CITY COUNCIL MEETING
December 9, 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:
         a. Oath of Office: Community Service Officer Nate Alvord.
      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  
E. Other Reports  

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

A. Approval of Minutes: November 18, 2014 Workshop.  

B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #70017-70055 (including wire transfer # 20141108) in the amount of $137,870.14. Accounts Payable checks/vouchers #70056-70071 for utility customer refunds in the amount of $1,778.69. Accounts Payable checks/vouchers #70072-70084 in the amount of $16,388.64. Voids: Check #68231 – replaced with check #68995, Check #69651 – replaced with check #69907.  

C. Approval of Payroll: Payroll for November 16th-30th, 2014 for checks #32104-32129 including Direct Deposits and Electronic Transfers is $ 669,255.10.  


H. AB14-146 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Lakeridge 2 Water Main Extension Project With Archer Construction, Inc.  

V. FINANCE COMMITTEE ISSUES:  

B. **AB14-130 – Resolution 2419** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Public Benefit Agreement With Pierce County To Assist With Placement Of Two Historical Markers.

C. **AB14-153 – Resolution 2428** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Phase 1 – SCADA System Upgrades Contract To Northeast Electric, LLC.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES: None.

IX. FULL COUNCIL ISSUES:


B. **AB14-140 – Ordinance D14-140** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The Mid-Biennial Budget Amendment For Budget Years 2013 And 2014.

C. **AB14-141 – Ordinance D14-141** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The Biennial Budget For Calendar Years 2015 And 2016.

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
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact: Community Development/
Jason Sullivan – Senior Planner

Meeting/Workshop Date: December 9, 2014

Agenda Bill Number: AB14-135

Agenda Item Type: Presentation

Ordinance/Resolution Number: 

Councilmember Sponsor: Katrina Minton-Davis

Agenda Subject: BERK Market Analysis Presentation Briefing

Full Title/Motion:

Administrative Recommendation:

Background Summary: The current economic development plan was adopted on December 13, 2005 and has never been amended or updated. Given the time that has elapsed since the adoption of the current economic development plan, staff proposed that the economic development plan be rewritten in the Bonney Lake 2035 Scope of Work and Public Participation Plan, which was subsequently approved by the City Council pursuant to Resolution 2320. The City Council subsequently approved Resolution 2393 on June 24, 2014 awarding a consultant contract to BERK Consulting Inc. for the preparation of an Economic Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis, an Economic Development Strategic Action Plan identifying programs and projects to foster economic growth and development in the City, and a Market Analysis.

The purpose of the presentation is to present the findings of the market analysis and SWOT analysis work completed by BERK and to obtain City Council feedback, prior to preparing the draft Economic Development Strategic Action Plan.

Attachments: PowerPoint Presentation.

BUDGET INFORMATION

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Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Approval:
Date: 
Chair/Councilmember
Councilmember
Councilmember

Forward to: 
Consent Agenda:  

Commission/Board Review: Planning Commission

Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director:  Mayor:  Date Reviewed
John P. Vodopich, AICP

by City Attorney:
(if applicable):
Bonney Lake Economic Development Plan

City Council Presentation

December 9, 2014

Purpose & Process

Project Purpose & Scope
- Conduct targeted market analysis and support the update of the City’s Economic Development Element as part of the Comprehensive Plan update
- Create communications materials to promote Bonney Lake

Project Process
- Facilitated staff work sessions
- Completed targeted market analysis to supplement the 2015 Comprehensive Plan Periodic Update Community Profile
- Conducted key stakeholder interviews
- Briefed Planning Commission on 11/19 and incorporated their feedback
- Will submit a final report and marketing materials
Regional Context

Population Density

- Growing population south of Bonney Lake (Tehaleh)
- Few population centers to east and south
- Partially isolated due to topography and road connections

Regional Context

Commuting Patterns

- Where do Bonney Lake residents work?
- Where do people who work in Bonney Lake live?
Market Analysis

General Retail

- Bonney Lake serves – and wants to remain – the retail center of the plateau
- Large retail clusters to west
- Potential for retail growth related with continued population growth, including Tehaleh

Market Analysis

Retail Capture and “Leakage” of Bonney Lake and B.L. Trade Area (pop. ~63,000)

- Strengths in larger retail and big box absorb targeted retail categories
- Some seemingly underserved sectors not likely feasible for Bonney Lake
- Potential support for: sporting goods retailer, smaller scale electronics or appliance stores

- Ratios closer to 1.0 indicate demand and sales are in balance.
- Ratios < 0.8 indicate consumers are leaving Bonney Lake or the Bonney Lake Trade Area to shop.
- Ratios > 1.2 indicate consumers outside Bonney Lake/Bonney Lake Trade Area are coming to Bonney Lake to shop.
### Market Analysis: Summary

#### Retail
- **Target:** maintain Bonney Lake’s role as the retail center of the plateau. Ensure developable capacity and conducive development climate.
- **Target:** retail specialization Downtown. Create opportunity for boutique retail, restaurants that add diversity and sense of place.

#### Office
- **Challenging:** significant employment-based office.
- **Target:** professional services and medical office. Maintain capacity, attractive development sites for legal, financial, medical services.

#### Industrial & Manufacturing
- **Challenging (and likely undesirable):** heavy industrial/manufacturing, warehousing. Access challenges.
- **Target:** light industrial and assembly. Promote “flex tech” spaces and be open to idiosyncratic opportunities.

#### Special Uses
- **Challenging:** hotel/motel. Population and lack of business travelers limit.
- **Challenging (but possible):** auto/RV dealers. Like to cluster with others.
- **Target:** hospitals. Talk to existing medical facilities; encourage cluster.
- **Target:** community college. Reach out and recruit.

### Strengths, Challenges: Summary

#### Strengths
- High quality of life
- Relatively affordable housing
- Strong retail, services base
- Lake Tapps, Mount Rainier
- State Route 410

#### Challenges
- **State Route 410:** traffic and quality of built environment
- Development climate: seen as not facilitative, with high impact fees
- Lack of community focal point: Downtown
- Need to update/promote vision for downtown and sub-areas
Opportunities, Threats: Summary

**Strengths**
- High quality of life
- Relatively affordable housing
- Strong retail, services base
- Lake Tapps, Mount Rainier
- State Route 410

**Challenges**
- State Route 410: traffic and quality of built environment
- Development climate: seen as not facilitative, with high impact fees
- Lack of community focal point: Downtown
- Need to update/promote vision for downtown and sub-areas

**Opportunities**
- Focus on quality: community, built environment
- Build on existing retail base and specialize Downtown
- Be ready for more professional and health services
- Long-term: community college, perhaps overnight lodging
- Tehaleh

**Threats**
- Tehaleh
- Increased traffic, strip development
- Regional retail competition

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Recommendations

**Development Climate**
- Define, communicate cohesive vision for Downtown + other sub-areas
  - Downtown: study market feasibility; communicate vision, scale
  - Mid-town: focus on quality corridor development
  - Eastown: Maintain a long-term view, encourage employment
- Be business friendly: facilitate business investment in line with development regulations
- Study options for impact fees

**Economic Development**
- Establish a public/private economic development organization with clear responsibilities for economic development within the City

**Business Retention and Attraction**
- Retain existing businesses
- Raise awareness of development opportunities and positive business climate in Bonney Lake (e.g. marketing materials)

**Support via Quality of Life**
- Provide central community space Downtown, facilitate community events
- Continue to improve parks and potentially add new parks and trails
Recommendations, continued

Comprehensive Plan Future Land Use

Continue Downtown Planning
- Create community gathering space.
- Create sense of identity for Bonney Lake.

Improve Connections
- Encourage pedestrian connections between commercial and adjacent neighborhoods.
- Give people a way to access businesses without using 410.

Reinforce commercial nodes in Midtown
- Extend Midtown Core FLU outward from 410.
- Consider zoning incentives at these locations.

Maintain Long-Term View for Eastown
- Balance flexibility in uses with vision.
- Evaluate infrastructure and incentives to encourage development.

Marketing Materials

Create marketing materials to promote business opportunities in Bonney Lake

- A general collateral piece summarizing Bonney Lake’s assets
- Regional geographic location – proximity to urban and natural assets
- Role as a regional retail center
- Attractive household demographics
- Commitment to a positive business climate encouraging business growth
- Vision for the community and specific subareas, including appropriate uses for each
- An insert focused on retail opportunities that can serve as a template for other in-depth inserts
Thank you!

Next Steps

- Recommend Goals, Policies, and Implementation Steps for update of Economic Development Element
- Develop marketing materials
I. Call to Order – Deputy Mayor Dan Swatman called the meeting to order at 5:31 p.m.

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

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

Planning Commissioner Chair Grant Sulham was also in attendance.

III. Agenda Items:

A. Council Open Discussion.

ADA Requirements for Crosswalks: Councilmember Lewis said he and Public Works Director Grigsby attended a meeting with Pierce County regarding Americans with Disability Act (ADA) requirements for crosswalks. He said though the City only has a number of crosswalks to address, the County is dealing with a 20 year plan to address the ADA requirements for all the crosswalks located throughout the County.

Bonney Lake Municipal Court Jury Duty Service: Councilmember Watson said he received a letter from a citizen regarding his frequent jury duty summons and he is going to pass the letter on to the Court Administrator for the reasoning for such frequent jury duty summons. Councilmember Lewis said he was affected by the same situation.

Marijuana Business Safety Concerns: Councilmember Watson said he heard in the news today of a marijuana retail store owner and others in Pierce County, who were attacked and robbed at his home, apparently because the employee and his staff cannot deposit their money into a local banking institution due to current federal regulations relating to receiving/depositing of funds relating to drugs. He expressed concern about violent activity that could be triggered here in the City, if a retail marijuana business is to open. He also said he heard that there has been an increase in calls to Poison Control due to the increased access to children of marijuana and marijuana edibles, which is another reason why he does not want to see marijuana retail businesses located in the City. He said he has also heard that the local schools are concerned about student and school safety, if a marijuana retail business is
allowed in the City. Deputy Mayor Swatman agreed with Councilmember Watson’s concerns.

**Icy Intersections:** Councilmember Minton-Davis expressed concern about a few local intersections she has encountered that are dangerous on icy days and are extra slick due to their location and inclines. She would like to see if Public Works could consider roughening the road surfaces in these locations, or other options available, to increase the safety of these intersections.

**Affordable Health Care Issues:** Deputy Mayor Swatman said he attended the Communities for Families Meeting this month, where he said there were a number of providers there that had Affordable Care Act compliant plans with public resources available to help lead families through the process of selecting plans. He said the plans are required to be selected annually.

**December 23rd Finance Committee Meeting:** Deputy Mayor Swatman inquired how many Councilmembers will be available to hold a Special Council Meeting/Committee of the Whole Meeting (Finance Committee) on December 23rd at 5:30 p.m. It was determined that a quorum would be available in order to discuss a proposed excise tax, and a business and occupation tax (B&O) proposal.

**Joint City Council/Park Commission Meeting:** Deputy Mayor Swatman asked Council about dates for the Joint City Council/Park Commission Meeting. They choose December 8th at 6:00 p.m. for a Joint Meeting with the Park Commission, during the Park Commission’s regular meeting time, and which the Park Commission advised would work for them as well.

**Medical Insurance:** Councilmember Rackley said he just transferred from his company’s Medicare supplement to an Affordable Care Act supplement through Regence/Blue Shield and he saved approximately 60%. He said plan selection assistance is free to the consumer and Deputy Mayor Swatman said there are professionals available to assist through the plan selection process.

**B. Review of Council Minutes:** November 4, 2014 Council Workshop.

Minor corrections were made to the minutes and this item was forwarded to the November 25, 2014 Council Meeting for action.

**C. Discussion:** AB14-141 – Ordinance D14-141 – Preliminary 2015-2016 Biennial Budget.

Councilmember Rackley said he would like to have further discussion regarding parks. Chief Financial Officer Gibson said there are no other current updates for the proposed budget. Councilmember Minton-Davis said she has partially reviewed the proposed budget and suggested having the individual department heads present their budgets so duplicative questions and answers do not occur. City Administrator Morrison directed Council to provide him any budget questions they may have. Councilmember Watson addressed some questions regarding the money budgeted for the lights at Allan Yorke Park, increases to service charges, and his concern with allocation of staff for maintaining the Victor Falls Park and Midtown Park. City Administrator Morrison responded accordingly and said he will verify the information and funds allocated. Chief Financial Officer Gibson provided information pertaining to questions regarding payroll information, as well as the substantial
increase in credit card fees. There was discussion among Council regarding how to remove an item from the preliminary budget and how the different fund levels are budgeted. Council asked for clarification and justification as to why certain monies were allocated and/or considered a place holder in the budget. Councilmember Watson expressed his concern about the lack of funds allocated to improvement at Midtown Park. In Mayor Johnson’s absence, Deputy Mayor Swatman said he believes that Mayor Johnson is sensitive to the Council’s budget concerns. There was discussion about the $95,000 allocated for park planning, survey of the community’s needs, the master park plan, and the revenue and funding to proceed with park projects.

Councilmember Minton-Davis said she would like to see a list of what the City’s revenue sources are. Councilmember Watson inquired about what it would cost to outsource the Senior Center, though he is very supportive of the Senior Center. Deputy Mayor Swatman said there is no plan to remove the Senior Center from the budget. Councilmember Rackley suggested a way to save money would be to allow membership to the Senior Center only to City residents. Councilmember Minton-Davis mentioned possibly turning the Senior Center into a Community Center and allowing service to the entire community and all of the City’s residents. Councilmember Hamilton said he too would like to see a list of the City’s revenue sources, as the City cannot continue to maintain its services with the proposed existing revenues. There was no action taken on this item, as a Public Hearing is scheduled to occur on November 25, 2014.


