration Fee” to be assessed on the gross revenues of the Contractor derived from services provided pursuant to this Agreement and invoiced to Contractor’s customers. This fee is intended to compensate the City for out of pocket costs arising from the contract, including wear and tear on the City streets and infrastructure, contract administration, customer relations and education, and enforcement of the universal service requirement. The City utility tax and other City taxes and fees, including without limitation the Contract Administration Fee, shall be incorporated in Contractor collection rates when billed to customers.”

Upon execution of this Amendment, the parties hereby release each other and their respective officers, elected officials, directors, employees, agents and affiliates from and agree to waive any outstanding liabilities for utility taxes and/or other municipal fees or taxes alleged to be due on any past solid waste services provided within the City limits.

8. **Whole Agreement**

The Agreement, together with this Amendment, and any exhibits or attachments hereto or thereto, constitutes the entire agreement between the City and the Contractor with respect to the matters described herein and therein. No prior written or oral statement or proposal shall alter any term or provision of the Agreement or this Amendment. City and Contractor agree that the Agreement, as amended by this Amendment, is in full force and effect. In the event of any conflict between the original terms of the Agreement, as amended, and this Amendment, including any attachments or exhibits hereto or thereto, the terms of this Amendment (including the attachments and exhibits hereto) shall prevail. The Agreement may be further modified or amended only by a written agreement duly executed by authorized representatives of the Contractor and the City.
IN WITNESS WHEREOF, each of the parties have caused this AMENDMENT NO. 2 to be executed by its duly authorized representative set forth below.

CITY OF BONNEY LAKE

By: ________________________________
Name: Neil Johnson
Title: Mayor

D. M. DISPOSAL CO., INC.

By: ________________________________
Name: Dan Schooler
Title: Division Vice President

AS TO SECTION 4 ONLY:

MURREY’S DISPOSAL COMPANY, INC.

By: ________________________________
Name: Dan Schooler
Title: Division Vice President
## Residential Garbage & Recycle Service:

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<th>Service Description</th>
<th>Rate Per Month</th>
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<tbody>
<tr>
<td>Garbage Cart Service (weekly) - includes Every-Other-Week 96 gallon Recycle Cart Service:</td>
<td></td>
</tr>
<tr>
<td>10 Gallon Cart</td>
<td>13.57</td>
</tr>
<tr>
<td>20 Gallon Cart</td>
<td>18.65</td>
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<tr>
<td>32 Gallon Cart</td>
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<tr>
<td>64 Gallon Cart</td>
<td>32.75</td>
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<td>96 Gallon Cart</td>
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<tr>
<td>50’ maximum walk-in fee (per cart)</td>
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<tr>
<td>Additional recycling cart (65 or 95 gallon)</td>
<td>6.14</td>
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### Occasional Rates:

- Occasional extra (limit 32 gallons)                     | 5.23           |
- Occasional extra 50’ from curb (limit 32 gallons)       | 5.57           |
- Return trip charge, (per unit)                          | 9.42           |
- Stop and Restart within 12-month - per unit, per re-delivery | 18.51       |

## Yard Waste Cart Service - Every-Other-Week Service:

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<td>90 Gallon Cart</td>
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<td>Occasional extra per unit</td>
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<td>Stop and Restart within 12-month - per unit, per re-delivery</td>
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### Commercial Garbage Service:

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<td>Commercial Container Service:</td>
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<tr>
<td>1 yard once per week</td>
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<td>1 yard twice per week</td>
<td>183.67</td>
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<tr>
<td>1-1/2 yard once per week</td>
<td>126.91</td>
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<tr>
<td>1-1/2 yard twice per week</td>
<td>253.89</td>
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<td>2 yard once per week</td>
<td>164.97</td>
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<td>330.05</td>
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<td>2 yard three times per week</td>
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<td>4 yard once per week</td>
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<td>452.27</td>
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<td>6 yard twice per week</td>
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<td>6 yard three times per week</td>
<td>1,356.83</td>
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### Commercial Compactor Service:

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<tr>
<td>Connect/reconnect fee</td>
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### Occasional Rates:

