I. CALL TO ORDER – Mayor Neil Johnson, Jr.

A. Flag Salute

B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Randy McKibbin, Councilmember Terry Carter, Councilmember Justin Evans, Councilmember James Rackley, Councilmember Michelle Surdez, Councilmember Dan Swatman, and Councilmember Tom Watson.

C. Agenda Modifications

D. Announcements, Appointments and Presentations:
   1. Proclamation: Drinking Water Week
   2. Proclamation: Building Safety Month

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearing: 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. Public Safety Committee
D. **Other Reports**

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

p. 5  **A. Approval of Corrected Minutes:** April 3, 2018 Workshop Minutes and April 10, 2018 Meeting Minutes.

**B. Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable check/vouchers #78860-#78973 and wire transfer #1919131 in the amount of $153,585.25. Accounts Payable check/vouchers #78974-#79024 and wire transfers #20180401, #2018040301, #2018040302 and #2018040303 in the amount of $211,429.01. VOIDS: Check # 76486 reissued with Check # 78985 Check # 78653 reissued with Check # 79017.

p. 13  **C. Approval of Payroll:** April 1st-15th 2018 for checks #33856-33866 including Direct Deposits and Electronic Transfers is $588,485.24.


**F. AB18-41 – Resolution 2650** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of A Contract With Rognlin’s, Inc. For The Lake Tapps Trestle Repair.

**G. AB18-42 – Resolution 2651 -** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of A Professional Services Agreement For The Project Management Services For The Lake Tapps Trestle Repair Project.

**H. AB18-43 – Resolution 2652 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of A Contract With Scarsella Bros., Inc. For The Public Work Center Mass Grading And Stormwater Project.

**I. AB18-45 – Motion** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Sewer Manhole Rehabilitation 2017 Project With NWCW, LLC.

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

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

   p. 91 A. **AB18-40 – Motion** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Waiving The Open Recruitment Provisions Of Resolution No. 2296 To Facilitate The Internal Promotion And Rehiring Of Two Appointed Officers Of The City.

IX. EXECUTIVE/CLOSED SESSION:

   Pursuant to RCW 42.30, the City Council may hold an executive or closed session. The topic(s) and duration will be announced prior to the session.

X. ADJOURNMENT

   For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as early as possible prior to the meeting regarding the type of service or equipment needed.

   THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA
Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the workshop to order at 6:00 p.m.

II. ROLL CALL: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Randy McKibbin, Councilmember Terry Carter, Councilmember Justin Evans, Councilmember James Rackley, Councilmember Michelle Surdez, Councilmember Dan Swatman, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Administrative Services Director/City Clerk Harwood Edvalson, Chief Financial Officer Cherie Gibson, Police Chief Dana Powers, Public Services Director John Vodopich, City Attorney Kathleen Haggard, Court Administrator Kathy Seymour, Information Services Manager Chuck McEwen, Executive Assistant/Management Analyst Leslie Harris, Deputy City Clerk Susan Haigh, and Administrative Specialist II Heather Czaplinski.

III. AGENDA ITEMS:


Administrative Specialist Heather Czaplinski provided an overview of the City’s Adopt-A-Street program for 2017 and described current program goals. Mayor Johnson said Bonney Lake’s program is very successful and has many dedicated volunteers. Councilmember Watson thanked Ms. Czaplinski for her work to improve the program and keep volunteers, like himself, informed. Deputy Mayor McKibbin said the program is so successful he believes there is an opportunity to set up an ‘adopt-a-park’ program in the future.

B. Discussion: AB18-20 – Resolution 2639 – Contract with ARC Architects for Design and Development of the Public Works Center.

City Administrator Morrison provided Councilmembers with a revised cost sheet which removes potential costs for 96th Street from Pierce County. He invited Rex Bond from ARC Architects to speak to the Council. Mr. Bond provided an overview of past work on the project and the proposed agreement for design. In response to Council questions Mr. Bond explained the relative size of the storm pond, the timeframe, and the estimated costs. Public Services Director Vodopich outlined next steps including design, right of way (ROW) acquisition, traffic signals, and potential mitigation. He said street improvements and frontage
improvements would be made on 214th Avenue, including a sidewalk and street widening. Mr. Bond said the project could be complete by 2020 if things go smoothly.


City Administrator Morrison explained the proposed key card configuration throughout the Justice & Municipal Center building. He reviewed the placement of key card sensors, changes to staff and public entrances and exits, and which doors were not included in the bid. In response to Council questions, Information Services Manager Chuck McEwen explained that staff explored wireless options, but these were more costly and required more maintenance over time.

Councilmembers discussed security and access control issues with the existing key system. Councilmembers Watson and Rackley questioned the expense of converting from regular keys to an electronic key card system. Councilmember Carter said an alarm system would be a cheaper way to secure the building. Councilmember Surdez spoke in support of the key card system and noted this type of system is standard in modern buildings. Deputy Mayor McKibbin said the project was approved in the budget and he is ready to move forward.

Mayor Johnson said the key card system will be more efficient, provide better security and tracking who accesses the building, and make it easier to provide access to community groups to use the building outside office hours. City Administrator Morrison said the system could integrate with alarm systems in the future. Council consensus was to forward the proposed resolution to the April 10, 2018 Meeting for action.


The draft minutes were forwarded to the April 9, 2018 Meeting for approval with minor corrections.

E. **Council Open Discussion:**

**Community Events:** Councilmember Watson said the Easter Egg Hunt on March 31, 2018 was a success. He said he is participating in the Police Department’s Citizens Academy and said it is very enjoyable with great staff involvement.

**Sewer Emergency:** Councilmember Watson asked for background on the Lift Station 17 pump failure last week. Public Services Director Vodopich explained what occurred and how staff repaired the issue and are investigating what happened. They found a check valve had failed when bolts sheared off; staff are working with the manufacturer to determine what might have led to the failure. Public Works Superintendent Ryan Johnstone said the station was built in the
1980s and the city’s level of use is much higher today. He said staff, in particular City Electrician Bill Strand, did a fantastic job getting the station back online after the electrical panel was damaged. He explained how the system works and said his staff are reviewing alternative ‘soft start’ and variable frequency (VFD) options. He said staff will check the system carefully and consider any recommended changes and possible future budget requests.

Memorial: Councilmember Carter suggested the City name the stage at Allan Yorke Park in memory of Officer James Larsen. Mayor Johnson said the City has a procedure for naming public facilities and staff would look into the idea.

IV. EXECUTIVE/CLOSED SESSION: None.

V. ADJOURNMENT:

At 6:57 p.m., the Meeting was adjourned by common consent of the Council.

Harwood Edvalson, City Clerk

Neil Johnson, Jr., Mayor

Items presented to Council at the Workshop:

• Bonney Lake Public Works Center Fee Proposal – Full architectural services – minimal off-site – Don Morrison, City of 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.
Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the Meeting to order at 6:00 p.m.

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

   B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Randy McKibbin, Councilmember Justin Evans, Councilmember Michelle Surdez, Councilmember Dan Swatman and Councilmember Tom Watson. Councilmember Terry Carter and Councilmember James Rackley were not in attendance.

   Councilmember Watson moved to excuse the absence of Councilmember Terry Carter and Councilmember James Rackley. Councilmember Evans seconded the motion.

       Motion approved 5 – 0.

   Staff members in attendance were City Administrator Don Morrison, Public Services Director John Vodopich, Administrative Services Director/City Clerk Harwood Edvalson, Chief Financial Officer Cherie Gibson, Police Chief Dana Powers, Executive Assistant/Management Analyst Leslie Harris, and Planning and Building Supervisor Jason Sullivan.

   C. Agenda Modifications: None.

   D. Announcements, Appointments and Presentations:


           Mayor Johnson proclaimed April 21, 2018 as Parks Appreciation Day.


           Mayor Johnson proclaimed April 21, 2018 as Arbor Day.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

   A. Public Hearings: None.

   B. Citizen Comments: None.
C. **Correspondence:** None.

### III. COUNCIL COMMITTEE REPORTS:

A. **Finance Committee:** Committee Chair Deputy Mayor McKibbin reported the Committee met at 5:00 p.m. earlier in the evening. He said the Committee received a personnel update from HR Manager Jenna Richardson and discussed the proposed demolition of the Tidball properties (18416 90th St E and 18420 90th St E) and the Cimmer property (9217 Angeline Rd E) now owned by the City. He said the Committee also discussed a possible budget retreat.

B. **Community Development Committee:** Committee Chair Councilmember Swatman said the Committee met and discussed items forwarded to this evening’s agenda.

C. **Public Safety Committee:** Committee Chair Councilmember Evans said the Committee met at 3:30 p.m. this afternoon. He said City Prosecutor Maili Barber spoke about a proposed update to the Municipal Code related to animals. He said East Pierce Fire & Rescue presented their monthly report, and Chief Powers deferred her update of a proposed ordinance to a future Committee meeting. Councilmember Evans said their committee will meet again on May 8th.

D. **Other Reports:** None.

### IV. CONSENT AGENDA:

A. **Approval of Minutes:** February 13, 2018 Meeting Minutes, February 20, 2018 Workshop Minutes, February 27, 2018 Meeting Minutes, March 13, 2018 Meeting Minutes, and March 27, 2018 Meeting Minutes.

B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable check/vouchers #78812–#78859 in the amount of $218,312.18. Accounts Payable wire transfer #2018031701 in the amount of $30,601.44 for P-Card Purchases.

C. **Approval of Payroll:** March 16th -31st 2018 for checks #33834-33855 including Direct Deposits and Electronic Transfers is $781,662.73.


E. **AB18-20 – Resolution 2639** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County Washington, Authorizing The Mayor To Sign A Contract With ARC Architects For The Public Works Center.


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

Motion approved 5 – 0.

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

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

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

VIII. **FULL COUNCIL ISSUES**:

A. **AB18-02 – Ordinance 1595 [D18-02]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Annexing Certain Real Property Owned By The Sumner School District Identified As The Victor Falls Elementary School and Lakeridge Middle School Into The City Of Bonney Lake.

Councilmember Watson moved to approve Ordinance 1595. Councilmember Swatman seconded the motion.

Motion approved 5 – 0.


Councilmember Watson moved approval of Resolution 2636. Councilmember Swatman seconded the motion.

Councilmember Watson said he had some reservations about the timing of this issue, but he believes he understands both the pros and the cons and feels the item should go forward. Councilmember Swatman said he believes the system will fill some of the security gaps in the Justice and Municipal Center. He noted that a lot of research went into the staff recommendation, and believes the best functioning
system for staff and citizens was ultimately recommended. He said the contract should be approved.

Motion approved 4 – 1.
Councilmember Evans voted no.

IX. EXECUTIVE SESSION: None.

X. ADJOURNMENT:

With the common consent of the City Council, Mayor Johnson adjourned the meeting at 6:11 p.m.

Harwood Edvalson, City Clerk

Neil Johnson, Jr., Mayor

Items submitted at the April 10, 2018 Council Meeting: None.

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

City Council Agenda Bill (AB)

Department/Staff Contact: Public Services Department
Jason Sullivan – Planning & Building Supervisor

Meeting/Workshop Date: April 24, 2018
Agenda Bill Number: AB18-25

Agenda Subject: Bonney Lake Watershed Protection Plan

Full Title/Motion: An Ordinance of the City of Bonney Lake, Washington, adopting the Bonney Lake Watershed Protection Plan.

