

**Community Development
Committee Meeting**

February 07, 2012

Agenda

Start: 4:00 pm Finish:



"Where Dreams Can Soar"

The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.

Website: www.ci.bonney-lake.wa.us

Location: Justice Center, Room 203, 9002 Main Street East, Bonney Lake, WA 98391

Roll Call:

Chairperson Council Member Randy McKibbin; Council Member James Rackley; Council Member Katrina Minton-Davis

Attendees:

Public Works Director Dan Grigsby

Discussion:

- 1.

New Business/Action Items

1. Approve January 17, 2012 Minutes.
2. AB12-15, Resolution 2182, Approve 103rs Street Right of Way Acquisition.
3. AB12-16, Resolution 2183, Authorize Professional Services Agreement to Cascade Right-of-Way Services, Inc. for Main Street Improvements Right-of-Way Services

2012 Actions Under Development by Staff (date action added)

1. Water System Backflow Device Annual Testing. Prepare a cost-benefit analysis to provide this testing using a city contract instead of each property owner hiring their own tester. (17 May 2011)
2. Ordinance – Residential Frontage Maintenance in City Right of Way.
3. LID – Low Impact Development – Review Design Standards that make LID easier for developers to use. Staff has this on hold pending challenges to the design standards and Best Management Practices proposed by the Protect Puget Sound organization.
4. Radio Read Meters. Prepare a cost analysis on the benefits, feasibility, and process of replacing mechanical/touch read water meters with radio read meters. (7 Nov 2009).
5. Water Reclamation / Secondary Water System for Irrigation.

Recurring Actions:

1. Presentation on unaccounted for water. PW-OPS will provide a quarterly report to CDC. (During first CDC meetings in January, April, July, and October)
2. Review Grinder Pump rate once a year to determine how much it should be increased for the following year. (Each November starting in 2011)
3. Review Reed property water right establishment status. (Quarterly, starting in March 2012.)

Attachments: None

Action Item#1

*Community Development
Committee Meeting*

January 17, 2012

Draft Meeting Notes

Start: 4:00 pm Finish: 5:00 pm



The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.

Website: www.ci.bonney-lake.wa.us

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Roll Call:

Chairperson Council Member Randy McKibbin; Council Member James Rackley; Council Member Katrina Minton-Davis

Attendees:

Public Works Director Dan Grigsby, Community Development Director John Vodopich

Discussion:

1. 85th and Main Street. Councilmember Minton-Davis gave Director Grigsby a document indicating concerns from a resident about this intersection. Director Grigsby indicated he would review the issue(s) and provide a response.

New Business/Action Items

1. Approve January 9, 2012 Minutes. Approved as modified.
2. AB12-07, Resolution 2177, Authorize Schedule 74 Design Agreement for SR410 – Main Street Intersection Improvements with PSE. Approved as corrected and forwarded to the 24 January City Council meeting on the consent agenda.
3. AB12-08, Resolution 2175, Authorize Amendment to the SR 410 & Main Street Final Design Contract with Shea, Carr and Jewel. Approved as modified and forwarded to the 24 January City Council meeting on the consent agenda.
4. AB12-11, Resolution 2180, Authorize Professional Services Agreement To Parametrix for Prairie Ridge Booster Station SCADA Control. Approved as corrected and forwarded to the 24 January City Council meeting on the consent agenda.

2011 Actions Under Development by Staff (date action added)

1. Water System Backflow Device Annual Testing. Prepare a cost-benefit analysis to provide this testing using a city contract instead of each property owner hiring their own tester. (17 May 2011)
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3. LID – Low Impact Development – Review Design Standards that make LID easier for developers to use. Staff has this on hold pending challenges to the design standards and Best Management Practices proposed by the Protect Puget Sound organization.
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Recurring Actions:

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Attachments: None

Action Item#2

City of Bonney Lake, Washington City Council Agenda Bill (AB)

Department/Staff Contact: PW / Director Dan Grigsby	Meeting/Workshop Date: 14 February 2012	Agenda Bill Number: AB12-15
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2182	Councilmember Sponsor: Katrina Minton-Davis

Agenda Subject: Right of Way Acquisition on 103rd Street

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving Acquisition Of Right Of Way For 103rd Street.

