

CITY COUNCIL MEETING

July 27, 2010
7:00 p.m.

AGENDA



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

SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: *If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address items appearing on the "Consent Agenda" should do so during the "Citizen Comments" portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before taking action. Please look for the speaker sign-up sheets near the Council Chamber doorway. (See Item II B. for Citizen Comments on other items of City business.)*

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

I. CALL TO ORDER

A. Flag Salute

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember Jim Rackley.

Expected Staff Members: City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director/City Clerk Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

3. Presentations:

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:

1. **Public Hearing: AB10-122 - Resolution 2056** - Proposed 6 - Year Transportation Improvement Program (2011 - 2015) on July 27, 2010.

B. Citizen Comments:

You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the "Consent Agenda" should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.

C. Correspondence:

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee

B. Community Development Committee

C. Public Safety Committee

D. Other Reports

IV. CONSENT AGENDA:

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

13-25

A. **Approval of Minutes:** July 6, 2010 Workshop and July 13, 2010 Meeting minutes.

B. **Accounts Payable Checks/Vouchers:** #59043 thru 59071 (including wire transfer # 7122010) in the amount of \$437,944.66; Accounts Payable checks/vouchers #59072 for a utility refund that a bank paid to the City in error in the amount of \$236.87; Accounts Payable checks/vouchers #59073 in the amount of \$250.00; Accounts Payable checks/vouchers #59074 in the amount of \$40.02 for a utility refund; and Accounts Payable checks/vouchers #59075 thru 59129 (including wire transfer #'s 6132577, 7162010 and 20100716) in the amount of \$431,969.84.

C. **Approval of Payroll:** Payroll for July 1-15, 2010 for checks 29143-29178 including Direct Deposits and Electronic Transfers in the amount of \$411,467.28.

27-29

D. **AB10-130 - Ordinance D10-130** - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 15.04.020(E) Of The Bonney Lake Municipal Code And Ordinance No. 1358, Relating To Adoption Of The International Fire Code.

31-35

E. **AB10-105 - Resolution 2047** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Netversant To Recable The Public Safety Building (Police Department Side) With Category Six Network Cabling For \$9,652.07.

37-41

F. **AB10-106 - Resolution 2048** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With

Page

Netversant To Install Category Six Network And Cable TV Cableing In The Interim Justice Center For \$12,288.20.

- 43-78 G. **AB10-118 - Resolution 2053** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Accept A Resource Conservation Manager Grant Through The Washington State Department Of Commerce And Washington State University Extension Program.
- 79-96 H. **AB10-119 - Resolution 2054** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Accept A Resource Conservation Manager Services Grant Through Puget Sound Energy.
- 97-119 I. **AB10-120 - Resolution 2055** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Award A Contract For Resource Conservation Services To Sound Environmental Consulting.
- 121-124 J. **AB10-124 - Resolution 2057** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, WA Authorizing City Administration To Develop And Implement Internal Procedures Covering The Acceptance Of Credit/Debit Card Payment Solutions And Selecting Authorized Providers Of Those Services Pursuant To RCW 39.58.750.
- 125-134 K. **AB10-116** – Motion to Accept as Complete the SR167 to Valley Avenue Sewer Trunk Line Improvement Project
- 135 L. **AB10-127** - A Motion of the Bonney Lake City Council Canceling the August 3, 2010 Regular Council Workshop.

V. FINANCE COMMITTEE ISSUES:

- 137-138 A. **AB10-131 - Resolution 2061** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Purchase A Used Paving Compactor From NC Machinery For \$33,626.15.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- 139-168 A. **AB10-128 – Resolution 2060** – Approve Contract with GeoEngineers for Archaeological Survey and Monitoring Contract for the Eastown Lift Station Site

VII. PUBLIC SAFETY COMMITTEE ISSUES:

VIII. FULL COUNCIL ISSUES:

- 169-196 A. **AB10-112 – Resolution 2050** - A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Declaring A Proposed Annexation To Be In The Best Interest And General Welfare Of The City And Calling For An Election In The Territory Proposed For Annexation.
- 197-202 B. **AB10-113 – Resolution 2051** - A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Stating Its Intent To Plan For Public Safety And Other Staffing Needs In Anticipation Of The Annexation Of Certain Portions Of The CUGA, As Contained In Resolution No. 2050.

IX. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s)

and the session duration will be announced prior to the executive session.

X. ADJOURNMENT

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

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-122
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2056	<u>Councilmember Sponsor:</u> James Rackley

Agenda Subject: City of Bonney Lake 6-Year Transportation Improvements Program (2011 - 2016)

Proposed Motion: Conduct a Public Hearing for the 6-Year Transportation Improvements Program (2011 - 2016)

Administrative Recommendation:

Background Summary: On the July 13, 2010 Council Meeting the Council approved AB10-121 to conduct a Public Hearing for the 6 - Year Transportation Program. RCW requires an annual public hearing for any updates to the local 6 Year Transportation Improvement Program (TIP) in order to be eligible for most grant funding. The City Council will conduct a Public Hearing on July 27, 2010.

Attachments: 6-Year Transportation Improvements Program (2011 - 2016), Resolution 2056

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
N/A			
Budget Explanation:			

<u>COMMITTEE/BOARD REVIEW:</u>	
Subcommittee Review Date:	Community Development Committee - 19 Jul 2010
Commission/Board Review Date:	-
Hearing Examiner Date:	

<u>COUNCIL ACTION:</u>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled To Date:

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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**City of Bonney Lake, Washington
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Workshop Date(s):	Public Hearing Date(s):
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Signatures:	
Director Authorization 	Date City Attorney Reviewed

CITY OF BONNEY LAKE

Public Works Department

Six Year Transportation Improvement Program (2011-2016)

List project categories

Category A – Intersection Improvements (\$4,350,000)

Traffic signalization and channelization improvements at intersections. To be funded by city TIF/REET/Gas Tax/COR funds, WSDOT, federal or state grant funding, and/or developer mitigation.

Category B - Arterial Roadway Major Improvements (\$12,690,000)

Major roadway improvements, for Collector and Minor Arterial Classified roadways including right of way acquisition when required. To be funded by city TIF/REET/Gas Tax/COR funds, state or federal grant/loan funding, developer mitigation, and/or WSDOT participation. Projects often combine improvements for environmental compliance, storm drainage, domestic water and sanitary sewer system extensions, roadway widening, bridge, curb, gutter, sidewalks, traffic signalization, lane channelization, street lighting, landscaping, street trees, etc. Also included will be a community involvement element.

The project phases are as follows:

- Pre-Design/Planning by city or city consultant
- Environmental Permitting by city or city consultant
- Right-of-Way acquisition by the city.
- Design that produces construction plans and specifications by city consultants
- Advertise and Award construction project by the city
- Construction by contractor
- Construction Management
- Project Completion, Closeout, and Acceptance

Category C - Road Reconstruction, Overlay, Chip Seal, Sidewalk (\$6,629,000)

Roadway maintenance and/or reconstruction of existing pavement with minor drainage, shoulder improvements, signing and channelization, and new sidewalks. Project funded by city, state/federal grant funds, and potential developer mitigation.

Category D - Transportation Studies (\$90,000)

Transportation or traffic studies including computer traffic modeling and Comprehensive Plan Sub Area Planning to be funded by city and performed by consultants.

Category E - Trail Projects (\$2,631,100)

Non-motorized transportation facilities including walking trails, bicycle routes, and sidewalk facilities to the enhance pedestrian and bicycle safety and mobility.

Six Year Transportation Improvement Program

Category "A" – Intersection Improvements

Year	Project description	Funding Source	Estimated Cost
2011	No Category "A" projects scheduled.		
2012			
A - 1	SR 410 at 214th Ave E (signal upgrade and additional left turn lanes on SR 410)	Dev/TIF/WSDOT	\$ 750,000
2013			
A - 2	SR 410 at Sumner-Buckley HWY (Phase 2) (signal upgrade and additional turn lanes with project B-3)	Dev/TIF	\$ 750,000
A - 3	SR 410 at 225 th Avenue E (new signal and additional turn lanes)	Developer	\$ 750,000
2014			
A - 4	Sumner-Buckley HWY at Angeline Rd E (new signal and additional turn lanes)	Dev/TIF	\$ 520,000
A - 5	199 th Ave at 109 th Street E (new signal and additional turn lanes; Entrance to BLHS and Mountain View Middle School)	Developer	\$ 250,000
2015			
A - 6	SR 410 at Main St E (signal upgrade and additional turn lanes)	Dev/TIF	\$ 750,000
2016			
A - 7	Church Lake Rd at West Tapps HWY E (new signal and additional turn lanes)	Dev/TIF	\$ 580,000
Category "A" Total			<u>\$ 4,350,000</u>

Six Year Transportation Improvement Program

Category "B" Arterial Roadway Major Improvements

Year	Project description	Funding Source	Estimated Cost
2011			
	No projects in Category "B" proposed due to lack of funding		
2012			
B – 1	SR 410 at 214th Ave E (add turn lanes, stormwater, curb, gutter , sidewalk along SR 410)	Dev/TIF	\$2,450,000
B – 2	214 th Ave. E from 96th St. E to 101st St E (widen to 5 lanes, stormwater, curb, gutter , sidewalk)	Dev/TIF	\$1,700,000
2013			
B – 3	SR 410 at S-B HWY to 182 nd Ave E (Phase 2 - additional turn lanes on SR 410 and widen to 5 lanes on OSB Hwy with project A-3)	Dev/TIF/Grant	\$2,850,000
B – 4	103rd Street E – ROW and Emerg. Connect (Emergency connection used only when 192nd Ave E is impassible due to inclement weather.)	TIF	\$250,000
2014			
B – 5	Angeline Rd & Pan. Blvd to Rhodes Lk Rd (widen to 3 lanes w/Curb Gutter Sidewalk)	TIF/Dev/City	\$2,320,000
2015			
B – 6	192 nd Ave Connection Phase 1-B - ROW (101 st St E to 103 rd St E)	TIF/City/SDC/Loan	\$1,120,000
2016			
B – 7	Main St E Improvements (Phase 2 from 89 th Street E to SR 410)	City/Dev	\$2,000,000
Category "B" Total			<u>\$12,690,000</u>

Six Year Transportation Improvement Program

Category "C" Roadway reconstruction, asphalt overlay, or chip seal

Year	Project description	Funding Source	Estimated Cost
2011			
	Street Reconstruction Program	City	\$290,000
	Overlay Program	City	\$242,000
	Chip Seal Program (Seven Miles)	City	\$225,000
	Sidewalk Improvements	City	\$120,000
2012			
	Street Reconstruction Program	City	\$319,000
	Overlay Program	City	\$266,000
	Chip Seal Program (Seven Miles)	City	\$235,000
	Sidewalk Improvements	City	\$133,000
2013			
	Street Reconstruction Program	City	\$351,000
	Overlay Program	City	\$292,000
	Chip Seal Program (Seven Miles)	City	\$245,000
	Sidewalk Improvements	City	\$146,000
2014			
	Street Reconstruction Program	City	\$386,000
	Overlay Program	City	\$321,000
	Chip Seal Program (Seven Miles)	City	\$269,000
	Sidewalk Improvements	City	\$161,000
2015			
	Street Reconstruction Program	City	\$425,000
	Overlay Program	City	\$353,000
	Chip Seal Program (Seven Miles)	City	\$296,000
	Sidewalk Improvements	City	\$177,000
2016			
	Street Reconstruction Program	City	\$468,000
	Overlay Program	City	\$388,000
	Chip Seal Program (Seven Miles)	City	\$326,000
	Sidewalk Improvements	City	\$195,000
Category "C" Total			<u>\$ 6,629,000</u>

Six Year Transportation Improvement Program

Category "D" Transportation Studies

Year	Project description	Funding Source	Estimated Cost
2011	Update City Transportation Plan (update City wide demographics, traffic counts, and Traffic Model)	City	\$90,000
Category "D" Total			<u>\$90,000</u>

Category "E" Trail Projects

Year	Project description	Funding Source	Estimated Cost
2011	SR 410 Pedestrian Corridor (sidewalk from 198th Ave E to 208th Ave E on north side)	Grant/City	\$1,131,000
2014	SR 410 Pedestrian Corridor (sidewalk from Main Street to 192nd Ave E on north side)	Grant/City	\$1,700,000
Category "E" Total			<u>\$2,631,100</u>

TOTAL PROGRAM COST **\$26,390,100**

RESOLUTION NO. 2056

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, ADOPTING A SIX-YEAR
TRANSPORTATION IMPROVEMENT PLAN (2011-2016).**

Whereas, City officials are directed by RCW 35.77.010 to adopt a 6-Year Street Transportation Plan; and

Whereas, such a plan was prepared and submitted to the Mayor and City Council;
and

Whereas, a public hearing was held on July 27, 2010 with subsequent Council discussion and direction.

Now therefore, be it resolved;

by the City Council of the City of Bonney Lake, Pierce County, that the Six-Year Street Transportation Improvement Plan for the years 2011-2016 be approved as a guide for the improvement of the streets of the City of Bonney Lake.

PASSED and adopted by the City Council this 10th day of August 2010.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

CITY COUNCIL WORKSHOP

**July 6, 2010
5:30 p.m.**

MINUTES



“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

Audio Time Stamp ↓

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

I. Call to Order: Deputy Mayor Dan Swatman called the workshop to order at 5:30 p.m.

II. Roll Call: [A1.3]

Records & Information Specialist Susan Duis called the roll. In addition to Deputy Mayor Swatman, elected officials attending were Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Randy McKibbin, and Councilmember James Rackley. Mayor Neil Johnson, Jr. and Councilmember Donn Lewis were absent.

Councilmember Hamilton moved to excuse Councilmember Lewis from the workshop. Councilmember Carter seconded the motion.

Motion approved 6 – 0.

[Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Community Development Director John Vodopich, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Services Director Gary Leaf, City Attorney Jim Dionne, and Records & Information Specialist Susan Duis.]

III. Agenda Items:

5:31:33

A. Council Open Discussion:

Upcoming Events: Councilmember Carter said the 2010 Relay for Life event is on July 30 and 31, 2010, and donations are welcome. National Night Out is on August 3rd with events at two local parks. She said volunteers are needed and she suggested the Council cancel its Workshop that night. Chief Mitchell said the event starts at Ken Simmons Park with root beer floats and activities, then a caravan of police and fire trucks will drive to Cedarview Park for a BBQ and more activities.

Lake Bonney Boat Launch: Councilmember Carter said the Lake Bonney Conservation Association told her that people are parking their vehicles at the end of the boat ramp. They asked if the City can post signs that parking is not allowed by the water to prevent harmful chemicals from running off into the lake. Director Leaf said the Lake Bonney boat launch is managed by the Department of Fish & Wildlife and he will ask them if they are willing to post signs.

AWC Conference: Councilmember Carter said the AWC Conference was a great event, and she particularly enjoyed the walking tours of Vancouver, Washington, and discussions on supermarkets and parks. Councilmember Rackley asked Director Grigsby to do research on ways to make the City more walkable, including zero-height curbs, using tiles or cobblestones instead of paint on roadways, etc., as was

demonstrated in Vancouver. Councilmember Carter said she and Councilmember Decker received Municipal Leaders certificates at the conference as well. Deputy Mayor Swatman said he attended discussions on Transportation Benefit Districts and Metropolitan Parks Districts. He encouraged Councilmembers to review the information Councilmember Carter provided about supermarkets.

Heritage Trees: Councilmember Carter asked about information she received about preserving historic trees. Director Leaf said the current Municipal Code does not include specific criteria for selecting heritage trees, and he is doing research on how other cities and agencies evaluate possible heritage trees. He said policies usually give a lot of leeway to determine the definition of historic trees. He said the Council may want to consider adding an environmental element to the existing code.

Building & Fire Code: Deputy Mayor Swatman said staff members are working on modifications to the recently approved building and fire codes (Ordinances 1353 and 1354) which will be on the July 13, 2010 Meeting agenda.

Midtown Plan: Deputy Mayor Swatman thanked Councilmembers Carter and McKibbin for working on a draft Midtown Plan, which he feels is very important.

Boat Launch: Councilmember Hamilton asked for updates on a recent incident at the Allan Yorke Park boat launch bollards. Director Leaf said the City replaced sensors in the asphalt last year after the bollards malfunctioned, but the bollards failed again in the last week of June causing injuries and damage to a boat trailer and vehicle. He said the bollards were disabled and will remain down while the situation is reviewed. He said the City is working with its insurance agent to review the incident and history of the bollard system repairs and issues.

Councilmembers discussed the reason for having boat launch fees and alternatives to the bollard system. Director Leaf said in the past, staff members were assigned to collect fees in cash at the boat launch. This led to concerns about costs, security issues, customer complaints, and issues raised by the State Auditor. He said the City would need to assign two full-time staff to work at the launch. Councilmember Hamilton said he has heard from residents who dislike the bollards and fees and believe it is a money-making venture for the City.