Administrative Recommendation: Approve

Background Summary: Draft Ordinance D18-25 will adopt the Bonney Lake Watershed Protection Plan addressing stormwater impacts associated with future development within the City. The plan was developed to protect and improve the Fennel Creek Basin’s valuable assets and natural resources while managing growth and potential impacts on surface water resources.

Attachments: Ordinance D18-25, Planning Commission Recommendation, Briefing Memo, and SEPA DNS

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: Yes No
Commission/Board Review: Planning Commission – March 7, 2018

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): February 6, 2018 & April 17, 2018
Public Hearing Date(s):

Meeting Date(s): Tabled to Date:

APPROVALS

Director: Mayor: Date Reviewed by City Attorney:
John P. Vodopich, AICP (if applicable):
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ORDINANCE NO. D18-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON ADOPTING THE BONNEY LAKE WATERSHED PROTECTION PLAN.

WHEREAS, much of the City lies in the Fennel Creek basin, a tributary to the Puyallup River, to which most of the City’s urban stormwater runoff drains; and

WHEREAS, the City recognized that the City had a unique obligation to protect and improve the Fennel Creek Basin’s valuable assets and natural resources while managing growth and potential impacts on surface water resources; and

WHEREAS, the City proposed to a strategy that call for an integrated approach to preserving, protecting, and mitigating impacts to water resources in the City.

WHEREAS, this integrated approach consider watershed protection and land use planning at the same time, which differs from the traditional stormwater comprehensive planning that often looks at existing and proposed development as “given impacts” that are unchangeable and these impacts can only be regionally reduced or mitigated during new development or redevelopment; and

WHEREAS, the City received grant in 2014 from the Department of Ecology under the National Estuary Program as part of the Bonney Lake Watershed Protection and Land Use Plan (WPLUP) to prepare the Bonney Lake Watershed Protection Plan; and

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 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 adopt the Bonney Lake Watershed Protection Plan.


Section 6. Effective Date. 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 ______, 2018.

___________________________
Neil Johnson, Mayor

AUTHENTICATED:

___________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

___________________________
Kathleen Haggard, City Attorney
ATTACHMENT A
FINDINGS OF FACT

Having considered in detail both the oral and documentary evidence received concerning adoption of the *Bonney Lake Watershed Protection Plan*, the Bonney Lake City Council now makes and adopts the following Findings of Fact:

**Public Participation**

1) The City of Bonney Lake has followed the City’s public participation program adopted in Section 3 of the Implementation Element of *Bonney Lake 2035*.

2) The City held two open houses to educate interested parties and gather input from the residents regarding the *Bonney Lake Watershed Protection Plan*. The first open house was held on March 31, 2016 and the second was held on November 1, 2017.

3) The City formed a peer review group to review the draft Watershed Protection Plan and facilitate a meeting for the peer review group on November 30, 2017.

4) The Bonney Lake City Council and the Planning Commission held joint public meetings to discuss the *Bonney Lake Watershed Protection Plan* on February 6, 2018.

5) The Bonney Lake Planning Commission held the final public hearing on March 7, 2018 and recommended that the City Council adopt the *Bonney Lake Watershed Protection Plan*.

6) Notice of public hearings were given in accordance with the law and held by the Planning Commission and all persons wishing to be heard were heard.

**Comprehensive Plan Consistency**

7) The adoption of the *Bonney Lake Watershed Protection Plan* will implement the following policies of *Bonney Lake 2035*:

   a. **Policy CD-3.3:** Encourage best management practices for site planning and design related to, but not limited to, building placement and orientation, vehicular and pedestrian circulation patterns, open space, landscaping, lighting, stormwater management, interfacings with adjacent neighborhoods and developments, and appropriate accommodation of the site’s natural features.

   b. **Policy ES-2.1:** Evaluate the potential impacts of land development on critical aquifer recharge areas to ensure that the level of protection provided corresponds with the potential for contaminating the water supply aquifer.

   c. **Policy ES-2.4:** Manage surface water to maintain and improve water quality and maximize groundwater recharge.
d. **Policy ES-3.1**: Protect water bodies from point and non-point sources of contamination and nitrification.

e. **Policy ES-3.2**: Promote the enhancement or restoration of surface waters as adjacent development activities occur.

f. **Policy ES-3.4**: Encourage land developments to maximize stormwater infiltration.

g. **Policy ES-3.5**: Promote Low Impact Development techniques as an alternative to standard development practices such as, using natural systems to maintain and enhance environmental quality by having them perform such functions as cleaning air and water, and controlling storm water runoff.

h. **Policy ES-3.7**: Mitigate stormwater related impacts through best management practices.

i. **Policy ES-4.4**: Design new development and redevelopment projects to minimize hazards associated with flooding and limit the amount of runoff that contributes to flooding.

j. **Policy ES-5.4**: Protect wetlands from water quantity or quality impacts stemming from improper stormwater management.

k. **Policy ES-6.4**: Protect water quality in lakes and streams.

8) The adoption of the *Bonney Lake Watershed Protection Plan* is specifically identified as an action to implement the policies of *Bonney Lake 2035* in the Implementation of Element as provided below:

a. **ES-Action-3: Water Quality.**

   (1) Prepare a water basin plan for the City of Bonney Lake to protect the resources and reduce the current and on-going impacts based on land use planning, future development, infill development, and redevelopment.

**State Environmental Policy Act**

9) The adoption of the amendments to *Bonney Lake Watershed Protection Plan* is considered non-project actions as defined in WAC 197-11-704(2)(b) under the State Environmental Policy Act (SEPA).

10) Pursuant to WAC 197-11-926, the City of Bonney Lake is the lead agency for the SEPA review of the *Watershed Protection Plan*.

11) Public Services Director acting as the SEPA Responsible Official issued a Determination of Non-Significance on February 20, 2018 under WAC 197-11-340.
The public comment period was provided from February 20, 2018 until March 7, 2018.

12) There was not an appeal of the Determination of Non-Significance and therefore stands as issued.
ATTACHMENT B

Proposed Watershed Protection Plan

Proposed Watershed Protection Plan - Appendices

Printed copies will be available for public viewing at the meeting and upon request to the City Clerk’s office (253-862-8602 or cityclerk@ci.bonney-lake.wa.us).
Memo

Date: March 7, 2018
To: Mayor and City Council
From: Grant Sulham, Planning Commission Chair
Re: Ordinance D18-25 – Watershed Protection Plan

On March 7, 2018, the Planning Commission conducted a Public Hearing on Ordinance D18-25, which will adopt the Bonney Lake Watershed Protection Plan (WPP). The WPP integrated approach consider watershed protection and land use planning at the same time, in order to protect and improve the Fennel Creek Basin’s valuable assets and natural resources while managing growth and potential impacts on surface water resources. The Planning Commission voted 5-0-0 to recommend that the City Council adopt Ordinance D18-25.

As required by BLMC 14.40.100, the Planning Commission adopts the following findings of fact in support of its recommendation:

1. On March 7, 2018, the City of Bonney Lake Planning Commission held a public hearing to consider the amendments to the City’s development regulations contained in this Ordinance, as required by BLMC 14.140.080.

2. The City complied with all applicable notice, timing and comment provisions in scheduling and carrying out the above-referenced hearing.

3. At the above-referenced hearing, the City of Bonney Lake Planning Commission determined that the amendments to the City’s development code contained in this Ordinance are consistent with other BLMC development regulations, the Comprehensive Plan, and with the laws of the State of Washington.

4. Under the State Environmental Policy Act (SEPA) the adoption of this Ordinance is a non-project action as defined by WAC 197-11-704(2)(b) and Public Services Director acting as the SEPA Responsible Official Public Services Director issued a Determination of Non-Significance on
February 20, 2018 under WAC 197-11-340. The public comment period was provided from February 20, 2018 until March 7, 2018.
Date: March 2, 2018  
To: Planning Commission  
From: Jason Sullivan – Planning and Building Supervisor  
Re: Watershed Protection Plan – Public Hearing

PURPOSE:

The purpose of this memorandum is to facilitate the Planning Commission’s public hearing related to the Draft Ordinance D18-25. Draft Ordinance D18-25 will adopt the City’s new Watershed Protection Plan.

SUGGESTED MOTION:

I move to recommend that the City Council approve Ordinance D18-25 adopting the Bonney Lake Watershed Protection Plan

ATTACHMENT:

1. Ordinance D18-25  

2. Watershed Protection Plan (A copy of the Appendices reference in the Watershed Protection Plan are available on the City’s website: www.citybonneylake.org/planning/complplanupdates)  

3. Planning Commission Recommendation Memo

BACKGROUND:

In 2014, the City applied for and received a grant from the Department of Ecology under the National Estuary Program for the completion of the Bonney Lake Watershed Protection and Land Use Plan (WPLUP). The objectives of the WPLUP include development of:
• Land use plans that are compatible with the Washington State Growth Management Act (GMA) and watershed goals established in this analysis

• Regional and sub-regional stormwater control plans, when appropriate

• Retrofitting and neighborhood redevelopment plans identified through the needs and prioritization process

• Site stormwater development standards, including low impact development measures, infill, redevelopment, new site development, and water quality retrofits

A scope of work was developed by the City, Parametrix, Inc., and BERK in late 2015. At the project kick off off the team developed vision and team mission to guide the team’s efforts over the next two year and half years.

The Vision Statement that was adopted by team is provided below:

*A flourishing, growing, well thought-out community whose joint Watershed and Centers Plans protect the residents and preserve the areas natural features while accommodating growth, redevelopment, and thriving urban centers.*

In March of 2016, the City kicked off this major planning effort with a community meeting to provide information to the community and to understand how to establish clear priorities, strategies, and responsibilities to achieve community goals for both land use planning and watershed planning. Though out the summer of 2016 the City held five community workshops to engage the community in a dialogue around current issues of concern, goals, and ideas for the future of Bonney Lake. In November 2017, the City held a second community meeting to discuss the proposed *Bonney Lake Centers Plan* and the proposed *Bonney Lake Watershed Protection Plan*. In December of 2016, the Council adopted the *Bonney Lake Centers Plan*, fulfilling the first objective of the WPLUP.

The City also formed a peer review group to review the draft Watershed Protection Plan and facilitate a meeting for the peer review group on November 30, 2017.

In February 2018, there was a join City Council – Planning Commission meeting at which the City’s consultant’s briefed by bodies on the history, structure, and propose of the Watershed Protection Plan. The consultants have now complete the Watershed Protection Plan, which was developed in concert with the *Bonney Lake Centers Plan* to ensure that the City’s land use planning efforts and watershed planning efforts were mutually supportive.