Deputy Mayor Swatman advised that there were no speakers at the November 4, 2014 Public Hearing, and advised that the proposed ordinance followed the standard annual procedure. This item was forwarded to the November 25, 2014 Meeting for action.


Planning Commissioner Grant Sulham summarized the November 5, 2014 Planning Commission Memorandum and stated that the update is required by RCW 36.70A.130, and that staff and the Planning Commission have identified changes that are required to ensure compliance with the Growth Management Act (GMA). Also, in addition to the required changes, optional changes have been proposed to be made as part of the update process. He said the Cultural Arts and Heritage Element is not a mandatory element, but is an optional element that is currently part of the City’s Comprehensive Plan. As part of the update process, the structure and look of the element was updated to be consistent with the new template for all Comprehensive Plan elements. Councilmember Minton-Davis said she likes the addition of the Arts Commission opportunity for review and comment. Senior Planner Jason Sullivan advised Council that staff will continue to engage with the Arts Commission during implementation of this chapter. This item was forwarded to the Consent Agenda for the November 25, 2014 Meeting for action.

IV. EXECUTIVE SESSION: None.
V. ADJOURNMENT:

At 6:50 p.m., Councilmember Watson moved to adjourn the Council Meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 - 0.

Harwood Edvalson, MMC, City Clerk

Neil Johnson, Jr., Mayor

Items presented to Council at the November 18, 2014 Workshop:

- Councilmember Donn Lewis, City of Bonney Lake - E-mail from Polly DeLapp dated November 17, 2014, Subject: Please vote no re: Marijuana shop in Bonney Lake.

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>
<th>Agenda Bill Number:</th>
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<td>Administrative Services / Edvalson</td>
<td>9 December 2014</td>
<td>AB14-143</td>
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<td>Ordinance</td>
<td>D14-143</td>
<td>Deputy Mayor Swatman</td>
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**Agenda Subject:** Changes to Reservation Requirements and Park Fees And Group Use for Parks.

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 12.12 Of The Bonney Lake Municipal Code And The Corresponding Portions Of Ordinance No. 1338 Relating To Reservations, Fees And Group Use For Parks.

**Administrative Recommendation:** Approve and recommend to City Council.

**Background Summary:** The City's parks are intended to promote the well-being of its users. The associated sports fields provide an opportunity for wholesome recreation for many youth in the community. Historically, the sports fields in the City parks have been rented for league play and use at a rate considerably less than the rental rate authorized in the Bonney Lake Municipal Code. Administrative staff propose that the BLMC and league use of the fields be brought into conformance. The proposed solution is to establish a block rental rate for league use of the sports fields, establishing a reduced rental rate for use by leagues in recognition of the large numbers served. While addressing the block rental for league use, the administrative staff has suggested changes to the group use and reservation systems, as well as the non-block rental rate for sports fields. A proposed ordinance is attached in underline/strike-out fashion to indicate proposed changes. Comments have been received from the Parks Commission and the two leagues currently renting sports fields during the year. The City Council reviewed the proposal at the Nov. 25th Committee-of-the-Whole Special Meeting and forwarded it for action.

**Attachments:** Ordinance D-143; Memo describing commission comments and league comments.

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**Budget Explanation:** Increasing from $1,800 to $4,200 for league block rentals, these funds go to the General Fund for parks use.

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Finance Committee 
Date: 25 November 2014 
Chair/Councilmember: Dan Swatman 
Councilmember: Donn Lewis 
Councilmember: Katrina Minton-Davis

**Commission/Board Review:** Park Commission - 10/13/14

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s): 12/09/14
Public Hearing Date(s): Tabled to Date

**APPROVALS**

Director: HTE 
Mayor: NHJ 
Date Reviewed by City Attorney:
ORDINANCE NO. D14-143

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 12.12 OF THE BONNEY LAKE MUNICIPAL CODE AND THE CORRESPONDING PORTIONS OF ORDINANCE NO. 1338 RELATING TO RESERVATIONS, FEES AND GROUP USE FOR PARKS.

WHEREAS, the Bonney Lake Park Commission has reviewed Chapter 12.12 of the Bonney Lake Municipal Code and recommends changes to the code; and

WHEREAS, the Bonney Lake City Council has determined it is beneficial to the community to enact a block fee for sports league use of playfields, and to clarify a system of reservations and fees for group use of parks facilities.

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

Section 1. Bonney Lake Municipal Code Chapter 12.12.050 and the corresponding portions of Ordinance No. 1338 are hereby amended to read as follows:

12.12.050 Group use.

Groups of more than 50 25 people shall not be allowed to use any city park without first obtaining a permit from the city making a reservation through the city and meeting the conditions of the reservation. The conditions for issuance of a reservation permit shall be set by the mayor, or his or her designee, and shall be designed to mitigate concerns with usage by large groups, such as park overcrowding, noise, traffic, safety concerns, competition over park facilities, littering, crime, and damage to park facilities, and may include an additional hourly rate for city staff, as may be required. Groups wishing to reserve park facilities such as ballfields and picnic shelters must make a reservation prior to such use by contacting the community services department. Reservation fees are listed in BLMC 12.12.055. (Ord. 1338 § 1, 2009; Ord. 1232 § 1, 2007; Ord. 454 § 6(4), 1977).

Section 2. Section 12.12.055 of the Bonney Lake Municipal Code and the corresponding portions of Ordinance No. 454 are hereby amended to read as follows:

Page 1 of 3
12.12.055 Fees established. There is fixed and established the following schedule of fees to be charged for reserved use of the following designated facilities:

Soccer and baseball fields:

First two hours of rental $7.00
Each additional two hours $7.00

Picnic areas:

1–50 persons $25.00
51–150 persons* $50.00
151+ persons* $75.00

* In addition, a permit from the city is required for groups of more than 50 people (see BLMC 12.12.050).

(Ord. 1338 § 1, 2009.)

Sports fields (sports uses):

Rental per field in two hour block minimum: $15.00/field

Picnic/playground areas or other uses (4 hour block minimum; field rates also apply if rental includes any use of fields):

1 – 50 persons* $ 25.00
51 – 100 persons* $ 75.00
101 or more persons* $200.00

* In addition, a permit A reservation from through the city is required for groups of more than 50 25 people (see BLMC 12.12.050).

League Block Rentals of fields:

The city has a policy of gender-based non-discrimination and equal access for community athletics/sports facilities. League block rental of sports fields must be reserved in advance and for a minimum of one week (no partial weeks). The following rates apply:

Block rental per field for one week (A week includes 4 PM to Dusk on Monday – Friday, Saturdays from 8 AM to Dusk):
Block rental per field for one month (four weeks; partial months are charged at the weekly rate): $100.00

The city reserves the right to pre-empt block rentals for official city use of the facilities upon advanced notice. Refunds for such pre-emption shall only be made if the impact is for one week or greater. Facilities may be unavailable for use due to weather or other unforeseen causes.

Section 3. This ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.

PASSED by the City Council and approved by the Mayor this 9th day of December, 2014.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
Memo

Date: November 4, 2014
To: Finance Committee
From: Woody Edvalson, Administrative Services Director
Re: Proposed Ordinance to Amend Park Rental Fees and Reservations

The following is some of the reasoning behind the proposed changes:

(1) In BLMC 12.12.050, it mentions a permit. When we adopted our special use permit ordinance several years ago, we no longer saw the need to have a special permit for group use of the park. Recent rentals by large corporations and periodic rentals by large churches have revived the need for a mechanism to consider whether additional city staff will be required to handle trash, keep restrooms clean, etc. Included is the language identifying that an additional charge may be added based on the anticipated activity and demands on the park infrastructure.

(2) In BLMC 12.12.055, we’ve tried to recognize that there are uses of the picnic areas and playing fields other than for picnics and sports. If someone wants to use a non-playing field area, there is a rate for that based on the number of participants. If the renter also wants to use the playing fields, the rental fee for the sports field will be added to the fee for the other use.

(3) In BLMC 12.12.055, I added the League Block Rental Rate. Fields may be rented on the block rate for a week minimum. Hours of rental are defined. There is also a monthly block rental rate. Note that the block rental does not include Sundays. We observe that this would generally leave the park facilities available for use by the public and for non-league reservations at least one day per week during league rental seasons. If the leagues were intent on a Sunday rental, they could rent the fields on an individual day rental (non-block).

(4) In BLMC 12.12.055, we included language recognizing the city’s possible need to pre-empt block rentals on specific dates. Refunds will only be made if the impact is for one week or greater. I also noted the city may determine facilities are unavailable due to weather or some other unforeseen cause.
(5) Finally, in 12.12.055, you will note a change in rates. The regular sports field rental fee is increased to be more consistent with jurisdictions in the region, taking into consideration the condition of the fields and the infrastructure available, such as night lighting. The group rental fees are greater as the number of participants increase, recognizing the extra stress on the facilities of larger groups. The rate selected for the block rental is a compromise rate that would compute to about ½ the rate which should have been charged for typical league use. It is also about twice the rate that has been charged in the past for league use.

Park Commission and League Comments

As indicated in the accompanying agenda bill, I met with the Park Commission to receive their comments regarding the proposed ordinance. The Commission was largely in favor of the proposed changes in the ordinance. Commissioner Anderson expressed support with the fee increase, acknowledging that the leagues have traditionally paid less than the rate authorized in the municipal code. He also expressed the desire that the field use contribute more toward the maintenance of the fields. However, he also favored a gradual increase in the group use fee. He reasoned that the increase would be passed along directly to the youth registering with their leagues to play sports using the fields. He did not want to see any of the youth cut out of league play due to the increase.

The Commission also favored direct outreach to the leagues about the proposed increase. I have communicated with both leagues currently renting the Allan Yorke sports fields. In both cases the little league and soccer clubs using the fields felt the proposed rates were fair and expressed appreciation to the City for the availability of the fields.
City of Bonney Lake
City Council Agenda Bill (AB)

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<th>PW/John Woodcock</th>
<th>Meeting/Workshop Date:</th>
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<td>Ordinance/Resolution Number:</td>
<td>2394</td>
<td>Councilmember Sponsor:</td>
<td>Donn Lewis</td>
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**Agenda Subject:** Awarding the Construction Contract for the SR410 Pedestrian Improvements MP 13.91

**Full Title/Motion:**
A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding the Construction Contract for the SR410 Pedestrian Improvements MP 13.91 to WHH Nisqually Federal Services, LLC.

**Administrative Recommendation:**

**Background Summary:** The Public Works Department (PWD) applied for and received a $445,000 grant from the Transportation Improvement Board (TIB) in the latter half of 2012 and received an additional $220,000 to this grant in May of 2014 for the completion of the “missing link” of sidewalk from Main Street to 192nd Avenue East. This grant has a 50% matching requirement which the City matched. The improvements will also add lighting infrastructure along the pedestrian pathway, street lights will be added as funding allows. The city has added a sewer trunk line replacement element as well to this project to address future sewer capacity needs to the system. This added expense will be addressed through a Budget Amendment in the current 2014 Approved Budget.

The City opened bids for the project on November 19, 2014. Six bids were received and WHH Nisqually Federal Services, LLC was the apparent low bidder with a bid of $1,798,549.33. The Engineer’s Estimate was $1,690,684.24. Staff has determined that the WHH Nisqually Federal Services, LLC submittal is consistent with the requirements of the contract provisions.

**Attachments:** Resolution, Bid Tabulation, Contract, Map

**BUDGET INFORMATION**

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$2,158,259

**Budget Explanation:**

2015 - 301.054.032.595.30.63.10 Street CIP: SR 410/Pedestrian Improvements - $1,600,000
2015 - 301.000.042.595.61.63.10 Street Operations: Sidewalk Improvements - $286,000
2015 - 402.054.035.594.35.63.05 Sewer CIP - $400,000
Construction Contract Amount: $1,798,549 + 10% Contingency $179,855 + 10% Project Mgt. $179,855 = Total $2,158,259
Revenue: General Fund, TIB Grant, Sewer SDC

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<td>Director: Dan Grigsby, P.E.</td>
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<td>Mayor: Neil Johnson, Jr.</td>
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<td>Date Reviewed by</td>
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<td>City Attorney:</td>
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RESOLUTION NO. 2394

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDING THE SR 410 / PEDESTRIAN IMPROVEMENTS MILE POST 13.91 CONTRACT TO WHH NISQUALLY FEDERAL SERVICES, LLC.

WHEREAS, the City Council approved the 2013-2014 Biennial Budget on December 11, 2012 per Ordinance 1447; and

WHEREAS, the 2013-2014 Biennial Budget provided funding for the SR 410 / Pedestrian Improvements Project; and

WHEREAS, the City Council approved Resolution 2286 on April 9, 2013 to design sidewalk improvements along SR 410 completing the missing sidewalk link between Downtown and Mid-town; and with SCJ Alliance to prepare the plans, specifications, and engineering package for advertisement; and

WHEREAS, the City Council approved Resolution 2386 on May 13, 2014 to increase the budget of the SR 410 Missing Link – 192nd Avenue to Main Street from $445,000 to $665,000, an increase of $220,000; and

WHEREAS, the City opened bids for the SR 410 / Pedestrian Improvements M.P. 13.91 on November 19, 2014 and found the lowest responsible bidder to be WHH Nisqually Federal Services, LLC;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign the attached contract with WHH Nisqually Federal Services, LLC in the amount of $1,690,684.24 which includes tax.

BE IT FURTHER RESOLVED that the City Council of the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency ($179,855) amount and a 10% Construction Engineering ($179,855) amount based on the contract bid.

PASSED by the City Council this 9th day of December, 2014.