City Administrator Morrison said staff have discussed various options and are considering assigning a staff person to collect fees at the launch, either through credit card payments or invoices. Councilmember Rackley said launch fees help reduce over-use of the launch and crowding on the lake. Councilmember Carter suggested this issue be discussed at the next boating advisory committee meeting. Chief Financial Officer Juarez said he will provide information on boat launch revenues and expenses for review at the next Finance Committee meeting as well.

5:58:42

- B. **Review of Council Minutes:** June 15, 2010 Workshop Draft Minutes and June 22, 2010 Meeting Draft Minutes.

Councilmember Carter noted a typographical error on the June 15, 2010 minutes, p. 6, correcting from 266th Ave E to 226th Ave E. The minutes were forwarded to the July 13, 2010 Meeting for action with this correction.

5:59:28

- C. **Discussion:** AB10-112 – Resolution 2050 – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Declaring A Proposed Annexation To Be In The Best Interest And General Welfare Of The City And Calling For An Election In The Territory Proposed For Annexation.

City Administrator Morrison summarized the proposed resolution. He noted that wording about assuming a bonded indebtedness may not be needed since this will not be an issue after 2011 when the Public Safety Building bond is paid off. Deputy Mayor Swatman supported removing this language from the proposed resolution. The City Administrator said if the annexation is approved by election, the City will submit a variety of documents to the County for review with more detailed information on utilities and other services. City Administrator Morrison said the draft resolution includes all three annexation sub-areas together.

Deputy Mayor Swatman spoke in favor of annexing all there sub-areas. H said the proposed annexation areas are already urbanized and residents expect the level of service the City can provide. He said he feels the City has quality staff who can provide these services after annexation, and the election process gives residents a chance to vote on whether or not to annex.

Councilmember Carter said annexation could increase the City's population by over 7,000 people, and a larger population could increase funding resources and give the City more influence in regional issues. Councilmember Hamilton expressed concern that annexation will negatively impact buildable lands statistics and the City's options to acquire the Corliss property in the middle of the City, outside the CUGA. Deputy Mayor Swatman said the City is working on options to acquire the property and he does not think annexation will have a negative impact on this process. Councilmember McKibbin said that although annexation may cause difficulties in the short-term, he feels it is worthwhile.

Councilmember Hamilton expressed concern that increasing the City's population will negatively affect staff and set back existing projects. He spoke in favor of moving forward with annexation of sub-area 1 only, and waiting to annex sub-areas 2 and 3 at a later date. Deputy Mayor Swatman said that until all these areas are annexed, the City cannot control development and does not receive revenues from any development. Councilmember Rackley said an annexation election would likely occur in February 2011, and afterwards the City will have nearly a year to prepare before the annexation goes into effect. City Administrator Morrison said in his past experience, it is easier to annex a complete area at one time rather than in stages. He said the proposed annexation areas are homogenous and he believes City staff will have adequate time to plan for providing services.

City Administrator Morrison next described the public process. He said the Council can hold a public hearing before acting on the proposed resolution, though it is not required. If the Council approves the annexation resolution, the City will submit a Notice of Intent to the County, which will then hold their own public hearing and decide whether to accept the annexation boundaries or reduce them. After that, the election will be scheduled and later held, and if the annexation measure is approved, the area would be annexed on a specific date.

Councilmember Hamilton said the City needs to provide complete information to residents in the proposed annexation areas, and recommended the Council hold a public hearing and informational meetings for residents. Councilmember Carter spoke in favor of moving forward with annexation of all three areas at the same time and holding a public hearing.

City Administrator Morrison recommended that the Council consider zoning in the annexation areas during the pre-annexation process, rather than waiting until after the annexation is complete. He said this allows residents to know how their property will be zoned before they vote on annexation. He said the Council can choose to adopt existing County zoning, hold a pre-zoning process, or annex all areas at the lowest zoning at first and determine zoning later on.

Council consensus was to set a public hearing regarding proposed Resolution 2050 on July 13, 2010 at 7:00 p.m., during the regularly scheduled City Council Meeting.

6:39:34

- D. **Discussion:** AB10-113 – Resolution 2051 – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Stating Its Intent To Plan For Public Safety And Other Staffing Needs In Anticipation Of The Annexation Of Certain Portions Of The CUGA, As Contained In Resolution No. 2050.

City Administrator Morrison provided an overview of the resolution, which includes rough estimates for minimum staffing needs, equipment costs, and revenues related to annexation. He said based on his research, the revenues gained in annexed areas should cover the costs of minimum staffing increases. Deputy Mayor Swatman said if the areas are not annexed and the economy does not improve, the City will need to make significant staff cuts in the future. He said annexation will actually benefit current staff by maintaining staff levels, providing new positions, and increasing revenues. Councilmember Rackley said the plans for annexation should not come as a surprise to department heads, who have known for years that the Council planned to expand the City's size. Councilmember Decker asked whether the Council should discuss staffing issues in executive session. City Attorney Dionne said as written, the proposed resolution is not subject to collective bargaining and therefore does not need to be discussed in executive session.

Councilmember Carter asked about police staffing increases in annexed areas. City Administrator Morrison said the proposed staffing rates are based on the current volume of service calls, which may increase slightly after annexation. Councilmember Hamilton said public safety is the main reason people want to annex into the City, and he feels it is important to maintain the same level of staffing based on population. City Administrator Morrison said that while many cities used total population to determine staffing levels, most have moved to basing staff levels on calls for service data, which is more accurate and takes into account other factors. He said the model used in this staffing plan sets aside about one-third of an officer's time for self-initiated activity after calls for service are handled. Chief Mitchell said he is comfortable with the draft staffing plan for the Police Department, and feels it offers a good starting point and outline for serving the annexed areas. City Administrator Morrison said if annexation moves forward, a detailed staffing plan would be incorporated with a mid-biennial budget amendment for 2012, which gives staff plenty of time to refine the plan.

Councilmember Hamilton asked how long it will take until the City receives tax revenues from annexed areas. City Administrator Morrison said it depends on the timing of the election, but if the process moves forward with a February 2011 election, the City might see revenues from the annexed areas by May 2012. He said there is not a large up-front cost to annexation and the City can set aside funds for the initial months after annexation to bridge the gap.

At 7:11 p.m. Councilmember Rackley moved for a ten-minute break. Councilmember Carter seconded the motion.

Motion approved 7 – 0.

Deputy Mayor Swatman reconvened the Workshop reconvened at 7:23 p.m.

7:23:36

- E. **Discussion:** AB10-111 - Ordinance 10-111 - An Ordinance of the City of Bonney Lake, Pierce County, Washington, Updating R-2 and R-3 Zoning.

Director Vodopich said R-3 zoning changes are based on recommendations from the Pierce County buildable lands report, and R-2 zoning changes were recommended by the Planning Commission. The Commission noticed that the code was not internally consistent, with R-2 zoning criteria based on lot size rather than density like other zones. He confirmed that the zoning changes would only apply to new developments.

Councilmember Rackley spoke in support of the proposed ordinance. Deputy Mayor Swatman said few areas in the City are zoned R-2 currently, and some of those do not currently have sewer service. He asked about the requirement to leave 40% of a lot with pervious surfaces, which Director Vodopich said is consistent with other portions of the zoning code. Councilmembers discussed the issues related to buildable lands, future development, and the need to increase densities in the urban center.

Deputy Mayor Swatman suggested removing the 40 foot minimum lot width in the R-2 zone, and removing the maximum density of 20 units per acre in the R-3 zone. He suggested that Section 18.18.050 (F) be revised to: “Minimum setback to a single-family residential zone: 10 feet ~~from~~ in addition to any required landscape buffer” to clarify the intent that the setback is in addition to, not including, the required landscape buffers. Councilmembers supported the amendments and the item was forwarded to the July 13, 2010 Meeting by Council consensus.

7:51:59

- F. **Discussion:** Transportation Impact Fee - A Disincentive to Economic Recovery?

Councilmember Rackley moved to table discussion to the next workshop. Councilmember McKibbin seconded the motion.

Motion approved 6 – 0.

IV. Executive Session: None.

7:52:02

V. Adjournment:

At 7:52 p.m. Councilmember Rackley moved to adjourn the workshop. Councilmember Carter seconded the motion.

Motion approved 6 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to the Council at the July 6, 2010 Council Workshop: None.

CITY COUNCIL MEETING

**July 13, 2010
7:00 P.M.**

MINUTES



"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

Audio Time
Stamp ↓

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

I. CALL TO ORDER – Deputy Mayor Dan Swatman called the meeting to order at 7:00 p.m.

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

B. Roll Call:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Deputy Mayor Swatman, elected officials attending were Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember Jim Rackley. Mayor Neil Johnson, Jr. was absent.

[Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Chief Financial Officer Al Juarez, Community Development Director John Vodopich, Community Services Director Gary Leaf, Building Official Jerry Hight, City Attorney Jim Dionne, Administrative Services Director/City Clerk Harwood Edvalson and Records & Information Specialist Susan Duis.]

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:

a. **Administration of Oath of Office:** Community Service and Reserve Officers.

Judge Ron Heslop administered the oath of office to Officers Kristine Yanez, Ryan Harberts, and Lance Panush. The Council congratulated the officers on their achievement.

3. Presentations: None.

D. Agenda Modifications: None.

7:04:19

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:

1. **Public Hearing:** AB10-112 – Resolution 2050 – Annexation of a Portion of the CUGA.

Deputy Mayor Swatman opened the hearing at 7:05 p.m.

Blaine Wesner, 20609 Bonanza Dr E, Bonney Lake, spoke in favor of annexation. He said he looks forward to being able to vote on local issues and improved police response times. He said annexation provides the City with a wider tax base and opportunities to add to park spaces, such as Ponderosa Park. He thanked the Council and said he hopes they will approve the resolution.

Brad Doll, 20212 101st St E, Bonney Lake, is president of the Ponderosa Estates HOA, located south of S Prairie Rd across from the WSU Forest. He said residents have been interested in annexation for several years. They want improved police and code enforcement services and a voice in local issues. He said the HOA is interested in deeding their 4-acre park to the City, similar to the agreement that made Cedarview Park a public park. He said his fellow residents already feel like part of the City, as they participate in activities and shopping in town. He said he hopes the Council will move forward with annexation.

Robert Tansey, 19617 94th St E, Bonney Lake, said he does not support annexation because he does not feel the City adequately serves existing Bonney Lake citizens. He said his neighborhood was recently rezoned to R-3, but the area is filled with single-family homes. He said he cannot sell his home due to the rezoning, and his property value is going down.

Bob Howard, 20618 108th St E, Bonney Lake, said he opposes annexation because he has concerns about plans to widen S Prairie Rd E and about another road that was recently improved. Director Grigsby said a lane will be added to S Prairie Rd at the WSU Medical Office Building site to accommodate a traffic signal, but there are no plans to widen other parts of the road at this time. Councilmember Rackley responded to Mr. Howard's concerns about the City's ability to take property by eminent domain, and said City residents have a better chance to be heard by the City Council as opposed to the County Council.

Shane Dahlman, 14410 215th Ave E, Bonney Lake, spoke against annexation. He said he owns property in the Cedarview area, which was recently rezoned to R-3. He said the area does not have sewer service and it is not feasible for single-family homeowners to develop sewer connections on their own. He said he is against annexation until the City provides sewer service in Cedarview.

Larry Duncan, 10606 202nd Ave E, Bonney Lake, lives in Ponderosa Estates and is undecided about annexation. He expressed concerns about improvements to roads and parking issues after annexation, though he would be happy to have improved police services the City provides. He said he did not receive any notices about the public hearing and had hoped more people would attend.

Councilmember Rackley said if the area was annexed the City would handle maintenance of public roads. Councilmember Hamilton asked how public notifications occur during the annexation process. City Administrator Morrison said the Council can continue the Public Hearing or offer information meetings and open houses to provide people with information on annexation and rezoning issues. He said residents can speak before the Council, attend open houses, speak before the Boundary Review Board, and eventually vote in the

election in 2011. Councilmember Hamilton said the City should host additional information meetings and invite all residents to attend.

Seeing no additional speakers, Deputy Mayor Swatman closed the public hearing at 7:22 p.m.

Deputy Mayor Swatman explained that the Council will consider Resolution 2050 at a future meeting. If the Council approves the resolution, he said the annexation would likely be included in the February 2011 election ballot.

B. Citizen Comments:

Jody Kerth, 18302 103rd St Ct E, Bonney Lake, urged the Council to ban fireworks in the City. He said fireworks use has become excessive, and on July 4th he had to call the police after a neighbor's fireworks landed on his roof. He said wind blew debris and sparks onto his property. He said he used to enjoy fireworks, but he now thinks the City should ban fireworks as other cities have done.

Deputy Mayor Swatman said he has asked several homeowner's associations to let the Council know how residents feel about fireworks laws. He noted that residents in neighborhoods with homes built close together may feel differently about fireworks issues than those in less developed areas or on the lake.

Debbie McDonald, P.O. Box 7125, Bonney Lake, thanked Councilmembers who attended and participated in the first annual Relay for Life Summer vs. Bonney Lake softball game, including Councilmembers Carter and Rackley and Mayor Johnson. Councilmember Rackley said the event was a lot of fun even though Bonney Lake's team did not win.

Larry Ingraham 18023 Hwy 99, Suite I, Lynwood, presented Councilmembers with a packet about economic stimulus via Council action. He said it is very difficult for developers to secure funding in the current economy. He asked the Council to review the informational he provided and to use it during their discussions on TIF fees and economic stimulus at the July 20, 2010 Workshop. He gave examples of properties whose values have decreased dramatically and instances where fee changes impacted project funding. He said high fees pose an impediment to development, and the City's rates are higher than the state average. Mr. Ingraham said his colleague, Raymond Frey, plans to attend the July 20th Workshop and can provide more information if the Council wishes. He asked the Council to contact him if they have additional questions. Councilmember Hamilton asked about the current lending market. Mr. Ingraham said the market has not improved and there is virtually no funding available for small businesses to build new buildings or start new projects.

Shane Leahy, 19616 94th St E, Bonney Lake, expressed concern about the Cedarview area. He said that without adequate sewer utilities, property owners cannot develop their own land and they are being left behind other parts of the City. He said the area rezone requires property owners to connect to City sewer before they can build a new home, but most people cannot afford to extend the sewer or build multi-family homes themselves. Deputy Mayor Swatman said Councilmember Carter is working on a draft Midtown Plan, which may help address some of these issues.

Robert Tansey, 19617 94th St E, Bonney Lake, said other lots in his neighborhood (Cedarview) are duplexes, but City staff told him he could not build a duplex on his property even though it is a larger lot. He said the City told him he would have to install a sewer connection in order to develop his land.

Shane Dahlman, 14410 215th Ave E, Bonney Lake, asked why the City is installing a sewer system in Easttown but not in the Cedarview neighborhood. He said it is difficult to get a developer interested in their land since there is no sewer service, and it would cost \$250,000 to install a sewer system. He said property owners cannot do anything with their vacant land, because they were required to remove mobile homes from their lots but now cannot build single-family homes.

- C. Correspondence: None.

7:47:52

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and forwarded the following items to the current agenda: Resolution 2044, Resolution 2052, Ordinance D10-115, Ordinance D10-117, and Ordinance D10-123. The committee forwarded the following items to the July 27th Meeting for action: Resolutions 2053, 2054 and 2055 (related to the Conservation Futures Grant Program), Resolution 2057 (amending Resolution 2012), and Resolutions 2047 and 2048 (for network cabling in the Interim Justice Center and Public Safety Building). The committee also received an update on the boat launch.
- B. Community Development Committee: The Committee's July 5th meeting was cancelled due to the Independence Day holiday and will meet next on July 19th.
- C. Public Safety Committee: The Committee's July 5th meeting was cancelled due to the Independence Day holiday and is scheduled to meet next on July 19th.
- D. Other Reports: None.

At 7:50 p.m., Councilmember Rackley moved to recess the meeting for 10 minutes. Councilmember Decker seconded the motion.

Motion approved 7 – 0.

Deputy Mayor Swatman brought the meeting back to order at 8:02 p.m.

8:02:31

IV. CONSENT AGENDA:

- A. **Approval of Minutes**: June 15, 2010 Workshop Minutes and June 22, 2010 Meeting Minutes.
- B. **Accounts Payable Checks/Vouchers**: Accounts Payable checks/vouchers #58881 thru 58936 (including wire transfer #'s 6044008, 6152010, 6172010) in the amount of \$2,034,245.38. Accounts Payable checks/vouchers #58937 thru 58975 (including

wire transfer #'s 6222010, 61720101) in the amount of \$53,051.76. Accounts Payable checks/vouchers #58976 thru 59015 in the amount of \$294,880.56. Accounts Payable checks/vouchers #59016 thru 59042 for utility refunds in the amount of \$2,717.39.