**DISCUSSION:**

Much of the City lies in the Fennel Creek basin, a tributary to the Puyallup River (Figure 1), to which most of the City’s urban stormwater runoff drains. The City has nearly complete control
over development, redevelopment, and land use decisions within the Fennel Creek Basin. As a result the City recognized that the City had a unique obligation to protect and improve the Fennel Creek Basin’s valuable assets and natural resources while managing growth and potential impacts on surface water resources. To that end, the City developed a strategy that call for an integrated approach to preserving, protecting, and mitigating impacts to water resources in the City. This integrated approach consider watershed protection and land use planning at the same time, which differs from the traditional stormwater comprehensive planning that often looks at existing and proposed development as “given impacts” that are unchangeable and these impacts can only be regionally reduced or mitigated during new development or redevelopment. By tackling these issues in an integrated and iterative fashion, factors related to watershed protection and land use can be proactively addressed in providing preferred technical and economic solutions across these multiple variables. During the development of the Watershed Protection Plan the cumulative actions multiple land development scenarios and intensities and their relative impact, positive and negative, on the receiving water resource and the drainage infrastructure the effectiveness of stormwater mitigation measures were evaluated.

This provides several advantages to watershed planning for the City and Fennel Creek. These advantages included

- The application of basin-specific water resource protection standards.

- Decisions and restrictions on development would be consistent across the City and watershed.

- Development rights and impacts can be transferred across the City and still be in the same basin.

- Adaptive management can be directly linked between land use and water resource protection measure.

- Evaluation of the entire suite of measures to minimize impacts and correct existing problems.

As a result land use, stormwater controls, regional facilities, and basin-specific controls can be considered equally to make the best choices benefitting the resource and meeting growth management objectives.

The Watershed Protection Plan includes the background for goals and objectives, fact-finding and existing conditions summary, basin modeling and analysis, proposed land use guidance, recommended stormwater controls, and capital projects to solve existing stormwater problems. The City plans to use the Plan as the basis for an adopted stormwater basin plan under Ecology guidelines for use in the Ecology Stormwater Manual.
Comprehensive Plan Consistency

The adoption of the Bonney Lake Watershed Protection Plan will implement the following policies of Bonney Lake 2035:

- **Policy CD-3.3:** Encourage best management practices for site planning and design related to, but not limited to, building placement and orientation, vehicular and pedestrian circulation patterns, open space, landscaping, lighting, stormwater management, interfacings with adjacent neighborhoods and developments, and appropriate accommodation of the site’s natural features.

- **Policy ES-2.1:** Evaluate the potential impacts of land development on critical aquifer recharge areas to ensure that the level of protection provided corresponds with the potential for contaminating the water supply aquifer.

- **Policy ES-2.4:** Manage surface water to maintain and improve water quality and maximize groundwater recharge.

- **Policy ES-3.1:** Protect water bodies from point and non-point sources of contamination and nitrification.

- **Policy ES-3.2:** Promote the enhancement or restoration of surface waters as adjacent development activities occur.

- **Policy ES-3.4:** Encourage land developments to maximize stormwater infiltration.

- **Policy ES-3.5:** Promote Low Impact Development techniques as an alternative to standard development practices such as, using natural systems to maintain and enhance environmental quality by having them perform such functions as cleaning air and water, and controlling storm water runoff.

- **Policy ES-3.7:** Mitigate stormwater related impacts through best management practices.

- **Policy ES-4.4:** Design new development and redevelopment projects to minimize hazards associated with flooding and limit the amount of runoff that contributes to flooding.

- **Policy ES-5.4:** Protect wetlands from water quantity or quality impacts stemming from improper stormwater management.

- **Policy ES-6.4:** Protect water quality in lakes and streams.
Additionally, the adoption of the *Bonney Lake Watershed Protection Plan* is specifically identified as an action to implement the policies of *Bonney Lake 2035* in the Implementation of Element as provided below:

- **ES-Action-3: Water Quality.**

  (1) Prepare a water basin plan for the City of Bonney Lake to protect the resources and reduce the current and on-going impacts based on land use planning, future development, infill development, and redevelopment.
STATE ENVIRONMENTAL POLICY ACT
THRESHOLD DETERMINATION OF NON-SIGNIFICANCE

Description of proposal: Ordinance D18-25 will adopted the City’s Watershed Protection Plan. The Watershed Protection Plan is integrated approach to watershed protection and land use planning balancing the needs of stormwater management, protection of the natural environment, and planning of the built environment. The Watershed Protection Plan was developed with the intent of being adopted as stormwater basin plan adopted under Ecology.

Applicant: City of Bonney Lake
Location: City-wide
Lead agency: City of Bonney Lake

The City of Bonney Lake has determined that the above described project does not have probable significant adverse environmental impacts on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

The City of Bonney Lake as the lead agency has also determine that the requirements for environmental analysis, protection, and mitigation measures have been adequately addressed in the development regulations and comprehensive plan adopted under Chapter 36.70A RCW and in other applicable local, state, or federal laws or rules as provided by RCW 43.21C.240 and WAC 197-11-158. Therefore, the City of Bonney Lake will not require mitigation measures under SEPA.

This DNS is issued under 197-11-340. The City of Bonney Lake will not take final action on this proposal until after March 22, 2018. Comments must be submitted by March 7, 2018.

Responsible official: John P. Vodopich, AICP

Position/title: Public Services Director
Phone: 253 447-4345
Address: P.O. Box 7380, Bonney Lake, WA 98391-0944

Date: 2/20/18
Signature:

APPEAL: This SEPA determination may be appealed by filling a written appeal with the City of Bonney Lake Public Services Department. Such appeal must be filed within fifteen days of the end of the comment period and shall be consistent with the requirements of BLMC 14.120.020. The last day to filing such an appeal will be 5:00PM on March 22, 2018.

Please contact Jason Sullivan, Planning and Building Supervisor, at (253) 447-4355 or email him at sullivanj@ci.bonney-lake.wa.us to read or ask about the procedures for SEPA appeals.
## Master Lighting Services Agreement with Puget Sound Energy

### Agenda Subject:
Master Lighting Services Agreement with Puget Sound Energy

### Full Title/Motion:

### Administrative Recommendation:
Approve

### Background Summary:
Puget Sound Energy has worked with their contract management and legal teams to enhance standard street lighting agreements to more specifically detail the obligations of each party. To that end they have created a Master Lighting Services Agreement, which serves as an umbrella terms and conditions agreement for all lighting services. Once signed, all future projects will be linked to the Master Lighting Services Agreement through separate Exhibit A Customer Street Lighting Orders.

### Attachments:
Resolution 2649

### BUDGET INFORMATION

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<th>Budget Amount</th>
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<th>Required Expenditure</th>
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Budget Explanation: NA

### COMMITTEE, BOARD & COMMISSION REVIEW

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<td>Councilmember: Surdez</td>
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Forward to: April 27, 2018

Consent Agenda: ☒ Yes ☐ No

### COUNCIL ACTION

Workshop Date(s):
Meeting Date(s): April 27, 2018
Tabled to Date:

### APPROVALS

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<th>Mayor: NJJ</th>
<th>Date Reviewed by City Attorney: April 3, 2018</th>
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RESOLUTION NO. 2649

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A MASTER LIGHTING SERVICES AGREEMENT WITH PUGET SOUND ENERGY.

WHEREAS, Puget Sound Energy has worked with their contract management and legal teams to enhance standard street lighting agreements to more specifically detail the obligations of each party; and

WHEREAS, all future projects will be linked to the Master Lighting Services Agreement through separate Exhibit A Customer Street Lighting Orders; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached hereto and incorporated herein by this reference.

PASSED by the City Council this ___ day of ____, 2018.

__________________________________
Neil Johnson Jr., Mayor

AUTHENTICATED:

__________________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________________
Kathleen Haggard, City Attorney
MASTER LIGHTING SERVICES AGREEMENT
NO. 0020

This Master Lighting Services Agreement (this “Agreement”) is made effective as of April 2, 2018 (the “Effective Date”), by and between Puget Sound Energy, Inc. (“PSE”), and City of Bonney Lake (“Customer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. PSE is in the business of, among other things, providing custom lighting services (“Lighting Services”) under and pursuant to Schedule 51, Schedule 52, Schedule 53 and/or any other applicable schedule included in PSE’s Electric Tariff G (each, a “Schedule”) on file with the Washington Utilities and Transportation Commission (“WUTC”).

B. The Customer desires PSE to provide certain Lighting Services to the Customer as set forth in each Custom Street Lighting Order, substantially in the form attached hereto as Exhibit A to this Agreement, entered into by the Parties from time to time during the term of this Agreement that references this Agreement and is signed by both Parties (each, an “Order”).

D. PSE is willing to provide such Lighting Services to the Customer subject to and in accordance with the terms and conditions set forth in this Agreement, in the applicable Order and in the associated Schedule.

AGREEMENT

The Parties, therefore, agree as follows:

Section 1. Lighting Services

1.1 Products and Services. PSE will provide to the Customer the Lighting Services set forth in each Order and the most current version of the Schedule applicable to the Lighting Services covered by such Order (the “Services”). Each Order will describe and identify the Lighting Services and the associated Schedule applicable to the Lighting Services covered by the Order and set forth all materials, information, property and other items provided for, used or incorporated into the Services (collectively, the “Facilities”). Each such Order and associated Schedule are hereby incorporated into and made a part of this Agreement by this reference.

1.2 Performance of Services. Subject to the terms and conditions of this Agreement and any applicable tariffs on file with the WUTC, including the applicable Schedule(s), PSE shall use reasonable efforts to perform the Services. PSE shall perform the Services in accordance with the schedule provided in the applicable Order or associated Schedule with reasonable diligence in the ordinary course of its business and in light of any operational issues as to the remainder of its utility systems that may be influenced by the Services.

1.3 Adjustments to the Services. PSE shall notify the Customer in writing of any reasonably anticipated adjustments to the Services that result from delays in PSE’s performance of the Services caused by the Customer (or its agents, servants, employees, contractors, subcontractors, or representatives), or any conditions beyond PSE’s control. The Parties
acknowledge that additional requirements not contemplated by the Parties may arise during the performance of the Services. In the event such additional requirements arise, the Parties shall provide written notice thereof and shall use reasonable efforts to promptly respond to such requirements.

1.4 Performance by Customer. The Customer shall pay PSE for the Services in accordance with the applicable Order and the associated Schedule. In the event the Customer is unable to perform any of its obligations under this Agreement to PSE’s satisfaction, the Parties shall use reasonable efforts to adjust the Services to allow additional time for the Customer to perform such obligations. If the Parties cannot reasonably agree upon such a schedule adjustment, PSE may, at its option, terminate this Agreement by giving written notice to the Customer, and the Customer shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 1.5.

1.5 Term and Termination. The term of this Agreement will commence on the Effective Date and will end thirty (30) days after the expiration or termination of all Orders entered into by the Parties under this Agreement, unless earlier terminated by mutual written agreement of the Parties. Service under each Order is effective for as long as such Order remains in effect, as specified in the Order and/or in the then-current version of the Schedule applicable to the Lighting Services covered by the Order. The effect of termination of any given Order, including the Parties’ respective responsibilities for the costs of removal or salvage of any Facilities associated with the Services, will be as set forth in the Order or associated Schedule.

Section 2. Permits.

The Customer shall be solely responsible for any costs related to the acquisition of any and all operating rights, permits, licenses, certificates, inspections, reviews, impact statements, determinations, authorizations, exemptions or any other form of review or approval necessary or convenient for the Services (collectively, “Permits”). The Permits shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence construction for the Services, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Permits necessary for the Services and all rights of appeal with respect to the Permits shall have been exhausted. The Customer shall be responsible for performance of and any costs associated with any mitigation required by the Permits.