_____________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

_________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_____________________________
Kathleen Haggard, City Attorney
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**Note:** The table continues with similar entries for each line item, detailing various costs and subtotals. The entries include categories such as "Lk/Construction Type," "Commercial," "Gradining," "Signing," "Roadway," "Lk/Section," and "Engineer's Estimate." Each section has a specific cost associated with it, and the table sums up various subtotals and grand totals. The costs range from a few hundred dollars to several million dollars.
CITY OF BONNEY LAKE CONTRACT FORM

THIS CONTRACT, hereinafter referred to as the “Agreement”, is made and entered into this _____ day of __________, 20__ by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "Owner" and __________________________, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

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

- Addenda
- Agreement
- Proposal
- Proposal Form
- Special Provisions – SR 410/Pedestrian Improvements MP13.91
- Contract Plans - SR 410/Pedestrian Improvements MP13.91
- Amendments to the Standard Specifications
- The 2014 Washington Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction
- The City of Bonney Lake Public Works Design Standards
- The Washington State Department of Transportation Standard Plans

WHEREAS, the Contractor did on the _____ day of __________, 20__, file with the Owner a Proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the Proposal Form; and

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

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

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

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

CITY OF BONNEY LAKE

__________________________
Neil Johnson, Jr., Mayor

Date: ______________________

CONTRACTOR: ______________________

By ______________________

Title ______________________

Date: ______________________
BEGIN PROJECT

MP 13.78
BEGIN PROJECT

PROJECT SITE

MP 14.19
END PROJECT

VICINITY MAP
NOT TO SCALE
City of Bonney Lake  
City Council Agenda Bill (AB)

Department / Staff Member: PW/John Woodcock  
Meeting/Workshop Date: December 9, 2014  
Agenda Bill Number: AB-14-87

Agenda Item Type: Resolution  
Ordinance/Resolution Number: 2395  
Councilmember Sponsor: Donn Lewis

Agenda Subject: A Resolution of City Council of the City Of Bonney Lake Authorizing a Professional Services Agreement with Parametrix, Inc. for Construction Staking of the SR 410 Pedestrian Improvements MP 13.91 Project.

Full Title/Motion:  
A Resolution of City Council of the City Of Bonney Lake Authorizing a Professional Services Agreement with Parametrix, Inc. for Construction Staking of the SR 410 Pedestrian Improvements MP 13.91 Project.

Administrative Recommendation:

Background Summary: The services to be provided will be Construction Staking Services during construction of the SR 410 Pedestrian Improvements MP 13.91 Project. The $15,000.00 of the professional services agreement will be paid from the Construction Engineering (10%), $179,854.93, portion of the project, which was approved in Resolution 2394, which is the contract award of the SR 410 Pedestrian Improvements MP 13.91 Project.

Attachments: Res.2395, Contract, Map

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Budget Explanation:  
2015 - 301.054.032.595.30.63.10 Street CIP: SR 410/Pedestrian Improvements - $1,600,000  
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2015 - 402.054.035.594.35.63.05 Sewer CIP - $400,000  
Construction Contract Amount: $1,798,549 + 10% Contingency $179,855 + 10%  
Project Mgt. $179,855 = Total $2,158,259  
Revenue: General Fund, TIB Grant, Sewer SDC

COMMITTEE, BOARD & COMMISSION REVIEW  
Council Committee: Community Development Committee  
Chair/Councilmember: Donn Lewis  
Councilmember: Randy McKibbin  
Councilmember: James Rackley  
Consent Agenda: Yes

COUNCIL ACTION  
Rev. January 2014
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### APPROVALS

**Director:** Dan Grigsby, P.E.  
**Mayor:** Neil Johnson Jr.  
**Date Reviewed by:**  
**City Attorney:** (if applicable):
RESOLUTION NO. 2395

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH PARAMETRIX, INC. FOR CONSTRUCTION STAKING OF THE SR410 PEDESTRIAN IMPROVEMENTS MP 13.91 PROJECT

WHEREAS, the City has approved by Resolution 2394 the agreement with WHH Nisqually Federal Services, LLC for the construction of SR 410 Pedestrian Improvements MP 13.91 Project; and

WHEREAS, the City has the responsibility to identify survey locations for the contractor on the SR 410 Pedestrian Improvements MP 13.91 Project, and the as-built information for the City’s files; and

WHEREAS, the City has approved a 10% Project Management ($179,854.93) allocation from the original contract toward construction staking per Resolution 2394; and

WHEREAS, Parametrix has provided a contract for the construction staking of SR 410 Pedestrian Improvements MP 13.91 Project in the amount of $15,000.00;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with Parametrix, Inc. in the amount of $15,000.

PASSED by the City Council this 9th day of December, 2014.

_________________________________
Neil Johnson Jr., Mayor

AUTHENTICATED:

_________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_________________________________
Kathleen Haggard, City Attorney
PROFESSIONAL SERVICES AGREEMENT
SR 410 Pedestrian Improvements – Construction Staking

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ______ day of ____________________________, 2014, by and between the City of Bonney Lake ("City") and Parametrix, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and
all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

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

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

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

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

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

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

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

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

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

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.
11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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. Subletting or Assigning. The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

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

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

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

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

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

CITY OF BONNEY LAKE

By: ____________________________
Neil Johnson Jr., Mayor

CONSULTANT

By: ____________________________
Kathleen Cassou
Survey Manager

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

The Consultant shall perform the services described in the attached Scope of Work.
SCOPE OF WORK

City of Bonney Lake

SR 410 Pedestrian Improvements – Construction Staking

Objective

To provide survey staking for construction improvements along SR 410 from MP 13.78 to MP 14.19 as defined in improvement plans prepared by SCJ Alliance, titled SR 410 Pedestrian Improvements MP13.91.

Approach

Parametrix Survey will coordinate with SCJ Alliance to receive AutoCAD drawings in order to create alignment as shown on the improvement plans. Once the alignment is known, the following scope of services will be performed.

Scope of Services

Parametrix Survey crew will stake the following at 50-foot intervals, grade breaks, and angle points:

- Limits and angle points of silt fence.
- Limits and angle points of saw cut line.
- Double offsets to storm structures including cutsheets.
- Double offsets to sanitary sewer structures including cutsheets.
- One set of offset stakes for conduits, luminaire foundations, and junction boxes.
- One set of offset stakes for Geofoam Excavation including cutsheets.
- One set of offset stakes for curb and gutter, sidewalk moment slab, and wing wall including cutsheets.

Schedule

Based upon Contractor’s schedule, Parametrix will respond for staking services within 48 hours (weekends not included) of receipt of Survey Staking Request.

Assumptions

- Traffic control will be provided by the Contractor.
- The above-described scope of work is based upon a typical work week. Schedule changes for weekend or night work may result in additional fees.
- Survey work on site is based upon Prevailing Wages.
Client: City of Bonney Lake  
Project: SR 410 Pedestrian Improvements

Construction Staking  
Budget Estimate

Burdened Rates:

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<th>Task Description</th>
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Labor Totals:  
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Expense Total:  
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Project Total:  
$15,000.00
EXHIBIT B: RATES

See attached Puget Sound Billing Rates and In-House Equipment Rates.
Puget Sound Billing Rates - September 28, 2014 through October 2, 2015

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Direct project expenses and reproduction costs are billed at cost plus 15%
Public hearing testimony services are billed at hourly rates plus 30%

* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.

October 30, 2014
Schedule 2
2014-09-PugetSoundBillingRates-Sch2-Austin.xltx.xlsx
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All other direct costs such as parking, transportation fares, postage, delivery, reproduction costs, equipment rental and supplies will be billed at cost without markup.

See [www.gsa.gov](http://www.gsa.gov) for current per diem rates
PROJECT SITE

BEGIN PROJECT

MP 13.78

PROJECT SITE

MP 14.19

END PROJECT

VICINITY MAP
NOT TO SCALE
City of Bonney Lake

City Council Agenda Bill (AB)

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<th>Department / Staff Member:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<th>Ordinance/Resolution Number:</th>
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<td>Resolution</td>
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<td>Donn Lewis</td>
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**Agenda Subject:** A Resolution of City Council of the City Of Bonney Lake Authorizing a Professional Services Agreement with SCJ Alliance for Construction Engineering Services.

**Full Title/Motion:**
A Resolution of City Council of the City Of Bonney Lake Authorizing a Professional Services Agreement with SCJ Alliance for Construction Engineering Services.

**Administrative Recommendation:**

**Background Summary:** The services to be provided will be Construction Engineering Services during the construction phase of the SR 410 Pedestrian Improvements MP 13.91 Project. The $32,045.00 of the professional services agreement will be paid from the Construction Engineering (10%), $179,854.93, portion of the project, which was approved in Resolution 2394, which is the contract award of the SR 410 Pedestrian Improvements MP 13.91 Project.

**Attachments:** Res.2396, Contract (Amendment #3), Map

**BUDGET INFORMATION**

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$2,158,259

**Budget Explanation:**
- 2015 - 301.054.032.595.30.63.10 Street CIP: SR 410/Pedestrian Improvements $286,000
- 2015 - 301.000.042.595.61.63.10 Street Operations: Sidewalk Improvements $400,000
- 2015 - 402.054.035.594.35.63.05 Sewer CIP $400,000
- Construction Contract Amount:$1,798,549.33 + 10% Contingency $179,855 +
- 10% Project Mgt. $179,855 = Total $2,158,259
- Revenue: General Fund, TIB Grant, Sewer SDC

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<td></td>
<td>James Rackley</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Forwarded to:</th>
<th>Consent Agenda:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>X</td>
<td>No</td>
</tr>
</tbody>
</table>

**COUNCIL ACTION**

<table>
<thead>
<tr>
<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>APPROVALS</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td><strong>Director:</strong> Dan Grigsby, P.E.</td>
<td><strong>Mayor:</strong> Neil Johnson Jr.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Meeting Date(s):**

**Tabled to:**

**Dan Grigsby, P.E.**

**Neil Johnson Jr.**
RESOLUTION NO. 2396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH SCJ ALLIANCE CONSTRUCTION ENGINEERING SERVICES (AMENDMENT #3) OF THE SR410 PEDESTRIAN IMPROVEMENTS MP 13.91 PROJECT

WHEREAS, the City has approved by Resolution 2394 the agreement with WHH Nisqually Services, LLC for the construction of SR 410 Pedestrian Improvements MP 13.91 Project; and

WHEREAS, the City has the responsibility to provide oversight and engineering support for the contractor during construction of the SR 410 Pedestrian Improvements MP 13.91 Project; and

WHEREAS, the City has approved a 10% Project Management ($179,854.93) allocation from the original contract toward construction staking per Resolution 2394; and

WHEREAS, SCJ Alliance has provided a contract for construction engineering services for the SR 410 Pedestrian Improvements MP 13.91 Project in the amount of $32,045.00

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 (Amendment #3) in the amount of $32,045.

PASSED by the City Council this 9th day of December, 2014.

________________________________
Neil Johnson Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
PROFESSIONAL SERVICES
CONSULTANT AGREEMENT
SR 410 Sidewalk Improvements from Angeline Bridge to 192\textsuperscript{nd} Avenue East
(Amendment No.3)

THIS Amendment No. 3 to the Agreement dated November 7, 2014, is made and entered into this
day, between the CITY OF BONNEY LAKE, a Washington municipal corporation (the "City"); and
Shea Carr Jewell Inc. (dba SCJ Alliance), (hereinafter, "Consultant").

In consideration of their mutual promises set forth herein, the parties agree to amend the Agreement
dated April 9, 2013, as set forth in the Amendment No. 1 dated February 11, 2014 and Amendment
No. 2 dated July 22, 2014. Except as modified by this Amendment No. 3 dated November 7, 2014,
all other terms of the parties' Agreement dated April 9, 2013, remain in full force and effect.

AGREEMENT
AMENDMENT NO. 3

1. Scope of Work:

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

3. Payment:

The City shall reimburse the Consultant in accordance with the Payment schedule described in
Exhibit B for all allowable expenses agreed upon by the parties to complete the Scope of Services. In
no event shall the total amount to be reimbursed by the City, for this additional work exceed the sum
of Thirty-two Thousand and Forty-five Dollars ($32,045.00) for a total contract price of Two
Hundred and Forty Thousand, Two Hundred Dollars ($240,200.00).

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>$133,276.00</td>
</tr>
<tr>
<td>Amendment #1</td>
<td>$47,823.00</td>
</tr>
<tr>
<td>Amendment #2</td>
<td>$27,056.00</td>
</tr>
<tr>
<td>Amendment #3</td>
<td>$32,045</td>
</tr>
<tr>
<td><strong>Contract Total</strong></td>
<td><strong>$240,200.00</strong></td>
</tr>
</tbody>
</table>

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

This Amendment, together with the Attachments, is added and incorporated into the Agreement dated April 9, 2013, and represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representation, or agreements. This Agreement may be amended only by a written instrument signed by both the City and the Consultant. The attachments to this Amendment are identified as follows:

Exhibit A consisting of 5 pages
Exhibit B consisting of 2 pages

IN WITNESS WHEREOF, the City and the Consultant have executed this Amendment No. 3 of the Agreement as of the date and year written below.

CITY OF BONNEY LAKE

By: ____________________________
    Neil Johnson, JR., Mayor

Date: ____________________________

SHEA, CARR JEWELL INC.

By: ____________________________
    Perry Shea

Date: 11/17/14
City of Bonney Lake, Washington  
City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works / Marlyn Campbell</td>
<td>9 December 2014</td>
<td>AB14-146</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motion</td>
<td></td>
<td>Donn Lewis</td>
</tr>
</tbody>
</table>

**Agenda Subject:** Accept Lakeridge 2 Water Main Extension project with Archer Construction, Inc as Complete

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Lakeridge 2 Water Main Extension Project With Archer Construction, Inc.