- C. **Approval of Payroll:** Payroll for June 16-30 2010 for checks **29097-29142** including Direct Deposits and Electronic Transfers in the amount of **\$624,464.81**.
- D. **AB10-108** - A Motion Of The Bonney Lake City Council To Accept As Complete The Downtown Improvements Project With Johansen Excavating, Inc.
- E. **AB10-109** - Motion Of The Bonney Lake City Council To Accept As Complete The Interlake Islands, W Tapps Hwy & 194th Ave E Water Main Project With A & A Excavating Inc.
- F. **AB10-121** – A Motion of the Bonney Lake City Council Setting a Public Hearing for 6-Year Transportation Improvements Program (2011 - 2016) on July 27, 2010 at 7:00 p.m.

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

Consent Agenda approved 7 – 0.

8:03:15

V. FINANCE COMMITTEE ISSUES:

- A. **AB10-99 - Resolution 2044** - A Resolution Of The City Council Of The City of Bonney Lake, Pierce County, Washington, Authorizing The City To Accept A \$10,000 2010 Community Forestry Grant From The Washington State Department Of Natural Resources.

Councilmember Decker moved to approve Resolution 2044. Councilmember Lewis seconded the motion.

Resolution 2044 approved 7 – 0.

- B. **AB10-114 – Resolution 2052** – A Resolution Of The City Council Of The City of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With KPG Consultants For Construction Services and Survey For The TWD Intertie S. Prairie Road E Waterline Project.

Councilmember Lewis moved to approve Resolution 2044. Councilmember Rackley seconded the motion.

Councilmember Rackley said this contract for survey services is separate from the previously awarded construction project. Deputy Mayor Swatman noted that Attachment B is incorrect and asked if this affects the cost of the agreement. Director Grigsby said the costs are accurate in the information provided.

Resolution 2052 approved 7 – 0.

- C. **AB10-117 – Ordinance 1357** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 15.16 Of The Bonney Lake Municipal Code And Ordinance Nos. 700, 711, 778, 826, 851, and 885, And Repealing Ordinance No. 1354, Relating To Adoption Of Revised Regulations Related To The Installation Of Automatic Fire Extinguishing Systems.

Councilmember Decker moved to approve Ordinance 1357. Councilmember Lewis seconded the motion.

Deputy Mayor Swatman explained that proposed Ordinances AB10-117, AB10-123 and AB10-115 clarify and correct the effective dates of recently approved Ordinances 1353 and 1354. Councilmember Hamilton said he plans to vote against these ordinances, based on the same reasons he gave at the previous meeting. He said the City of Sumner recently passed their building and fire code ordinances with the 5,000 square foot exemption left in place. He said sprinkler systems save lives but he does not feel the City should impose these requirements during the current economic downturn, and should instead phase the requirements in over time. He said property owners and developers in the potential annexation areas may oppose annexation due to the City's sprinkler requirements. Councilmember Rackley said the cost of a fire is far greater than the cost to install a sprinkler system.

**Ordinance 1357 approved 5 – 2.
Councilmembers Decker and
Hamilton voted no.**

- D. **AB10-123 – Ordinance 1358** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 15.04, 15.08, And 15.24 Of The Bonney Lake Municipal Code And Ordinance Nos. 700, 711, 778, 826, 851 And 885, And Repealing Ordinance No. 1353, Relating To Adoption Of Revised International Codes Of Building And Related Regulations.

Councilmember Rackley moved to approve Ordinance 1358. Councilmember Decker seconded the motion.

**Ordinance 1358 approved 6 – 1.
Councilmember Hamilton voted no.**

- E. **AB10-115 – Ordinance 1356** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 13.04 Of The Bonney Lake Municipal Code Relating To Adoption Of Revised Water Regulations To Implement Installation Of Residential Fire Sprinkler Systems.

Councilmember Rackley moved to approve Ordinance 1356. Councilmember Decker seconded the motion.

Deputy Mayor Swatman said the proposed ordinance clarifies substantial portions of the code and makes water rates reasonable for residents who have to install sprinkler systems in their new homes. He noted that the proposed ordinance was revised to reflect current base rates, which are calculated each year based on CCI and CPI

adjustments. He stressed that the proposed ordinance does not include a rate increase, but simply reflects the current rates that became effective in January 2010.

**Ordinance 1356 approved 5 – 1 – 1.
Councilmember Hamilton voted no.
Councilmember Decker abstained.**

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

8:16:13

VIII. FULL COUNCIL ISSUES:

- A. **AB10-111 – Ordinance 1355** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Updating R-2 And R-3 Zoning.

Councilmember Lewis moved to approve Ordinance 1355. Councilmember Decker seconded the motion.

Director Vodopich explained that the proposed ordinance brings criteria for R-2 zones in line with the other zoning areas in the municipal code, which used density rather than lot size. Councilmember Decker said he favors keeping the 10,000 square feet minimum lot size and is concerned that the ordinance will increase the maximum density allowed. Councilmember McKibbin said the Planning Commission discussed the proposed changes in depth, including density calculations.

Ordinance 1355 approved 7 – 0.

IX. EXECUTIVE SESSION: None.

8:22:37

X. ADJOURNMENT:

At 8:22 p.m., Councilmember Rackley moved to adjourn the meeting. Councilmember Decker seconded the motion.

Motion approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Council Meeting of July 13, 2010:

- Developer – *Creating Economic Stimulus through Council Action via Fee Reductions & Deferments* – Larry Ingraham, CCIM, Emerald Properties.

ORDINANCE NO. D10-130

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 15.04.020(E) OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NO. 1358, RELATING TO ADOPTION OF THE INTERNATIONAL FIRE CODE.

WHEREAS, the City of Bonney Lake is required by RCW 19.27.050 to enforce the provisions of certain uniform codes of technical building and related regulations as adopted by the Washington State Building Code Council (“WSBCC”); and

WHEREAS, the WSBCC has recently adopted new editions of several of such International codes; and

WHEREAS, on July 13, 2010, the City Council adopted new editions of several of such International codes; and

WHEREAS, the adoption of Appendix B (Fire-flow Requirements for Buildings) and Appendix D (Fire Apparatus Access Roads) were intended to be included in the recent adoption of the International Fire Code, but were unintentionally excluded; and

WHEREAS, the City Council finds it in the public interest to include Appendix D and Appendix B as companion documents to the International Fire Code;

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

Section 1. BLMC Section 15.04.020(E) and the corresponding portion of Ordinance No. 1358 are hereby amended to read as follows:

15.04.020 International codes — Adopted by reference.

E. Adoption of the International Fire Code. The International Fire Code, 2006~~9~~ Edition, published by the International Code Council, Appendix B (Fire-flow Requirements for Buildings) and Appendix D (Fire Apparatus Access Roads), as amended by the Washington State Building Code Council and published as Chapter 51-54 WAC, ~~is~~ are adopted by this reference.

Section 2. The city clerk shall sign and file with the adopting ordinance a copy of the statutes and regulations referenced herein and shall also file and maintain in the city clerk’s office one copy of each of the adopted laws in the form in which they were adopted for use and examination by the public.

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

PASSED by the City Council and approved by the Mayor this 27th day of July, 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> ASD / Chuck McEwen	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-105
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2047	<u>Councilmember Sponsor:</u>

Agenda Subject: Contract with NetVersant to re-cable the Public Safety Building (Police Department)

Proposed Motion: AB10-105 – Resolution 2047 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Netversant To Recable The Public Safety Building (Police Department Side) With Category Six Network Cabling For \$9,652.07

Administrative Recommendation: Consider and Move Forward

Background Summary: Re-cabling of the Public Safety Building (Police Department) is a pre-requisite for the installation of a Voice over IP phone system. The Public Safety Building was originally cabled by off duty police officers and the existing cabling is not sufficient to support the needs of the City’s data network as well as the requirements of a VoIP system. Motion to approve the estimate to provide and install 2 Quad Cat6, 13 Dual Cat6, 17 Single Cat6 locations. Provide and install 100ft of LD-10 surface mount raceway in basement area. Provide and install 2” sleeving for cable pathway from the 1st floor IDF to the basement. Reroute and re-terminate 24 existing Cat6 cables from the wall mount swing bracket in the IDF to the 19” rack in the IDF during regular business hours. Terminate, label and test all stations cabling. Quote is subject to DIS Contract T-5-MST-008.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$9,652.07			
Budget Explanation:			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 13 Jul 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____
Meeting Date(s): 27 Jul 2010 **Tabled To Date:** _____

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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NetVersant

network solutions for an e-world
NetVersant Solutions,LLC

549 S. Dawson st.
 Seattle, WA 98108-2253
 206-774-7100
 fax 206-340-1980

BONNEY LAKE POLICE STATION
 REVISED #2 CAT6 CABLING UPGRADE
 DIS CONTRACT T05-MST-008
 SITE CONTACT: CHUCK MCEWEN

QUOTE DATE: 7/19/2010
 Site Address: 19306 BONNEY LAKE BLVD.
 P.O. BOX 7380 BONNEY LAKE,WA, 98390
 Phone 253.447.4301
 Fax 253.862.8538

ESTIMATE FOR: PROVIDE AND INSTALL 2 NEW CAT6 QUAD LOCATIONS, 13 CAT6 DUAL LOCATIONS AND 17 SINGLE CAT6 LOCATIONS. PROVIDE AND INSTALL 100FT OF LD-10 SURFACE MOUNT RACEWAY IN BASEMENT AREA. PROVIDE AND INSTALL 2" SLEEVING FOR CABLE PATHWAY FROM THE 1ST FLOOR IDF TO THE BASEMENT. REROUTE & RETERMINATE 24 EXISTING CAT6 CABLES FROM THE WALLMOUNT SWING BRACKET IN THE IDF TO THE 19" RACK IN THE IDF DURING REGULAR BUSINESS HOURS. TERMINATE, LABEL AND TEST ALL STATION CABLING.

NETVERSANT IS PLEASED TO SUBMIT THE FOLLOWING ESTIMATE FOR YOUR REVIEW AND CONSIDERATION.

Materials Pricing Estimate						
Material Description	Mfr	Mfr Number	Parts Quantities	Unit	Unit Price	Extended Price
WHITE CAT 6 JACK	UNIPRISE	UNJ600-WH	51	EA	7.00	357.00
24 PORT CAT 6 PATCH PANEL	UNIPRISE	UNP600-24P	1	EA	182.44	182.44
48 PORT CAT 6 PATCH PANEL	UNIPRISE	UNP600-48P	1	EA	364.78	364.78
WHITE 4 PORT FACEPLATE	UNIPRISE	UNF-D-4P-WH	31	EA	1.90	58.90
PLENUM CAT 6 YELLOW	COMMSCOPE	6504+ - VL	8,400	FT	0.42	3,528.00
ARLINGTON TL20 2" LOOP	ARLINGTON	RU-285493	100	EA	0.48	48.00
PERMITS			1	EA	150.00	150.00
2" FIRE SLEEVE		SPEC SEAL	1	EA	37.95	37.95
MISCELLANEOUS MATERIALS, ETC.			1	Lot	250.00	250.00
TOTAL MATERIALS PRICE ESTIMATE						4,977.07

Labor Pricing Estimate					
Labor Description	Type	Unit	Quantities	Unit Price	Extended Price
INSTALL 51 CAT6 STATION CABLES, TERMINATE & TEST	REG HOURS	Hrs	58	55.00	3,190.00
INSTALL 100' OF PANDUIT RACEWAY - CONCRETE WOR	REG HOURS	Hrs	10	55.00	550.00
INSTALL 2" SLEEVE FROM THE IDF TO THE BASEMENT	REG HOURS	Hrs	1	55.00	55.00
INSTALL CABLE MANAGEMENT FOR NEW CABLING	REG HOURS	Hrs	8	55.00	440.00
REROUTE & RETERMINATE 24 EXISTING CAT6 CABLES	REG HOURS	Hrs	8	55.00	440.00
TELECOMMUNICATIONS TECHNICIAN					
TOTAL LABOR PRICE ESTIMATE					4,675.00
TOTAL LABOR AND MATERIALS PRICE EST.					9,652.07

See Following Page for TERMS and CONDITIONS

NetVersant

network solutions for an e-world

NetVersant Solutions, LLC

549 S. Dawson St.
Seattle, WA 98108-2253
206-774-7100
fax 206-340-1980

BONNEY LAKE POLICE STATION
REVISED #2 CAT6 CABLING UPGRADE
DIS CONTRACT T05-MST-008
SITE CONTACT: CHUCK MCEWEN

QUOTE DATE: 7/19/2010
Site Address: 19306 BONNEY LAKE BLVD.
P.O. BOX 7380 BONNEY LAKE, WA. 98390
Phone 253.447.4301
Fax 253.862.8538

ESTIMATE FOR: PROVIDE AND INSTALL 2 NEW CAT6 QUAD LOCATIONS, 13 CAT6 DUAL LOCATIONS AND 17 SINGLE CAT6 LOCATIONS. PROVIDE AND INSTALL 100FT OF LD-10 SURFACE MOUNT RACEWAY IN BASEMENT AREA. PROVIDE AND INSTALL 2" SLEEVING FOR CABLE PATHWAY FROM THE 1ST FLOOR IDF TO THE BASEMENT. REROUTE & TERMINATE 24 EXISTING CAT6 CABLES FROM THE WALLMOUNT SWING BRACKET IN THE IDF TO THE 19" RACK IN THE IDF DURING REGULAR BUSINESS HOURS. TERMINATE, LABEL AND TEST ALL STATION CABLING.

TOTAL LABOR AND MATERIALS PRICE EST. \$ 9,652.07

TERMS AND CONDITIONS

PER THE DIS CONTRACT T05-MST-008.

• PLEASE CONTACT THE UNDERSIGNED WITH ANY QUESTIONS

RESPECTFULLY,

PAT KUNZ
NETVERSANT / ACCOUNT EXECUTIVE

pkunz@netversant.com
main: (206)774-7170 call: (206)793-5095

THANK YOU FOR GIVING NETVERSANT THE OPPORTUNITY TO SERVE YOUR COMMUNICATIONS NEEDS!

ACCEPTANCE OF QUOTATION	
Customer Signature	Date
Print Name / Title	Purchase Order #

By signing this quotation you agree to purchase the materials and associated labor under the terms and conditions of this quotation.

RESOLUTION NO. 2047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH NETVERSANT TO RECABLE THE PUBLIC SAFETY BUILDING (POLICE DEPARTMENT SIDE) WITH CATEGORY SIX NETWORK CABLING FOR \$9.652.07.

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 27th day of July, 2010.

Neil Johnson, Mayor

ATTEST:

Woody Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> ASD / Chuck McEwen	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-106
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2048	<u>Councilmember Sponsor:</u>

Agenda Subject: Contract with NetVersant regarding Interum Justice Center Network and CATV cabling

Proposed Motion: AB10-106 - Resolution 2048 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Netversant To Install Category Six Network And Cable TV Cableing In The Interim Justice Center For \$12,288.20.

Administrative Recommendation: Consider and Move Forward

Background Summary: Quote using Washington State Contract pricing (T05-MST-008). Motion to approve the estimate to provide and install at the Interim Justice Center 56 Category 6 station cables, 3- 48 port Category 6 patch panels, 3 relay racks, 30ft of 12” cable tray, 6 CATV locations and 2 Category 6 backbone tie cables. All Category 6 cabling will be terminated, labeled, and tested.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$12,288.20			
Budget Explanation:			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 13 Jul 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____
Meeting Date(s): 27 Jul 2010 **Tabled To Date:** _____

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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FINANCE COMMITTEE

DATE: July 8, 2010

ORIGINATOR: Chuck McEwen

TITLE: IS Coordinator

SUBJECT/DISCUSSION: Motion to approve the estimate to provide and install at the Interim Justice Center 92 Category 9 station cables, 3 -38 port Category 6 patch panels, 3 relay racks, 30ft of 12” cable tray, 6 CATV locations and 2 Category 6 backbone tie cables. All Category 6 cabling will be terminated, labeled, and tested.

ORDINANCE NUMBER:

REQUEST OR RECOMMENDATION BY ORIGINATOR: Consider and Move Forward

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE MAYOR

FINANCE DIRECTOR _____

CITY ATTORNEY _____

BUDGET INFORMATON

2010 Budget Amount
\$16,454.98

Required Expenditure
\$16,454.98

Remaining Balance

Explanation:

Quote using Washington State Contract pricing (T05-MST-008).