Section 3. Easements.

The Customer shall be solely responsible for any costs related to the acquisition of any and all easements, right-of-ways, or any other property rights necessary or convenient for the Services (collectively, “Easements”). The Easements shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence performance of the Services, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Easements necessary for the Services and all rights of appeal with respect to the Easements shall have been exhausted. The Customer shall be responsible for performance of and any costs associated with any mitigation required by the Easements.
Section 4. Construction Services

4.1 Construction Services. The Customer shall be solely responsible for, or shall reimburse PSE for, all costs and expenses for any construction or installation services necessary to perform the Services as set forth in each Order (“Construction Services”), which may include any restoration costs and/or the removal of excavated materials; costs and expenses to relocate or rebury Facilities if the area is not within grade; costs and expenses for trenching and backfilling of pole holes; costs and expenses associated with any unforeseen soil or pavement conditions that would increase the cost of service; and all costs and expenses associated with any other unforeseen Construction Services that would increase the cost of service. The costs for the Construction Services (“Construction Costs”) shall include, without limitation, any and all direct and indirect costs incurred by PSE in connection with the costs enumerated in this Section, including, but not limited to, labor, personnel, supplies, materials, overheads, contractors, consultants, attorneys and other professionals, administration and general expenses and taxes.

4.2 Payment. The Customer shall pay PSE for the Construction Costs in accordance with the applicable Order.

Section 5. Transfer of Assets

If the Customer and PSE have agreed that, as part of any Order, the Customer shall transfer certain assets to PSE, Customer shall, contemporaneously with the execution of the applicable Order, duly execute and deliver to PSE a Bill of Sale in form and content as mutually agreed upon between the Parties and, pursuant to the terms of the Bill of Sale, sell, transfer, assign, convey and deliver to PSE all right, title and interest in the assets set forth or otherwise described in the Bill of Sale.

Section 6. Disclaimers and Limitation of Liability

6.1 Disclaimer. Without limiting any express obligations PSE has under this Agreement or under the applicable Order or associated Schedule (or other applicable tariff on file with the WUTC), PSE makes no representations or warranties of any kind, express or implied, with respect to the Services or other items or services provided under this Agreement including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing or usage of trade.

6.2 Limitation of Liability. In no event shall PSE be liable, whether in contract, warranty, tort or otherwise, to any other party or to any other person for any indirect, incidental, special or consequential damages arising out of the performance or nonperformance of the Services or this Agreement.

Section 7. Miscellaneous

7.1 Tariffs Control. This Agreement is in all respects subject to all applicable tariffs of PSE now or hereafter in effect and on file with the WUTC, including the applicable Schedule(s). In the event of any conflict or inconsistency between any provision of this Agreement and any such tariff, the terms of the tariff shall govern and control.
7.2 **Survival.** Sections 1.5, 4.3, 5, 6 and 7 shall survive any expiration or termination of this Agreement. Except as otherwise provided herein, following expiration or termination of this Agreement neither Party shall have any further obligations arising under this Agreement.

7.3 **Waiver.** The failure of any Party to enforce or insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or relinquishment of any such provision.

7.4 ** Entire Agreement.** This Agreement, including any exhibits hereto, sets forth the complete and integrated agreement of the Parties. This Agreement cannot be amended or changed except by written instrument signed by both Parties.

7.5 **Force Majeure.** In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a “Force Majeure Event”), then that Party’s performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; storm, flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a force Majeure Event, in connection with the Services or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligation in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay cause by a Force Majeure Event.

7.6 **Enforceability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 **Notice.** Any notice or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be delivered in person or mailed to the attention of the signatories below. Either Party may change such address or contact by written notice to the other Party.

7.8 **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington without reference to its choice of law provisions. This Agreement shall be fully binding upon the Parties and their respective successors, assigns and legal representatives.

In witness whereof, the Parties have executed this Agreement as of the date set forth above.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: PS / John Woodcock
Meeting/Workshop Date: 24 April 2018
Agenda Bill Number: AB18-41

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2650
Sponsor: 

Agenda Subject: Award Lake Tapps Trestle Repair project to Rognlin's, Inc.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of A Contract With Rognlin's, Inc. For The Lake Tapps Trestle Repair Project.

Administrative Recommendation: Approve

Background Summary: Over the years the columns supporting the trestle decking have experienced degradation due to corrosion from exposure to the water entering Lake Tapps. The Public Services Department identified three design proposals and the City Council approved (Resolution 2593, 5/23/2017) to replace the steel pilings due to design life and cost. Parametrix has completed the design for these repairs to the support structure. The City received and opened 3 bids on April 4, 2018. Rognlin's, Inc. was the apparent low bidder with a bid of $335,140.03. The Engineer's estimate was $250,000. Staff has reviewed the Contractor's bid and determined that their submittal is consistent with the requirements of the contract provisions.

Attachments: Resolution, Contract, Bid Tabulation, Map

BUDGET INFORMATION

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<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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<td>Sewer 230,000</td>
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Budget Explanation:
Water: 401.106.034.594.34.63.04 - Flume Trestle Rehabilitation
Sewer: 402.106.035.594.35.63.05 - Flume Trestle Rehabilitation
Construction Contract: $335,140 + 10% Contingency: $33,514 for a total of $368,654
Revenue Source: Sewer and Water SDC's

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: 17 April 2018
Chair/Councilmember Dan Swatman
Councilmember James Rackley
Councilmember Michelle Surdez
Forward to: Finance Committee
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: John Vodopich
Mayor: Neil Johnson Jr.
Date Reviewed by City Attorney: (if applicable)
RESOLUTION NO. 2650

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AWARD OF A CONTRACT WITH ROGNLIN'S, INC FOR LAKE TAPPS TRESTLE REPAIR PROJECT.

WHEREAS, the Public Services Department has identified corrosive degradation on the columns supporting the Lake Tapps Flume Trestle that has occurred over the years; and

WHEREAS, the City Council approved the contract with Parametrix Engineering on September 9, 2014 for the structural evaluation of the Lake Tapps Flume; and

WHEREAS, the City Council approved the recommended option and the design contract with Parametrix on May 23, 2017 to replace the steel pilings due to design life and cost, and

WHEREAS, the City Council adopted the Lake Tapps Flume Trestle Repair in the Water and Sewer CIP to the 2017-2018 budget; and

WHEREAS, the City opened bids on April 4, 2018 and has determined Rognlin's, Inc. the apparent low bidder to be “responsive” in their bid submittal and a “responsible” contractor therefore making them the approved low bidder in the amount of $335,514.03, which includes tax;

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 Rognlin’s, Inc. for the Lake Tapps Trestle Repair project in the amount of $335,514.03.

BE IT FURTHER RESOLVED that the City Council of the City of Bonney Lake does hereby authorize 10% of the contract award amount for Construction Contingency ($35,514) and for Project Management in the amount of $56,353 for a total project construction budget of $425,007.

Passed by the City Council this 24th day of April, 2018.

______________________________
Neil Johnson, Jr., Mayor
CONTRACT

THIS CONTRACT, is made and entered into this 24th day of April, 2018 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the “Owner” and Rognlin’s, Inc., 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 Lake Tapps Trestle Repair Project and the Contractor did on the 4th day of April, 2018, 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 Lake Tapps Trestle Repair Project. 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 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

By: ____________________________

Title: Nick W. Rognlin, Vice President

Date: ____________

Date: ____________

[Signature]

Contract Documents

Contract Forms
March 2018
# Lake Tapps Trestle Repair

**April 4, 2018**

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**Construction Cost:**

- **$274,340.00**
- **$306,624.00**
- **$334,667.00**
- **$711,631.00**

**WSST @ 9.3%:**

- **$25,513.62**
- **$28,916.03**
- **$31,125.89**
- **$66,555.54**

**Total Cost - Including WSST:**

- **$299,853.62**
- **$335,540.03**
- **$365,792.89**
- **$778,086.98**
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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**Agenda Subject:** Award Lake Tapps Trestle Repair Professional Services Agreement to Parametrix for Project Management Services.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of A Professional Services Agreement For The Project Management Services For The Lake Tapps Trestle Repair Project.

**Administrative Recommendation:** Approve

**Background Summary:** On April 4, 2018 the Public Services Department opened bids for the Lake Tapps Trestle Repair project. The lowest responsible bidder was for $335,140.03. The project management services budget is set by Resolution 2650 in the amount of $56,352.50 to cover all elements of construction management and administration services for this project.

**Attachments:** Resolution, Professional Services Agreement w/ Exhibit A & B, Map

### BUDGET INFORMATION

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**Budget Explanation:**
- Water: 401.110.034.594.34.63.05 - Lake Tapps Flume Trestle Repair
- Sewer: 402.110.035.594.35.63.05 - Lake Tapps Flume Trestle Repair
- Project Management Services: $56,353
- Revenue Source: Sewer and Water SDC's

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Community Development
- Approval: Yes
- Date: 17 April 2018
- Chair/Councilmember: Dan Swatman
- Councilmember: James Rackley
- Councilmember: Michelle Surdez

Forward to: Finance Committee
- Consent Agenda: Yes

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

**Workshop Date(s):**

**Meeting Date(s):**

Tabled to Date:

### APPROVALS

**Director:** John Vodopich

**Mayor:** Neil Johnson Jr.

**Date Reviewed by City Attorney:** (if applicable)
RESOLUTION NO. 2651

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE LAKE TAPPS TRESTLE REPAIR PROJECT.

WHEREAS, the Public Services Department has identified corrosive degradation on the columns supporting the Lake Tapps Flume Trestle that has occurred over the years; and

WHEREAS, the City Council adopted the Lake Tapps Trestle Repair project in the Sewer CIP to the 2017-2018 budget; and

WHEREAS, the City opened bids on April 4, 2018 and has determined Rognlin’s, Inc. the apparent low bidder to be “responsive” in their bid submittal and a “responsible” contractor therefore making them the approved low bidder in the amount of $335,514.03, which includes tax; and

WHEREAS, the City approved Construction management services in the amount of $56,353 per Resolution 2650; and

WHEREAS, the Public Services Department will use Parametrix for all elements of construction management services for this project to completion;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign the attached Professional Services Agreement with Parametrix for construction management services for the Lake Tapps Trestle Repair project in the amount of $56,353.

Passed by the City Council this 24th day of April, 2018.

______________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED: APPROVED AS TO FORM:

Harwood T. Edvalson, City Clerk  Kathleen Haggard, City Attorney
PROFESSIONAL SERVICES AGREEMENT
2018 Construction Management Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of __________, 2018, 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 subconsultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

**Insurance**

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. **Professional Liability** insurance appropriate to the Consultant’s profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant’s insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**D. Acceptability of Insurers**

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

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

13. Prevailing Wage

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

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

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

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

17. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.
18. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

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

**CITY OF BONNEY LAKE**

By: 
Neil Johnson Jr., Mayor

**PARAMETRIX, INC.**

By: 
Daniel L. McReynolds, P.E.
Sr. Consultant

**Attachments:**

Exhibit A: Scope of Work
Exhibit B: Rates
Exhibit C: Prevailing Wages – Not Applicable
EXHIBIT A: SCOPE OF WORK

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

Parametrix shall provide construction management services for construction of the Lake Tapps Trestle Repair project. Additional construction projects may be added as additional work to increase efficiency in executing these services and to reduce total costs on a per project basis.
EXHIBIT A—SCOPE OF WORK

City of Bonney Lake
2018 Construction Management Services

The City of Bonney Lake (City) has requested that Parametrix provide construction management services for construction of the Lake Tapps Trestle Repair project. Additional construction projects may be added as additional work to increase efficiency in executing these services and to reduce total costs on a per-project basis.