<table>
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<th>Rate Per Month</th>
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<tbody>
<tr>
<td>1 yard extra pickup on regular route</td>
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<tr>
<td>1.5 yard extra pickup on regular route</td>
<td>30.39</td>
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<td>2 yard extra pickup on regular route</td>
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<td>4 yard extra pickup on regular route</td>
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<td>6 yard extra pickup on regular route</td>
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<td>4 yard compactor extra pickup on regular route</td>
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</tbody>
</table>

| Connect/reconnect fee                                     | 13.00          |
| Return trip charge, container (per container)             | 17.63          |
| Loose and bulky extra on regular route (per yard)         | 37.90          |
| Special hauls per hour                                   | 62.36          |

(plus dump fee of $139.38 per ton, plus taxes)
**EXHIBIT - A**

City of Bonney Lake
Solid Waste and Recycling Services

(Effective June 1, 2014)

<table>
<thead>
<tr>
<th>Rate Per Month (billed monthly)</th>
</tr>
</thead>
</table>

**Commercial Drop Box Service:**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>20 yard - rent per month</td>
<td>94.14</td>
</tr>
<tr>
<td>25 yard - rent per month</td>
<td>105.48</td>
</tr>
<tr>
<td>30 yard - rent per month</td>
<td>115.69</td>
</tr>
<tr>
<td>40 yard - rent per month</td>
<td>117.95</td>
</tr>
<tr>
<td>50 yard - rent per month</td>
<td>158.79</td>
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<tr>
<td>20 yard collection per haul</td>
<td>98.50</td>
</tr>
<tr>
<td>25 yard collection per haul</td>
<td>107.97</td>
</tr>
<tr>
<td>30 yard collection per haul</td>
<td>116.08</td>
</tr>
<tr>
<td>40 yard collection per haul</td>
<td>140.35</td>
</tr>
<tr>
<td>50 yard collection per haul</td>
<td>166.04</td>
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</table>

**Temporary Drop Box Service:**

<table>
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<th>Rate</th>
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<tbody>
<tr>
<td>Initial delivery</td>
<td>100.94</td>
</tr>
<tr>
<td>20 yard - rent per day</td>
<td>5.33</td>
</tr>
<tr>
<td>25 yard - rent per day</td>
<td>5.56</td>
</tr>
<tr>
<td>30 yard - rent per day</td>
<td>5.81</td>
</tr>
<tr>
<td>40 yard - rent per day</td>
<td>7.03</td>
</tr>
<tr>
<td>50 yard - rent per day</td>
<td>8.79</td>
</tr>
<tr>
<td>20 yard collection per haul</td>
<td>117.56</td>
</tr>
<tr>
<td>25 yard collection per haul</td>
<td>125.50</td>
</tr>
<tr>
<td>30 yard collection per haul</td>
<td>132.25</td>
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<tr>
<td>40 yard collection per haul</td>
<td>152.49</td>
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<tr>
<td>50 yard collection per haul</td>
<td>175.80</td>
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**Permanent Compactor Drop Box Service:**

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<td>146.42</td>
</tr>
<tr>
<td>25 yard collection per haul</td>
<td>151.87</td>
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<tr>
<td>30 yard collection per haul</td>
<td>161.28</td>
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<td>35 yard collection per haul</td>
<td>166.72</td>
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<td>40 yard collection per haul</td>
<td>173.42</td>
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<td>45 yard collection per haul</td>
<td>184.87</td>
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<td>50 yard collection per haul</td>
<td>198.48</td>
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**Other Charges:**

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<tr>
<td>Disposal Dump Fee (plus tax)</td>
<td>139.38</td>
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<tr>
<td>Excess Miles</td>
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<td>Tarping</td>
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<td>Disconnect/Reconnect</td>
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<tr>
<td>Tandem Axle Charge</td>
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<tr>
<td>Time Charge, Tandem Rear Drive Axle</td>
<td>107.75</td>
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<tr>
<td>(Charged in 15-Min Increments)</td>
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**EXHIBIT - A**

City of Bonney Lake  
Solid Waste and Recycling Services  

(Effective June 1, 2014)  
Rate Per Month  
(billed monthly)  