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
Dan Swatman, Chair, Finance	_____	_____	_____
Mark Hamilton, Chair, Public Safety	_____	_____	_____
James Rackley, Chair, CDC	_____	_____	_____

COMMITTEE COMMENTS: _____

COMMITTEE’S RECOMMENDATION TO FORWARD TO:

CITY CLERK

FINANCE DIRECTOR

CITY ATTORNEY

Please schedule for Council Meeting date of: _____ July 27, 2010 _____

Consent Agenda: _____

NetVersant

network solutions for an e-world

NetVersant Solutions, LLC

549 S. Dawson st.
Seattle, WA 98108-2253
206-774-7100
fax 206-340-1980

BONNEY LAKE IJC
REVISED #3 CAT6 CABLING QUOTE
DIS CONTRACT T05-MST-008
SITE CONTACT: CHUCK MCEWEN

QUOTE DATE: 7/19/2010
Site Address: 19306 BONNEY LAKE BLVD.
P.O.BOX 7380 BONNEY LAKE, WA. 98390
Phone 253.447.4301
Fax 253.862.8538

ESTIMATE FOR: PROVIDE AND INSTALL 56 CAT6 STATION CABLES, 3 - 48 PORT CAT6 PATCH PANELS, 3 RELAY RACKS, 30 FEET OF 12" CABLE TRAY, 6 CATV LOCATIONS AND 2 CAT6 BACKBONE TIE CABLES.

WE WILL TERMINATE, LABEL AND TEST ALL NEW CAT6 CABLING.

WE WILL PROVIDE A 20 YEAR COMMSCOPE / UNIPRISE MANUFACTURE WARRANTY FOR THIS PROJECT.

NETVERSANT IS PLEASED TO SUBMIT THE FOLLOWING ESTIMATE FOR YOUR REVIEW AND CONSIDERATION.

Materials Pricing Estimate						
Material Description	Mfr	Mfr Number	Parts Quantities	Unit	Unit Price	Extended Price
RELAY RACK 7"x19" CLEAR UNIVERSAL	CPI	46353-503	3	EA	\$ 220.69	\$ 662.07
RUNWAY 12"Wx10"L GRAY UNIVERSAL	CPI	10250-112	3	EA	\$ 74.43	\$ 223.29
RUNWAY RUBBER END CAPS	CPI	10642-001	3	EA	\$ 4.16	\$ 12.48
WALL ANGLE SUPPORT KIT 12" GRAY	CPI	11421-112	3	EA	\$ 18.98	\$ 56.94
CABLE TRAY RADIUS DROP OUT 12"	CPI	12100-112	3	EA	\$ 32.18	\$ 96.54
WHITE CAT 6 JACK	UNIPRISE	UNJ600-WH	60	EA	\$ 7.00	\$ 420.00
48 PORT CAT 6 PATCH PANEL	UNIPRISE	UNP600-48P	3	EA	\$ 364.78	\$ 1,094.34
WHITE 4 PORT FACEPLATE	UNIPRISE	UNF-D-4P-WH	27	EA	\$ 1.90	\$ 51.30
RG-6 COAX PLENUM	COMMSCOPE	2277V	500	FT	\$ 0.74	\$ 370.00
COAX F-CONNECTOR INSERT	UNIPRISE	UNC-F-F	12	EA	\$ 2.77	\$ 33.24
PLENUM CAT 6 YELLOW	COMMSCOPE	6504+ - YL	8,000	FT	\$ 0.42	\$ 3,360.00
ARLINGTON TL20 2' LOOP	ARLINGTON	RU-285493	100	EA	\$ 0.48	\$ 48.00
PERMITS			1	EA	\$ 260.00	\$ 260.00
MISCELLANEOUS MATERIALS, ETC.			1	Lot	\$ 650.00	\$ 650.00
TOTAL MATERIALS PRICE ESTIMATE						\$ 7,338.20

Labor Pricing Estimate					
Labor Description	Type	Unit Quantities		Unit Price	Extended Price
INSTALL 56 CAT6 STATION CABLES, TERMINATE & TEST	REG HOURS	66	Hrs	\$ 55.00	\$ 3,630.00
INSTALL 2 CAT6 BACKBONE TIE CABLES	REG HOURS	4	Hrs	\$ 55.00	\$ 220.00
INSTALL 3 RELAY RACKS AND 30' OF 12" CABLE TRAY	REG HOURS	12	Hrs	\$ 55.00	\$ 660.00
INSTALL 6 COAX RG-6 CABLES	REG HOURS	8	Hrs	\$ 55.00	\$ 440.00
TELECOMMUNICATIONS TECHNICIAN					
TOTAL LABOR PRICE ESTIMATE					\$ 4,950.00
TOTAL LABOR AND MATERIALS PRICE EST.					\$ 12,288.20

See Following Page for TERMS and CONDITIONS

NetVersant

network solutions for an e-world

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Seattle, WA 98108-2253
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TOTAL LABOR AND MATERIALS PRICE EST.	\$ 12,288.20
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TERMS AND CONDITIONS

PER THE DIS CONTRACT T05-MST-008.

ACCEPTANCE OF QUOTATION

* PLEASE CONTACT THE UNDERSIGNED WITH ANY QUESTIONS

RESPECTFULLY,

PAT KUNZ
NETVERSANT / ACCOUNT EXECUTIVE
pkunz@netversant.com
main:(206)774-7170 cell:(206)793-5095

Customer Signature	Date
Print Name / Title	Purchase Order #

By signing this quotation you agree to purchase the materials and associated labor under the terms and conditions of this quotation.

THANK YOU FOR GIVING NETVERSANT THE OPPORTUNITY TO SERVE YOUR COMMUNICATIONS NEEDS!

RESOLUTION NO. 2048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH NETVERSANT TO INSTALL CATEGORY SIX NETWORK AND CABLE TV CABLING IN THE INTERIM JUSTICE CENTER FOR \$12,288.20.

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 27th day of July, 2010.

Neil Johnson, Mayor

ATTEST:

Woody Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> Exec / Brian Hartsell	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-118
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2053	<u>Councilmember Sponsor:</u>

Agenda Subject: Accept WSU Grant for RCM Services

Proposed Motion: AB10-118 - Resolution 2053 - A Resolution of the Bonney Lake City Council authorizing the city to accept a Resource Conservation Manager Grant through the Washington State Department of Commerce and Washington State University Extension Program.

Administrative Recommendation: Approve proposed resolution.

Background Summary: The Resource Conservation Manager (RCM) program is a new program created by the Washington State Department of Commerce (DOC) utilizing ARRA Energy Efficiency Community Block Grant funds. Program and technical support will be provided by the Washington State University (WSU) Extension Energy Program. The RCM program called for a partnership to be formed by neighboring agencies that have a specified minimum combined amount of resource consumption wherein an RCM could be contracted to assist the partnership with finding, recommending, implementing, and monitoring efficient resource consumption practices. The overall intent of the RCM Service is to bring about reductions in resource/utility expenditures for participating agencies. The partnership will be supported by an interlocal agreement (AB10-10, Res 2000) between Bonney Lake, Sumner, Sumner School District, and Buckley.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation:			
The DOC/WSU grant will fund \$50,000 in year 1, and \$25,000 in year 2, to offset the cost of contracting a full-time RCM. The RCM cost would further be offset, approximately \$28,000/year for three years, through acceptance of the RCM Services Grant through Puget Sound Energy (AB10-119/Resolution 2054). PSE's grant agreement is 3-years, with a 30-day notice out clause. Further, the RCM will work with the partnership to locate additional funding or incentives to help fund any resource conservation projects that may be identified. Bonney Lake would be committing the estimated annual amounts detailed in the attached RCM funding calculator. The actual amount for the first year is based on 2009 utility consumption proportions between partners. Proportions will be updated each year of the grant program to reflect updated utility consumption. Contractor charges will be expensed to facilities professional services, and then a line-item transfer will be made out of the utility accounts to cover the professional services (based on the assumption that the position will pay for itself through utility savings).			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 13 Jul 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____

Meeting Date(s): 07/27/10

Tabled To Date:

Signatures:

Director Authorization

Mayor

Date City Attorney Reviewed

RESOLUTION NO. 2053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO ACCEPT A RESOURCE CONSERVATION MANAGER GRANT THROUGH THE WASHINGTON STATE DEPARTMENT OF COMMERCE AND WASHINGTON STATE UNIVERSITY EXTENSION PRGORAM.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the City is authorized to accept a Resource Conservation Manager Grant through Washington State Department of Commerce and Washington State University Extension Program.

PASSED by the City Council this 27th day of July, 2010

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Proposed RCM Program Support (with PSE Support)

Assumptions

Description	Year 1	Year 2	Year 3
Partnership RCM Budget Estimate	\$110,400	\$110,400	\$110,400
WSU Grant	\$50,000	\$25,000	\$0
PSE Grant	\$28,000	\$28,000	\$28,000

Notes
Utility expenses are based on year 2009 in this analysis. Partner contributions are based on each partner's percentage of total utility costs reported.
Previous experience with RCM programs has shown that an average of 5% savings can be expected after the start-up year. Savings could be higher. The "Projected Monthly Benefit" column is predicated on that percentage. The "Cumulative Net Benefit" shows the project-to-date projected benefit after contributions during the grant performance period.

<i>Based on estimate of \$100K requirement to fund RCM</i>	With WSU & PSE Participation
Year 1	
RCM funded by grant	\$ 78,000
Amount funded by partners	\$ 32,400
Year 2	
RCM funded by grant	\$ 53,000
Amount funded by partners	\$ 57,400
Year 3	
RCM funded by grant	\$ 28,000
Amount funded by partners	\$ 82,400

PARTNERSHIP FUNDING SCENARIOS

YEAR 1--With WSU & PSE contributions.	2009 Total Utility Expense	Percent of Total Expense	Partner Contribution Amount	Monthly Contribution Payment	Projected Monthly Benefit	Annual Benefit	Cumulative Net Benefit
City of Bonney Lake	\$ 838,944	21%	\$ 6,873	\$573	\$ -	\$ (6,873)	\$ (6,873)
City of Buckley	\$ 320,630	8%	\$ 2,627	\$219	\$ -	\$ (2,627)	\$ (2,627)
City of Sumner	\$ 870,231	22%	\$ 7,130	\$594	\$ -	\$ (7,130)	\$ (7,130)
Sumner School District	\$ 1,924,855	49%	\$ 15,770	\$1,314	\$ -	\$ (15,770)	\$ (15,770)
Totals	\$ 3,954,660	100%	\$ 32,400	\$ 2,700	\$ -	\$ (32,400)	\$ (32,400)

YEAR 2--With WSU & PSE contributions.	2009 Total Utility Expense	Percent of Total Expense	Partner Contribution Amount	Monthly Contribution Payment	Projected Monthly Benefit	Annual Benefit	Cumulative Net Benefit
City of Bonney Lake	\$ 838,944	21%	\$ 12,177	\$1,015	\$ 3,496	\$ 29,770	\$ 22,897
City of Buckley	\$ 320,630	8%	\$ 4,654	\$388	\$ 1,336	\$ 11,378	\$ 8,751
City of Sumner	\$ 870,231	22%	\$ 12,631	\$1,053	\$ 3,626	\$ 30,881	\$ 23,751
Sumner School District	\$ 1,924,855	49%	\$ 27,938	\$2,328	\$ 8,020	\$ 68,304	\$ 52,534
Totals	\$ 3,954,660	100%	\$ 57,400	\$ 4,783	\$ 16,478	\$ 140,333	\$ 107,933

YEAR 3--With PSE contribution only.	2009 Total Utility Expense	Percent of Total Expense	Partner Contribution Amount	Monthly Contribution Payment	Projected Monthly Benefit	Annual Benefit	Cumulative Net Benefit
City of Bonney Lake	\$ 838,944	21%	\$ 17,480	\$1,457	\$ 3,496	\$ 24,467	\$ 47,364
City of Buckley	\$ 320,630	8%	\$ 6,681	\$557	\$ 1,336	\$ 9,351	\$ 18,102
City of Sumner	\$ 870,231	22%	\$ 18,132	\$1,511	\$ 3,626	\$ 25,379	\$ 49,130
Sumner School District	\$ 1,924,855	49%	\$ 40,107	\$3,342	\$ 8,020	\$ 56,136	\$ 108,670
Totals	\$ 3,954,660	100%	\$ 82,400	\$ 6,867	\$ 16,478	\$ 115,333	\$ 223,266



Department of Commerce

Innovation is in our nature.

Interagency Agreement with

The City of Bonney Lake

through

The Washington State Department of Commerce
Energy Policy Division

Purpose – ARRA/Energy Efficiency and Conservation Block Grant (EECBG)/Non-Construction

Title: Bonney Lake Shared Resource Conservation Manager (SRCM).Program

Under the American Recovery and Reinvestment Act (ARRA) of 2009

Start date: April 1, 2010

This project/contract is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act. RECOVERY.GOV



Washington State Department of Commerce
www.commerce.wa.gov
ARRA COM Federal Interagency/EECBG Non-Construction
Updated 03/24/2010 – SRCM/City of Bonney Lake COM # F10-52110-057

Washington State Department of Commerce

www.commerce.wa.gov

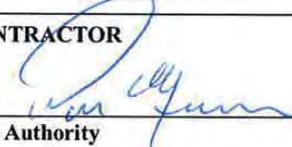
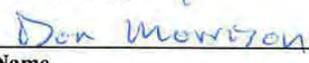
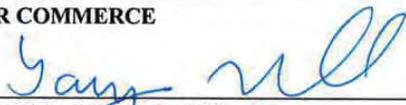
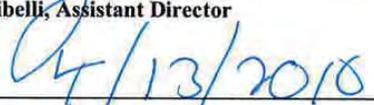
ARRA COM Federal Interagency/EECBG Non-Construction

Updated 03/24/2010– SRCM/City of Bonney Lake COM # F10-52110-057

FACE SHEET

Agreement Number: F10-52110-057

Washington State Department of Commerce
 Energy Policy Division
 ARRA EECBG Bonney Lake Shared Resource Conservation Manager Program
 Federal USDOE Agreement No. DE-EE0000849

1. Contractor City of Bonney Lake PO Box 730 ← 7380 19306 Bonney Lake Blvd. Bonney Lake, WA 98391		2. Contractor Doing Business As (optional) NA	
3. Contractor Representative PROGRAM Brian Hartsell Exec. Assist/Grant Coordinator (253)447-3102 F(253)862-3538 hartsellb@ci.bonney-lake.wa.us		CONTRACT Terrina Marchant Accountant (253)447-4315 F(253)862-8538 marchantt@ci.bonney-lake.wa.us	
4. COMMERCE Representatives PROGRAM Patti Miller-Crowley Energy Policy Specialist 360.725-3122 FAX 360.586.0049 patti.miller-crowley@commerce.wa.gov		CONTRACT Judy Hartman Energy Policy Specialist PO Box 43173 Olympia, WA 98504 360-725-3115 Judy.hartman@commerce.wa.gov	
5. Agreement Amount \$75,000	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 4/1/2010	8. End Date 4/30/2012
9. Federal Funds (as applicable) \$75,000	Federal Agency US Dept. of Energy	CFDA Number 81.128	
10. Tax ID # 91-0753552	11. SWV # 000788300	12. UBI # 277-000-893	13. DUNS # 177094588
Purpose: Create a Shared Resource Conservation Manager Program in partnership with the cities of Buckley and Sumner and the Sumner School District. COMMERCE, defined as the Department of Commerce, and the Contractor or its successor agency, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Statement of Work and Task Schedule, Attachment "B" – Budget Sheet, and Attachment "C" – Additional Provisions under the American Recovery and Reinvestment Act of 2009 and the Energy Efficiency Conservation Block Grant Program (EECBG).			
FOR CONTRACTOR  _____ Signature Authority  _____ Print Name City Administrator _____ Title 4/2/10 _____ Date		FOR COMMERCE  _____ Tony Usibelli, Assistant Director  _____ Date 4/13/2010 _____ Date TEMPLATE APPROVED AS TO FORM SANDRA C. ADIX, ASSISTANT ATTORNEY GENERAL, MARCH 24, 2010 SIGNATURE ON FILE	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY
FEDERAL ARRA FUNDS**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following acknowledgement and the disclaimer in section 12 of these Special Terms and Conditions.:

"Acknowledgement: This project is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act (ARRA). This funding was awarded by the US Department of Energy through the Energy Policy Division of the Washington State Department of Commerce under Energy Efficiency and Conservation Block Grant No.DE-EE0000849."

COMMERCE, as a recipient of American Recovery and Reinvestment Act (hereinafter "Act") funds, is legally obligated to meet accountability and reporting requirements under the Act. The state of Washington or the federal funding source may also identify additional requirements or other changes in requirements. Such requirements may be in statute, regulation, policy, or procedure. COMMERCE is responsible for incorporating these requirements into the performance of this Agreement. Although all requirements have not yet been identified, please expect additional reporting requirements, to include, but not limited to, performance outcomes such as created or retained jobs.