A detailed scope for the Contract follows:

General Assumptions

- The proposed project team will include one part-time project manager and one part-time resident engineer during construction activities when work is being performed. Parametrix to provide services for materials testing, and other supporting tasks as deemed necessary, but not specifically included in this scope of services, will be provided by the City under separate contract.
- The level of service is based on project duration as expressed in the Construction Contract in working days (see below).
- It is anticipated that the City will take lead on all office paper work, and assistance will be provided by Parametrix up to the amount of anticipated effort included within this scope of work.
- It is anticipated that the City will review and execute the insurance, bonds, and the Construction Contract.
- It is anticipated that all Community Outreach, if required, will be completed by the City.
- Engineers from Parametrix will be available to answer questions during construction and review RAMs, review submittals, shop drawings, and answer Requests for Information (RFIs).
- Services will be performed in accordance with the Construction Contract and City of Bonney Lake standards.
- Franchise utilities will provide field inspection for all work surrounding the construction or relocation of those utility systems not constructed by the City’s Contractor, if necessary.
- City/Field Office: There are no provisions for a field office for this project. All project files shall be kept in a City of Bonney Lake office. Parametrix staff shall work from vehicle as much as practical.
- All deliverables will be in electronic format unless specifically stated otherwise in this scope of services.

PHASE 01 – LAKE TAPPS TRESTLE REPAIR

The objective and purpose of this Construction Management Services Agreement is for Parametrix to assist the City in successfully completing the construction of the proposed improvements.
Task 1 – Project Administration

Parametrix will provide the tools for continuous tracking of the project schedule and budget, coordination with subconsultant (Associated Earth Sciences, Inc.), and status of deliverables to ensure that the project is executed as expected by the City.

Assumptions
- A 6-month project schedule is assumed.

Deliverables
- Routine correspondence to document project management issues.
- Monthly progress reports and invoices.

Task 2 – Construction Engineering

Parametrix engineering staff will attend the preconstruction conference and provide support during construction. Parametrix will work with City staff to prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City’s offices. The City will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

Following the preconstruction conference, other construction engineering services will be provided. Specific activities are undefined but will be completed up to the specified budget amount and may include:
- Responses to RFIs.
- Prepare and maintain a Record of Materials (ROM).
- Prepare and issue the weekly statement of working days.
- Materials Submittal Reviews.
- Design clarifications.
- Shop drawing reviews.
- Support/Review/Preparation of Change Orders.
- Support/Review for preparation of monthly progress payments to Contractor.
- Support/Assistance for preparation of periodic cost to complete analysis.

Assumptions
- The budget estimate includes 4 hours each for the Project Manager and Resident Engineer to assist the City in preparation for the preconstruction conference.
- The budget estimate includes 4 hours each for the Project Manager, Engineer of Record, and Resident Engineer to attend the preconstruction conference.
Deliverables

- Record of Materials.
- Materials RAM form responses.
- Weekly Statement of Working Days.
- Shop drawing reviews.
- Responses to RFIs.
- Change Orders.

Task 3 – Geotechnical (AESI)

Associated Earth Sciences, Inc. (AESI) will perform geotechnical observation services during installation of the piling.

Assumptions

For a list of project assumptions regarding this task, see the attached proposal from AESI.

Deliverables

For a list of project deliverables regarding this task, see the attached proposal from AESI.

Task 4 – Construction Observation

Parametrix will provide a part-time Resident Engineer during construction activities to monitor the progress of the work. The Resident Engineer will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City.

The Resident Engineer will perform the following duties as a matter of daily activities (if applicable):

- Observe technical conduct of the construction, including providing day-to-day contact with construction Contractor, City, and other stakeholders, and monitor for adherence to the Contract Documents. The Parametrix personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.

- Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes and notify construction Contractor of noncompliance. Advise the City of any non-conforming work observed during site visits.

- Document all material delivered to the job site in accordance with the Construction Contract.

- Prepare daily inspection reports, recording the construction Contractor’s operations as actually observed by Parametrix including quantities of work placed that day, Contractor’s equipment and crews, and other pertinent information. All daily inspection reports will adhere to WSDOT Local Agency Guidelines or as directed by the City.

- Interpret Contract Documents in coordination with City and the City’s Contractor.

- Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction Contractor.
• Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
• Coordinate with permit holders on the project to monitor compliance with approved permits, if applicable.
• Prepare field records and documents to help assure the project is administered in accordance with funding agency requirements.
• Collect and calculate delivery tickets and scaleman’s daily reports of aggregate.
• Attend and actively participate in regular on-site weekly construction meetings.
• Take periodic digital photographs during the course of construction and record locations.
• Coordinate with the City’s traffic operations and maintenance personnel.
• Punch List: Upon substantial completion of work, Parametrix will coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or ‘punch list’ of items to be completed. A punch list and Certificate of Substantial Completion will be prepared by the Parametrix and issued by the City.
• Parametrix will coordinate with the Contractor and the material testing firm which will be provided by the City under separate agreement.

Assumptions
• Parametrix will provide observation services, up to the agreed budget amount, for up to 3 hours per day that the Contractor’s personnel are on-site.
• The budget estimate for this task assumes that the Contractor will be onsite for 35 working days from Notice to Proceed to substantial completion (additional working days in contract are anticipated to be required for materials procurement and fabrication); an additional 5 days has been included for project closeout. Additional working days will require a supplement to this agreement.
• The Parametrix monitoring of the construction Contractor’s activities is to ascertain whether or not work is being performed in accordance with the Contract Documents. In case of noncompliance, Parametrix will reject non-conforming work and pursue other remedies in the interests of the City, as detailed in the Contract Documents. Parametrix cannot guarantee the construction Contractor’s performance, and it is understood that Parametrix shall assume no responsibility for: proper construction means, methods, techniques; project site safety; safety precautions or programs; or for the failure of any other entity to perform work in accordance with laws, contracts, regulations, or the City’s expectations.

Deliverables
• Daily Construction Reports with project photos submitted on a weekly basis.
• Punch List, Certificate of Substantial Completion.
Task 5 – Record Drawings

Parametrix will prepare record drawings based on the as-built records provided by the Contractor.

Assumptions

- Record drawings will be based solely on the as-built records and plan markups as provided by the Contractor. The scope of services does not include survey or other means of independently collecting record of the as-built condition.

Deliverables

- Record drawings in electronic format (PDF and native CAD files) and one (1) full size (22”x34”) set on mylar.

ADDITIONAL SERVICES

Additional services requested by the City will be performed only when authorized by the City. Authorization to perform additional services will be in writing specifying the work to be performed and basis of payment.
EXHIBIT B: RATES

See attached budget estimate.
### Budget Estimate

#### Phase 01 - Lake Tapps Trestle Repair CM

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March 21, 2018
Project No. 170266E002

CONTRACT AGREEMENT TO ENGAGE THE SERVICES OF
ASSOCIATED EARTH SCIENCES, INC.
AS A CONSULTANT AND ADVISOR

Subject: Geotechnical Construction Monitoring
Project: Lake Tapps Trestle Replacement
Location: Vandermark Road East & 64th Street East Vicinity, Bonney Lake, Washington

This agreement has been entered into at

Associated Earth Sciences, Inc.
1552 Commerce Street, Suite 102
Tacoma, Washington 98402

on this 21st day of March, 2018 between

Parametrix, Inc.
1019 - 39th Avenue SE, Suite 100
Puyallup, Washington 98374
Attn: Mr. Austin Fisher

hereinafter referred to as “Client,” and Associated Earth Sciences, Inc. (AESI), hereinafter referred to as “Geotechnical Consultant,” for mutual consideration as hereinafter set forth:

1.0 The description and location of the project on which the Client contracts the Geotechnical Consultant’s services are:

The project site consists of an existing utility trestle located in the Lake Tapps area of Bonney Lake. This trestle extends part way across an outlet stream at the southeastern end of the lake, near the termination points of 64th Street East and Vandermark Road East. Currently, the trestle is supported on an array of steel “H” piles. Improvement plans call for replacing the existing piles with new 20-inch-diameter steel pipe piles. After structural loads are transferred to the new piles, the old piles will be cut off near the outlet stream mudline. No changes are planned for the existing trestle abutment or adjacent features.
2.0 Geotechnical Consultant agrees to provide the following services:

Our field representatives will provide appropriate geotechnical opinions and test results to the general contractor and subcontractors, but it should be realized that AESI will not supervise or direct the construction personnel in any way. Furthermore, AESI will not guarantee the quality of the earthwork, nor will our monitoring services relieve the construction personnel of their contractual obligation to complete the project in accordance with the approved plans and specifications. Our scope will be limited to the following:

1. Observe installation of all pipe piles to verify that refusal criteria, tip depths, materials, procedures, and other details comply with the approved plans and geotechnical report. It is assumed that pile installation monitoring will require approximately 5 full-day site visits.

2. Prepare a field report for each visit, describing our site observations, conclusions, and recommendations. Transmit copies of all field reports to the Client at the end of the project.

3. Provide project oversight, supplementary geotechnical consultation, and a field report review by a senior geotechnical engineer.

3.0 Client confirms that the Geotechnical Consultant has explained the full range of services it offers and the manner in which they could be applied to this project. Client also confirms that they have understood the value and benefit of these services and have of their own accord decided upon those identified in paragraph 2.0 above. Client agrees to hold the Geotechnical Consultant harmless for claims of any kind that may arise from any source due to the Geotechnical Consultant's failure to provide services that Client has specifically not included in the list of services identified in paragraph 2.0 above. Client further agrees to indemnify the Geotechnical Consultant for the cost of defending any such claims and any awards or settlements resulting therefrom.

4.0 The Client accepts that all services are provided in accordance with the Schedule of Charges and General Conditions attachments, which are made a part of this contract by reference. Client further agrees to compensate the Geotechnical Consultant for their services, and to reimburse the Geotechnical Consultant for expenses incurred on Client's behalf as follows:

All geotechnical services will be billed on a time-and-expenses basis. Based on our currently assumed level of effort, we estimate that a budget of $8,500 would be appropriate. However, it must be realized that the actual number and duration of our site visits will depend on the contractor's schedule and progress, on permitting issues, on weather conditions, on material deliveries, and on many other such items that are beyond our control. As such, our budget might need to be adjusted as the construction work proceeds.
If unusual or unanticipated conditions are encountered that would involve additional costs, we would immediately notify you to discuss modification of the study. Additional authorized services would be provided as outlined on the Schedule of Charges.