Administrative Recommendation:

Background Summary: Resolution 1704, passed on 12 June 2007, authorized the Mayor to acquire Right of Way (ROW) for the 192nd Ave Corridor, including sections of 103rd Street. The property owner has agreed to dedicate this ROW if the City will connect his duplex, located on the same parcel, to the City Sewer System. Utilizing funds from the Septic System Abatement Program and city crews, the sewer connection and emergency access road construction can be built by city crews. This ROW is 30 feet wide and 164 feet long. It will connect the private road to the public road on 103rd Street. This will enable the City to build an emergency access road to be used by residents, living at the top of the steep hill on 192nd Ave, when they cannot safely drive their vehicles on the hill during snow storms. During periods when snow and ice do not present a safety concern, this access road will be closed with a gate by City staff; however, it will still be useable by bicyclists and pedestrians, especially children walking to school.

Attachments: Resolution 2182, Site Plan, Cost Analysis, ROW Dedication Form

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$458,000	\$387,573.19	\$14,705	\$372,868
Budget Explanation: Budget Explanation: 402.020.035.594.35.63.05 Septic System Reduction Program			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development	<i>Approvals:</i>	Yes No
	Date: 7 February 2012	Chair/Councilmember Randy McKibbin	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Jim Rackley	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Tom Watson	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent	
		Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 14 February 2012	Tabled to Date:

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

RESOLUTION NO. 2182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE ACQUISITION OF RIGHT OF WAY ON 103RD STREET EAST.

Whereas, the City Council accepted the 192nd Avenue East Corridor Study and recommended route with Resolution 1539 on February 28th, 2006; and,

Whereas, the City Council authorized the Mayor to proceed with acquisition of Right of Way for the 192nd Ave Corridor, from SR410 to Rhodes Lake Road, by Resolution 1704 on June 12, 2007; and,

Whereas, acquisition of this 4,921 square feet of Right of Way on Pierce County Tax Parcel Number 0519045012, owned by Gary and Laurie Buck, under the terms described in the Right of Way Dedication is at a reasonable cost to the City; and,

Whereas, acquisition of this property will allow City staff to build an emergency access road for use by City residents, with properties on the 192nd Ave corridor, during snow storms ; and,

Whereas, this access road will provide a safe route to school for children throughout the year; and,

Whereas, sewer line construction and associated road restoration work will be funded using Septic System Abatement funds;

Now, Therefore, the City Council hereby authorizes the Mayor to acquire the 103rd Street Right of Way and for City staff to construct the necessary sewer improvements.

PASSED by the City Council this 14th day of February 2012.