2. AGREEMENT MANAGEMENT

The Contract Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Representative for COMMERCE and their contact information is identified on the Face Sheet of this Agreement.

The Contract Representative for the Contractor and their contact information is identified on the Face Sheet of this Agreement.

3. COMPENSATION

COMMERCE shall pay an amount **not to exceed \$75,000.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with Attachment B – Budget.

COMMERCE and Contractor may adjust amounts in the budget categories by 10% or less without a formal contract amendment by written mutual agreement by both parties. Written approval shall be through the following method: 1) Written request to COMMERCE from the Contractor by email of the proposed variation, 2) Review of the request by Commerce, and 3) Written determination (approval/rejection) by the COMMERCE Contract Representative to the Contractor.

Contractor's compensation for services rendered shall be based on the schedule set forth in Attachment A - Statement of Work and Attachment B - Budget.

ARRA/EECGB Federal Funding requires USDOE approval of subcontracts and their supported activities. No funds shall be expended on this contract or subcontract activity until Commerce notifies Contractor of receipt of approval from DOE. Commerce does not guarantee or assume any obligation to reimburse costs incurred by the recipient or subcontractor for these activities until approval is provided in writing by Commerce. Upon written approval of Contractor by Commerce, Contractor may receive reimbursement for allowable costs incurred in accordance with the payment provisions contained in this agreement.

EXPENSES – If allowed

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY
FEDERAL ARRA FUNDS**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed the line item amount specified in Attachment B - budget, which amount is included in the Agreement total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Representative for COMMERCE monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Agreement reference number **F10-52110-057**.

If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Match/Final Retainage

With each reimbursement request, Contractor shall provide valid documentation to show match expenditures equal to or greater than 10%. When such documentation is not provided with each reimbursement request, COMMERCE shall withhold 10 percent from each payment until Commerce has accepted the final report (or completion of the project, etc.) deliverable AND valid documentation to demonstrate that Match has been applied to the project as indicated in Attachment B – Budget.

5. FISCAL MANAGEMENT

Contractor shall have a budgeting, accounting, and reporting system that meet the standards of WA State Chapter 43.88 RCW – Fiscal Management and USDOE CFR Title 10 Part 600 – Financial Assistance Rules demonstrating good internal control policies, procedures and practices.

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY
FEDERAL ARRA FUNDS**

6. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE

Contractor is encouraged to consider Minority and Women Business Enterprises (M/WBE) when posting bids/solicitations for competitive awards and at a minimum and if available, at least one W/MBE should be considered.

To post a solicitation at the WA State Office of Minority and Women Owned Business Enterprise (OMWBE), contact Jean Wheat at jwheat@omwbe.wa.gov and copy cynthiac@omwbe.wa.gov. or call 360-704-1181.

The Office of Minority and Women Owned Business Enterprise also maintains a Directory of OMWBE certified firms - <http://www.omwbe.wa.gov/opportunities/index.shtml>

7. REPORTING

All sub-recipients and their partners, contractors and/or vendors are responsible for reporting pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009. Commerce, as a prime recipient of Recovery Act funds, must comply with the Recovery Act's extensive reporting requirements, including quarterly financial and programmatic reporting. Commerce will require quarterly reports from its Sub-recipients in order to fulfill its obligation. The Sub-recipient receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be made available to help streamline the process. The Sub-recipient agrees to provide to Commerce all reports, documentation, or other information, as may be required to meet reporting obligations under the Recovery Act. The Sub-recipient's receipt of funds is contingent on meeting the Section 1512 reporting requirements.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, Sub-recipients receiving Recovery Act funds should be aware of the current Recovery Act section 1512(c) requirements.

Sub-recipient Reports: Not later than five days after the end of each calendar quarter (January 5, April 5, July 5, and October 5, etc., throughout the contract period), each sub-recipient that received recovery funds from a Federal agency shall submit a report to Commerce via email that contains:

- Financial data
- Sub-recipient (and if applicable, vendor) FTEs: jobs created or retained reported as single number; jobs directly funded by Recovery Act
- Project activity milestones (based on sub-recipient scope of work)
- Energy savings on a per dollar invested basis
- Energy saved (kwh, therms, gallons, BTUs, etc.)
- Renewable energy capacity installed
- Greenhouse gas emissions reduced
- Funds leveraged
- Data related to vendors paid more than \$25,000 in a single purchase
- Key metrics that will vary by project type per DOE guidance

For questions contact Meg O'Leary at (360) 725-3121

8. SITE VISITS

COMMERCE and DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Grantee must provide, and must require its sub-awardees to provide reasonable access to facilities, office space, resources, and safety and convenience of the government representatives in the performance of their duties.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY
FEDERAL ARRA FUNDS**

All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

9. RECORDS MAINTENANCE AND AUDITS

The parties to this contract shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, reasonable access to review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement must be retained for six years after termination of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials.

10. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY
FEDERAL ARRA FUNDS**

- A. The amount of fidelity coverage secured pursuant to this Agreement shall be \$100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Additional Provisions:

The above insurance policy shall include the following provisions:

- 1. **Additional Insured.** The state of Washington, COMMERCE, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
- 2. **Identification.** The policy must reference COMMERCE's Agreement number and the State agency name.
- 3. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by COMMERCE's Risk Manager, or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- 4. **Excess Coverage.** By requiring insurance herein, COMMERCE does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to COMMERCE in this Agreement.

Local Government Contractors that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

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11. PUBLICATIONS

a. Contactor is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of DOE support from Section 1 of these Special Terms and Conditions, and the following disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project.

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment C – Additional Provisions under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and the Energy Efficiency Conservation Block Grant Program (EECBG)
- Attachment A – Statement of Work
- Attachment B – Budget

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1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "COMMERCE" shall mean the Department of Commerce.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. APPROVAL

This Contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

5. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

6. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COMMERCE reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

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As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Contractors expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. The Schedule of State Financial Assistance must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying agreement numbers
- Catalog of Federal Domestic Assistance (CFDA) number
- Grantor agreement number
- Total award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by COMMERCE.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

- Department of Commerce
- ATTN: Audit Review and Resolution Office
- 906 Columbia Street SW, Fifth Floor
- PO Box 48300
- Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

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7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
4. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Contractor is unable to certify to any of the statements in this Agreement, the Contractor shall attach an explanation to this Agreement.

C. The Contractor agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Contractor further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- 1) The lower tier contractor certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the lower tier contractor is unable to certify to any of the statements in this Agreement, such contractor shall attach an explanation to this Agreement.

E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

F. Grantees should review the Excluded Parties List System (<http://www.epls.gov>) before determining if a prospective contractor is considered responsible.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

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3. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal Information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

9. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

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10. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Agreement number; and
- be mailed to the Director and the other party's (respondent's) Agreement Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

11. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

12. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

13. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

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14. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

15. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. American Recovery and Reinvestment Act (ARRA) of 2009

B. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

C. Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

D. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90
Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

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Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

E. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122 (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102 (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

F. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Internal Revenue Service Rules, August 31, 1990.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

G. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (11).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

G. Open public meetings act, Chapter 42.30 RCW.

H. Public records act, Chapter 42.56 RCW.

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

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16. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Agreements with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

17. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

18. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Agreement.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Agreement.

The Contractor's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.

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- g. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Agreement administration to ensure Contractor conformance with terms, conditions and specifications of this Agreement, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Agreement to enter into a sole source Agreement or an Agreement where only one bid or proposal is received when value of this Agreement is expected to exceed \$5,000.
- Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

19. RECAPTURE

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

20. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

21. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, COMMERCE may terminate the Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

22. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

23. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Agreement if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause,

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COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

24. SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

25. TERMINATION FOR CAUSE / SUSPENSION

In event COMMERCE determines that the Contractor failed to comply with any term or condition of this Agreement, COMMERCE may terminate the Agreement in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Agreement. Failure by the Contractor to take timely corrective action shall allow COMMERCE to terminate the Agreement upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Contractor did not fail to comply with the terms of the Agreement or when COMMERCE determines the failure was not caused by the Contractor's actions or negligence.

If the Agreement is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

26. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

27. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Contractor shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Agreement;

**GENERAL TERMS AND CONDITIONS
INTERAGENCY
FEDERAL ARRA FUNDS**

- C. Assign to COMMERCE all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of COMMERCE, and
- D. Preserve and transfer any materials, Agreement deliverables and/or COMMERCE property in the Contractor's possession as directed by COMMERCE.

Upon termination of the Agreement, COMMERCE shall pay the Contractor for any service provided by the Contractor under the Agreement prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Contractor if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

28. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Statement of Work

Purpose: The purpose this project is to create a Shared Resource Conservation Manager Program in partnership with the cities of Buckley and Sumner and the Sumner School District.

Report Period	Date Due	Items Due	Statement of Work and Deliverables	Send to
1	7/5/2010	1512 Report	RCM hired or signed into contract Attend resource accounting software training Communicate program status to WSU Energy Program via email monthly	
2	10/5/2010	1512 Report	Perform audits and prepare audit reports for at least 50% of facilities Resource accounting software up to date and populated Schedule and complete on-site technical visit provided by WSU for program and technical support review Communicate program status to WSU Energy Program via email monthly (3 times/quarter)	WSU & Commerce
3	1/5/2011	1512 Report	Perform audits and prepare audit reports for remaining facilities Complete and submit resource implementation action plan for all agencies Communicate program status to WSU Energy Program via email monthly (3 times/quarter) Report resource usage, savings, and action results to partners as required in ILA	WSU & Commerce WSU & Commerce WSU & Commerce
4	4/5/2011	1512 Report	Report resource usage, savings, and action results to partners as required in ILA Schedule and complete on-site technical visit provided by WSU for program and technical support review Communicate program status to WSU Energy Program via email monthly (3 times/quarter) Participate in RCM networking conference call/workshop scheduled by WSU (2-4 times/year)	WSU & Commerce
5	7/5/2011	1512 Report	Report resource usage, savings, and action results to partners as required in ILA Communicate program status to WSU Energy Program via email monthly (3 times/quarter)	WSU & Commerce
6	10/5/2011	1512 Report	Report resource usage, savings, and action results to partners as required in ILA Communicate program status to WSU Energy Program via email monthly (3 times/quarter)	WSU & Commerce
7	1/5/2012	1512 Report	Report resource usage, savings, and action results to partners as required in ILA Communicate program status to WSU Energy Program via email monthly (3 times/quarter)	WSU & Commerce
8	4/5/2012	1512 Report	Report resource usage, savings, and action results to partners as required in ILA Communicate program status to WSU Energy Program via email monthly (3 times/quarter) Participate in RCM networking conference call/workshop scheduled by WSU (2-4 times/year) Summary of all program activities	WSU & Commerce WSU & Commerce WSU & Commerce

BUDGET

GRANT TITLE:	Shared RCM Program and Grants			
Fed. Grant No.	DE-EE0000849			
COM Point of Contact	Patti Miller-Crowley			
Funding TYPE	ARRA	<input checked="" type="checkbox"/>	EECBG Grant	<input checked="" type="checkbox"/>
	Other	<input type="checkbox"/>		<input type="checkbox"/>

PROJECT NAME:	Bonney Lake Shared resource Conservation Manager (R)
COM Agreement No.	F10-52110-057
Applicant Name	City of Bonney Lake, WA
Address, City Zip	19306 Bonney Lake Blvd, Bonney Lake, WA 98391
Sub-recipient POC	ATTN: Brian Hartsell

Categories	OBJ	GRANT	MATCH		Total Costs
		EECBG	City	County	
Salaries and Wages	A				0.00
Benefits	B				0.00
Contractual	C	75000.00	7000.00		82000.00
Goods And Services (Supplies/Commodities)	E				0.00
Travel	G	0.00	1500.00		1500.00
Equipment-None Capitalized	J (JA)	0.00			0.00
*Equipment-Capitalized	J (Other)	0.00			0.00
**Other Define		0.00			0.00
Total Direct Costs		75000.00	8500.00	0.00	83500
*** (opt) Admin. Support Costs					
Method 1 - as % of direct costs OR	0.0%	0.00	0.00	0.00	0
Method 2 - as a hard cost entry					0
Total Admin Costs		0.00	0.00	0.00	0
Total All Costs		75000.00	8500.00		83500
Percentage (Total Contract)		89.8%	10.2%		1
Percentage (MI Split)		89.82%	10.18%	83500	100.00%

**ADDITIONAL PROVISIONS UNDER THE
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 Public Law 111-5
And the Energy Efficiency Conservation Block Grant Program (EECBG)**

1. Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act

Contractor acknowledges and agrees that the American Recovery and Reinvestment Act of 2009, hereinafter "Recovery Act" places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website -- Recovery.gov -- to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

COMMERCE, as a recipient of Recovery Act funds, must comply with the Recovery Act's extensive reporting requirements, including quarterly financial and programmatic reporting due within 10 calendar days after the end of each calendar quarter. COMMERCE will require periodic reports from its sub-recipients in order to fulfill its reporting obligations. Grantees receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be made available at a future date.

Contractor agrees to provide to COMMERCE all reports, documentation, or other information, as may be required by COMMERCE to meet reporting obligations under the Recovery Act. Grantee's receipt of funds is contingent on Grantee meeting the reporting requirement of Section 1512.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, Contractors receiving Recovery Act funds should be aware that Recovery Act section 1512(c) provides:

Recipient Reports- Not later than 5 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—

- (1) The total amount of recovery funds received from that agency;
- (2) The amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) A detailed list of all projects or activities for which recovery funds were expended or obligated, including:
 - (a) The name of the project or activity;
 - (b) A description of the project or activity;
 - (c) An evaluation of the completion status of the project or activity;
 - (d) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (e) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

2. Section 1512 of the Recovery Act: Registration with Central Contractor Registration (CCR)

Recipients of funds under the Recovery Act shall register with the Central Contractor Registration (CCR) database at www.ccr.gov. This ensures consistent reporting of data about each entity and thereby makes data more useful to the public. In order to register in CCR, a valid Data Universal

Numbering System (DUNS) Number is required and should be inserted in Box # 13 of the Face Sheet of this Agreement.

3. Section 1602 of the Recovery Act: Preference for Quick-Start Activities (If applicable)

Section 1602 of the Recovery Act provides:

In using funds made available in this Act for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of this Act. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

4. Section 1604 of the Recovery Act: Limit on Funds

Section 1604 of the Recovery Act provides:

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

5. Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of the American Recovery and Reinvestment Act of 2009

Contractor shall comply with Section 1605 of the Recovery Act unless (1) compliance has been waived by the Federal Agency providing the funds; or (2) compliance with the Recovery Act conflicts with an international trade agreement.

A. Section 1605 of the Recovery Act provides:

Use of American Iron, Steel, and Manufactured Goods.

(a) None of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that:

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

B. International Trade Agreements:

Contracts for the procurement of goods and services in the amount of \$528,000 or more and for construction services in the amount of \$7,443,000 or more are covered by an international trade agreement and are therefore not subject to Section 1605.

C. Waivers:

Contractor shall provide COMMERCE with information and applicable supporting data as may be required by COMMERCE, to support any request for waiver of compliance with Section 1605 (b) of the Recovery Act. The following applies to requests for waivers submitted to COMMERCE.

(a) Definitions.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been:

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

- (1) This award term and condition implements Section 1605 of the Recovery Act of 2009 by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this term and condition.
- (2) This requirement does not apply to the material excepted by the Federal Government.
- (3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal Government determines that:
 - (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of the restriction of Section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

- (1)(i) Any request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;

- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to Section 1605 of the Recovery Act applies, COMMERCE will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, COMMERCE shall adjust the award amount or redistribute budgeted funds in accordance with requirements adopted pursuant to the Recovery Act.

(3) Unless the Federal Government determines that an exception to Section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with Section 1605 of the American Recovery and Reinvestment Act.

(d) Data.

To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers should be provided to COMMERCE:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed.]

[Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

6. Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009 – Davis-Bacon Act

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See U.S. Department of Labor, Wage and Hour Division website at <http://www.dol.gov/esa/whd/contracts/dbra.htm> . Wage determinations can be found at <http://www.wdol.gov>.

The Contractor shall include this provision and require this provision to be contained in all subcontracts for work performed under this Contract.

The work performed by this Agreement may also be subject to the State's prevailing wage laws, Chapter 39.12 RCW. The Contractor is advised to consult with the Washington State Department of Labor and Industries to determine the prevailing wages that must be paid.

7. Non-supplanting of State and Local Funds (if applicable -- consult the program solicitation and the special conditions in the award document)

Contractors must use federal funds to supplement existing State and local funds for program activities and must not replace (supplant) State or local funds that they have appropriated or allocated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties. For additional guidance regarding supplanting, refer to the information provided at <http://www.ojp.usdoj.gov/recovery/supplantingguidance.htm>.