5.0 The person signing this contract for a business entity attests that they are empowered to act on behalf of the business. If this agreement meets with your approval, please sign in the space provided below, and send one copy to our Kirkland office address (AESI, 911 5th Avenue, Kirkland, Washington 98033) to serve as formal authorization to proceed.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Tacoma, Washington

The undersigned has reviewed and accepts the attached General Conditions.

__________________________________________
Client Date
Authorized Representative Signature

__________________________________________
Client (please print name)

James M. Brisbane, P.E., L.G., L.E.G.
Senior Associate Geotechnical Engineer

Matthew A. Miller, P.E.
Principal Geotechnical Engineer

Attachments: Schedule of Charges
General Conditions

AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).
Please provide the appropriate email address here:
ASSOCIATED EARTH SCIENCES, INC.
SCHEDULE OF CHARGES

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

**Personnel Charges - Engineers, Hydrogeologists, Geologists, Scientists, and Technicians**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Principal</td>
<td>$230.00/hour</td>
</tr>
<tr>
<td>Principal</td>
<td>$200.00/hour</td>
</tr>
<tr>
<td>Sr. Associate</td>
<td>$175.00/hour</td>
</tr>
<tr>
<td>Associate</td>
<td>$165.00/hour</td>
</tr>
<tr>
<td>Senior</td>
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</tr>
<tr>
<td>Sr. Project</td>
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<tr>
<td>Project</td>
<td>$130.00/hour</td>
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<tr>
<td>Sr. Staff</td>
<td>$110.00/hour</td>
</tr>
<tr>
<td>Staff</td>
<td>$90.00/hour</td>
</tr>
<tr>
<td>Legal Testimony (4 hour minimum)</td>
<td>$400.00/hour</td>
</tr>
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</table>

**Other Personnel and Disbursement Charges**

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>CAD Operator and Workstation</td>
<td>$100.00/hour</td>
</tr>
<tr>
<td>Geographic Information Services (GIS)</td>
<td>$100.00/hour</td>
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<tr>
<td>Prints – Sizes A and B</td>
<td>$2.00/each</td>
</tr>
<tr>
<td>Prints – Sizes C, D, E, and F</td>
<td>$5.00/each</td>
</tr>
<tr>
<td>Project Assistant</td>
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<tr>
<td>Laboratory Technician</td>
<td>$90.00/hour</td>
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<tr>
<td>Clerical, Word Processing, etc</td>
<td>$60.00/hour</td>
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<tr>
<td>Mileage</td>
<td>Federal Reimbursable Rate + 15%</td>
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<tr>
<td>Per Diem</td>
<td>To be established on a project basis</td>
</tr>
<tr>
<td>Subcontractors and Miscellaneous Expenses</td>
<td>Cost plus 15%</td>
</tr>
<tr>
<td>Water Level Data Logger</td>
<td>$50.00/month</td>
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<tr>
<td>Barometer Data Logger</td>
<td>$40.00/month</td>
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**Laboratory Charges**

<table>
<thead>
<tr>
<th>Test</th>
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<tbody>
<tr>
<td>Atterberg Limit</td>
<td>$110.00/test</td>
</tr>
<tr>
<td>Consolidation</td>
<td>$385.00/test</td>
</tr>
<tr>
<td>Constant Head Permeability (ASTM:D2434-68)</td>
<td>$385.00/test</td>
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<tr>
<td>Direct Shear</td>
<td>$385.00/3 point test</td>
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<tr>
<td>Ethylene Glycol Test (3 rock minimum)</td>
<td>$115.00</td>
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<tr>
<td>Fractured Face Count (AASHTO T-335)</td>
<td>$80.00/test</td>
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<tr>
<td>Hydrometer</td>
<td>$200.00/test</td>
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<tr>
<td>Moisture Content</td>
<td>$25.00/test</td>
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<tr>
<td>Organic Content</td>
<td>$70.00/test</td>
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<tr>
<td>Percent Passing #200</td>
<td>$100.00/test</td>
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<tr>
<td>Permeability (Falling Head)</td>
<td>$225.00/test</td>
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<tr>
<td>Proctor ASTM:D-1557 and ASTM:D-698</td>
<td>$250.00/test</td>
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<tr>
<td>Sand Equivalent</td>
<td>$110.00/test</td>
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<tr>
<td>Sieve with Wash #200</td>
<td>$200.00/test</td>
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<tr>
<td>Specific Gravity + #4</td>
<td>$65.00/test</td>
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<tr>
<td>Specific Gravity - #4</td>
<td>$70.00/test</td>
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Other laboratory tests and equipment rental will be provided on a per job basis.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<tbody>
<tr>
<td>PS / John Woodcock</td>
<td>24 April 2018</td>
<td>AB18-43</td>
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<table>
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<tr>
<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
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<tbody>
<tr>
<td>Resolution</td>
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**Agenda Subject:** Award Public Works Center- Mass Grading and Stormwater construction contract to Scarsella Bros., Inc.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of A Contract With Scarsella Bros., Inc. For The Public Work Center-Mass Grading And Stormwater Project.

**Administrative Recommendation:** Approve

**Background Summary:** The City Council approved on August 22, 2017 a contract with RH2 Engineering to design the Mass Grading and Stormwater pond for the future site of the Public Works Center located at the Peaking Storage tank site (217th Ave/96th St.). RH2 Engineering completed the civil site design, plans and specifications for this project and the city advertised the project.

The City received and opened five bids on April 11, 2018. Scarsella Bros., Inc. was the apparent low bidder with a bid of $1,518,122.35. The Engineer's Estimate was $3,000,000. Staff has reviewed the Contractor's bid and determined that their submittal is consistent with the requirements of the contract provisions.

The bid had a bid alternative for slope stabilization, grass versus quarry spalls. Although the grass bid was much less than the quarry spall alternative, the quarry spall bid price was 40% of the engineers estimate and the long term maintenance benefit of the spalls verses mowing determined the acceptance of the bid alternative.

**Attachments:** Resolution, Contract, Bid Tabulation, Scarsella Bros., Inc. bid award with using option of Bid Alt 1, Map

<table>
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<tr>
<th>Budget Information</th>
<th>Fund Source</th>
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<td>Budget Amount:</td>
<td>General</td>
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<tr>
<td>4,600,000</td>
<td>Utilities</td>
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<tr>
<td>Current Balance:</td>
<td>Other</td>
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<tr>
<td>4,537,187</td>
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<tr>
<td>Required Expenditure:</td>
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</tr>
<tr>
<td>1,669,935</td>
<td></td>
</tr>
<tr>
<td>Budget Balance:</td>
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<tr>
<td>2,867,252</td>
<td></td>
</tr>
</tbody>
</table>

**Budget Explanation:** Other Improvements (Land): 303,000,000,594.95,61.02 - Other Improvements- Land
Construction Contract: $1,518,122.35 + 10% Contingency: $151,812.24 for a total of $1,669,934.59
Revenue Source: Public Works Center CIP Fund

**COMMITTEE, BOARD & COMMISSION REVIEW**

Council Committee Review: Other
Date: 17 April 2018

Chair/Councilmember
Councilmember
Councilmember

Consent Agenda: Yes No

Commission/Board Review:
Hearing Examiner Review:
COUNCIL ACTION

<table>
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<tr>
<th>Workshop Date(s):</th>
<th>17 April 2018</th>
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<tbody>
<tr>
<td>Meeting Date(s):</td>
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<td>Tabled to Date:</td>
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APPROVALS

<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Vodopich</td>
<td>Neal Johnson Jr.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Reviewed by City Attorney:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if applicable)</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2652

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AWARD OF A CONTRACT WITH SCARSELLA BROS., INC., INC FOR PUBLIC WORKS CENTER- MASS GRADING AND STORMWATER PROJECT.

WHEREAS, the City of Bonney Lake intends to construct a Public Works Center on the Peaking Storage Tank site; and

WHEREAS, in anticipation of constructing a Public Works Center it is necessary to first perform mass grading of the site; and

WHEREAS, the City Council approved the design contract with RH 2 Engineering on August 22, 2017 to civil site design, plans and specifications for this project, and

WHEREAS, the City Council adopted the Public Works Center- Mass Grading and Stormwater in the CIP to the 2017-2018 budget; and

WHEREAS, the City opened bids on April 11, 2018 and has determined Scarsella Bros., Inc. the apparent low bidder to be “responsive” in their bid submittal and a “responsible” contractor therefore making them the approved low bidder in the amount of $1,518,122.35, which includes tax;

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 Scarsella Bros., Inc. for the Public Works Center- Mass Grading and Stormwater project in the amount of $1,518,122.35.

BE IT FURTHER RESOLVED that the City Council of the City of Bonney Lake does hereby authorize 10% of contract award amount for Construction Contingency ($151,812.24) for a total project construction budget of $1,669,934.59.

Passed by the City Council this 17th day of April, 2018.

__________________________
Neil Johnson, Jr., Mayor
CITY OF BONNEY LAKE CONTRACT

THIS CONTRACT, is made and entered into this _____ day of __________, 2018 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 certain plans and specifications described as the ___________________ and the Contractor did on the _____ day of __________, 2018, 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 ___________________. 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: ___________________

By _______________________

Title _______________________

Date: _____________________
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<th>No.</th>
<th>Units</th>
<th>Description of Item</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total</th>
<th>Engineer's Estimate</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total</th>
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<td>$144,000.00</td>
<td>$144,000.00</td>
<td>SCARSELLA BROS., INC.</td>
<td></td>
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<td>$55,000.00</td>
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<td>LS</td>
<td>Demobilization</td>
<td>1</td>
<td>$58,000.00</td>
<td>$58,000.00</td>
<td>HOFFMAN CONSTRUCTION</td>
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<tr>
<td>3</td>
<td>LS</td>
<td>Survey &amp; As-Builts</td>
<td>1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>OLSN BROTHERS EXCAVATING</td>
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<td>4</td>
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<td>Traffic Control</td>
<td>1</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
<td>NORTHWEST CASCADE INC</td>
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<td>LS</td>
<td>Temporary Erosion and Sedimentation Control</td>
<td>1</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
<td></td>
<td></td>
<td>$117,500.00</td>
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<tr>
<td>6</td>
<td>LS</td>
<td>Stormwater System &amp; Permanent ESC</td>
<td>1</td>
<td>$292,000.00</td>
<td>$292,000.00</td>
<td></td>
<td></td>
<td>$273,000.00</td>
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<tr>
<td>7</td>
<td>ACRE</td>
<td>Soil Prep, Hydroseeding, Fertilizing, and Mulching</td>
<td>1</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
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<td></td>
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<tr>
<td>8</td>
<td>LS</td>
<td>Shoring and Trench Safety System</td>
<td>1</td>
<td>$4,000.00</td>
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<tr>
<td>9</td>
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<td>Earthwork</td>
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<tr>
<td>12</td>
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<td>Over Excavation</td>
<td>5000</td>
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<tr>
<td>17</td>
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BID AL