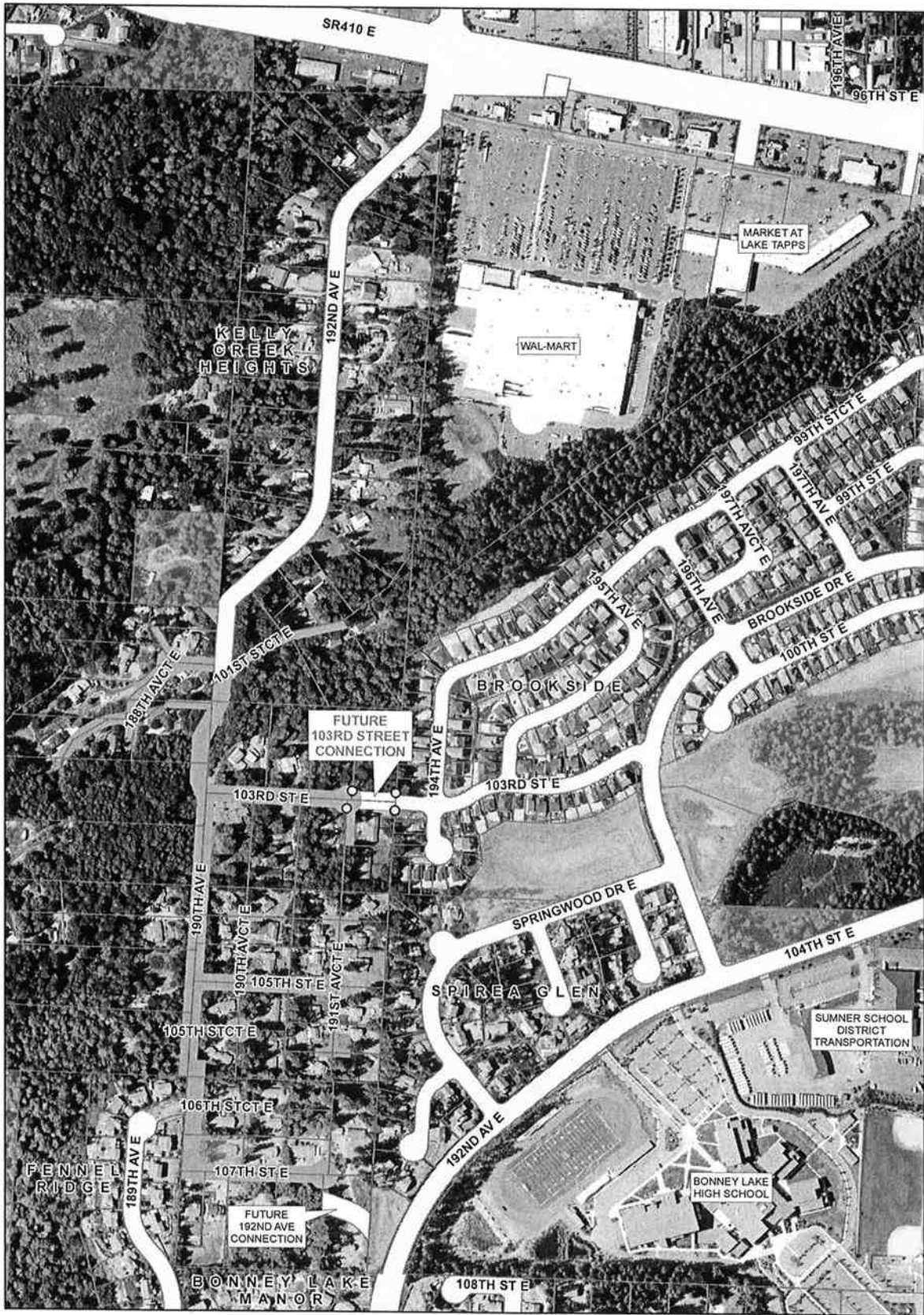
Mayor Neil Johnson, Jr.






ATTEST:

APPROVED AS TO FORM:

Harwood T. Edvalson, CMC
City Clerk

James Dionne, City Attorney



-  Future Road Connection
-  Public Roads
-  Private Roads
-  City-owned Property
-  Tax Parcels

103rd Street Connection for the 192nd Avenue Corridor Project



COST-BENEFIT Analysis of 103rd Street Acquisition

2-Feb-12

Project Title:

103rd Street Septic System Abatement and
192nd Ave Corridor Emergency Access
Road

Site Location:

Northern 30 feet of Parcel No.
0519045012, 19118 & 19116
103rd Street a duplex

Size of ROW Dedication:
30 x 164 s.f. = 4,921 s.f.