<table>
<thead>
<tr>
<th>Commercial and Multi-Family Recycle Service:</th>
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<tbody>
<tr>
<td>Co-Mingled Recycle Service:</td>
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<tr>
<td>90-gallon cart Every-Other-Week</td>
<td>12.59</td>
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<tr>
<td>90-gallon cart Weekly</td>
<td>18.18</td>
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<tr>
<td>2 yard once per week</td>
<td>78.55</td>
</tr>
<tr>
<td>2 yard twice per week</td>
<td>127.87</td>
</tr>
<tr>
<td>2 yard three times per week</td>
<td>162.71</td>
</tr>
<tr>
<td>2 yard four times per week</td>
<td>213.82</td>
</tr>
<tr>
<td>2 yard five times per week</td>
<td>273.12</td>
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<tr>
<td>6 yard once per week</td>
<td>131.46</td>
</tr>
<tr>
<td>6 yard twice per week</td>
<td>221.52</td>
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<tr>
<td>6 yard three times per week</td>
<td>318.77</td>
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<tr>
<td>6 yard four times per week</td>
<td>421.80</td>
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<tr>
<td>6 yard five times per week</td>
<td>533.56</td>
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<tr>
<td>Return Trip</td>
<td>15.34</td>
</tr>
<tr>
<td>Extra Commingle Per Yard</td>
<td>7.93</td>
</tr>
</tbody>
</table>

| Cardboard Recycle Service (flattened):      |       |
| 2 yard cage once per week                    | 48.56 |
| 2 yard cage twice per week                   | 68.22 |
| 2 yard cage three times per week             | 88.73 |
| 2 yard cage four times per week              | 115.18|
| 2 yard cage five times per week              | 149.62|
| 6 yard cage once per week                    | 57.68 |
| 6 yard cage twice per week                   | 74.99 |
| 6 yard cage three times per week             | 97.47 |
| 6 yard cage four times per week              | 126.73|
| 6 yard cage five times per week              | 164.72|
| Return Trip                                 | 15.34 |
| Extra OCC (per yard)                         | 7.93  |
D.M. Disposal, Co. Inc.,
 a Waste Connections company
Current Agreement Enhancements

- D.M. Disposal will automate residential garbage collection services inside the city limits of Bonney Lake on or before November 1, 2014 and provide all subscribing customers with contractor supplied carts and will recycle customers’ old garbage cans free of charge during the conversion.

- D.M. Disposal will freeze garbage and recycling collection rates charged to customers for three (3) years as outlined in Amendment No. 2 to the Agreement for the Collection and Disposal of Solid Waste, Recyclables, and Yard Waste in the City of Bonney Lake between the City of Bonney Lake and D.M. Disposal, Co., Inc.

- D.M. Disposal will provide a sensitive document shredding event free of charge to customers in conjunction with the City of Bonney Lake’s annual “Spring Clean-Up”.

- D.M. Disposal will provide “Recycling Education Services” during Bonney Lake Days to educate residents and businesses on how to participate in contractor-offered recycling programs.

- D.M. Disposal will coordinate with the City to the site and provide up to three (3) total glass boxes within the Bonney Lake city limits for City customers to deliver and recycle glass.

- Murrey’s Disposal, in consideration of the extension, will work with the WUTC to transfer jurisdiction of its commercial roll-off services authority over to the City of Bonney Lake.

- Murrey’s Disposal, in consideration of approval of the proposed extension, agrees to pay the City of Bonney Lake equal installment payments of $12,500 annually on or near the anniversary date of the Agreement totaling $100,000 in the aggregate as a global settlement for asserted unpaid utility taxes.

Current and Future Environmental Benefits Underway:

- Waste Connections is currently working with the Washington State Legislature and other stakeholders in an effort to develop additional Extended Producer Responsibility (EPR) recycling programs to recycle toxic and hard to handle items such as medical waste sharps, household rechargeable batteries, and paint.

- Waste Connections’ LRI Landfill located in Pierce County is currently converting methane gas to electricity generating up to four (4) megawatts of power, or enough green energy to supply an estimated 4,000 homes. LRI is also working with our project developer to potentially create CNG vehicle grade fuel in future project phases that may eventually be available to run CNG collection trucks.