**Administrative Recommendation:**

**Background Summary:** Resolution 2372 dated April 8, 2014 awarded the construction contract to Archer Construction, Inc. for the Lakeridge 2 Water Main Extension project. This project included installation of 1,900 linear feet of ductile iron water main and associated fittings; installing 10 new service connections; 550 linear feet of corrugated polyethylene storm sewer pipe; 5 new storm structures; backfilling and compacting an existing stormwater pond, andOverlaying 800 tons of asphalt on 84th Street East from 182nd Ave E to Locust Ave E.  

See attached Project Completion Report for detailed information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

**Attachments:** Project Completion Report, Bill of Sale, Notice of Completion of Public Works Contract and 6 photos of project, before (2), during (3) and after (1).

**BUDGET INFORMATION**

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

**Budget Explanation:** Release of Retainage in the amount of $29,580.28

**COMMITTEE, BOARD & COMMISSION REVIEW**

<table>
<thead>
<tr>
<th>Council Committee Review:</th>
<th>Approvals:</th>
<th>Chair/Councilmember</th>
<th>Councilmember</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development</td>
<td></td>
<td>Donn Lewis</td>
<td>James Rackley</td>
</tr>
<tr>
<td>Date: 2 December 2014</td>
<td></td>
<td></td>
<td>Randy McKibbin</td>
</tr>
</tbody>
</table>

Forward to: Consent Agenda: Yes 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>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Meeting Date(s):</th>
<th>Tabled to Date:</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Director:</td>
<td>Mayor:</td>
</tr>
<tr>
<td>----------</td>
<td>--------</td>
</tr>
<tr>
<td>Dan Grigsby</td>
<td></td>
</tr>
</tbody>
</table>
PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: Lakeridge 2 Water Main Extension

Project Financing Summary:

Project Revenue Sources:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Authorized by City Council</td>
<td>$783,130</td>
</tr>
<tr>
<td>City Fund Source(s):</td>
<td></td>
</tr>
<tr>
<td>Water Fund- SDC</td>
<td>$783,130</td>
</tr>
</tbody>
</table>

Total Project Budget Utilized = $732,681

Project Expenditures:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Study</td>
<td>N/A</td>
</tr>
<tr>
<td>Design</td>
<td>$95,298</td>
</tr>
<tr>
<td>Total Construction</td>
<td></td>
</tr>
<tr>
<td>Engineer's Estimate</td>
<td></td>
</tr>
<tr>
<td>Low Bid/Contract</td>
<td>$598,115</td>
</tr>
<tr>
<td>Contingency- 10%</td>
<td>$59,811</td>
</tr>
<tr>
<td>Field Engineering Services- 5% =</td>
<td>$29,906</td>
</tr>
</tbody>
</table>

Total Project Cost = $687,832

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Total Budget for construction</td>
<td>$687,832</td>
</tr>
<tr>
<td>Actual</td>
<td></td>
</tr>
<tr>
<td>Under Budget=</td>
<td>$50,449</td>
</tr>
</tbody>
</table>

Actual Revenue Sources utilized for project:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Authorized by City Council</td>
<td>$783,130</td>
</tr>
<tr>
<td>Actual City Funds utilized:</td>
<td></td>
</tr>
<tr>
<td>Water Fund- SDC</td>
<td>$732,681</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Planning</th>
<th>Actual Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Facilities Plan</td>
<td></td>
</tr>
<tr>
<td>Approved by City Council:</td>
<td></td>
</tr>
<tr>
<td>Study Required:</td>
<td>N/A</td>
</tr>
<tr>
<td>FY Funding in Budget:</td>
<td>N/A</td>
</tr>
<tr>
<td>Study Contract NTP Date:</td>
<td>N/A</td>
</tr>
<tr>
<td>Study Contract Completion Date:</td>
<td>N/A</td>
</tr>
<tr>
<td>Planning Actual Total =</td>
<td>$0</td>
</tr>
</tbody>
</table>

| Design                           |              |
| Date RFP Issued                  | N/A          |
| Design Contract Award Date:      | 8/27/2013    |
| Design Contract Completion Date: | 7/31/2014    |
| Design Consultant(s):            | Parametrix   |
| Design Actual Total =            | $95,298      |

| Construction                     |              |
| Date of Advertisement:           | 3/5/2014     |
| Bid Opening Date:                | 3/19/2014    |
| Engineer's Estimate:             | $629,721     |
| Low Responsive/Responsible Bid:  | $598,115     |
| $627,160                         |
| Contract Award Date:             | 4/8/2014     |
| Contract Completion Date:        | 9/10/2014    |
| Closeout Date:                   |              |
| Construction Actual Total =      | $95,298      |

| Change Order Summary:            |              |
| 1                                |              |
| Centerline Striping and          | $1,846       |
| Hydrant Markers                  |              |

| Other Construction               |              |
| Soil Testing                     | $3,424       |
| hydrant meter                    | $116         |
| recording fees                   | $144         |
| Advertising                      | $337         |
| Field Engineering Services       | $4,357       |
| Construction Actual Total =      | $637,383     |

| Total Project Cost =             | $732,681     |

**PW Infrastructure Addition(s):** See attached Bill of Sale form
City of Bonney Lake, Pierce County  
BILL OF SALE  

Project Title: **Lakeridge 2 Water Main Extension**

NOW ALL MEN BY THESE PRESENTS that hereby acknowledged, the undersigned grantor *City of Bonney Lake* does by these presents hereby convey, set over, assign, transfer to the City of Bonney Lake, Pierce County, Washington, a municipal corporation, the following described utilities or other improvements and all appurtenances thereto, situated in Pierce County, Washington:

**FINAL COST DATA AND INVENTORY:**

### WATER SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>Amount</th>
<th>Unit</th>
<th>Size</th>
<th>Type</th>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,909</td>
<td>L.F. of</td>
<td>12 In. Dia.</td>
<td></td>
<td>D.I. Water Main</td>
<td>$171,800.00</td>
</tr>
<tr>
<td>4</td>
<td>EACH of</td>
<td>6 In.</td>
<td></td>
<td>D.I. Gate Valves</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>6</td>
<td>EACH of</td>
<td>8 In.</td>
<td></td>
<td>D.I. Gate Valves</td>
<td>$6,600.00</td>
</tr>
<tr>
<td>10</td>
<td>EACH of</td>
<td>12 In.</td>
<td></td>
<td>D.I. Gate Valves</td>
<td>$23,000.00</td>
</tr>
<tr>
<td>4</td>
<td>EACH of</td>
<td>2 In.</td>
<td></td>
<td>Blowoffs</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>1</td>
<td>EACH of</td>
<td>2 In.</td>
<td></td>
<td>Air-Vac Assemblies</td>
<td>$2,900.00</td>
</tr>
<tr>
<td>10</td>
<td>EACH of</td>
<td>1 In.</td>
<td></td>
<td>Water Services</td>
<td>$11,000.00</td>
</tr>
</tbody>
</table>

Other Incidental Costs $132,058.69

Include Sales Tax if applicable 8.8% tax $31,681.82

TOTAL COST FOR WATER SYSTEM $391,702.51

### STORM DRAINAGE SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>Amount</th>
<th>Unit</th>
<th>Size</th>
<th>Type</th>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>L.F. of</td>
<td>6 In. Dia.</td>
<td>ADS</td>
<td>Storm Lines</td>
<td>$832.00</td>
</tr>
<tr>
<td>373</td>
<td>L.F. of</td>
<td>12 In. Dia.</td>
<td>ADS</td>
<td>Storm Lines</td>
<td>$20,515.00</td>
</tr>
<tr>
<td>159</td>
<td>L.F. of</td>
<td>15 In. Dia.</td>
<td>ADS</td>
<td>Storm Inlet</td>
<td>$8,745.00</td>
</tr>
<tr>
<td>5</td>
<td>EACH of</td>
<td>48 In. Dia.</td>
<td>Type 2</td>
<td>Storm Catch Basin</td>
<td>$12,000.00</td>
</tr>
</tbody>
</table>

Other Incidental Costs $10,173.00

Include Sales Tax if applicable 8.8% tax $4,599.32

TOTAL COST FOR STORM DRAINAGE SYSTEM $56,864.32

### STREET IMPROVEMENT CONSTRUCTION/CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curb &amp; Gutter</td>
<td>161</td>
<td>L.F.</td>
<td>$5,152.00</td>
</tr>
<tr>
<td>Asphalt Pavement</td>
<td>4,578</td>
<td>S.Y.</td>
<td>$90,475</td>
</tr>
<tr>
<td>Parallel Ramp Type A</td>
<td>3</td>
<td>EACH</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>Concrete Driveway</td>
<td>64.7</td>
<td>S.Y.</td>
<td>$2,717.40</td>
</tr>
<tr>
<td>Concrete Sidewalk</td>
<td>30.3</td>
<td>S.Y.</td>
<td>$1,212.00</td>
</tr>
</tbody>
</table>

Other Incidental Costs $76,130.31

Include Sales Tax (Schedule A Items Only) 8.8% tax $1,115.96
TOTAL COST FOR STREET IMPROVEMENTS

$180,402.67

ENGINEERING AND CONSTRUCTION SERVICES

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Engineering Design Services</td>
<td>$95,278.00</td>
</tr>
<tr>
<td>Construction Services</td>
<td>$18,810.00</td>
</tr>
<tr>
<td>Permitting fees</td>
<td>$0</td>
</tr>
</tbody>
</table>

The said grantor hereby warrants that it is the sole owner of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor has executed these presents this 6th day of October, 2019.

[Signature]
Name
Project Manager
## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 600 214 020  
Date: 11/24/2014

<table>
<thead>
<tr>
<th>Name &amp; Address of Public Agency</th>
<th>Department Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bonney Lake</td>
<td></td>
</tr>
<tr>
<td>19306 Bonney Lake Blvd.</td>
<td></td>
</tr>
<tr>
<td>Bonney Lake, WA 98391</td>
<td></td>
</tr>
<tr>
<td>UBI Number: 277000893</td>
<td></td>
</tr>
</tbody>
</table>

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

**Project Name:** Lakeridge 2 Water Main Extension  
**Description of Work Done/Include Jobsite Address(es):**
Installation of 1,900 linear feet of ductile iron water main and associated fittings; installing 10 new service connections; 550 linear feet of corrugated polyethylene storm sewer pipe; 5 new storm structures; backfilling and compacting an existing stormwater pond, and overlaying 800 tons of asphalt on 84th Street East from 182nd Ave E to Locust Ave E.

**Federally funded road transportation project?** ☐ Yes ☐ No

**Contractor's Name:** Archer Construction, Inc.  
**Contractor Address:** 7855 SO 206th Street Kent, WA 98032

**Date Contract Awarded:** 4/8/14  
**Date Work Commenced:** 5/19/14  
**Date Work Completed:** 9/11/14

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Additions (+)</th>
<th>Reductions (-)</th>
<th>Liquidated Damages $</th>
<th>Amount Disbursed $</th>
<th>Amount Retained $</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 562,753.00</td>
<td>$ 28,852.57</td>
<td></td>
<td>$ 591,605.57</td>
<td>599,425.38</td>
<td>29,580.28</td>
</tr>
</tbody>
</table>

**Sub-Total**  
**Amount of Sales Tax Paid at 8.800%**  
$ 37,400.09

**TOTAL**  
$ 629,005.66

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

### Please List all Subcontractors and Sub-tiers Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number: (Required)</th>
<th>Affidavit ID*</th>
</tr>
</thead>
<tbody>
<tr>
<td>A &amp; R Sawing &amp; Drilling CO</td>
<td>601514268</td>
<td>537376</td>
</tr>
<tr>
<td>Puget Sound Construction Services, Inc.</td>
<td>603356329</td>
<td>544808</td>
</tr>
<tr>
<td>Specialized Pavement Mrkg</td>
<td>602001003</td>
<td>531822</td>
</tr>
<tr>
<td>Tyee Concrete Construction, Inc.</td>
<td>602790246</td>
<td>529284</td>
</tr>
<tr>
<td>Ground Up Road Construction Inc.</td>
<td>603122928</td>
<td>544860</td>
</tr>
<tr>
<td>Corliss Resources, Inc.</td>
<td>60312928</td>
<td>544860</td>
</tr>
<tr>
<td>Gauthier Trucking</td>
<td>603122928</td>
<td>544860</td>
</tr>
<tr>
<td>Moby's 24 Hour Street Sweeping Services, Inc.</td>
<td>603122928</td>
<td>544860</td>
</tr>
</tbody>
</table>
Please List all Subcontractors and Sub-tiers Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number: (Required)</th>
<th>Affidavit ID*</th>
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<tbody>
<tr>
<td>Miles Resources, Inc.</td>
<td>602870349</td>
<td>545010</td>
</tr>
<tr>
<td>Tope Line Development Inc.</td>
<td>602358295</td>
<td>521445</td>
</tr>
<tr>
<td>Tope Line Development Inc.</td>
<td>602358295</td>
<td>524590</td>
</tr>
<tr>
<td>L Caldwell Construction CO</td>
<td>601822519</td>
<td>527453</td>
</tr>
</tbody>
</table>

Comments:

$166,604.51 of the contract paid is not subject to Taxes (pursuant to WAC 458-20-171).

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

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.

NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

Affidavit ID* - Provide known ones at this time. No LNI release will be granted until all affidavits are completed.

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

For tax assistance or to request this document in an alternate format, visit http://dor.wa.gov or call 1-800-647-7706.
Teletype (TTY) users may call (360) 705-6718.
Before Construction

During Construction
During Construction

After Construction
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact: Executive / Don Morrison

Meeting/Workshop Date: 9 December 2014

Agenda Bill Number: AB14-154

Agenda Item Type: Ordinance

Ordinance/Resolution Number: D14-154

Councilmember Sponsor: Hamilton

Agenda Subject: Utility Tax Rates on City Water, Sewer, and Stormwater Utilities

Full Title/Motion: An Ordinance Relating To Utility Taxes On Water, Sewer, And Stormwater Utilities.