COST:

Street Construction:

Tree removal in area = 30 x 164 = 4,920 s.f.
Cost = \$2,500
Stump removal & disposal fees

Grading
Road Base

Asphalt Patch Repair (sewer tie in) 504 s.f

Gate and RIP RAP to control access by City

Sewer Line Construction:

Sewer Line from Duplex to 194th Ave Sewer
Line
Decommission one or two septic tanks
Connect each duplex to new sewer line

Sub-Total = \$13,368
With Contingency (10%) = \$14,705

City pays two Sewer SDC fees for duplex at
\$9,387 per connection; OR, waive SDC since
in same fund (2012 rate)

Total Costs = \$46,847

Planned

\$0
\$7,500

\$0
\$1,461
\$857
\$350

\$2,000
\$600
\$600

Contractor

Sale of timber will nullify this
charge

City Crews and Equipment

4" Crushed Rock
\$63/Ton @ 12.45 Tons
2 - 10' gates (Del's)

BENEFIT:

Value of Property Dedicated by
Property Owner at \$5 per s.f. =

\$24,605

OTHER BENEFITS:

1. Emergency Access from 190th Ave during snow-ice storms.
2. Walking route to school for children from 192nd Ave Corridor Area, without crossing private property.
3. Provide year round pedestrian access to Wal-Mart/Target shopping area from Brookside, Bonney Lake Manor area.
4. Remove two living units (one duplex) from septic system.
5. Additional monthly sewer revenue from duplex units.

WHEN RECORDED RETURN TO:

City of Bonney Lake
Attention: City Clerks Office
P.O. Box 7380
Bonney Lake WA 98391

RIGHT OF WAY DEDICATION

The Grantor(s), Gary D Buck and Laurie J Buck (herein called the "grantor") hereby dedicates, conveys, and grants to City of Bonney Lake, a municipal corporation, (herein called the "grantee") and its successors and its assigns, right-of-way easement, to be used for all lawful right of way purposes, surface and subsurface, including but not limited to right of way uses as well as sidewalks, plantings, right of way beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, Stormwater and such other uses that municipalities may make of rights-of-way from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are unrestricted in location within the right-of-way and shall not be limited in any way whatsoever by the state of being, condition or location of the street.

Said lands being situated in the City of Bonney Lake, Pierce County, Washington State legally described in Attachment "A" and Exhibit "B" attached hereto.

In full consideration thereof, the Grantee shall connect one duplex residential unit located on this parcel (Number 051904-5012) to the City sewer system at no cost to the Grantor. This will include decommissioning of the septic system serving this unit, installing a sewer line from the unit to a City sewer line, and payment of all fees and other charges associated therewith.

The grantor warrants that the grantor has good title to the above property and warrants the grantee title herein.

By _____
Grantor – Gary D Buck

By _____
Grantor – Laurie J Buck

DATED this _____ day of _____, 2012

State of Washington)
County of Pierce) ss.

On this _____ day of _____, 2012, before, me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY D BUCK and LAURIE J BUCK, to me known to be the person(s) who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year first above written.

Print Name: _____
Notary Public in and for the State
of Washington, residing at _____
My commission expires: _____

GRANTEE:
CITY OF BONNEY LAKE

By: _____
Neil Johnson Jr., Mayor

Approved as to form: _____
City Attorney

State of Washington)
County of Pierce) ss.

On this _____ day of _____, 2012, before, me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year first above written.

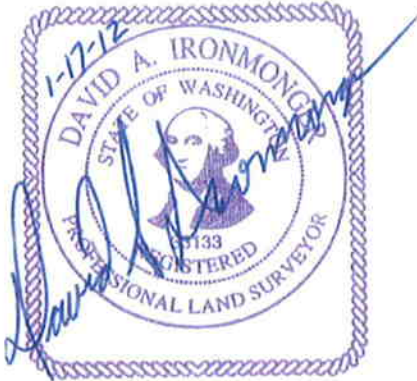
Print Name: _____
Notary Public in and for the State
of Washington, residing at _____
My commission expires: _____