Total LS Slope Stabilization - Quarry Spalls | 1 | $270,250.00 | $270,250.00 | $111,000.00 | $318,000.00 | $113,850.00 | $178,500.00 |
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<th>Total</th>
<th>Unit Price</th>
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<td>Survey &amp; As-Builts</td>
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<tr>
<td>8</td>
<td>Shoring and Trench Safety System</td>
<td></td>
<td>$4,000.00</td>
<td>$4,000.00</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>9</td>
<td>Clearing and Grubbing</td>
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<td>$104,000.00</td>
<td>$104,000.00</td>
<td>$50,000.00</td>
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<tr>
<td>10</td>
<td>Dewatering</td>
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<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
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<tr>
<td>11</td>
<td>Earthwork</td>
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<td>$1,514,000.00</td>
<td>$1,514,000.00</td>
<td>$375,800.00</td>
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<tr>
<td>12</td>
<td>Over Excavation</td>
<td>5000</td>
<td>$23.00</td>
<td>$115,000.00</td>
<td>$5.00</td>
<td>$25,000.00</td>
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<td>13</td>
<td>Site Improvements</td>
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<td>$147,000.00</td>
<td>$147,000.00</td>
<td>$205,000.00</td>
<td>$205,000.00</td>
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<tr>
<td>14</td>
<td>Crushed Rock</td>
<td>4000</td>
<td>$28.87</td>
<td>$114,000.00</td>
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<td>$100,000.00</td>
</tr>
<tr>
<td>15</td>
<td>Wetland Mitigation</td>
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<td>$98,000.00</td>
<td>$98,000.00</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
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<tr>
<td>16</td>
<td>Pond Planting</td>
<td></td>
<td>$12,000.00</td>
<td>$12,000.00</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>17</td>
<td>Coordination with PSE and Century Link</td>
<td></td>
<td>$65,000.00</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>18</td>
<td>Slope Stabilization - Quarry Spalls (Bid Alt 1)</td>
<td>1.0</td>
<td>$270,250.00</td>
<td>$270,250.00</td>
<td>$111,000.00</td>
<td>$111,000.00</td>
</tr>
<tr>
<td>19</td>
<td>Minor Changes - Fifty-thousand</td>
<td></td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

Subtotal | $3,100,250.00 |

SCHEDULE WSST @ 9.3% | $288,323.25 |

Total Bid Schedule A Incl. WSST | $3,388,573.25 |
Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS." The County makes no warranty of fitness for a particular purpose.
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 / Triss Weber</td>
<td>24 April 2018</td>
<td>AB18-45</td>
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<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></td>
</tr>
</tbody>
</table>

**Agenda Subject:** Motion To Accept As Complete The Sewer Manhole Rehabilitation- 2017 Project With NWCW, LLC

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Sewer Manhole Rehabilitation- 2017 Project With Nwcw, Llc.

**Administrative Recommendation:** Approve

**Background Summary:** Resolution 2441 dated March 10, 2015 awarded the construction contract to NWCW, LLC for the Sewer Manhole Rehabilitation- 2017 project. This Resolution approved the contract with the option of two one- year extensions. This contract repairs and improves Utility Manholes throughout the City that have various deficiencies including structural, I & 1 , safety and cleanliness. This completion marks the third and final year of this Indefinite Delivery Quantities (IDQ) contract.

See attached Project Completion Report for detailed information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the Public Works Operations Engineer and the 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, Notice of Completion of Public Works Contract and photos of project.

### BUDGET INFORMATION

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

**Budget Explanation:** Release of Retainage in the amount of $3,565.50

### COMMITTEE, BOARD & COMMISSION REVIEW

<table>
<thead>
<tr>
<th>Council Committee Review:</th>
<th>Approvals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>Yes</td>
</tr>
<tr>
<td>Chair/Councilmember:</td>
<td>Dan Swatman</td>
</tr>
<tr>
<td>Councilmember:</td>
<td>James Rackley</td>
</tr>
<tr>
<td>Councilmember:</td>
<td>Michelle Surdez</td>
</tr>
<tr>
<td>Forward to:</td>
<td>Consent Agenda:</td>
</tr>
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</table>

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

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

### APPROVALS

<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Vodopich</td>
<td>Neil Johnson, Jr.</td>
<td>by City Attorney:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(if applicable)</td>
</tr>
</tbody>
</table>

Agenda Packet p. 83 of 100
PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: Sewer Manhole Rehabilitation - 2017

Project Financing Summary:

Project Revenue Sources:
Budget Authorized by City Council: $160,370
(2017 budget- $64,890 plus 2018-$95,480 )- contract runs March to March
City Fund Source(s): Sewer- SDC 160,370
Total Project Budget Utilized=

Project Expenditures:
Study = N/A
Design = $0
Total Construction

Engineer’s Estimate = N/A

<table>
<thead>
<tr>
<th>Contract Award Amount</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Quote/Contract- budget=</td>
<td>$160,370</td>
</tr>
<tr>
<td>Contingency- 10% =</td>
<td>$0</td>
</tr>
<tr>
<td>Field Engineering Services- 5% =</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Project Cost = $77,942

Total Budget for construction= $160,370
Actual Under Budget= $82,428

Actual Revenue Sources utilized for project:
Budget Authorized by City Council: $160,370
Actual City Funds utilized: Sewer- SDC 77,942

Summary of Manhole’s Rehabilitated
Total Manholes- 26
Manhole Cleaning & Lining Preparation- 262 Feet
Lining of Manholes w. Raven 405 Liner System- 77 feet
Adjustment of Manhole frame, cover & riser- 4 each
Reseal inflow/outflow pipe(s)- 59 each
Chemically Seal Manhole Infiltration Points- 67 each
Total Traffic Control- 146 hours
<table>
<thead>
<tr>
<th>Planning</th>
<th>Actual Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Facilities Plan Approved by City Council:</td>
<td>N/A</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>
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<tr>
<td>Planning Actual Total =</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Design</th>
<th>Scope of work developed by staff</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date RFP Issued</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Design Contract Award Date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Contract Completion Date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Consultant(s):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scope of Work Changes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change Order Summary:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Actual Total =</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Construction</th>
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</thead>
<tbody>
<tr>
<td>Date of Advertisement:</td>
<td>2/6/2015</td>
</tr>
<tr>
<td>RFQ Opening Date:</td>
<td>2/23/2015</td>
</tr>
<tr>
<td>Engineer's Estimate:</td>
<td>N/A</td>
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<tr>
<td>Contract amount for annual extension:</td>
<td>$160,370</td>
</tr>
<tr>
<td>Contract Award Date:</td>
<td>3/11/2015 - 3rd Annual Option for extension</td>
</tr>
<tr>
<td>Contract Completion Date:</td>
<td>3/19/2018</td>
</tr>
<tr>
<td>Closeout Date:</td>
<td>4/24/2018</td>
</tr>
<tr>
<td>Scope of Work Changes:</td>
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</tr>
<tr>
<td>1</td>
<td>None</td>
</tr>
<tr>
<td>Change Order Summary:</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>None</td>
</tr>
<tr>
<td>Other Construction</td>
<td></td>
</tr>
<tr>
<td>Construction Actual Total =</td>
<td>$0</td>
</tr>
<tr>
<td>Total Project Cost=</td>
<td>$77,942</td>
</tr>
</tbody>
</table>

| PW Infrastructure Addition(s): | Not Applicable |
NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 4/17/2018  Contractor's UBI Number: 602 813 492

<table>
<thead>
<tr>
<th>Name &amp; Mailing 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>PO Box 7380</td>
<td></td>
</tr>
<tr>
<td>Bonney Lake, WA 98391</td>
<td></td>
</tr>
<tr>
<td>UBI Number: 277000893</td>
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</tr>
</tbody>
</table>

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

Project Name
Sewer Manhole Rehabilitation-2017

Description of Work Done/Include Jobsite Address(es)
Sewer Manhole Rehabilitation-2017 service-wall cleaning, grout patching and relining of 48-inch diameter manholes as outlined by the City. The contract period provided 26 manholes for rehabilitation.

Federally funded transportation project?  No (if yes, provide Contract Bond Statement below)
Contractor's Name  NWCW, LLC
E-mail Address  jon@nw-cw.com
Telephone #  253-210-5098

If Retainage is not withheld, please select one of the following and List Surety’s Name & Bond Number.
Retainage Bond  No  Contract/Payment bond (valid for federally funded transportation projects)

Name:  
Bond Number:  

Date Contract Awarded  3/10/15  Date Work Commenced  4/20/17  Date Work Completed  3/19/18  Date Work Accepted  4/24/18-Council Meeting

Were Subcontracters used on this project?  No

Affidavit ID* - No L&I release will be granted until all affidavits are listed.

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>$71,309.80</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additions (+)</td>
<td></td>
</tr>
<tr>
<td>Reductions (-)</td>
<td>$</td>
</tr>
<tr>
<td>Sub-Total</td>
<td>$71,309.80</td>
</tr>
<tr>
<td>Amount of Sales Tax</td>
<td>9.300%</td>
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<tr>
<td>(If various rates apply, please send a breakdown)</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>$77,941.62</td>
</tr>
</tbody>
</table>

Liquidated Damages $  
Amount Disbursed $74,376.12  
Amount Retained $3,565.50  

NOTE: These two totals must be equal

Comments:

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.
Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: Triss Weber
Email Address: webert@cl.bonney-lake.wa.us

Title: Admin Specialist IV
Phone Number: 253-447-4320

Department of Revenue
Public Works Section
(360) 794-5650
PWC@dor.wa.gov

Washington State Department of Labor & Industries
Contract Release
(855) 545-8163, option # 4
ContractRelease@LNI.WA.GOV

Employment Security Department
Registration, Inquiry, Standards & Coordination Unit
(360) 902-9450
publicworks@sed.wa.gov

REV 31 0020e (4/28/14)  F215-038-000 04-2014
Agenda Packet p. 87 of 100
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
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<tr>
<th>Department/Staff Contact: Executive / Don Morrison</th>
<th>Meeting/Workshop Date: 24 April 2018</th>
<th>Agenda Bill Number: AB18-40</th>
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<tbody>
<tr>
<td>Agenda Item Type: Motion</td>
<td>Ordinance/Resolution Number: NA</td>
<td>Sponsor: Deputy Mayor McKibbin</td>
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Agenda Subject: Waive The Provisions of Resolution 2296 Regarding the Recruitment of Certain Appointive Officers

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Waiving The Open Recruitment Provisions Of Resolution No. 2296 To Facilitate The Internal Promotion And Rehiring Of Two Appointed Officers Of The City.

Administrative Recommendation: Approve

Background Summary: Mayor Johnson intends to promote Public Services Director John Vodopich as City Administrator when Don Morrison retires May 31st, and rehire Bryan Jeter as Chief of Police upon the retirement of Chief Powers June 16th. The Administration has been preparing John for the role of City Administrator for the past few years, and John will make an excellent City Administrator. Bryan was a well-respected Chief when he left to become the chief of the Puyallup PD. Resolution 2296 requires that all appointive officers of the City be hired through an open recruitment process unless a majority of the council waive the open recruitment provisions to authorize the Mayor to make an internal promotion and rehiring for these appointive offices. It is proposed that council waive the provisions of Resolution No. 2296.

Attachments: Resolution 2296; Resumes of John Vodopich and Bryan Jeter

Budget Information

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
<th>Fund Source</th>
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<tr>
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<td></td>
<td>General</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

Budget Explanation: Will save the City a minimum of $19,000 in recruitment and selection costs, and up to $90,000 or more for two full-fledged outside executive searches.