Administrative Recommendation: Approve

Background Summary: The utility tax rate on local water, sewer or stormwater service has not been increased in more than fifteen years. The overall General Fund revenues of the City have been stagnant since 2008 while the City has grown substantially and resident service demands have increased. The local utility tax is one of the few options that City Council has for raising additional revenue to meet the growing needs of the community. The revised proposal (recommended by the FC/COW) would increase the utility tax of City water, sewer, and stormwater revenues by an additional 2% in 2015, another 2% in 2016, for a total increase of 4% (from 8% to 12%).

Attachments: Ordinance D14-154; AWC Local Utility Tax Rate Survey

Budget Information

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<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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Budget Explanation: Each 1% increase in the utility tax rate would raise an estimated $124,000 annually for the General Fund. The costs would be paid from the respective City utility fund revenues. Whether the current rate structure of the various utilities is sufficient to absorb the additional tax hike will depend on the sales of utility services and the budgeted expenditures. The stormwater and sewer utilities appear to be able to absorb the hike without having to raise offsetting rates. Water will depend somewhat on overall sales, which can vary depending on weather and consumer conservation.

Committee, Board & Commission Review

Council Committee Review:
Finance Committee
Date: 28 November 2014

Approvals:
Chair/Councilmember: Dan Swatman
Councilmember: Katrina Minton-Davis
Councilmember: Donn Lewis

Forward to:
Consent Agenda: Yes No

Commission/Board Review:

Hearing Examiner Review:

Council Action

Workshop Date(s):
Meeting Date(s):

Public Hearing Date(s):
Tabled to Date:

Approvals

Director: Mayor: Date Reviewed

Agenda Packet p. 67 of 126
ORDINANCE NO. D14-154

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AMENDING CHAPTER 5.04 OF THE BONNEY LAKE AND
ORDINANCE NO. 1398 RELATING TO UTILITY TAXES ON
WATER, SEWER, AND STORMWATER SERVICES.

WHEREAS, the utility tax rate on local water, sewer or stormwater service has
not been increased in more than fifteen years; and

WHEREAS, the overall General Fund revenues of the City have been stagnant
since 2008 while the City has grown substantially and resident service demands have
increased; and

WHEREAS, the local utility tax is one of the few options that City Council has
for raising additional revenue to meet the growing needs of the community;

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

Section 1. BLMC Chapter 5.04.030 and the corresponding section of Ordinance
No. 1398 are hereby amended to read as follows:

5.04.030 Tax designated.

A. There is levied upon, and there shall be collected from, every person, firm or
corporation engaged in furnishing, for a monetary consideration, the city and the
inhabitants thereof with electricity and electrical energy for lighting, heating, power, and
other public purposes, within or partly within the corporate limits of the city, an annual
tax for the privilege of so doing, such tax to be equal to six percent of the total gross
subscriber revenues from business and residential electrical power service in the city.

B. There is levied upon, and there shall be collected from, every person, firm or
corporation engaged in carrying on a telephone business for hire, including cellular
telephone service, within or partly within the corporate limits of the city an annual tax for
the privilege of so doing, such tax to be equal to six percent of the total gross operation
revenues within the city. Gross operating revenues for this purpose shall not include
charges which are passed on to the subscribers by a telephone company pursuant to tariffs
required by regulatory order to compensate for the cost to the company of the tax
imposed by this chapter.

“Telephone business” means the business of providing access to local telephone network,
local telephone switching service, toll service, or coin telephone services, or providing
telephonic, video, data or similar communication or transmission for hire, via a local
telephone network, toll line or changes, or similar communication or transmission
system. It includes cooperative or farmer line telephone companies or associations operating an exchange. “Telephone business” does not include the providing of competitive service.

“Cellular telephone service” means a two-way voice and data telephone / telecommunications system based in whole or substantially in part on wireless radio communications, which are not subject to regulation by the Washington State Utilities and Transportation Commission (WUTC). This includes cellular mobile service. The definition of cellular mobile service includes other wireless radio communications services such as specialized mobile radio (SMR), personal communications services (PCS), and any other evolving wireless radio communications technology which accomplishes a purpose similar to cellular mobile service. Cellular telephone service is included within the definition of “telephone business” for the purposes of this chapter.

“Competitive telephone service” means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulations as telephone companies under RCW Title 80 and for which a separate charge is made.

C. There is levied upon, and there shall be collected from, every person, firm or corporation engaged in furnishing, for a monetary consideration, natural gas or manufactured gas for lighting, heating, power, and other public purposes, within or partly within the corporate limits of the city, an annual tax for the privilege of so doing, such tax to be equal to six percent of the total gross subscriber revenue from business and residential gas service, both natural and manufactured, in the city.

D. There is levied upon, and there shall be collected from, every person, firm or corporation engaged in carrying on the business of selling or furnishing water for domestic or industrial consumption, or sewer service, within or partly within the corporate limits of the city, a tax equal to eight percent of the total gross income from such business in the city. Effective January 1, 2015 the tax rate shall be equal to ten percent of the total gross income from such business in the city. Effective January 1, 2016 the tax rate shall be equal to twelve percent of the total gross income from such business in the city.

E. There is levied upon, and there shall be collected from, every person, firm or corporation engaged in carrying on the business of selling or furnishing garbage service, including recyclables and yard waste, within or partly within the corporate limits of the city, a tax equal to six percent of the total gross income from such business in the city.

F. There is levied upon, and there shall be collected from, every person, firm or corporation engaged in carrying on the business of selling or furnishing cable television service, for domestic or commercial consumption, within or partly within the corporate limits of the city, a tax equal to one and one-half percent of the total gross subscriber revenue from such service.
G. There is levied upon and there shall be collected from every person, firm or corporation engaged in carrying on the business of selling or furnishing stormwater service, within or partly within the corporate limits of the city, a fee or tax equal to eight percent of the total gross revenues from such business in the city. Effective January 1, 2015 the tax rate shall be equal to ten percent of the total gross income from such business in the city. Effective January 1, 2016 the tax rate shall be equal to twelve percent of the total gross income from such business in the city.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication, as required by law.

PASSED by the City Council and approved by the Mayor this 9th day of December, 2014.

______________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

________________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

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

<table>
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<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<tr>
<td>Executive / Gary Leaf</td>
<td>9 December 2014</td>
<td>AB14-130</td>
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<th>Ordinance/Resolution Number:</th>
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<tr>
<td>Resolution</td>
<td>2419</td>
<td>Hamilton</td>
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**Agenda Subject:** Historic Preservation

**Full Title/Motion:** A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Grant Agreement With Pierce County To Assist With Installation Of Two Historic Markers.

**Administrative Recommendation:** Approve

**Background Summary:** The City has been awarded $2,500 from Pierce County to assist with placement of two more historical markers, at Victor Falls and the Reed farm at the site of Connell's original cabin site. The Greater Bonney Lake Historical Society will assist staff with language that will be engraved in the new markers, which will be embedded in a sandstone base. The grant will pay for 50% of the cost of the markers, including installation (up to $2,500). The City's matching fund requirement will be split between the Beautification budget in Community Services and the Parks CIP Fund. Total cost including staff and volunteer time is expected to be approximately $5,000, with out-of-pocket costs of about $3,500. The grant will reimburse up to $2,500 of expenses. Reimbursement will be made after completion of the project, which will be no later than September 2015.

**Attachments:** Resolution No. 2419

**BUDGET INFORMATION**

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**Budget Explanation:** Up to $2,500 will be reimbursed

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Finance Committee
Date: 9 December 2014

<table>
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<tr>
<th>Approvals:</th>
<th>Yes</th>
<th>No</th>
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<tr>
<td>Chair/Councilmember</td>
<td>Dan Swatman</td>
<td></td>
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<tr>
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<tr>
<td>Councilmember</td>
<td>Katrina Minton-Davis</td>
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Forward to:

**Consent Agenda:** Yes No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):
Meeting Date(s): 9 December 2014
Tabled to Date:

**APPROVALS**

Director:
Mayor:

Date Reviewed by City Attorney: 2 December 2014 (if applicable)
RESOLUTION NO. 2419

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PUBLIC BENEFIT AGREEMENT WITH PIERCE COUNTY TO ASSIST WITH PLACEMENT OF TWO HISTORICAL MARKERS

WHEREAS, in 2009 The City of Bonney Lake erected ten historic preservation markers partially funded by a historic preservation grant from Pierce County; and

WHEREAS, Pierce County has approved a second historic preservation grant to assist with the cost of two additional markers; and

WHEREAS, the Greater Bonney Lake Historical Society has once again agreed to assist with gathering information, photographs, and/or illustrations to be placed on plaques for the two markers and also assist with selecting the sandstone bases for the two plaques; and

WHEREAS, the grant will cover 50 percent of the estimated cost of the two historical markers;

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

Section 1. The Mayor is hereby authorized to sign the Public Benefit Agreement with Pierce County, attached hereto and incorporated herein by this reference.

PASSED BY THE CITY COUNCIL this 9th day of December, 2014.

______________________________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

______________________________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________________________
Kathleen Haggard, City Attorney
November 18, 2014

City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98391-0944

RE: Historical Markers
(Pierce County BARS Code 001.143.HDOC.41.0009)

Enclosed are two original copies of the Public Benefit Agreement (PBA) for the above referenced project. Please verify the information on the Budget Page (Attachment 1), sign, and date each original. Please keep one of the signed originals for your records and return the other one in the addressed envelope provided.

Also, please note that all in-kind/matching fund documentation, as noted on the Public Benefit Agreement Budget Page (Attachment 1), must be submitted for reimbursement. Please review the contract for specific information on what you will need to provide and when it is due, in order to ensure you receive the appropriate reimbursement of funds.

If you have any questions, please contact me at (253) 798-7279, or scarter@co.pierce.wa.us.

Sincerely,

[Signature]

Shari Carter, OA2
Pierce County PALS

SC:sc
Title: Historical Markers
Funding Source: MCE/VP/TP/EC, etc
Start Date: FY14 - October 1, 2014
End Date: FY15 - October 1, 2015
FY/$: FY14 / $2,500
Contractor: City of Bonney Lake
Address: PO Box 7380
          Bonney Lake, WA 98391-0944
Contact: Mayor Neil Johnson
E-mail: johnsonn@ci.bonney-lake.wa.us
Telephone: (253) 447-4309
BARS Code: 001.143.HDOC.55860.41.0009

PUBLIC BENEFIT AGREEMENT

City of Bonney Lake, hereinafter called Contractor, and Pierce County, hereinafter called County, agree as set forth in this Agreement, including:

I. General Terms and Conditions;
II. Statement of Work; and
III. Compensation.

The term of this Agreement shall commence on FY14, October 1, 2014, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on FY15, October 1, 2015.

The maximum consideration for the term of this Agreement shall not exceed $2,500.

The County has established the following BARS expenditure code for this Agreement, 001.143.HDOC.55860.41.0009, which shall be included on all billing-or correspondence in connection therewith.

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs D, F, K, R, and Z of Section I, are totally and fully part of this Agreement and have been mutually negotiated by the parties.

I. GENERAL TERMS AND CONDITIONS

A. Scope of Contractor’s Services.

The Contractor agrees to provide to the County services and any materials set forth in Section II, Statement of Work during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

B. Accounting and Payment for Contractor Services.

1. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Section III, Compensation and Financial Requirements. Where this Agreement requires payments by Pierce County, payment shall be based upon billing, supported by documentation of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar
payment requested. Unless approved in writing, in advance, by the official executing this Agreement for Pierce County (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this Agreement.

2. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the County voucher system for the Contractor’s service as set forth in the Budget attached to and incorporated in this Agreement.

C. Assignment and Subcontracting.

No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer.

D. Independent Contractor.

1. The Contractor’s services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

2. The Contractor acknowledges that the entire compensation for this Agreement is specified in Section III and the Contractor is not entitled to any County benefits including, but not limited to vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this Agreement to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

3. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys’ fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

E. No Guarantee of Employment.

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

F. Taxes.

1. The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year.
in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor’s performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor’s failure to pay taxes on compensation earned pursuant to this Agreement.

2. The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to Business and Occupation Tax, taxes based on the Contractor’s gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

G. Insurance Requirements

1. Throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain general liability insurance with an insurance carrier licensed to do business in the State of Washington, and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate, with a deductible of not greater than $5,000.

2. Where automobiles are used in conjunction with the performance of this Agreement throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain automobile liability insurance with an insurance carrier licensed to do business in the State of Washington and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, $1,000,000 each occurrence or combined single limit coverage of $1,000,000.

3. General liability insurance and, if applicable, automobile liability insurance coverage shall be provided under a comprehensive general and automobile liability form of insurance, such as is usual to the practice of the insurance industry, including, but not limited to all usual coverage referred to as Personal Injury—including coverage A, B and C. If applicable, automobile liability insurance shall include coverage for owned, non-owned, leased, or hired vehicles.

4. Pierce County shall be named as an additional insured on all required policies except automobile insurance and all such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution.

5. Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

6. In the event of nonrenewal or cancellation of, or material change in the coverage required, 30 days written notice will be furnished to Pierce County prior to the date of cancellation, change, or nonrenewal. Such notice will be sent to the Pierce County Risk Manager, 955 Tacoma Ave. S., Suite 303, Tacoma, WA 98402.
7. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

H. **Bond.**

The Contractor shall maintain, throughout the life of this agreement, an annual fidelity or performance bond in an amount not less than 25 percent of the value of this Agreement. Coverage for employee dishonesty in the amount not less than 25 percent of the value of the Agreement may be maintained in lieu of bond.

I. **Regulations and Requirement.**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. Unless specifically noted to the contrary, the Contractor shall obtain all permits, authorities, and approvals necessary to implement this project.

J. **Right to Review.**

1. This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials, which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement.

2. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

K. **Defense and Indemnity Agreement.**

The Contractor agrees to defend, indemnify, and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

The following paragraph applies to all work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached
to real estate, including moving and demolition in connection therewith:

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph of this contract is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee’s agents or employees, and (b) the indemnitor or the indemnitor’s agents or employees, the indemnity provisions provided for in the preceding paragraph of this contract shall be valid and enforceable only to the extent of the indemnitor’s negligence.

L. Industrial Insurance Waiver.

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

M. Withholding Payment.

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

N. Future Non-Allocation of Funds.

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

O. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with
reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

P. Property.

It is the County's policy that non-expendable property required for this project not be purchased with County funds. When specialized equipment is necessary and purchase of such equipment is approved by the Contracting Officer, it shall be detailed in the contract budget. Such property shall be properly accounted for and maintained.

Q. Patent/Copyright Infringement.

Contractor will defend and indemnify the County from any claimed action, cause, or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

1. That Contractor shall be notified promptly in writing by County of any notice of such claim.

2. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

R. Modifications.

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

S. Termination for Default.

1. If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolveny or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.
2. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

T. Termination for Public Convenience.

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

U. Disputes.

1. General. Differences between the Contractor and the County, arising under and by virtue of the Agreement Documents shall be brought to the attention of the County at the earliest possible time consistent with such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

2. Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

3. Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

V. Equal Opportunity, Nondiscrimination & Affirmative Action.

The Contractor, its employees, its subcontractors and their employees, by acceptance of this Agreement, certify that they will not engage in any unlawful discrimination, in any work place, during the life of this Agreement.
The Contractor and its subcontractors should make a realistic, good faith effort to employ women, minorities, and Pierce County residents for any new job openings or positions for advancement or training that may become available during the life of this Agreement.

W. **Waiver.**

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

X. **Waiver of Non-Competition.**

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

Y. **Official Benefits Prohibited.**

No federal, state, or local elected or appointed official, nor members of their families, nor their business associates, shall be admitted to any share or part of the funds provided by this Agreement, nor to any benefit to arise herefrom.

The Contractor heretofore shall maintain a Code of Conduct which shall govern his/her performance in the award and administration of this, or any other contracts or procurement actions funded in whole or in part by funds made available hereunder. The Contractor shall not participate in the selection, award, or administration of any such contract if a conflict of interest, real or apparent, would exist.

Z. **Confidentiality.**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents, or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

AA. **Notice.**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the contracting Officer and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
BB. **Venue and Choice of Law.**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

CC. **Severability.**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

DD. **Survival.**

The provisions of paragraphs D, E, F, I, J, K, L, M, N, O, P, R, T, U, V, X, Y, AA, and CC of Section I of this Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

EE. **Entire Agreement.**

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

II. **STATEMENT OF WORK**

A. **County Responsibilities.**

To accomplish the intent of this agreement, the County:

1. May provide administrative and financial oversight and direction in accordance with established laws and regulations;

2. Shall monitor and evaluate program performance against performance criteria noted in Section II, below; and

3. Shall pay, on a timely basis, all requests for payment which are eligible and appropriate for payment and which are supported by sufficient documentation.

B. **Contractor Responsibilities.**

To accomplish the intent of this Agreement, the Contractor shall:

1. **Scope of work.** We incorporate, by reference of the application submitted by the City of Bonney Lake for historical markers, the purchase of a scanner and external storage units needed to digitalize and catalogue the current photo library onto external storage devices preserving the photos and making them more accessible to the public.

2. Comply with all noted regulations, requirements, and conditions of the Agreement.
3. Evidence contract compliance by accomplishment of the above described project or program in the manner specified and in accordance with the project schedule.

4. Complete reports and provide information as required by the County to demonstrate compliance with regulations, eligibility, goals, and objectives including:

Provide a semiannual activity report, which shall include photographs and documentation (where applicable) by April 15, 2015, for activities from the commencement of the Agreement through April 1, 2015. A final report including photographs and documentation (where applicable) shall be submitted no later than October 1, 2015. If the project is complete prior to the semiannual report date, only a final report with documentation as described above shall be submitted for fund disbursement.

III. COMPENSATION AND FINANCIAL REQUIREMENTS

A. Reimbursement.

Reimbursement requests from the Contractor for services rendered under this agreement shall:

1. Be submitted on the Contractor’s letterhead; and,

2. Shall include the applicable BARS expenditure code and Contract No.; and,

3. Be supported by appropriate documentation of amounts actually incurred; and,

4. Where applicable, include actual hours or days worked, and,

5. Include the total dollar amount requested.

B. Use of Funds.

It is expressly understood that Agreement funds may only be used for expenses, items, activities, and costs which are included in the attached Budget. Line item adjustments to the Budget must be in writing and agreed to by the Contracting Officer and the Contractor. County funds shall not be obligated for:

1. Costs incurred prior to the date the Agreement becomes effective unless specifically authorized; or

2. Costs found to be ineligible or inappropriate pursuant to state law and/or applicable regulations.

C. Refunds.

The Contractor shall refund to the County any payment or partial payment expended by the Contractor or its Subcontractors which is subsequently found to be ineligible, inappropriate or illegal. Further, the Contractor shall refund to the County any funds remaining at the end of the period of performance.
IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ______________, 20__. 

Contractor must complete the tax status information for the business entity. Corporate name must exactly match that which is registered with the Internal Revenue Service.

☐ CORPORATION: (City)
Print Name of Corporation
Signature of Corporate Officer Date
Print name and Title of Authorized Signator
EIN UBI
☐ PARTNERSHIP:
Name of Partnership
Authorized Signatory Date
Print name and Title of Authorized Signatory

☐ SOLE PROPRIETORSHIP
Business Name
Print Owner Name
Signature of Owner Date
Owner SSN/EIN

PIERCE COUNTY: Approved:
Department Director Date
Approved:
Budget & Finance Date
Approved:
County Executive (over $250,000) Date
Approved as to form only:
Deputy Prosecuting Attorney Date
## ATTACHMENT 1

**Budget Page**  
**Agreement with:** City of Bonney Lake  
**Project:** Historical Markers  
**BARS:** 001.143.HDOC.55860.41.0009  
**FY14 AMOUNT:** $2,500

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<th>ITEM (Please Itemize)</th>
<th>PIERCE COUNTY GRANT FUNDING</th>
<th>APPLICANT MATCH</th>
<th>OTHER INCOME (Grants or Funds)</th>
<th>TOTAL PROJECT COST (Total Expense)</th>
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City of Bonney Lake  
Agenda Packet p. 88 of 126  
Page 12  
Rev. 9/15/2014
City of Bonney Lake, Washington  
City Council Agenda Bill (AB)

Department/Staff Contact: PW / Douglas Budzynski  
Meeting/Workshop Date: 9 December 2014  
Agenda Bill Number: AB14-153

Agenda Item Type: Resolution  
Ordinance/Resolution Number: 2428  
Councilmember Sponsor: Dan Swatman

Agenda Subject: Award contract to Northeast Electric, LLC for Phase-1 Construction of the SCADA System Upgrade project.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Award Contract To Northeast Electric, Llc For Phase-1 Construction Of The Scada System Upgrade.

Administrative Recommendation: Recommend Approval

Background Summary: This phase of the SCADA upgrade project will replace the communications backbone for the SCADA system with hardware and software improvements at the Ponderosa Water Tank site, replaces SCADA central computer in the Public Works Center, and reestablishes SCADA communications with Sewer Lift Stations 2 and 21. The City opened bids on December 2, 2014. Northeast Electric, LLC was the low bidder with a bid of $223,548.00. The Engineer's Estimate is $231,476.35. Staff has determined that Northeast Electric's submittal is consistent with the requirements of the contract provisions.

Attachments: Resolution 2428, Bid Tabulation, Map, Contract

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: Water SCADA Telemetry Upgrade, 401.018.034.594.34.65.01: $131,376.00  
Sewer SCADA Telemetry Upgrade, 402.018.035.594.00.65.01: $125,745.00  
Construction Contract: $223,584.00 + 10% Contingency: $22,358.00 + 5% Project Management: $11,179  
Revenue Source: Water SDC, Sewer SDC

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee  
Date: December 9, 2014  
Approvers:  
Chair/Councilmember: Dan Swatman  
Councilmember: Donn Lewis  
Councilmember: Katrina Minton-Davis  
Consent Agenda: Yes No

Forward to:  
Commission/Board Review:  
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):  
Meeting Date(s): December 9, 2014  
Public Hearing Date(s):  
Tabled to Date:
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<th>APPROVALS</th>
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<tr>
<td><strong>Director:</strong></td>
</tr>
<tr>
<td><em>Dan Grigsby</em></td>
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</table>
RESOLUTION NO. 2428

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDING THE PHASE 1 – SCADA SYSTEM UPGRADES CONTRACT TO NORTHEAST ELECTRIC, LLC.

WHEREAS, the City Council approved Resolution 2255 on November 27, 2012 with RH-2 to complete a system upgrade analysis of the City’s SCADA system for the Sewer and Water System; and

WHEREAS, the Public Works Department reviewed the final analysis of the SCADA system presented by RH-2, identified the upgrades, and divided the upgrades to the system into three phases with the upgrades of the communication to the Ponderosa site, the Master Control Panel, Lift Station #2, and Lift Station #21 as part of Phase 1; and

WHEREAS, the City opened bids on December 2, 2014 for Phase 1 and the low bidder was determined to be Northeast Electric, LLC for the amount of $223,584.00 which includes tax;

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

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Northeast Electric, LLC.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency ($22,358.00) amount based on the contract bid amount as well as a 5% Project Management ($11,179.00) amount based on the contract bid for a total amount of $257,121.00.

ISSUED by the City Council this 9th day of December, 2014.

______________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

______________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

______________________________
Kathleen Haggard, City Attorney
CITY OF BONNEY LAKE CONTRACT

THIS CONTRACT, is made and entered into this ____ day of December, 2014 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "Owner" and Northeast Electric, LLC, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

WHEREAS the Owner has heretofore caused to be prepared certain plans and specifications described as the _Phase 1 – SCADA System Upgrades__ and the Contractor did on the _2nd_ day of __December__, 2014, file with the Owner a proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the proposal; and

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

IT IS THEREFORE AGREED, first, the Contractor shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in the plans and specifications described as _Phase 1 – SCADA System Upgrades_. It is agreed that a copy of said General Conditions and other Contract Documents filed with the Owner, as aforesaid, do, in all particulars, become a part of this Agreement by and between the parties hereto in all matters and things therein set forth and described;

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

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

CITY OF BONNEY LAKE

______________________________
Neil Johnson, Jr., Mayor

Date: _________________________

CONTRACTOR: Northeast Electric LLC

By ______________________________
Title: ___________________________

Date: 12/3/14
| No. | Units | Description                                                                 | Qty | Unit Price | Total Unit Price | Description                                                                 | Qty | Unit Price | Total Unit Price | Description                                                                 | Qty | Unit Price | Total Unit Price | Description                                                                 | Qty | Unit Price | Total Unit Price | Description                                                                 | Qty | Unit Price | Total Unit Price | Description                                                                 | Qty | Unit Price | Total Unit Price |
|-----|-------|------------------------------------------------------------------------------|-----|------------|------------------|------------------------------------------------------------------------------|-----|------------|------------------|------------------------------------------------------------------------------|-----|------------|------------------|------------------------------------------------------------------------------|-----|------------|------------------|------------------------------------------------------------------------------|-----|------------|------------------|------------------------------------------------------------------------------|-----|------------|------------------|------------------------------------------------------------------------------|
| 1   | LS    | Mobilization, Demob, Site Prep, and Clean-up                                 | 1   | $19,341.00 | $19,341.00       | Electrical Installation at Ponderosa Reservoir                               | 1   | $53,823.00 | $53,823.00       | Telemetry Panel, Radio Control Panel, and Instrumentation Equip. - Ponderosa Res. | 1   | $49,216.00 | $49,216.00       | Radio Control Panel Equipment at City's PWB                                 | 1   | $10,500.00 | $10,500.00       | Electrical Installation at Lift Station No. 2                                | 1   | $12,265.00 | $12,265.00       | Telemetry Panel Equipment at Lift Station No. 2                               | 1   | $20,000.00 | $20,000.00       | Electrical Installation at Lift Station No. 21                                | 1   | $22,609.00 | $22,609.00       | Telemetry Panel Equipment at Lift Station No. 21                              | 1   | $25,000.00 | $25,000.00       | |
| 2   | LS    | $17,000.00                                                                  | 20,000.00 | $35,000.00       | $32,000.00                                                                 | 17,000.00 | $32,000.00       | $32,000.00                                                                 | 17,000.00 | $32,000.00       | $32,000.00                                                                 | 17,000.00 | $32,000.00       | $32,000.00                                                                 | 17,000.00 | $32,000.00       | $32,000.00                                                                 | 17,000.00 | $32,000.00       | $32,000.00                                                                 | 17,000.00 | $32,000.00       | $32,000.00                                                                 |
| 3   | LS    | $10,000.00                                                                  | 7,000.00 | $7,000.00       | $7,000.00                                                                  | 10,000.00 | $10,000.00       | $10,000.00                                                                  | 12,000.00 | $12,000.00       | $12,000.00                                                                  | 12,000.00 | $12,000.00       | $12,000.00                                                                  | 12,000.00 | $12,000.00       | $12,000.00                                                                  | 12,000.00 | $12,000.00       | $12,000.00                                                                  |
| 4   | LS    | $40,500.00                                                                  | 15,500.00 | $15,500.00       | $15,500.00                                                                  | 12,000.00 | $12,000.00       | $12,000.00                                                                  | 20,000.00 | $20,000.00       | $20,000.00                                                                  | 20,000.00 | $20,000.00       | $20,000.00                                                                  | 20,000.00 | $20,000.00       | $20,000.00                                                                  | 20,000.00 | $20,000.00       | $20,000.00                                                                  |
| 5   | LS    | $20,000.00                                                                  | 46,000.00 | $46,000.00       | $46,000.00                                                                  | 17,000.00 | $17,000.00       | $17,000.00                                                                  | 20,000.00 | $20,000.00       | $20,000.00                                                                  | 20,000.00 | $20,000.00       | $20,000.00                                                                  | 20,000.00 | $20,000.00       | $20,000.00                                                                  | 20,000.00 | $20,000.00       | $20,000.00                                                                  |
| 6   | LS    | $22,609.00                                                                  | $22,609.00 | $22,609.00       | $22,609.00                                                                  | $22,609.00 | $22,609.00       | $22,609.00                                                                  | $22,609.00 | $22,609.00       | $22,609.00                                                                  | $22,609.00 | $22,609.00       | $22,609.00                                                                  | $22,609.00 | $22,609.00       | $22,609.00                                                                  | $22,609.00 | $22,609.00       | $22,609.00                                                                  |
| 7   | LS    | $18,722.35                                                                  | $18,722.35 | $18,722.35       | $18,722.35                                                                  | $18,084.00 | $18,084.00       | $18,084.00                                                                  | $20,064.00 | $20,064.00       | $20,064.00                                                                  | $20,064.00 | $20,064.00       | $20,064.00                                                                  | $20,064.00 | $20,064.00       | $20,064.00                                                                  | $20,064.00 | $20,064.00       | $20,064.00                                                                  |
| 8   | LS    | $231,476.35                                                                 |
| 9   |       | $231,476.35                                                                 |