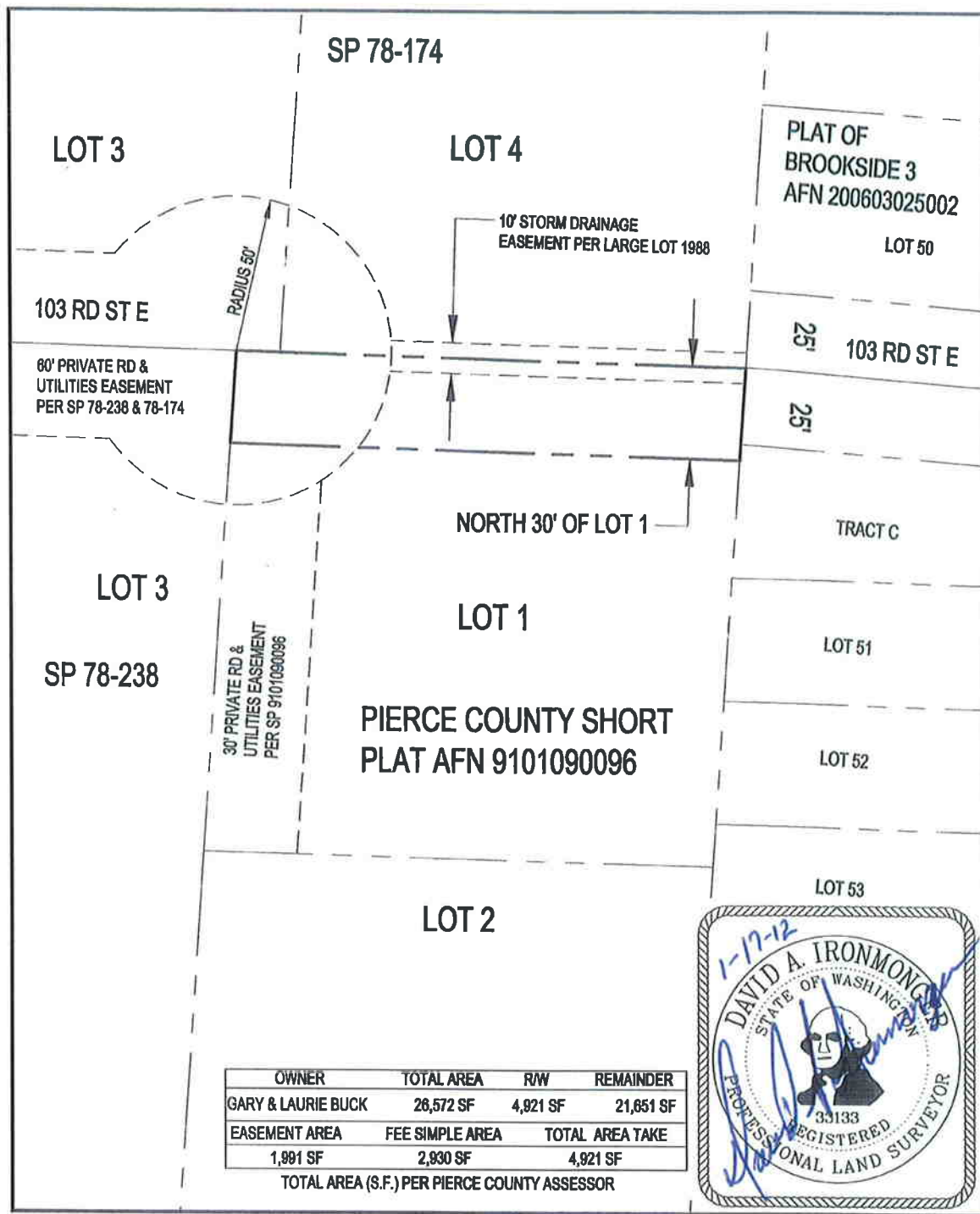
EXHIBIT A

**RIGHT-OF-WAY DESCRIPTION
BUCK PROPERTY
TAX PARCEL 051904-5012**

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS.

THE NORTH 30.00 FEET OF LOT 1 OF PIERCE COUNTY SHORT PLAT RECORDED UNDER RECORDING NUMBER 9101090096, RECORDS OF PIERCE COUNTY AUDITOR.