- Waste Connections’ LRI Compost Factory located in Puyallup currently receives and processes all Pierce County yard waste free of charge to customers. The Company uses a fully enclosed large scale building with enhanced technology that currently recycles over 100K tons of green waste per year, keeping it out of the landfill.
City Council Agenda Bill (AB)

Department / Staff Member: PW/Doug Budzynsky  
Meeting/Workshop Date: July 8, 2014  
Agenda Bill Number: AB14-89

Agenda Item Type: Motion  
Ordinance/Resolution Number: 2397  
Councilmember Sponsor: Donn Lewis

Agenda Subject: Approval for Sumner to Award the Construction Contract for the WWTF Expansion

Full Title/Motion:
A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving of the City of Sumner to Award the Construction Contract for the Sumner WWTF Expansion Project to Prospect Construction, Inc

Administrative Recommendation:

Background Summary:
In 2011, Sumner was notified by the DOE, the WWTF’s effluent had reached the effluent limits for TSS and near the limits for BOD. Following meetings between COBL and Sumner, a new agreement for the operation and expansion of the plant was passed by both Cities in 2012. This started the design effort of the plant expansion with two alternatives considered. Alternative A is to address the TSS and BOD effluent limits that the DOE required and increases the plant effluent flow limits from 4.6MGD to 5.4MGD. By the agreement, Sumner would have the rights to an additional 0.7MGD flow limits, while COBL would retain the rights to 2.6MGD of the plant’s flow capacity. Alternative B is to include the expansion of Alt. A, plus increases the plant effluent flow limits to 6.1MGD. For Alternative B, Bonney Lake will have the rights to the additional 0.7MGD, increasing the City’s flow availability to 3.3MGD. 

Sumner advertised for bids for the construction effort of the project with the bidders completing their proposals for both Alternative A and Alternative B. Prospect Construction was the low bidder for both alternatives. The Project Revenue Summary Table attached shows the costs of alternative A and B given by the low bidder.

Attachments: Bid Tabulation, Bid Results, Project Revenue Summary Table, Map

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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<tbody>
<tr>
<td>$5,000,000</td>
<td>$4,433,347</td>
<td>$6,945,111.63</td>
<td>-$2,511,764.63</td>
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Budget Explanation: 402.072.035.594.35.65.01– Sumner WWTF Expansion
Construction Contract Amount:$11,670,495.10 + 10% Contingency $1,167,050.00 = Total $12,837,544.61
Bonney Lake’s share: $6,313,737.85 + 10% Contingency $631,373.79 = Total $6,945,111.64
Revenue – Sewer SDC, PWTF Loan

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee: Community Development  
Approvals: Chair/Councilmember Donn Lewis
Committee Date: July 1, 2014
Councilmember Randy McKibbin
Councilmember James Rackley

Forwarded to:  
Consent Agenda: Yes

COUNCIL ACTION
<table>
<thead>
<tr>
<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
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<tbody>
<tr>
<td>Meeting Date(s):</td>
<td>Tabled to:</td>
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### APPROVALS

**Director:** Dan Grigsby, P.E.  
**Mayor:** Neil Johnson, Jr.  
**Date Reviewed by**

**City Attorney:**

(if applicable):
## Bid Tabulation

### Project Name: Wastewater Treatment Plant Expansion

#### CIP No: 10-03

#### Bid Opening Date: June 18, 2014

---

### Notes:
- Engineer’s Estimate
- Bidder #1: Pacific Crest Construction Inc.
- Bidder #2: McClure and Sons, Inc.
- Bidder #3: Pease & Sons, Inc.
- Bidder #4: Apollo Inc.
- Additive Item No. 1: SOLIDS STORAGE BUILDING LS 1
- Additive Item No. 2: EQUIPMENT STORAGE BUILDING LS 1
- Additive Item No. 3: HIGH-SPEED TURBO BLOWER LS 1

---

#### Schedule

<table>
<thead>
<tr>
<th>Additive Item No. 1</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
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<th>Unit Price</th>
<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>EQUIPMENT STORAGE BUILDING LS 1</td>
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<tr>
<td>HIGH-SPEED TURBO BLOWER LS 1</td>
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</table>