Total Items (Items 1-28): $212,754.00

WSST @ 8.8%: $231,476.35

Total Quote: $231,476.35
City of Bonney Lake
Phase 1 - SCADA System Upgrades
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Community Development/
Jason Sullivan – Senior Planner

Meeting/Workshop Date: December 9, 2014

Agenda Bill Number: AB14-134

Agenda Item Type: Discussion

Ordinance/Resolution Number: D14-134

Councilmember Sponsor: Donn Lewis

Agenda Subject: 2014 Bonney Lake Comprehensive Plan Update

Full Title/Motion: An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, amending the Future Land Use Map and Section 18.12.010 of the Bonney Lake Municipal Code and Ordinance No. 1459 relating to land use designation and zoning classification of certain properties within Bonney Lake.

Administrative Recommendation:

Background Summary: In July of 2014, the City recorded a boundary line adjustment (BLA), which removed the portions of parcel 0520338001 within the buffers of Fennel Creek and the associated wetlands and combined the area with parcel 0520338010. After the recording of the BLA, the parcel numbers were changed from 0520338010 to 0520338014 and from 0520338001 to 0520338013.

As a result of the BLA parcel 0520338014 is now split designated on the Future Land Use Map (FLUM) and split zoned on the Zoning Map with the area within the original parcel designated Fennel Creek Corridor and zoned Residential/Conservancy District (RC-5) and the area added by the BLA designated as Public Facility and zone Residential High Density (R-3).

Additionally, parcel 0520338013 is designated Public Facility on the FLUM but zoned R-3 on the Zoning Map. The City Council has also passed Resolution 2302 declaring parcel 0520338001, now 0520338013, as surplus to the City's needs for public facilities.

The proposal will change the Land Use Designation on a portion of parcel 0520338014 from Public Facility to Fennel Creek Corridor and change parcel 0520338013 from Public Facility to Commercial. The zoning on a portion of parcel 0520338014 will be changed from High Density Residential (R-3) to Residential/Conservation District (RC-5) and the zoning on parcel 0520338013 will be changed from High Density Residential (R-3) to Commercial District (C-2). The proposed amendments will bring the City’s FLUM in to compliance with the Growth Management Act by reconciling an inconsistency between the FLUM and the adopted zoning map. The changes will further the objectives of the Midtown Subarea Plan by providing additional flexibility for development of property within Midtown while still protecting environmentally critical areas.


BUDGET INFORMATION

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| Commission/Board Review:            |
| Planning Commission                 |

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<td>Date Reviewed by City Attorney:</td>
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ORDINANCE NO. D14-134

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING
THE FUTURE LAND USE MAP AND SECTION 18.12.010 OF THE
BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NO. 1459
RELATING TO LAND USE DESIGNATION AND ZONING
CLASSIFICATION OF CERTAIN PROPERTIES WITHIN
BONNEY LAKE.

WHEREAS, the City recorded a boundary line adjustment (BLA) under Pierce County Recording Number 2014070850006, which removed the portions of parcel 0520338001 within the buffers of Fennel Creek and the associated wetlands and combined the area with parcel 0520338010; and

WHEREAS, as a result of the BLA the properties’ parcel number were changed from 0520338010 to 0520338014 and from 0520338001 to 0520338013; and

WHEREAS, parcel 0520338014 is now split designated on the Future Land Use Map (FLUM) with the area within the original parcel designated Fennel Creek Corridor and the area added by the BLA designated as Public Facility; and

WHEREAS, 0520338014 now is split zoned with the area within the original parcel zoned Residential/Conservancy District (RC-5) and the area added by the BLA zone Residential High Density (R-3); and

WHEREAS, 0520338013 is designated Public Facility on the FLUM; and

WHEREAS, the City Council passed Resolution 2302 declaring parcel 0520338001, now 0520338013, as surplus to the City's needs; and

WHEREAS, the zoning classification on 0520338013 is R-3 which is inconsistent with the adopted land use designation; and

WHEREAS, both properties are located in the Midtown Subarea; and

WHEREAS, the City Council desires to further the objective of the Midtown Subarea Plan by providing additional flexibility for development of property within Midtown while protecting environmentally critical areas; and

WHEREAS, the City issued a Determination of Non-Significance on October 9, 2014 pursuant to WAC 197-11-340 in order to comply with the requirements of Chapter 43.21C RCW; and
WHEREAS, a copy of the this Ordinance was provided to the Washington State Department of Commerce as required by RCW 36.70.A.106;

WHEREAS, notice of the public hearing was given to the public in accordance with law and a public hearing was held by the Planning Commission on November 5, 2014,

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

Section 1. Findings of Fact.

The findings of fact and conclusions set forth in Attachment A, attached hereto and incorporated by this reference, are adopted in full by the City Council in support of its decision to change the land use designation and zoning classification for the area described in Section 2 of this Ordinance.

Section 2. Area of Comprehensive Plan Land Use Designation and Zoning Reclassification Amendments.

1. The land use designation and zoning classification of Parcel Number 0520338013 legally described as Parcel 1 of Boundary Line Adjustment recorded under Pierce County Recording Number 201407085006 is changed from Public Facility and R-3 to Commercial and C-2 respectively.

2. The land use designation and zoning classification of that portion of Parcel Number 0520338014 legally described as Parcel 2 of Boundary Line Adjustment recorded under Pierce County Recording Number 201407085006 that is currently designated and zoned Public Facility and R-3 is changed to Fennel Creek Corridor and RC-5 respectively.

Section 3. Future Land Use Map.

The map filed in the city clerk’s office and marked Attachment B to Ordinance No. D14-134 and adopted December 9, 2014, constitutes the official Future Land Use Map for the city. The map referenced herein supersedes all previously adopted maps.

Section 4. BLMC Section 18.12.010 and Ordinance No. 1459 § 1 are hereby amended to read as follows:

18.12.010 Designated.

The map filed in the city clerk’s office and marked Attachment A C to Ordinance No. 1456 D14-134 and adopted April 9, 2013 December 9, 2014, constitutes the
official zoning map for the city. The map referenced herein supersedes all
previously adopted maps. If the zoning classifications of the map are found to be
in conflict with other zoning classifications or land use designations, the map is
deemed to control. Zoning reclassifications or other special zoning designations
shall be clearly outlined on the map along with the associated ordinance number.

Section 5. This Ordinance shall take effect and be in force five (5) days from
and after its passage, approval and publication, as required by law.

PASSED by the City Council and approved by the Mayor this ___ day of ______, 20___.

AUTHENTICATED:

___________________________
Neil Johnson, Mayor

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_______________________________
Kathleen Haggard, City Attorney
ORDINANCE D14-134
ATTACHMENT A

1. Site-specific zoning reclassifications processed concurrently with amendments to the comprehensive plan are not considered quasi-judicial permits and are exempt from the requirements of Chapters 14.30 BLMC through BLMC 14.80 pursuant to BLMC 14.20.020.F.

2. Site-specific zoning reclassifications processed concurrently with amendments to the comprehensive plan are considered legislative actions processed in accordance with Chapter 14.40 BLMC.

3. The amendments to the comprehensive plan contained in this Ordinance comply with the criteria established in BLMC 14.140.090.A as provided by below:

3.1. The land use designation and zoning classification amendments contained in this Ordinance changes the designation of property within the buffer of Fennel Creek from Public Facility and High-Density Residential District (R-3) to Fennel Creek Corridor and Residential/Conservation District (RC-5) and the developable property outside of the buffer of Fennel Creek from Public Facility and High-Density Residential District (R-3) to Commercial and Commercial District (C-2) is consistent the Bonney Lake Comprehensive Plan, including but not limited to the following policies:

3.1.1. **Community Character Element – Policy 1-3b:** Develop the Midtown as a mixed use district with the highest possible level of architectural interest, pedestrian orientation, and human-scale design consistent with the fact that 1) much of it is already built and 2) pedestrian traffic alongside and across the highway will suffer due to high vehicular traffic. Wherever possible, developments should reach deeply into the adjoining commercial land, provide local access streets as dictated by the Transportation Element, and place their building facades at the edge of the sidewalk adjoining said local access streets.

3.1.2. **Community Character Element – Policy 1-3g:** Encourage future business complexes to incorporate residences (mixed use development) in order to enliven retail areas and lessen the dichotomy between commercial and residential areas.

3.1.3. **Natural Environment Element – Policy 2-1a:** Protect significant natural features, including the Fennel Creek corridor, fish and wildlife habitat areas, lakes, and wetlands.

3.1.4. **Natural Environment Element – Policy 2-3d:** Encourage vegetative buffers along streams and drainage ways to enhance water quality, protect habitat, and prevent erosion.
3.1.5. **Land Use Element – Policy 3-9a:** Encourage human-scale, pedestrian-oriented mixed used developments along SR 410, especially Downtown. (“Human-scale architecture” means urban settings whose individual buildings and features are small enough, varied enough, interesting enough, and close enough together to appeal to the pedestrian.) See the Community Character Element for the Downtown Plan.

3.1.6. **Land Use Element – Policy 3-9b:** Ensure mixed use development is designed to complement natural features of the site, such as views and vegetation, and to preserve and protect sensitive areas.

3.1.7. **Land Use Element – Policy 3-11b:** Allow in this designation land uses capable of protecting the natural resource and withstanding the land’s environmental limitation, if any. Such capability may be achieved by limiting land use intensity.

3.1.8. **Land Use Element – Policy 3-11c:** Encourage preservation of unique, undisturbed natural features that have significant ecological, scenic, or historic value.

3.1.9. **Land Use Element – Policy 3-16a:** Provide zoning for employment-generating land uses such as industrial parks, offices, retail businesses, and entertainment centers.

3.2. The land use designation and zoning classification amendments contained in this Ordinance further the object of the Midtown Subarea Plan by creating development flexibility as the C-2 zoning classification allows residential uses and a wide range of supportive commercial uses. Creating development flexibility was established as one of the objectives of the Midtown Subarea Plan.

3.3. The land use designation and zoning classification amendments contained in this Ordinance are consistent with the Countywide Planning Policies; to include but not limited to the following:

3.3.1. **CPP Env-13.4:** The County, and each municipality in the County, shall regulate open space through tools such as designation of open space corridors.

3.3.2. **CPP Env-16:** The County, and each municipality in the County, should protect and enhance the natural ecosystems through comprehensive plan policies and development regulations that reflect natural constraints and protect sensitive features.

3.3.3. **CPP Env-19:** The County, and each municipality in the County, shall work together to identify and protect natural habitat corridors that cross jurisdictional boundaries.
3.3.4. **CPP UGA-2.7:** Encourage efficient use of urban land by maximizing the development potential of existing urban lands, such as advancing development that achieves zoned density.

3.4. The land use designation and zoning classification amendment contained in this Ordinance are advance with the following goals of the Growth Management Act (GMA) established in RCW 36.70A.020 and as such is consistent with the GMA:

3.4.1. **Urban Growth:** Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

3.4.2. **Economic Development:** Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

3.4.3. **Open Space and Recreation:** Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

3.4.4. **Environment:** Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

3.5. The land use designation and zoning classification amendments serve the welfare of citizens is by protecting an identified important natural resource while preserving developable property that can be returned to the tax rolls for future development.

4. The Bonney Lake Planning Commission held a public November 19, 2014 and recommended that the City Council adopt the zoning reclassification for the subject properties.

5. The land use designations and zoning classification amendments contained in this Ordinance were reviewed under the State Environmental Policy Act (SEPA) as a non-project action pursuant to Chapter 43.21C RCW, Chapter 197-11 WAC, and Chapter 16.04 BLMC.


7. Notice of the public hearing was posted at all official posting locations and the official newspaper of the City as required by BLMC 14.140.040.

8. Pursuant to the Growth Management Act - Chapter 36.70A RCW Ordinance 14-134 was provided to the Department of Commerce for 60-day review and comment by the Department and other State agencies. Expedited review was requested and granted by Commerce and the review period concluded on October 20, 2014.
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Memo

Date : November 5, 2014
To : Mayor and City Council
From : Grant Sulham, Planning Commission Chair
Re : Ordinance D14-134 – 2014 Comprehensive Plan Amendment

Ordinance D14-134 was prepared at the request of City Administration to ensure consistency between the adopted Zoning Classification and Land Use Designation.