Parametrix DATE: January 17, 2012 FILE: PU2141611013P04T27SV-BA



EXHIBIT B
BUCK PROPERTY
TPN 0519045012

Action Item#3

City of Bonney Lake, Washington City Council Agenda Bill (AB)

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 14 February 2012	Agenda Bill Number: AB12-16
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2183	Councilmember Sponsor: Randy McKibbin

Agenda Subject: Authorize Professional Services Agreement to Cascade Right-of-Way Services, Inc. for Main Street Improvements Right-of-Way Services

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Professional Services Agreement To Cascade Right-Of-Way Services, Inc. For Main Street Improvements Right-Of-Way Services.

Administrative Recommendation:

Background Summary: The City Council approved Ordinance 2162 on October 25, 2011 for the completion of the final Plans, Specifications, and Engineering package for the construction of the SR 410 - Main Street Intersection Improvement project. This design effort has identified several ROW purchases to construct this project. This agreement will initiate the ROW acquisition process.

Attachments: Professional Services Agreement, Exhibit A: Scope of Work, Resolution, Map

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$70,000	\$70,000	\$26,280	\$43,720

Budget Explanation: 301.050.032.595.20.63.01 Right-of- Way - Main St / SR 410 Intersection
Franciscan Medical Health Center Share: \$1,000,000 & Available TIF

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development Date: 7 February 2012	<i>Approvals:</i>	Yes	No
	Chair/Councilmember Randy McKibbin	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember James Rackley	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Katrina Minton-Davis	<input type="checkbox"/>	<input type="checkbox"/>

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

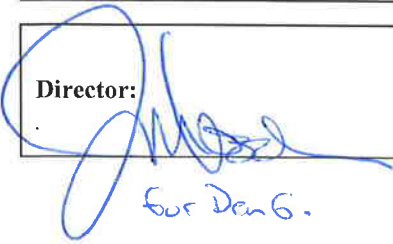
Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director: 
Mayor: Neil Johnson Jr.
Date Reviewed by City Attorney: (if applicable): _____

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2012, by and between the City of Bonney Lake ("City") and Cascade Right-of-Way Services, Inc. ("Consultant").

The parties hereby agree as follows:

- 1. Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- 2. Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
- 3. Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

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

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

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

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

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

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility

for employment. The consultant shall include a provision substantially the same as this section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the

City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

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

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

12. **Indemnification / Hold Harmless**

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

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

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By: _____
Cascade Right-of-Way Services, Inc.

Attachments:

- Exhibit A: Scope of Work/Deliverables/Fee
- Exhibit B: Rates

EXHIBIT A: SCOPE OF WORK

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

SR 410 – Main Street Improvements Right-of-Way Services January 10, 2012

The City of Bonney Lake is in the process of designing improvements to the above named project. The proposed improvements require the valuation and negotiation of property interests for up to three (3) parcels specifically identified as Pierce County Assessor's Parcel Nos. 5640001774, 5640001760 and 5640001742.

Process

Cascade Right-of-Way Services, Inc. (hereinafter known as CONSULTANT) will provide right-of-way acquisition, appraisal, and review appraisal services for the above stated property interests using procedures specified herein and in accordance with the Washington State Department of Transportation (WSDOT) *Right-of-Way Manual* and *Local Agency Guidelines*, which by this reference are made a part of this Agreement.

The CONSULTANT will contract with an appraiser and a review appraiser listed on the latest WSDOT Fee Appraiser List for appraisal and appraisal review services.

The CONSULTANT will contact property owners, advise them of the process, assemble negotiation packages, and schedule appointments. The CONSULTANT will supply all necessary transfer documents using city forms (excluding legal descriptions which will be provided by the CITY). The CONSULTANT will manage the documents, obtain signatures, and submit them to the CITY for approval.

Upon reaching a mutually acceptable agreement, the CONSULTANT will then coordinate with an Escrow and Title Company to clear any necessary title encumbrances and close the transactions.