#### Total

<table>
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<th>Total</th>
<th>Additive Item No. 2</th>
<th>Total</th>
<th>Additive Item No. 3</th>
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<td>HIGH-SPEED TURBO BLOWER LS 1</td>
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### Additive Item No. 1

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>SOLIDS STORAGE BUILDING LS 1</td>
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### Additive Item No. 2

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<td>SOLIDS STORAGE BUILDING LS 1</td>
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<tr>
<td>EQUIPMENT STORAGE BUILDING LS 1</td>
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<td>HIGH-SPEED TURBO BLOWER LS 1</td>
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### Additive Item No. 3

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<tr>
<td>SOLIDS STORAGE BUILDING LS 1</td>
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<tr>
<td>EQUIPMENT STORAGE BUILDING LS 1</td>
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<td>HIGH-SPEED TURBO BLOWER LS 1</td>
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### Total of All Additive Items

<table>
<thead>
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<tbody>
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<td>HIGH-SPEED TURBO BLOWER LS 1</td>
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### Total of Bid Tabulation

<table>
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<tr>
<th>Description</th>
<th>Total</th>
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</thead>
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### Prepared by:

(To be filled)

### Date:

(To be filled)

---

### Agenda Packet p. 101 of 104
### SUMNER WWTF Upgrade: Revenue Expenditure Summary

**Date:** Updated 6/25/2014

#### SUMNER WWTF Phase II: Cost Sharing Review

<table>
<thead>
<tr>
<th>Item</th>
<th>Engineers Estimate</th>
<th>Current Projected Costs</th>
<th>% COBL Share</th>
<th>Projected COBL Share</th>
<th>% Sumner Share</th>
<th>Projected Sumner Share</th>
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<tr>
<td>Costs to date</td>
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<td>2,988,010</td>
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<td>1,494,005.0</td>
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<tr>
<td>Estimated Construction Services Costs</td>
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<td>50%</td>
<td>750,000</td>
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</tbody>
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#### Construction - Alternative A:
Flow Capacity of 5.4 MGD

| Base Construction Bid                     | $8,595,308.80       | $9,138,626.62           | 48.33%       | $4,416,698.25        | 51.67%         | $4,721,928.37          |
| Additive Bid Item 1: Solids Storage Building | $583,385.60        | $476,544.00             | 48.33%       | $230,313.72          | $246,230.28   |
| Additive Bid Item 2: Equipment Storage Building | $784,992.00       | $698,496.00             | 48.33%       | $337,583.12          | $360,912.88   |
| Additive Bid Item 3: Turbo High Speed Blower | $(230,656.00)     | $(239,360.00)           | 48.33%       | $(115,682.69)        | $(123,677.31)  |

**Total Costs For Alt. A WWTF Construction**

$9,733,030.40

**Total Costs For Alt. A WWTF Construct + 10%**

$10,706,333.44

#### Construction - Alternative B:
Flow Capacity of 6.1 MGD

| Base Construction Bid                     | $10,166,924.80      | $10,734,815.10          | 54.10%       | $5,807,534.97        | 45.90%         | $4,927,280.13          |
| Additive Bid Item 1: Solids Storage Building | $583,385.60        | $476,544.00             | 48.33%       | $257,810.30          | $218,733.70   |
| Additive Bid Item 2: Equipment Storage Building | $784,992.00       | $698,496.00             | 48.33%       | $377,886.34          | $320,609.66   |
| Additive Bid Item 3: Turbo High Speed Blower | $(230,656.00)     | $(239,360.00)           | 48.33%       | $(129,493.76)        | $(109,866.24)  |

**Total Costs For Alt. B WWTF Construction**

$11,304,646.40

**Total Costs For Alt. B WWTF Construct + 10%**

$12,435,111.04

**PWTF Loan Requested**

$4,728,000.00

**Alternative A:**
- Total Projects Costs +10%
  - $15,569,747.28
- SDC Funds Required
  - $2,871,808.63

**Alternative B:**
- Total Projects Costs +10%
  - $17,325,554.61
- SDC Funds Required
  - $4,461,116.63
Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose. 2014/06/26