The proposal will change the Land Use Designation on a portion of parcel 0520338014 from Public Facility to Fennel Creek Corridor and change parcel 0520338013 (the old City Hall Site) from Public Facility to Commercial. The zoning on a portion of parcel 0520338014 will be changed from High Density Residential (R-3) to Residential/Conservation District (RC-5) and the zoning on parcel 0520338013 will be changed from High Density Residential (R-3) to Commercial District (C-2).

At the November 5, 2014 meeting, the Planning Commission held public hearing to consider the 2014 Comprehensive Plan amendment and voted 7-0-0 to recommend that the City Council adopt Ordinance D14-134.
RESOLUTION NO. 2302

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DECLARING PROPERTY TO BE SURPLUS, AND AUTHORIZING THE MAYOR TO DISPOSE OF IT IN ACCORDANCE WITH BLMC 2.70.100.

WHEREAS, the City is the owner of real property located at XXX 192 Ave E, located at the corner of 192nd Ave E And Sumner Buckley Hwy, particularly known as Pierce County tax parcel number 0520338001, consisting of 6.2 acres; and

WHEREAS, in accordance with RCW 39.33.020 the City Council held a public hearing May 14, 2013 to solicit input on the proposal to surplus said property; and

WHEREAS, the City Council finds that said property is surplus to the City’s needs, and that it is in the public interest to dispose of said property;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, THAT:

Section 1. The City Council of the City of Bonney Lake, Washington, does hereby declare that the property described above is surplus to the City’s current needs. The Mayor is authorized to dispose of the aforementioned surplus real property in accordance with the provisions of BLMC Chapter 2.70.100.

Section 2. The Mayor is directed to reserve a portion of the parcel for the Fennel Creek trail prior to disposal of the balance of the property.

Section 3. The Mayor is authorized to reserve a portion of the parcel for a sewer lift station prior to disposal of the balance of the property.

PASSED by the City Council this 28th day of May, 2013.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
# Final 2013 - 2014 Budget Amendment

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending The Biennial Budget For Calendar Years 2013 and 2014.

**Administrative Recommendation:** Approve

**Background Summary:** Revised Code of Washington (RCW) 35A.34 provides procedures for adopting, managing and amending a biennial budget. Pursuant to this guidance the City Council find it necessary to make certain revisions to the 2013 - 2014 biennial budget that was adopted via Ordinance #1447 and then amended via mid-biennial Ordinance #1472. Subsequent to the above referenced adoption and mid-biennial amendment; anticipated revenues and expenditures have changed and the City Council finds it necessary to amend the budget pursuant to "exhibit A & B," a copy of which are attached.

The only fund needing amending for the final budget is Fund 502 the Insurance Fund. Expenditures were underprojected by about $14,000. From Exhibit "A" you can see that the General Fund is very close to needing an amendment ($50,000). However, an amendment is not recommended at this time for the General Fund.

**Attachments:** Yes

### BUDGET INFORMATION

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**Budget Explanation:** See exhibit A & B

### COMMITTEE, BOARD & COMMISSION REVIEW

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Date: 25 November 2014

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Forward to: 12/09/2014 Council Mtg

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

**Workshop Date(s):** December 2, 2014
**Meeting Date(s):**

**Tabled to Date:**

### APPROVALS

**Director:** Cherie Gibson, CFO

**Mayor:**

**Date Reviewed by City Attorney:** standard
ORDINANCE NO. D14-140


WHEREAS, the City Council approved Ordinance No. 1447 which adopted a biennial budget for fiscal years 2013-2014; and

WHEREAS, the City Council approved Ordinance No. 1472 which adopted the Mid-Biennial Budget Amendment for fiscal years 2013-2014; and

WHEREAS, Ch. 35A.34 RCW provides procedures for adopting, managing, and amending a biennial budget.

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

Section 1. The biennial budget for the City of Bonney Lake for the period January 1, 2013 through December 31, 2014 as contained in the adopted 2013-2014 Biennial Budget for total revenues/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenues and Expenditures for each fund as shown on the attached Exhibit “B”.

Section 2. The changes to biennial expenditures as shown on the attached Exhibit “B” are hereby adopted.

Section 3. The City Clerk is directed to transmit a certified copy of the City of Bonney Lake adopted 2013-2014 Mid-Biennial Budget Amendment (Ordinance No. D14-140 and Exhibits “A”, and “B”) to the Office of the State Auditor and to the Association of Washington Cities.

Section 8. This ordinance concerning matters set out in RCW 35A.11.090, it is not subject to referendum, and shall take effect (5) days after its passage, approval and publication as required by law.

PASSED by the City Council of the City of Bonney Lake this ____ day of December, 2014.

______________________________
Neil Johnson, Jr. Mayor
AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_______________________________
Kathleen Haggard, City Attorney
## EXPENDITURES

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## 2013-2014 Budget Amendment

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<td>1,438,724</td>
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<td>$85,068,955</td>
<td>$93,952,523</td>
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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

<table>
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<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<tr>
<td>Finance / Cherie Gibson</td>
<td>9 December 2014</td>
<td>AB14-141</td>
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<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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<tr>
<td>Ordinance</td>
<td>D14-141</td>
<td>Swatman</td>
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**Agenda Subject:** Adopt the 2015 – 2016 Biennial Budget

**Full Title/Motion:** An Ordinance Of The City Council Of the City Of Bonney Lake, Pierce County Washington, Adopting The 2015 – 2016 Biennial Budget.

**Administrative Recommendation:**

**Background Summary:** Revised Code of Washington (RCW) 35A.34 provides procedures for adopting, managing and amending a biennial budget. Pursuant to this guidance and Bonney Lake Municipal Code 3.96, a proposed biennial budget for fiscal year 2015 and 2016 has been prepared, filed and public hearing conducted. This ordinance is intended to adopt the 2015 – 2016 biennial budget, which will be subject to a mid-biennium review during the fall of 2015.

**Attachments:** Yes

**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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</table>

**Budget Explanation:** The Biennial Budget, at the fund level, is detailed within attached Exhibit “A.”

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Finance Committee  
Date: November 25  
Chair/Councilmember: Deputy Mayor Swatman  
Councilmember: Donn Lewis  
Councilmember: Katrina Minton-Davis  

Forward to: 12/09/14 Council  
Consent Agenda: Yes No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s): 12/02/14  
Public Hearing Date(s): 12/09/14  
Meeting Date(s): 12/09/14  
Tabled to Date:

**APPROVALS**

Director: Cherie Gibson  
Mayor:

Date Reviewed by City Attorney: Standard
ORDINANCE NO. D14-141

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BONNEY LAKE, PIERCE COUNTY,
WASHINGTON, ADOPTING THE BIENNIAL
BUDGET FOR CALENDAR YEARS 2015 AND 2016.

WHEREAS, Ch. 35A.34 RCW provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, a preliminary biennial budget for fiscal years 2015 and 2016 has been prepared and filed as required by law; and

WHEREAS, on November 25, 2014 the City Council held public hearings upon notice as prescribed by law, and met for the purpose of fixing the final budget of the City for the 2015-2016 fiscal biennium; and

WHEREAS, the City Council has made adjustments and changes deemed necessary and proper and desires to adopt the 2015-2016 Budget, including the biennial Capital Improvement Program.

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

Section 1. The biennial budget for the City of Bonney Lake for the period January 1, 2015 through December 31, 2016 as contained in the 2015-2016 Biennial Preliminary Budget for total revenues/sources (including use of fund balances) and expenditures/uses and as revised by the City Council, is hereby adopted by Total Biennial Revenues and Total Biennial Expenditures for each fund as shown on the attached Exhibit “A & B” Proposed Budget Summary for 2015 & 2016.

Section 2. That the budget document attached hereto as Exhibit “C” is hereby adopted at fund levels as set forth, three copies of which shall be on file with the City Clerk.

Section 3. The City Clerk is directed to transmit a certified copy of the City of Bonney Lake adopted 2015-2016 Biennial Budget to the Office of the WA State Auditor and to the Association of Washington Cities.

Section 4. This Ordinance concerning matters set out in RCW 35A.11.090, it is not subject to referendum, and shall take effect January 1, 2015 after its passage, approval and publication as required by law.
PASSED by the City Council of the City of Bonney Lake this ____ day of December, 2014.

__________________________
Neil Johnson, Jr. Mayor

AUTHENTICATED:

_________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_________________________________
Kathleen Haggard, City Attorney
## 2015 PROPOSED BUDGET

### RESOURCES

<table>
<thead>
<tr>
<th></th>
<th>General Fund</th>
<th>Drug Investigation Fund</th>
<th>Contingency Fund</th>
<th>Street CIP Fund</th>
<th>Park CIP Fund</th>
<th>General Govt CIP Fund</th>
<th>Water Funds</th>
<th>Sewer Funds</th>
<th>Stormwater Funds</th>
<th>Equip Replacement Funds</th>
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<td>$2,962,063</td>
<td>$46,984</td>
<td>$1,145,506</td>
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<td>$2,352,847</td>
<td>$4,509,266</td>
<td>$48,519,812</td>
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<td>$3,091,330</td>
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<td>$39,741,374</td>
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### USES

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<th>Legislative</th>
<th>Municipal Court &amp; Probation</th>
<th>Executive</th>
<th>Finance</th>
<th>Legal</th>
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<th>Beautification</th>
<th>Community Forest</th>
<th>Community Events</th>
<th>Community Development</th>
<th>Facilities</th>
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<th>Non Departmental</th>
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<td><strong>Parks CIP Fund</strong></td>
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<td><strong>Water Fund</strong></td>
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<td><strong>Sewer Fund</strong></td>
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</table>

### Transfers

| Fund Transfer Out             | 460,000      |                             |            |         |       |                      |                        |                 |        |                                        |               |                   |                |                 |               |                     |            |                  |                 |
| **Assigned Fund Balance**     | 2,962,063    | 46,984                      | 1,145,506  | 3,208,894 | 2,352,847 | 4,509,266             | 48,519,812            | 31,408,218    | 8,889,870 | 5,659,042                              |               |                   |                |                 |               |                     |            |                  |                 |
| **Adjusted Ending Fund Balance** | (401,528)  | 22,165                      | 1,182      | (1,869,022) | (173,953) | 121,131              | (4,460,463)            | (8,337,266)   | (886,965) | (306,801)                             |               |                   |                |                 |               |                     |            |                  |                 |
| **Total Ending Fund Balance** | 2,560,534    | 69,148                      | 1,146,688  | 1,339,872  | 2,179,184  | 4,630,397             | 44,059,369            | 25,070,952   | 8,002,005 | 5,352,442                              |               |                   |                |                 |               |                     |            |                  |                 |

**TOTAL USES**  $18,976,917 $69,148 $1,146,688 $9,604,872 $3,091,330 $5,133,997 $57,371,892 $39,741,374 $10,753,073 $6,582,151
### 2016 PROPOSED BUDGET

#### RESOURCES

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<thead>
<tr>
<th>Fund</th>
<th>General Fund</th>
<th>Drug Investigation Fund</th>
<th>Contingency Fund</th>
<th>Street CIP Fund</th>
<th>Park CIP Fund</th>
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<th>Water Funds</th>
<th>Sewer Funds</th>
<th>Stormwater Funds</th>
<th>Equie Replacement Funds</th>
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<td>69,148</td>
<td>1,146,688</td>
<td>1,339,872</td>
<td>2,179,184</td>
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<tr>
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<td>901,301</td>
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<td>33,868,539</td>
<td>11,097,348</td>
<td>6,273,007</td>
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#### USES

**General Fund**
- Legislative: 118,734
- Municipal Court & Probation: 782,468
- Executive: 766,422
- Finance: 1,378,333
- Legal: 408,392
- Information Services: 519,343
- Administrative Services: 431,498
- Human Resources: 160,844
- Police: 6,104,801
- Public Works/Engineering Administration: 1,234,046
- Senior Center: 356,643
- Community Services: 42,646
- Beautification: 11,000
- Community Forest: 38,935
- Community Events: 70,500
- Community Development: 1,497,517
- Facilities: 529,139
- Park Facilities: 416,273
- Non Departmental: 1,480,150

**Drug Investigation Fund**
- General Government CIP Fund: 6,273,007
- Water Fund: 4,000,000
- Sewer Fund: 2,800,672
- Storm Water Fund: 11,097,348
- Equipment Replacement Fund: 1,243,300

**Total Operating Expenses**
- 16,347,684
- 1,670,000
- 310,146
- 58,600
- 14,037,040
- 9,922,823
- 2,851,148
- 1,243,300

**Assigned Fund Balance (Biennium Start)**
- 2,962,063
- 46,984
- 1,145,506
- 3,208,894
- 2,352,847
- 4,509,266
- 49,519,812
- 31,408,218
- 8,889,870
- 5,659,042

**Adjusted Ending Fund Balance**
- (458,402)
- 41,824
- 2,676
- (2,424,636)
- 856,262
- 279,957
- (6,140,268)
- (7,462,502)
- (643,670)
- (625,335)

**Total Ending Fund Balance**
- 2,503,661
- 88,808
- 1,148,182
- 784,258
- 3,209,109
- 4,789,223
- 43,379,544
- 23,945,716
- 8,246,200
- 5,029,707

**TOTAL USES**
- 18,851,345
- 88,808
- 1,148,182
- 2,454,258
- 3,519,255
- 4,847,823
- 57,416,584
- 33,868,539
- 11,097,348
- 6,273,007
## 2015-2016 BIENNIAL BUDGET

Total including Fund Balance

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<th>EXPENDITURES</th>
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## 2015 ESTIMATED APPROPRIATION

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## 2016 ESTIMATED APPROPRIATION

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## ESTIMATED 2015 BEG FUND BALANCE

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