8. Protection of Whistleblowers

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct,) a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross mismanagement of an agency agreement, contract or grant relating to covered funds;
- Gross waste of covered funds;
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency agreement (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Any employer receiving covered funds shall post notice of the rights and remedies provided under this section. The recommended written notice is attached as "Know Your Rights Under the Recovery Act".

9. Waste Stream

ARRA COM Federal Interagency/EECBG Non-Construction
Updated 03/24/2010 – SRCM/City of Bonney Lake COM # F10-52110-057

Prior to the expenditure of Federal funds, the Contactor is required to provide documentation demonstrating that it has prepared a waste management plan to dispose of sanitary or hazardous waste generated by the proposed activities. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos.

Compliance with this clause will be complete only after the Contactor has submitted adequate documentation to Commerce for its review, and Commerce has provided written approval to the Recipient of its proposed plan to dispose of its sanitary or hazardous waste.

For assistance contact the WA State Governor's Office of Regulator Assistance (ORA), Regional assistance Leads - <http://www.ora.wa.gov/contact.asp>

Pollution Prevention Planning help is available from WA State Department of Ecology Regional Office staff: <http://www.ecy.wa.gov/programs/hwtr/P2/contacts.html> or call

Bellevue: (425) 649-7000

Lacey: (360) 407-6300

Yakima: (509) 575-2490

Spokane: (509) 329-3400

10. False Claims Act-

Each grantee or subrecipient should promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or who has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

11. Listing Recovery Act Jobs with the Washington State Employment Security Department

This Contract is funded with federal stimulus funds (under the Recovery Act), which has strict reporting requirements for funds spent and jobs created or retained (see Exhibit A, attached and incorporated into this Contract as additional instructions). Unless hiring is directly from a union hall, all job openings created by the Contractor for this project must be listed with the WorkSource system (an affiliate of the Employment Security Department) before hiring; all hiring decisions also must be reported to WorkSource. In addition, all Subcontractors hired by the Contractor also must be required to list jobs and report hiring results to WorkSource. Existing Contractor or Subcontractor employees who are retained using funds from this project also must be reported to WorkSource.

WorkSource will pre-screen and refer qualified job candidates for the Contractor's or Subcontractor's consideration. The Contractor and Subcontractor also have the discretion to use other, additional recruitment systems and retain the right to make all hiring decisions.

To begin the listing and reporting process, contact the Employment Security Department ARRA Business Unit at 877-453-5906 (toll-free), 360-438-4849, or ARRA@esd.wa.gov.

Exhibit A

How to list ARRA jobs with the Employment Security (ESD) WorkSource system

To help with the increased transparency and accountability that are required under the American Recovery & Reinvestment Act (ARRA), ESD's ARRA Business Unit will be the central point of contact for state agencies and their contractors for listing and tracking ARRA-funded jobs.

Step 1: State agencies notify ESD about ARRA-funded contracts

Within 2 days after awarding an ARRA-funded contract, state agencies should provide the following information to Employment Security's ARRA Business Unit:

- Name, phone number and address of contractor
- Title or short description of the contract

Report this information to ESD's ARRA Business Unit at ARRA@esd.wa.gov, 877-453-5906 (toll-free) or 360-438-4849. (Employment Security will use the information to verify that contractors comply with the requirement stated in Step 2.)

Step 2: List ARRA-funded jobs with ESD's WorkSource system

State agencies, contractors and sub-contractors should contact the ARRA Business Unit to begin the process of listing their ARRA-funded jobs with the WorkSource system. The ARRA Business Unit may be reached at 877-453-5906 (toll-free), 360-438-4849 or ARRA@esd.wa.gov.

Here's what we'll do with the information: The ARRA Business Unit will relay the information to a business outreach lead at a WorkSource office in the employer's community. The business outreach lead will contact the employer to obtain the information necessary to list the job/s (create a "job order"), and to discuss the employer's recruitment needs and the services available through WorkSource.

The WorkSource business outreach lead will search the agency's database for qualified applicants (based on job-skill requirements), screen potential applicants, and refer selected candidates to the employer for consideration. (Employers retain the right to use other or additional recruitment systems, and they make all hiring decisions.)

Step 3: Report hiring information

After completing the hiring process, the employer should contact the WorkSource business outreach lead to "close" the job order and provide the following information:

- Job title
- Number of people hired
- Starting wage and hours

This information will be used in reports and status updates to the governor, the federal government and the public.



Frequently asked questions for ARRA employers

- Q1. What services can I get when I list jobs with WorkSource?**
A. WorkSource staff screens and refers job seekers based on how well their skills meet your job requirements. The screening is done broadly or narrowly, depending on how many people you want to interview.
- WorkSource also can help you with free job advertising, pay-rate information, tax credits and information on employment laws and regulations. We're committed to helping your business succeed.
- Q2. What screening and assessment of skills does WorkSource conduct?**
A. We conduct a variety of screening and assessment. Contact your local WorkSource center to ask what assessment services are provided.
- Q3. If the position requires a certain skill level, can WorkSource test applicants for math and reading levels or typing speed?**
A. WorkSource staff will pre-screen applicants based on the qualifications that you need. Ask your WorkSource staff person about their ability to assess certain skills required for the position.
- Q4. Can we conduct interviews at WorkSource?**
A. You can use space at WorkSource for mass application sessions, one-on-one interviews, or even group orientations. Contact your local WorkSource to check availability.
- Q5. What is the anticipated hiring time?**
A. We recommend you plan ahead (7-10 days), although you may hire when you choose. The job will be listed for you right away.
- Q6. What if WorkSource doesn't have job seekers with the skills and abilities that match our needs?**
A. WorkSource staff will look first for qualified local applicants. If no one is available, then the search is expanded to include other areas to see if applicants are willing to commute or relocate. During this recession, there is an unprecedented pool of qualified applicants. Our matching system has the unique capabilities to match skilled job seekers with available jobs.
- Q7. Is WorkSource able to coordinate job fairs or hiring events?**

- A.** Yes, WorkSource often coordinates large job fairs and targeted hiring events. Your local WorkSource staff can arrange the details such as date, availability of space, and the amount of time they need to help coordinate your hiring event.
- Q8. Do I have to list jobs and report hiring information to WorkSource?**
- A.** Yes. Even if you hire someone who already works for you in a different position, report the hire for contract requirements.
- Q9. Can I list my job opening with other sources like temp agencies or run a classified ad in the newspaper at the same time?**
- A.** You may recruit as broadly as you like. Just remember that a requirement of your contract is to post contract-funded job openings with your WorkSource business representative and report all hiring information.
- Q10. What information is being tracked by WorkSource?**
- A.** WorkSource tracks information about jobs listed, job candidates referred and the job openings filled.
- Q11. Who is the information being provided to?**
- A.** Participation and performance information is provided by the Employment Security Department to the U.S. Department of Labor. It also is being reported to the Governor, who is required by the federal Office of Management and Budget to report about jobs preserved and created during the recession.
- Q12. How long after placing the job order with WorkSource will it take before I can interview applicants?**
- A.** It could happen the same day if there are interested, qualified job seekers who apply right away. Typically, it may take a few days.
- Q13. What if I already have a job candidate (or a list of candidates), why do I have to list my jobs with WorkSource?**
- You can hire anyone you want, but you need to report it to us. Listing your stimulus-funded jobs with WorkSource enables us to track how many jobs are created and filled. We will relay the information to the governor and the federal government, who are documenting the effects of the stimulus funding.

Know Your Rights Under the Recovery Act!

Post this notice of the rights and remedies.

Did you know? The American Recovery and Reinvestment Act of 2009 provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

Who is protected? Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

How are Whistleblowers Protected? You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected? The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives. The disclosure must involve information that the employee believes is evidence of:

1 Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action! Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> Exec / Brian Hartsell	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-119
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2054	<u>Councilmember Sponsor:</u>

Agenda Subject: Accept PSE Grant for RCM Services

Proposed Motion: AB10-119 - Resolution 2054 - A Resolution of the Bonney Lake City Council authorizing the city to accept a Resource Conservation Manager Services Grant through Puget Sound Energy.

Administrative Recommendation: Approve proposed resolution.

Background Summary: The Resource Conservation Manager (RCM) program is a new program created by the Washington State Department of Commerce (DOC) utilizing ARRA Energy Efficiency Community Block Grant funds. Program and technical support will be provided by the Washington State University (WSU) Extension Energy Program. WSU will also provide the primary funding for this program through the WSU RCM grant (detailed in AB10-118, Res 2053). However, Puget Sound Energy will supplement funding through their RCM Services Grant.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation: The DOC/WSU grant will fund \$50,000 in year 1, and \$25,000 in year 2, to offset the cost of contracting a full-time RCM (AB10-118/Resolution 2053). The RCM cost would further be offset, approximately \$28,000/year for three years, through acceptance of the RCM Services Grant through Puget Sound Energy (AB10-119/Resolution 2054). PSE's grant agreement is 3-years, with a 30-day notice out clause. The \$28,000 for the second and third year is dependent on demonstrated energy savings of at least 5% over the previous year's consumption.			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 13 Jul 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 07/27/10	Tabled To Date:

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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RESOLUTION NO. 2054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO ACCEPT A RESOURCE CONSERVATION MANAGER SERVICES GRANT THROUGH PUGET SOUND ENERGY.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the City is authorized to accept a Resource Conservation Manager Grant through Puget Sound Energy.

PASSED by the City Council this 27th day of July, 2010

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Proposed RCM Program Support (with PSE Support)

Assumptions

Description	Year 1	Year 2	Year 3
Partnership RCM Budget Estimate	\$110,400	\$110,400	\$110,400
WSU Grant	\$50,000	\$25,000	\$0
PSE Grant	\$28,000	\$28,000	\$28,000

Notes
Utility expenses are based on year 2009 in this analysis. Partner contributions are based on each partner's percentage of total utility costs reported.
Previous experience with RCM programs has shown that an average of 5% savings can be expected after the start-up year. Savings could be higher. The "Projected Monthly Benefit" column is predicated on that percentage. The "Cumulative Net Benefit" shows the project-to-date projected benefit after contributions during the grant performance period.

<i>Based on estimate of \$100K requirement to fund RCM</i>	With WSU & PSE Participation
Year 1	
RCM funded by grant	\$ 78,000
Amount funded by partners	\$ 32,400
Year 2	
RCM funded by grant	\$ 53,000
Amount funded by partners	\$ 57,400
Year 3	
RCM funded by grant	\$ 28,000
Amount funded by partners	\$ 82,400

PARTNERSHIP FUNDING SCENARIOS

YEAR 1--With WSU & PSE contributions.	2009 Total Utility Expense	Percent of Total Expense	Partner Contribution Amount	Monthly Contribution Payment	Projected Monthly Benefit	Annual Benefit	Cumulative Net Benefit
City of Bonney Lake	\$ 838,944	21%	\$ 6,873	\$573	\$ -	\$ (6,873)	\$ (6,873)
City of Buckley	\$ 320,630	8%	\$ 2,627	\$219	\$ -	\$ (2,627)	\$ (2,627)
City of Sumner	\$ 870,231	22%	\$ 7,130	\$594	\$ -	\$ (7,130)	\$ (7,130)
Sumner School District	\$ 1,924,855	49%	\$ 15,770	\$1,314	\$ -	\$ (15,770)	\$ (15,770)
Totals	\$ 3,954,660	100%	\$ 32,400	\$ 2,700	\$ -	\$ (32,400)	\$ (32,400)

YEAR 2--With WSU & PSE contributions.	2009 Total Utility Expense	Percent of Total Expense	Partner Contribution Amount	Monthly Contribution Payment	Projected Monthly Benefit	Annual Benefit	Cumulative Net Benefit
City of Bonney Lake	\$ 838,944	21%	\$ 12,177	\$1,015	\$ 3,496	\$ 29,770	\$ 22,897
City of Buckley	\$ 320,630	8%	\$ 4,654	\$388	\$ 1,336	\$ 11,378	\$ 8,751
City of Sumner	\$ 870,231	22%	\$ 12,631	\$1,053	\$ 3,626	\$ 30,881	\$ 23,751
Sumner School District	\$ 1,924,855	49%	\$ 27,938	\$2,328	\$ 8,020	\$ 68,304	\$ 52,534
Totals	\$ 3,954,660	100%	\$ 57,400	\$ 4,783	\$ 16,478	\$ 140,333	\$ 107,933

YEAR 3--With PSE contribution only.	2009 Total Utility Expense	Percent of Total Expense	Partner Contribution Amount	Monthly Contribution Payment	Projected Monthly Benefit	Annual Benefit	Cumulative Net Benefit
City of Bonney Lake	\$ 838,944	21%	\$ 17,480	\$1,457	\$ 3,496	\$ 24,467	\$ 47,364
City of Buckley	\$ 320,630	8%	\$ 6,681	\$557	\$ 1,336	\$ 9,351	\$ 18,102
City of Sumner	\$ 870,231	22%	\$ 18,132	\$1,511	\$ 3,626	\$ 25,379	\$ 49,130
Sumner School District	\$ 1,924,855	49%	\$ 40,107	\$3,342	\$ 8,020	\$ 56,136	\$ 108,670
Totals	\$ 3,954,660	100%	\$ 82,400	\$ 6,867	\$ 16,478	\$ 115,333	\$ 223,266



**ENERGY CONSERVATION GRANT FOR
RESOURCE CONSERVATION MANAGER SERVICES
Agreement No. 6400003350**

Agreement made June 28, 2010, by and between **Puget Sound Energy, Inc.** and **City Of Bonney Lake ("Participant")**. Contract end date is 3.5 years from the signature date of this Agreement.

RECITALS

- a. Under Puget Sound Energy's Electric Schedule 253 and Gas Schedules 208, as currently in effect and on file with the Washington Utilities and Transportation Commission, Puget Sound Energy, Inc. offers grants for electricity and natural gas resource conservation management measures installed or implemented at facilities that receive electric or natural gas service from Puget Sound Energy, Inc.
- b. Participant intends to install or implement resource conservation measures and is requesting a grant from Puget Sound Energy, Inc. under its filed Electric Schedule 253 and/or Gas Schedule 208 tariffs.

AGREEMENTS

Puget Sound Energy, Inc. and Participants agree as follows:

- 1. **Premises.** Participant will install or implement the resource conservation measures described in paragraph 2 ("Resource Conservation Manager Services") at the facilities located at 19306 Bonney Lake Blvd, Bonney Lake, WA 98391 and other facilities identified in **Attachment B – Facilities Inventory** (the "Premises"). Participant represents either (a) that it is the owner or contract purchaser or otherwise has the lawful authority to make the statements herein on behalf of the owner or contract purchaser of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner or contract purchaser of the Premises.
- 2. **Resource Conservation Manager Services.** Participant represents that it has retained or will retain the services of a Resource Conservation Manager, or will appoint in-house resources for the installation or implementation at the Premises of the following Resource Conservation Manager Services at the following costs:

Conservation Measures	Measure Life	Total Cost of Conservation Measures	Eligible Conservation Grant
RCM Electric	3	\$181,761.00	\$64,593.00
RCM Gas	3	\$60,239.00	\$21,407.00
Total (Includes sales Tax)		\$242,000.00	\$86,000.00

3. **Grant.** Subject to Puget Sound Energy acceptance, Puget Sound Energy will grant the Participant, after installation or implementation of the Resource Conservation Manager Services, an amount equal to the Eligible Electric Schedule 253 and Gas Schedule 208 Conservation Grant (the "Grant") as identified above, providing, however, that such Resource Conservation Manager Services must be installed and implemented as specified in **Attachment A – Scope of Work** and Grant paid within 36 months of the signing of this Conservation Grant Agreement. If for any reason the cost of the Resource Conservation Manager Services is actually less than shown above, Puget Sound Energy may decrease pro rata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.
4. **Separate Contract.** The purchase and implementation of the Resource Conservation Manager Services shall be pursuant to a separate contract between Participant and Resource Conservation Manager. Puget Sound Energy is not, and shall not be deemed to be, a party to any purchase, installation, or implementation contract. All obligations to any Resource Conservation Manager pursuant to any such contract shall be Participant's responsibility. Participant expressly acknowledges that Puget Sound Energy's involvement with respect to the Resource Conservation Manager Services, including but not limited to any energy analysis or inspection by Puget Sound Energy of the Premises or the Resource Conservation Manager Services, is solely undertaken in connection with furnishing the Grant. The types of materials, methods of installation, quality and timing thereof, and any warranties with respect to the Resource Conservation Manager Services or their installation or implementation at the Premises, are matters to be agreed upon solely between Participant and any Contractor or Resource Conservation Manger.