The CONSULTANT will provide the following:

- 140.1 Valuation of Proposed Acquisition Areas**
- a) The CONSULTANT will contract with a WSDOT-approved appraiser for valuation services. The appraiser will prepare summary narrative appraisal reports where appropriate. It is assumed the project will require three (3) summary narrative appraisals for the proposed acquisitions.
 - b) The CONSULTANT will perform appraisal functions to the limit of the authority set forth in the title reports, project maps, determination of fair market value, and the manuals noted above. Each appraisal will be reported in accordance with the Code of Professional Ethics and subject to the requirements of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP). Compliance with the State of Washington certification requirements will be met by all appraisers and review appraisers assigned to this project.

140.2) Appraisal Review

The CONSULTANT will contract with a WSDOT-approved review appraiser for appraisal review services. Upon completion of the review appraisal(s), they will be submitted to the CITY for review and approval. Upon approval, the CONSULTANT will begin negotiations. It is assumed there will be three (3) review appraisal(s) for this project.

140.3) Negotiations

The CONSULTANT will assemble negotiation packages, contact property owners to schedule an appointment to begin negotiations, and advise them of the process. Absentee owners will be contacted and negotiations conducted by telephone. The CONSULTANT will notify the CITY of those owners with whom contact could not be made and request direction on how to proceed.

The CONSULTANT will assure that negotiations are performed only to the limit of authority delineated by the title reports, project maps, determined fair market value, procedures manual, acquisition schedule, or written instructions issued by the CITY.

The CONSULTANT will work such days and hours as may be necessary to meet with interested property owners that may not be available during regular working days or hours.

The CONSULTANT will provide a diary with all negotiation packages submitted to the CITY. The diary information will include, at a minimum, the time, place, amount of offer, to whom the offer was made, parties present, and owner response.

At the first negotiation meeting or phone conversation with each property owner or their agent, the CONSULTANT will explain the purpose and need for the project, identify what is needed from each owner's property for the project, attempt to receive a commitment from the owner to accept the CITY'S offer, and make record of all information needed to prepare closing documents.

The CONSULTANT will assure that up to three negotiation contacts are made with each interested party (owner or owner's agent) in order to acquire valid title to the needed property rights as shown on the project map or as instructed in writing by the CITY. Any additional personal contact with the owner or their representative will be negotiated as extra work.

Following a successful negotiation, all closing documents will be presented to the owner for signature. When all documents are signed, the CONSULTANT will deliver them to the CITY for review and signing and then coordinate the closing with an escrow company approved by the CITY. The CITY will pay for all recording fees, title reports, and typical closing costs. Should any documents require revisions or if the terms are found unacceptable to the CITY, the CITY will make clear the appropriate revisions required for re-negotiations.

140.4) Closing Coordination

It is assumed the CITY will contract directly with the escrow company for closing. When the CITY receives acceptable documents from the CONSULTANT, they will be signed by the CITY and forwarded to the title/escrow company for processing, recording and closing. The escrow company will be responsible for the preparation and receipt of all signatures for all documents such as Waivers of Compensation, Requests for Partial Re-conveyance, and satisfaction of all liens and encumbrances for each parcel.

In the event the escrow company needs additional information from property sellers, the CONSULTANT will assist the title company in obtaining the needed information. As each transaction is closed, the escrow company will then record all documents and return originals to the CITY.

140.5) Preparation of Documents

The CONSULTANT will prepare and provide First Offer Letters, Request for Taxpayer Identification Number and Certification documents (W-9), Real Property Vouchers, Real Estate Tax Affidavits, and Deeds. The CITY will provide in electronic format legal descriptions and parcel exhibits. The CONSULTANT will also prepare the Right-of-Way Diaries for documentation of individual parcel contacts.

140.6) Temporary Construction Permits

The CONSULTANT will prepare and attempt to secure signatures on Temporary Construction Permits (TCP's) for up to (three) 3 parcels where acquisitions are involved. Said permits will be completed in a format provided by the CITY. It is assumed no compensation will be paid for said Temporary Construction Permits as they are for the mutual benefit of the landowners and the City.