Committee, Board & Commission Review

Council Committee Review:
Date:
Chair/Councilmember
Councilmember
Consent Agenda: Yes No
Forward to:
Commission/Board Review:
Hearing Examiner Review:

Council Action
Workshop Date(s): 4/24/2018
Meeting Date(s):
Public Hearing Date(s):
Tabled to Date:

Approvals
Date Reviewed by City Attorney:
(if applicable)
RESOLUTION NO. 2296


WHEREAS, in 1995 the City Council passed Resolution No. 728A, adopting the administrative personnel policies of the City; and

WHEREAS; Administrative Policies 100.002 through 100.005 related to the recruitment and selection of City employees; and

WHEREAS; many aspects of said Administrative Policies are obsolete and need to be updated; and

WHEREAS; the City Council has adopted Ordinance 1458 providing for the adoption of policies and procedures for the recruitment of the appointive officers of the City; and

WHEREAS; the City Council wishes to establish specific policy elements to be incorporated into the recruitment and selection of the appointive officers of the City who are subject to Council confirmation pursuant to BLMC 2.08.010;

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

Section 1. The Mayor is directed to update the administrative policies of the City relating to the recruitment and selection of City personnel;

Section 2. The Council hereby establishes certain requirements that shall be incorporated into the recruitment and selection processes of all positions which are appointive officers of the City and subject to city council confirmation as provided in BLMC 2.08.010. These requirements shall become official City policy upon the effective date of Ordinance 1458:

A. **Open Recruitment.** Whenever the need arises to fill a vacancy in an appointive office that is subject to Council confirmation, the Human Resources office will distribute to all City departments copies of the job announcement. In addition, the job announcement will be distributed to appropriate local governments in the region for posting. Ads for newspapers, trade publications, professional journals, job boards and sites, etc. will be developed and placed as directed by Executive Department with assistance provided by the Human Resources office. At a minimum, all appointive officer vacancies shall be advertised on the AWC Job Net for not less than two (2) weeks. Funding of all general advertisements will be accomplished through the human resources budget. If the HR budget is not sufficient to fund the desired level of advertising, ad costs may be charged to the departmental budget. The City shall use for job advertising purposes only those
recruitment services which do not discriminate on the basis of race, color, religion, creed, age, sex, national origin, marital status, sexual preference, or disability. The Mayor may not bypass an open recruitment process and promote a current City employee to the position unless the City Council, by majority vote, authorizes the Mayor to bypass the open recruitment process and promote a current employee to the vacant position.

B. Examination Process. All applications received will be screened to determine the best qualified candidates. Only those qualified candidates with the knowledge, ability, and skill to be successful in the position should be considered for further examination. Examinations may be developed based on the position’s responsibilities, the qualifications required, and resources available. The examination may consist of application review, oral interview, questionnaire, practical test, written test, in-basket exercise or assessment center, reference checks, etc. In all cases, the examination shall be job related and designed to determine the candidate's knowledge, skills and abilities (KSA’s) for the position. At a minimum, the selection process shall include at least one (1) oral interview conducted by a panel of not less that three (3) persons. It is preferred that interview panels be diverse and include both males and females. The Mayor is authorized to include a councilmember on the interview panel. Generally, the council representative will be the chair of the committee which has legislative oversight for that particular department’s work. The councilmember will serve as the liaison to the Council during the appointive officer’s confirmation process.

PASSED BY THE CITY COUNCIL this 9th day of April, 2013.

Neil Johnson, Jr., Mayor

ATTEST:
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:
Kathleen Haggard, City Attorney
John P. Vodopich, AICP
(253) 261-5234 (C) (253) 447-4345 (W)

Professional Experience

City of Bonney Lake, Washington
August 2007 to Present

Public Services Department Director, July 2016 to Present
Director of the department with oversight of all engineering, capital improvement projects, public works maintenance and operations, planning, building, code enforcement, permitting, GIS programs, and general administration of the department for the City. Department staffing level of sixty (60) FTEs with an annual operating and capital budget (2018) of $23 million.

Community Development Department Director, January 2009 to June 2016
Planning and Community Development Department Director, August 2007 to December 2008
Director of the department responsible for providing development review services for all aspects of the review process including development review engineering and inspection, current and long-range planning, environmental review, building services, department administration, and code enforcement. Departmental staffing levels ranged from 12 to 17 FTEs with an annual budget of $1.3 to $1.7 million.

City of Gig Harbor, Washington
October 2000 to July 2007

Community Development Department Director, January 2002 to July 2007
Director of the department responsible for public works operations, engineering, land use planning, building, and fire marshal activities. Department staffing level of fifty-three (53) FTEs with an annual operating and capital budget (2007) of $22 million.

Planning and Building Services Director, October 2000 to December 2001
Director of the Department responsible for land use planning and building activities with direct oversight of eight (8) FTEs.

Kitsap County Department of Community Development
Port Orchard, Washington
September 1991 to September 2000

Assistant Director - Planning November 1998 to September 2000
Manager Planning Division, February 1996 to October 1998
Acting Manager Planning Division, July 1995 to January 1996
Division head responsible for the long range land use planning activities related to Growth Management including oversight of the Planning Commission, management and
supervision of division staff, and acting in the capacity of the Director of the department in his/her absence.

**Interim Co-Manager, February 1998 to October 1998**

During a period of recruitment for a Director of the department, together with the Manager of the Zoning Division, responsible for the daily management of the fifty-eight (58) member Department including overseeing the activities of several divisions including: Fire Marshal, Administrative Support Services, Geographic Information System (GIS), Planning, and occasionally serving in the capacity of Interim Building Official.

**Planner III (Senior level), February 1992 to June 1995**

**Planner II (Project Planner), September 1991 to January 1992**

Land use planner working on a variety of projects related to meeting the requirements of the Growth Management Act involving working closely with a variety of public agencies at the local, regional, state and federal levels; elected officials; community groups; and citizen advisory committees.

**Chelan County Planning Department**

Wenatchee, Washington

**July 1987 to September 1991**

**Associate Planner, January 1991 to September 1991**

**Plans Administrator, February 1989 to December 1990**

**Planning Intern, July 1987 to January 1989**

Land use planner performing a wide variety tasks including customer assistance, plan review, code enforcement, policy planning, committee/board support, research, and long range planning activities related to mandates of the Washington State Growth Management Act.

**Education/Certification**

**Western Washington University**

Bellingham, Washington June 1987

*Bachelor of Arts Degree in Urban and Regional Planning*

*Extended Minor in Cartography*

**American Institute of Certified Planners (AICP) July 1995**

American Planning Association (APA)
Organizations and Affiliations

Association of Washington Cities (AWC) Education Advisory Committee Member
Appointed by the AWC President
January 2015 to Present

Washington State Transportation Improvement Board (TIB) Member Appointed by the Washington State Secretary of Transportation
September 2007 to June 2016

International City/County Management Association (ICMA) Full voting Member
November 2004 to Present

American Public Works Association (APWA)
March 2002 to August 2007, July 2017 to Present

Washington City Planning Directors Association (WCPDA)
October 2000 to Present

American Planning Association (APA)
July 1995 to Present

Washington State Association of County & Regional Planning Directors (WSACRPD)
President Elect September 1998 to September 2000
Western Vice-President September 1996 to September 1998
Member, September 1991 to September 2000

Planning Association of Washington (PAW)
Second Vice-President, January 2004 to October 2007
Board Member, September 2001 to October 2007
Member, 1990 to Present
BRYAN JETER

Professional Summary

A proven public safety leader with 29 years of leadership experience, nearly a decade as the Police Chief at two municipalities. A career of leading teams focused on developing and employing strategies to meet community and organizational challenges. Sustained superior performance focused on sound policy development and delivery, as well as employee development and succession planning.

Experience

City of Puyallup Police Department

May 2012 – December 2017 - Chief of Police

Led 80 employees - including 57 commissioned officers, 13 corrections officers and 10 civilian employees. Develop, implement and manage a $17 million budget. Represent the city & police department on various regional boards and commissions. Develop policy, provide vision and leadership to ensure compliance with policy.

August 2008 – May 2012 - Deputy Police Chief

Providing for the day to day leadership of the operational functions of the Puyallup Police Department. Led three captains and a corrections lieutenant to ensure the delivery of law enforcement services to the citizens we serve, compliance and accountability for enforcement and public safety strategic goals established by the department. Managed the budget for four divisions. Responsible for strategic and sound recommendations to the chief on budget, discipline, hiring and promotions. Plan for several special & community events, to include the Washington State Fair, which increases the daytime population of the community to over 150,000 persons. Serve as the police chief for the Washington State Fair during its 17-day run, managing over 70 officers from throughout the region, with responsibility for the development and execution of the security plan to ensure the safety of the attendees, employees and vendors, as well as the security of the musical acts during the run of the Fair.

January 2005 – August 2008 - Patrol Commander

Responsible for the operation of the patrol division, leading six sergeants, responsible for the supervision of patrol officers and the patrol division budget. Evaluate and set development goals for sergeants, conduct internal investigations, make recommendation on budget, program improvements, assist with recruiting & hiring of sworn & civilian personnel, and management of the field training and explorer programs.
2007 – 2010 - Metro SWAT Commander
In charge of a multi-agency SWAT Team, hosting eight participating agencies with a population of approximately 125,000 residents. Participated in the selection of team members, development and approval of training programs, and inter-agency coordination. Responsible for reviewing operations plans, safe execution of those plans, creating and delivery of after action reports to the participating agency heads.

City of Bonney Lake Police Department
February 2001 – December 2004 - Chief of Police
Led 30 employees to include 20 commissioned officers, eight dispatchers and two civilian employees. Develop, implement and manage a $3.5 million budget. Develop policy, provide vision and leadership to ensure compliance with policy.

April 1994 - February 2001 - Lieutenant
Responsible for the day to day operations of the Bonney Lake Police Department. Manage the budget for patrol, investigations divisions and the dispatch center. Responsible for strategic and sound recommendations to the chief on budget, discipline, hiring and promotions. Responsible for the evaluation of four sergeants and a dispatch supervisor.

1997 – 2001 - Metro SWAT Commander
Was selected to develop a multi-agency SWAT team from the ground up. Created the Standard Operating Procedures, selection criteria, Operations Plans template and the interagency participation agreement.
Once the team was formed, I was responsible for overall command of the team, the selection and training of team members, the procurement of equipment for the team, reviewing operation plans and ensuring the safe execution of those plans.

August 1988 – April 1994 - Police Officer
Respond to 911 calls, investigate crime, enforce traffic laws and keep the peace in the City limits of Bonney Lake.

Education
- 1998 Bachelor’s Degree/Social Science, Washington State University
- 1991 Associate’s Degree/Law Enforcement, Green River Community College
- 2002 FBI National Academy, Session #211
- 2008 FBI LEEDA, Session #64
- Over 3500 hours of law enforcement training
Affiliations

• Member, Puyallup South Hill Rotary Club (2014 - present)
• Washington Associations of Sheriffs and Police Chiefs (1995 - present), Legislative Committee (2000 - present)
• International Association of Chiefs of Police (2000 - present)
• International Association of Chiefs of Police Life Member (2016)
• Pierce County Police Chiefs Association (1995 - present), past president
• FBI National Academy Associates (2002 - present)