PUGET SOUND ENERGY HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PUGET SOUND ENERGY DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE RESOURCE CONSERVATION MANAGER SERVICES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE IMPLEMENTATION OF THE RESOURCE CONSERVATION MANAGER SERVICES, OR (C) THE INSTALLATION OR IMPLEMENTATION OF THE RESOURCE CONSERVATION MANAGER SERVICES.

5. **Release.** Participant releases Puget Sound Energy from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Resource Conservation Manager Services, (b) any materials and labor required for or used in the installation or implementation of the Resource Conservation Manager Services, (c) the implementation of the Resource Conservation Manager Services, or (d) the identification, handling and disposal of any associated hazardous waste materials.
6. **Disclaimer.** Puget Sound Energy conducts energy analyses at the request of its customers to determine the extent to which resource conservation measures are cost-effective. Any estimate of energy savings made by Puget Sound Energy in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular resource conservation measures and not to be used for any other purpose. Puget Sound Energy has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Resource Conservation Manager Services.

7. **Termination.** In the event a Participant's contribution to Puget Sound Energy's (PSE) recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Resource Conservation Manager Services multiplied by the dollar amount of the Grant with respect to such Resource Conservation Manager Services. The Resource Conservation Manager Grant agreement may be reviewed annually to determine the cost-effectiveness and assess continuance. Either party may terminate this agreement with 30 days notice to the other parties.
8. **Entire Agreement.** This Agreement is subject to the terms of the filed Electric Schedule 253 and Gas Schedule 208 tariffs, which are incorporated herein by this reference and as **Attachment C – PSE Resource Conservation Manager Tariffs**. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements with respect to the Resource Conservation Manager Services. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both parties.

Puget Sound Energy, Inc.

City of Bonney Lake

By: 
 David Landers
 Mgr Business Energy Management

By: _____
 Printed Name: _____
 Title: _____

Date Signed: 06/30/10

Date: _____

Federal Tax I.D. No.: _____

Attachments:

- A. Statement of Work
- B. Facilities Listing
- C. Tariff Documents.

ATTACHMENT A

SCOPE OF WORK

for

City of Bonney Lake: Shared RCM Program

Resource Conservation Manager Services

Project Intent:

The City of Bonney Lake (CUST) agrees to establish a Resource Conservation Manager (RCM) program which will provide coordination and leadership for effective and efficient management of all utility resources used throughout the following organizations: City of Bonney Lake, City of Buckley, City of Sumner, and the Sumner School District (MEMBERS).

The RCM Program will include management and evaluation of all utility resources including electricity, natural gas, water, wastewater, refuse, and recycling. The program will use a resource accounting software package to allow trained staff to monitor resource use and to report on savings and will focus on the development and implementation of a Resource Management Plan to achieve savings by coordinating efficient operations and quality maintenance with low-cost actions and behavior changes by the users at the facilities.

Services:

The following list of Resource Conservation Manager Services has been developed to support CUST. Tasks and deliverables associated with the successful completion and payment of grant amounts are described for each measure. All of the tasks must be completed in order to receive payment of the grant amount associated with each service. The expectation of this contract is that the RCM program will exist for a minimum of three-years from signing date. Contract renewals may be evaluated after the initial three-year period. The City of Bonney Lake will be responsible for billing PSE for the allocated amount below upon completion of each deliverable.

Table 1: RCM Services

Resource Conservation Manager Services	Grant #	Term	Measure Cost	Grant Amount
1. Resource Accounting Software		3 Years	Retail values is \$9,900, costs paid by PSE direct to vendor.	
2. RCM Program Start-up Incentive		1 Year	\$ 80,000	\$ 28,000
3. RCM Performance Incentive – 1		1 Year	\$ 80,000	\$ 28,000
4. RCM Performance Incentive – 2		1 Year	\$ 80,000	\$ 28,000
5. RCM Training Stipend		3 Years	\$ 2,000	\$ 2,000
TOTAL (includes sales tax)			\$ 242,000	\$ 86,000

1. Resource Accounting Software Grant

PSE will provide the customer with resource tracking software and annual software maintenance support for the term of this contract. In return, the customer is expected to complete the software setup including input of organization structure, building information, utility companies, and account numbers for all electricity, gas, water, wastewater, and solid waste accounts.

The City of Bonney Lake agrees to:

- a. Assign a dedicated person to compile facility information and work with other internal resources as needed to complete software setup process;
- b. Be available for on-site and off-site software training as needed;
- c. Work directly with PSE and other utilities to identify all accounts and meters for input into the software program;
- d. Work with MEMBERS accounting departments or others to obtain copies of the past 13 months (minimum) of utility and resource bills;
- e. Input cost and consumption information into the software program;
- f. Develop a process to receive copies of all monthly utility bills going forward;
- g. Submit a copy of initial Database to PSE for review;
- h. Work with PSE to resolve any issues identified during review of CUST's resource tracking database;
- i. Provide a dedicated person to maintain the database after the data review is complete;
- j. Allow PSE to use building data in calculation of PSE benchmarks and building efficiency ranking reports to be included with other facility databases and shared with RCM community; and
- k. Submit an updated copy of the resource tracking database to PSE quarterly

2. RCM Program Start-up Incentive

PSE will provide task-specific incentives to assist CUST with development of their RCM program. This one-time incentive will pay for 35% of the time spent on establishing the RCM program during the first year provided CUST completes the following deliverables.

- 2.1 Hire an RCM or dedicate staff time to RCM activities;
- 2.2 Populate and maintain a Resource Accounting Database (see item 1);
- 2.3 Complete a Resource Management Plan for MEMBERS. The Resource Management Plan provides an organizational guideline for effective and efficient management of all utility resources including electricity, natural gas, water, wastewater, refuse, and recycling;
- 2.4 Complete Facility Action Plans for MEMBERS Buildings as outlined in Attachment B. Facility Action Plans outline specific action items to be implemented that will reduce resource use in each facility. These items are identified through building walk-through audits and interviews with staff and occupants. WSU and PSE supported on-site facility audit assistance should be used to jump-start this process.

The City of Bonney Lake agrees to:

- a. Complete deliverables (2.1) through (2.4) as outlined above.
- b. Submit a copy of the Resource Management Plan or Plans and Facility Action Plans for all MEMBERS' facilities to PSE for review and comment;
- c. Work with PSE on recommended revisions and additions to the plans; and

- d. Provide annual reports to PSE to document action items taken with each MEMBER as identified in the plans and results achieved for the duration of the contract.

PSE will provide guidelines and assistance in the development of the plans and progress reports.

RCM Incentive Payment

CUST proposes to use a combination of administrative support staff to provide the centralized energy accounting, monitoring and reporting functions, and facilities maintenance staff to provide the technical on-site implementation of operational recommendations.

The startup incentive is based on the following staffing breakdown:

FTE – % RCM	RCM Hours	Name	Position	Total Annual Salary	RCM Portio of Salary	PSE Share
100%	2080	TBD	RCM	\$~80,000	\$80,000	\$ 28,000

The tasks outlined in the scope of work for this incentive are estimated to be completed in the first six to nine months of the agreement. The start-up incentive can be paid at the end of the first six-month period provided the Scope of Work as outlined above has been completed.

3. Performance Grant 1

Once the customer has completed the start-up deliverables outlined in item 4, and has achieved their collective year-one targeted PSE energy savings as outlined below in Table 2, they will be eligible to receive additional cash incentives for achieving further energy savings. The energy savings target for the first performance grant is a 5 percent reduction over the customer’s first year as shown in Table 2. Puget Sound Energy will provide a cash incentive equal to the Start-up Incentive once the customer achieves this pre-established PSE gas and electric target within its MEMBERS portfolio. Only savings achieved relative to occupant and behavioral practices and improvements in operation and maintenance (O&M) practices will be considered for the performance grant. To determine performance grant savings, energy usage will be adjusted for facility upgrades (ECMs), weather, and other major facility changes. The performance incentive will not be prorated for achieving lower or higher energy savings targets. CUST shall submit a report indicating energy savings achieved at each MEMBER organization.

Performance Grant 1 can be paid at the end of a twelve-month period following the completion of the Start-up scope of work provided that the customer completes the deliverables outlined at the end of item 7.

4. Performance Grant 2

The second performance incentive will operate under the same conditions as the first except that the target will be the projected savings for year three as outlined below in Table 2. Actual performance targets will be determined after the first year deliverables have been met and projected 3% savings has been achieved.

Table 2: Customer Baseline and PSE Savings Targets

PSE Energy Only	Electricity (kWh)	Natural Gas (Therms)	PSE Energy EUI (kBtu / SqFt)
Baseline	23,042,932	260,647	73.0
Year 1 Savings - Target 2%	553,030	6,256	71.3
Year 2 Savings - Target 3%	899,596	10,176	68.4
Year 3 Savings - Target 3%	863,612	9,769	65.7
TOTAL PSE SAVINGS	2,316,239	26,200	7.3

Savings Projection

The following table is an estimate of the savings potential from implementing 1.0 FTE of resource management activities at MEMBERS facilities.

Table 3: Customer Savings Projections

Fixed Baseline is Customer Profile	Resource Cost Savings	kWh	Therms
Year 1	\$ 59,515	553,030	6,256
Year 2	\$ 108,572	1,452,626	16,431
Year 3	\$ 172,298	2,316,239	26,200
Gross Savings	\$ 465,107		
<i>RCM Program Costs (minus Incentives)</i>	\$ 156,000		
NET PROGRAM SAVINGS	\$ 309,107	4,321,895	48,887

To qualify for Performance Incentives

The City of Bonney Lake agrees to:

- a. Provide adequate staffing and management to support 1.0 FTE RCM functions through the period of the agreement;
- b. Use a resource accounting tool to routinely monitor and track billing, use and expenditures;
- c. Establish year-prior-to agreement as baseline of use and expenditures, with provisions to modify for weather-adjustments, changes in square feet and changes in functionality;
- d. Develop and endorse a MEMBERSHIP-wide resource conservation policy;
- e. Develop and implement individual facility resource plans for MEMBERS facilities;
- f. Implement resource conservation activities per plans;
- g. Conduct quarterly meetings to update management and participants with savings reports and develop plans for the upcoming quarter; and
- h. Have RCM regularly attend PSE RCM network and training meetings;
- i. Provide annual reports to PSE with resource consumption and dollar savings attributed to the program.
- j. Allow PSE to promote CUST's success and program efforts via case-studies and other materials to help educate and advance the RCM community.

5. RCM Training Stipend

For each RCM FTE employed under a Puget Sound Energy RCM agreement, PSE will provide a grant of \$2,000 for training. The training budget is based on a negotiated PSE-

RCM discounted tuition for the Building Operator Certification (BOC) program. The stipend can be applied to any other equivalent, credentialed RCM-related training course with prior PSE approval only. Tuition allotment will be prorated based on customer FTE allocation.

The RCM will be responsible for initial payment and registration and any course-related materials and/or supplies. Travel or other ancillary costs will not be reimbursed. Upon completion of the training course, the RCM shall submit to PSE their final coursework and certificate of completion along with an invoice requesting reimbursement. PSE will review the submittal for successful completion of the training program, and upon approval, will make payment to CUST up to the amount of the training cost or stipend outlined in this grant.

The City of Bonney Lake agrees to:

- a. Submit a copy of the student's Project Coursework and Transcript upon completion of the full training series along with an invoice requesting payment.
- b. If requested, present an overview of their project to PSE and RCM customers.