140.7) Progress Reports/Invoicing

Included in this task is time for completing monthly progress reports and preparing invoices.

140.8) Valuation Services

To be provided by Appraisal Solutions Northwest, Inc.

140.9) Review Appraisal Services

To be provided by the Granger Company.

Condemnation

If the CONSULTANT does not reach a successful agreement with the owner(s), the documents will be referred to the CITY. The CITY will then decide on the next step with any unsuccessful negotiations. The CITY may wish to proceed with condemnation. Condemnation proceedings are the responsibility of the CITY, unless the CONSULTANT is authorized to assist in the condemnation process by a supplement to the Contract. The preparation, negotiation and execution of Possession & Use Agreements are considered a part of the condemnation process.

Direct expenses associated with limited liability guarantees, title reports, title insurance, escrow fees, other closing costs and payments to property owners will be the responsibility of the CITY.

Relocation

It is assumed that no relocation will be required for this project.

If relocations are found to be necessary and the CITY wishes to have the CONSULTANT assist in the relocation process, that work will be negotiated and added by supplemental agreement.

Survey

The CITY will stake the proposed right-of-way and easement lines with nails, lath or paint at intervals sufficient to provide inter-visibility.

End Scope of Work

EXHIBIT B: RATES

**Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule**

NEGOTIATED HOURLY RATE (NHR):					
<u>Classification</u>	<u>Man Hours</u>	<u>X</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
RIGHT OF WAY AGENT	123	X	\$85.00	=	\$10,455.00
Total Hours =	123				Total NHR = \$10,455.00
REIMBURSABLES:					
MILEAGE @	550	X	0.50	=	\$275.00
Postage Expenses				=	\$40.00
			SUB TOTAL		\$315.00
SUBCONSULTANT COST:					
Appraisal Solutions Northwest @	\$11,700.00	X	1.10	=	\$12,870.00
The Granger Company @	\$2,400.00	X	1.10	=	\$2,640.00
			SUB TOTAL		\$15,510.00
MANAGEMENT RESERVE FUND					
Management Reserve			\$0.00	=	\$0.00
TOTAL				=	\$26,280.00

**Consultant Fee Determination – Man-Hour Sheet
(Specific Rates of Pay)
Fee Schedule**

PROJECT NAME: CITY OF BONNEY LAKE SR410 – MAIN STREET IMPROVEMENTS		RIGHT OF WAY AGENT
TASK #		
140.1	Valuation Coordination	
	Coordinate with appraisal sub	3
140.2	Appraisal Review Coordination	
	Coordinate with review appraiser	2
140.3	Negotiations	
	Assemble packages	13
	Negotiations	45
	Follow up and documentation of contacts	6
	Reconveyance Coordination	9
140.4	Closing Coordination	
	Coordination with Escrow	12
140.5	Preparation of Acquisition Documents	
	Preparation and management	18
140.6	Temporary Construction Permits	
	Preparation	12
140.7	Progress Reports/Invoicing	
	Preparation and submittal	3
140.8	Valuations	
	To be performed by Appraisal Solutions Northwest, Inc.	
140.9	Review Appraisals	
	To be performed by the Granger Company	
	HOURS PER DISCIPLINE	123

RESOLUTION NO. 2183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE PROFESSIONAL SERVICES AGREEMENT TO CASCADE RIGHT OF WAY SERVICES, LLC FOR RIGHT OF WAY ACQUISITION WITHIN THE MAIN STREET INTERSECTION IMPROVEMENTS PROJECT LIMITS.

WHEREAS, the City Council approved the design contract for the Main Street and SR 410 Intersection Improvements Project by Resolution 2162 on October, 25, 2011; and

WHEREAS, the design has identified several partial property acquisitions required to construct the improvements proposed in the design; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to approve the contract to Cascade Right of Way Services, LLC for the sum not to exceed \$26,280 for the valuation and negotiation to purchase the required land to construct the SR 410 – Main Street Intersection Improvements.

PASSED and adopted by the City Council this 14th day of February 2012.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