**ATTACHMENT B:
FACILITY INVENTORY
for:
City of Bonney Lake Shared RCM Program Partners**

Customer	Site Name	Address	City	Facility Size (ft ²)	PSE Account Number
CITY OF BONNEY LAKE	NEW PUBLIC SAFETY BLDG.	18421 OLD BUCKLEY HWY.	BONNEY LAKE	31,000	TBD
CITY OF BONNEY LAKE	CITY HALL	19306 BONNEY LAKE BLVD.	BONNEY LAKE	6,300	TBD
CITY OF BONNEY LAKE	SENIOR CENTER	19304 BONNEY LAKE BLVD.	BONNEY LAKE	5,426	TBD
CITY OF BONNEY LAKE	Foodbank	18409 BONNEY LAKE BLVD.	BONNEY LAKE	2,560	TBD
CITY OF BONNEY LAKE	ANNEX - Wood Frame Portion	8720 184TH AVE. E.	BONNEY LAKE	2,400	TBD
CITY OF BONNEY LAKE	Ball Park Treatment Plant and fence	19515 So Tapps Hwy	BONNEY LAKE	2,400	TBD
CITY OF BONNEY LAKE	STREET DEPT. BLDG.	19306 BONNEY LAKE BLVD.	BONNEY LAKE	1,786	TBD
CITY OF BONNEY LAKE	SEWER DEPT. STORAGE	19306 BONNEY LAKE BLVD.	BONNEY LAKE	1,760	TBD
CITY OF BONNEY LAKE	ANNEX 64-24 Modular Section # CPX-08768	8720 184th Ave E	BONNEY LAKE	1,536	TBD
CITY OF BONNEY LAKE	Grainger Treatment Building and fence	17800 Ehl Rim Road	BONNEY LAKE	1,500	TBD
CITY OF BONNEY LAKE	Pinnacle Estates Booster Station and fence	1108 69th St. S.E., Auburn	BONNEY LAKE	1,500	TBD
CITY OF BONNEY LAKE	DOG POUND & CITY ENGINEER OFFICE	19306 BONNEY LAKE BLVD.	BONNEY LAKE	1,440	TBD
CITY OF BONNEY LAKE	LAKERIDGE BOOSTER PUMP STATION	4812 RIDGEWEST DR.	BONNEY LAKE	1,325	TBD
CITY OF BONNEY LAKE	LIFT STATION #13 (INCL. GENERATORS, PUMPS, ELECT. PANEL)	20919 CHURCH LAKE DRIVE E.	BONNEY LAKE	1,026	TBD
CITY OF BONNEY LAKE	Peaking Storage Booster Station/Thieman Property and fence	21719 96th St E	BONNEY LAKE	1,000	TBD
CITY OF BONNEY LAKE	PARKS & REC. BLDG.	BONNEY LAKE BLVD. & W. TAPPS	BONNEY LAKE	960	TBD
CITY OF BONNEY LAKE	TACOMA POINT WELL #6 CORROSION CONTROL	1110 182ND, SUMNER	SUMNER	850	TBD
CITY OF BONNEY LAKE	STORAGE SHED	PUBLIC WORKS DEPT.	BONNEY LAKE	720	TBD
CITY OF BONNEY LAKE	Panorama Booster Station and fence	1106 176th Ave. E.	BONNEY LAKE	700	TBD
CITY OF BONNEY LAKE	PUBLIC WORKS	19306 BONNEY LAKE BLVD.	BONNEY LAKE	700	TBD
CITY OF BONNEY LAKE	LIFT STATION #18, FENCE (INCL. GENERATORS, PUMPS & ELECT. PANEL)	21301 HWY 410	BONNEY LAKE	693	TBD
CITY OF BONNEY LAKE	GRAINGER PUMP HOUSE & TELEMETRY BLDG.	18100 HWY 410 (INCLUDES	BONNEY LAKE	616	TBD
CITY OF BONNEY LAKE	VICTOR FALLS PUMP, FENCE, TELEMETRY BLDG.	18326 RHODES LAKE RD. E.	BONNEY LAKE	609	TBD
CITY OF BONNEY LAKE	CARPENTER SHOP (Community Services)	19306 BONNEY LAKE BLVD.	BONNEY LAKE	600	TBD
CITY OF BONNEY LAKE	CITY HALL GENERATOR BLDG	19306 BONNEY LAKE BLVD.	BONNEY LAKE	600	TBD
CITY OF BONNEY LAKE	PUMP STATION	9301 ANGELINE ROAD	SUMNER	520	TBD
CITY OF BONNEY LAKE	LIFT STATION #12 & FENCE	20601 60TH STREET 3	BONNEY LAKE	504	TBD
CITY OF BONNEY LAKE	Ball Park Well #1 and fence	6001 192nd Ave. E.	BONNEY LAKE	500	TBD
CITY OF BONNEY LAKE	LIFT STATION #3 EQUIPMENT (GENERATOR/FENCE)	18704 82ND AVE. E.	BONNEY LAKE	480	TBD
CITY OF BONNEY LAKE	LIFT STATION #5 (INCL. PUMPS & ELECT. PANELS ONLY)	7002 MYERS RD.	BONNEY LAKE	455	TBD
CITY OF BONNEY LAKE	TACOMA POINT WELL #2 & FENCE	1110 182ND, SUMNER	SUMNER	448	TBD
CITY OF BONNEY LAKE	LIFT STATION EQUIPMENT #8 (GENERATOR/FENCE)	#8 6603 18TH AVE. E	BONNEY LAKE	416	TBD
CITY OF BONNEY LAKE	LIFT STATION #7 (INCL. PUMPS & ELECT. PANELS ONLY)	19307 65TH ST. E	BONNEY LAKE	400	TBD
CITY OF BONNEY LAKE	PARK RESTROOMS	BONNEY LK BLVD. & W. TAPPS	BONNEY LAKE	400	TBD
CITY OF BONNEY LAKE	LIFT STATION #11, GENERATOR, FENCE, PUMPS, ELECT. PANEL	5531 W. TAPPS HWY	BONNEY LAKE	391	TBD
CITY OF BONNEY LAKE	LIFT STATION EQUIP. AT PONDEROSA GEN SET	19808 106TH CT. E.	BONNEY LAKE	391	TBD
CITY OF BONNEY LAKE	LIFT STATION #4	18308 77TH STREET E.	BONNEY LAKE	375	TBD
CITY OF BONNEY LAKE	LIFT STATION #14 & FENCE (INC. GENERATORS, PUMPS, ELECT. PANEL)	21002 64TH STREET E.	BONNEY LAKE	360	TBD
CITY OF BONNEY LAKE	LIFT STATION #15, GENERATOR, FENCE, PUMPS, ELECT. PANEL.	7418-A VANDERMARK RD.	BONNEY LAKE	350	TBD
CITY OF BONNEY LAKE	Allen Yorke Park	Bonne Lake Blve & West Tapps Hwy	BONNEY LAKE	312	TBD
CITY OF BONNEY LAKE	Bonney Lake Water Tank - Radio & Microwave Equipment	10920 199th Ave Ct. E.	BONNEY LAKE	312	TBD
CITY OF BONNEY LAKE	LIFT STATION #6 (INCL. PUMPS & ELECT. PANELS ONLY)	18723-A MEGHEE DR.	BONNEY LAKE	308	TBD
CITY OF BONNEY LAKE	GENERATOR BLDG. (INCL. GENERATOR)	9301 ANGELINE RD.	BONNEY LAKE	300	TBD
CITY OF BONNEY LAKE	PONDEROSA BOOSTER PUMP STATION	19808 106TH CT. E	BONNEY LAKE	288	TBD
CITY OF BONNEY LAKE	WELL #1 BLDG. (INC. PUMP & MOTOR)	6001 LAKELAND WAY	SUMNER	256	TBD
CITY OF BONNEY LAKE	WELL #4 BLDG. (INC. PUMPS & MOTOR)	1110 182ND	SUMNER	256	TBD
CITY OF BONNEY LAKE	LIFT STATION #16 (INCL. PUMPS & ELECT. PANEL ONLY)	20825 60TH ST. E	BONNEY LAKE	231	TBD
CITY OF BONNEY LAKE	LIFT STATION #1 & FENCE	18215 A 95TH LOOP STREET E.	BONNEY LAKE	200	TBD
CITY OF BONNEY LAKE	Lift Station #10 White River Estates and fence	22609 Connell's Prairie Rd.	BONNEY LAKE	200	TBD
CITY OF BONNEY LAKE	Lift Station #2 Sky Island, Generator and fence	9914 176th Ave. E.	BONNEY LAKE	200	TBD
CITY OF BONNEY LAKE	Lift Station #22 Brookfield III, Generator and fence	19349 100th SL E.	BONNEY LAKE	200	TBD
CITY OF BONNEY LAKE	Lift Station #9 Mountain Creek, Generator and fence	9300 225th Ave. E.	BONNEY LAKE	200	TBD
CITY OF BONNEY LAKE	Victor Falls Generator and Cinderblock Walls	18306 Rhodes Lake Road	BONNEY LAKE	200	TBD
CITY OF BONNEY LAKE	PONDEROSA FIRE BOOSTER PUMP STATION	19808 106TH CT. E	BONNEY LAKE	196	TBD
CITY OF BONNEY LAKE	LIFT STATION #21/GENERATOR SET	PANORAMA WEST - 16910 WEST	BONNEY LAKE	N/A	TBD
CITY OF BONNEY LAKE	LAKERIDGE WATER TANK (800,000 GAL.)	4812 RIDGE WEST DRIVE	SUMNER	N/A	TBD
CITY OF BONNEY LAKE	PONDEROSA WATER TANK (1,000,000 GAL.)	19808 106TH CT. E	BONNEY LAKE	N/A	TBD
CITY OF BONNEY LAKE	TACOMA POINT WATER TANK (1250000 GAL.)	1110 182ND N. SUMMER	SUMNER	N/A	TBD
CITY OF BONNEY LAKE	PONDEROSA TANK #2 (2800000 GAL.)	18797 195TH CT. E.	BONNEY LAKE	N/A	TBD
CITY OF BONNEY LAKE	Peaking Storage Tank Site(15 mil.Gal)/Thieman Property and fence	21719 96th ST E	BONNEY LAKE	N/A	TBD
CITY OF BONNEY LAKE	LIFT STATION #19/GENERATOR SET	11120-A 184TH AVE. PL. E	BONNEY LAKE	N/A	TBD
CITY OF BONNEY LAKE	LIFT STATION #20/GENERATOR SET	SPRING HEAVEN 182ND ST.	BONNEY LAKE	N/A	TBD
CITY OF BONNEY LAKE	LIFT STATION #17	9301 ANGLINE RD.	BONNEY LAKE	N/A	TBD
TOTAL FLOOR AREA (ft²) - CITY OF BONNEY LAKE:				79,658	
City of Buckley	Police/Fire Station	133-51 Cedar St	Buckley	9,559	TBD
City of Buckley	Multi-Purpose Bldg	811 Main St	Buckley	6,623	TBD
City of Buckley	Community Center	127 N. River Ave	Buckley	5,400	TBD
City of Buckley	City Shop	243 Pearl St	Buckley	4,500	TBD
City of Buckley	Museum	175 N. Coltsage St	Buckley	4,200	TBD
City of Buckley	WWTP Dewatering Bldg/Digesters	600 Hatch Street	Buckley	3,444	TBD
City of Buckley	Single Family Dwelling	600 Rosewood Dr	Buckley	2,772	TBD
City of Buckley	Youth Center	251 S River Ave	Buckley	2,688	TBD
City of Buckley	City Hall	933 Main St	Buckley	2,301	TBD
City of Buckley	WWTP Process Bldg	600 Hatch Street	Buckley	1,716	TBD
City of Buckley	Miller Property	400 S. A Street	Buckley	1,536	TBD
City of Buckley	Parks & Storage	243 Pearl St	Buckley	1,482	TBD
City of Buckley	WWTP Control Bldg	600 Hatch Street	Buckley	1,451	TBD
City of Buckley	WWTP UV Bldg	600 Hatch Street	Buckley	840	TBD
City of Buckley	Garage	873 Main Street	Buckley	784	TBD
City of Buckley	WWTP Chemical Bldg	600 Hatch Street	Buckley	488	TBD

**ATTACHMENT B:
FACILITY INVENTORY
for:
City of Bonney Lake Shared RCM Program Partners**

Customer	Site Name	Address	City	Facility Size (ft ²)	PSE Account Number
City of Buckley	Pump House Well 2 And 4	104XX Levesque Rd	Buckley	300	TBD
City of Buckley	PUMP HOUSE WELL #1	287 Naches St	Buckley	300	TBD
City of Buckley	Park Restroom	221 N. River Ave.	Buckley	90	TBD
City of Buckley	Water Booster Station	2191 Ryan Rd	Buckley	N/A	TBD
TOTAL FLOOR AREA (ft²) - CITY OF BUCKLEY:				50,453	
City of Sumner	WWTP	13114-63rd St E (STP)	Sumner	29,280	630-524-100-9
City of Sumner	CITY HALL	1104 Maple (City Hall)	Sumner	24,541	855-377-400-4
City of Sumner	City Shops	4711 142nd Ave E (new shops)	Sumner	17,562	073-168-500-4
City of Sumner	Community Service Center	1110 Fryar Ave (MSC)	Sumner	7,500	022-452-900-8
City of Sumner	Golf Course Maintenance Building	2201 148th Ave East	Sumner	7,000	n/a
City of Sumner	Building F - WWTF SOLIDS HANDLING	Handling	Sumner	6,300	328-660-509-6
City of Sumner	SENIOR CENTER	15506 62nd St Ct E (Street)	Sumner	6,000	184-219-100-7
City of Sumner	Building C - WWTF EQUIPMENT	13114 63rd St. E., Bldg. #3	Sumner	4,500	328-660-806-6
City of Sumner	Chapel Mausoleum	2300 Valley Ave/Chapel Maus	Sumner	3,816	542-364-000-1
City of Sumner	Cemetery Maintenance Building	12324 Valley Ave. E.	Sumner	3,425	328-648-500-4
City of Sumner	RYAN HOUSE MUSEUM	1228 Main St (Hist Mus)	Sumner	2,500	551-974-000-4
City of Sumner	GOLF COURSE CLUBSHOUSE	8TH AND EAST VALLEY RD	Sumner	2,500	n/a
City of Sumner	Rental House	16515 64th St East	Sumner	1,800	n/a
City of Sumner	Temporary Clubhouse	14802 Stewart Road	Sumner	1,440	n/a
City of Sumner	BACHMAN RESIDENCE HOUSE/GARAGE	714 Harrison St	Sumner	1,426	328-660-748-0
City of Sumner	Sumner Parks Storage / Office	Lights	Sumner	1,400	749-748-100-7
City of Sumner	New Cemetery Office	2300 Valley Ave (Cem Office)	Sumner	851	342-364-000-6
City of Sumner	Sumner Downtown Association	906 Kincaid DTPark	Sumner	630	720-974-000-5
City of Sumner	Sewage Lift Station	Sta)	Sumner	225	548-125-000-8
City of Sumner	Chlorine Station - Sumner Springs	4721 Parker Rd E (Water)	Sumner	120	759-084-100-8
City of Sumner	Chlorine Station - County Spring	5221 - 160th Ave E (Water)	Sumner	120	661-084-100-6
City of Sumner	SOUTH WELL	16404-78TH AVE E (So. Well Pump)	Sumner	100	091-225-000-8
City of Sumner	Well House	16408 78th Ave E	Sumner	99	n/a
City of Sumner	Sewage Lift Station	100 Mt Circle Dr (Sew Lift Sta)	Sumner	79	448-125-000-1
City of Sumner	Sewage Lift Station	100 Cherry St (Sew Lift Sta)	Sumner	50	348-125-000-3
City of Sumner	Sewage Lift Station	1600 Bonney Ave (Sew Lift Sta)	Sumner	50	638-125-000-7
City of Sumner	Sewage Lift Station	2000 Fryar (Sew Lift Sta)	Sumner	50	627-125-000-0
City of Sumner	Sewage Lift Station	4617 Parker (Water Meter Vault)	Sumner	50	622-225-000-0
City of Sumner	Sewage Lift Station	Parker Rd & Main St (Sew Lift Sta)	Sumner	50	318-125-000-6
City of Sumner	Master Meter Bldg	5215 VanTassel (Water Meter Vault)	Sumner	40	202-225-000-1
City of Sumner	13407 - 16th St E	13408 - 16th St E	Sumner	N/A	169-959-100-2
City of Sumner	13607 Pump 13	13608 Pump 13	Sumner	N/A	328-660-575-7
City of Sumner	13905 16TH ST E	13906 16TH ST E	Sumner	N/A	069-959-100-4
City of Sumner	14899 24th St E - Pump 14	14900 24th St E - Pump 14	Sumner	N/A	328-660-847-0
City of Sumner	1807 E Viley Highway Pump	1808 E Viley Highway Pump	Sumner	N/A	328-660-116-0
City of Sumner	Cemetery Well Pump	2300 Valley (Cemetery Well Pump)	Sumner	N/A	088-325-000-3
City of Sumner	Cemetary Shop	2300 Valley Ave (Cem Shop)	Sumner	N/A	442-364-000-4
City of Sumner	Sewage Lift Station	2301 Tacoma Ave (Sew Lift Sta)	Sumner	N/A	040-274-000-5
City of Sumner	2499 Cottage Road E. - North Tank	2500 Cottage Road E. - North Tank	Sumner	N/A	328-660-696-1
City of Sumner	4501 142nd Ave E	4502 142nd Ave E	Sumner	N/A	744-359-100-8
City of Sumner	Sewer Treatment Station Pump	Pump)	Sumner	N/A	102-225-000-3
City of Sumner	5711 160th Ave E (Sewer)	5712 160th Ave E (Sewer)	Sumner	N/A	696-029-100-0
City of Sumner	RED APPLE	822 Alder Ave	Sumner	N/A	109-813-720-9
City of Sumner	Downtown Restroom	Downtown Restroom	Sumner	N/A	572-040-821-9
City of Sumner	Loyalty Park Irrigation System	Loyalty Park Irrigation System	Sumner	N/A	580-887-413-4
City of Sumner	Sumner Viewpoint Pump Station 8000 172nd	8000 172nd	Sumner	N/A	328-660-545-0
TOTAL FLOOR AREA (ft²) - CITY OF SUMNER:				123,494	
Sumner School District	Sumner High School	1707 Main St	Sumner	190,910	488-198-100
Sumner School District	Bonney Lake High School	10920 199th Ave Ct. E.	Bonney Lake	178,858	537-214-985
Sumner School District	Sumner Middle School	1508 Willow St	Sumner	94,702	313-425-000
Sumner School District	Mt View Middle School	10921 199th Ave Ct E	Bonney Lake	82,000	061-888-100
Sumner School District	Lakeridge Middle School	5909 Myers Rd E	Bonney Lake	75,737	650-225-000
Sumner School District	Various portables within the district	N/A	N/A	52,575	N/A
Sumner School District	Crestwood Elementary School	3914 West Tapps Dr E	Bonney Lake	48,401	443-977-100
Sumner School District	Liberty Ridge Elementary School	12202 209th Ave Ct E	Bonney Lake	48,400	728-737-100
Sumner School District	Daffodil Valley Elementary School	1509 Valley Ave	Sumner	48,035	466-910-200
Sumner School District	Emerald Hills Elementary School	19515 South Tapps Dr E	Bonney Lake	48,000	432-004-100
Sumner School District	Victor Falls Elementary School	11401 188th Ave Ct E	Bonney Lake	47,992	201-225-000
Sumner School District	Elementary #9	13802 Canyon Falls Blvd	Bonney Lake	47,612	104-800-766
Sumner School District	Maple Lawn Elementary School	230 Wood Ave	Sumner	43,371	567-125-000
Sumner School District	Bonney Lake Elementary School	18715 80th St E	Bonney Lake	41,304	311-225-000
Sumner School District	McAlder Elementary School	15502 96th St E	Puyallup	36,144	681-225-000
Sumner School District	Support Services Transportation	19701 104th St E	Bonney Lake	28,723	488-118-100
Sumner School District	Administration Building	1202 Wood Ave	Bonney Lake	27,500	359-259-099
Sumner School District	Support Services Main and Child N	19701 104th St E	Bonney Lake	17,576	247-908-100
Sumner School District	Sumner Swimming Pool	1707 Main St	Sumner	16,933	SHS billing
Sumner School District	Robert Miller Gym	15206 Daffodil St Ct E	Sumner	5,912	618-125-000
TOTAL FLOOR AREA (ft²) - SUMNER SCHOOL DISTRICT:				1,180,665	
TOTAL FLOOR AREA (ft²) - GROUP				1,434,290	

Fourth Revision of Sheet No. 253
 Canceling Third Revision
 of Sheet No. 253
 WN U-60

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 253
ELECTRICITY ENERGY EFFICIENCY PROGRAM
Resource Conservation Manager (RCM) Program

1. **AVAILABILITY:**
 Any school district, public-sector government agency, commercial, or industrial Customer with multiple accounts or facilities with qualifying usage receiving Electric Service under Electric Tariff G from the Company. (C)

2. **MEASURES:**
 Cost-effective electricity savings, as well as savings involving other resources (e.g., natural gas, propane, oil, water, sewer, solid waste and recycling) will be achieved through use of an on-site Resource Conservation Manager (RCM). This individual(s) will be retained by the Customer and accountable for bill savings attributable to efficiency improvements in: (O)
 - a. Occupant and behavior practices by building occupants
 - b. Operations and maintenance (O&M) practices by administrators, managers and operations personnel

3. **ANALYSIS:**
 Baseline electricity and other resource use and expenditures will be established. A facilities plan will be established and put in place. Tracking of implementation activities and monitoring of consumption and costs will be conducted on an ongoing basis and used as a basis for determining resource savings.

4. **SERVICES:**
 The Company will make a preliminary estimate with the Customer of the cost-effectiveness of the RCM program. Services may include, but are not limited to the following, negotiated to meet the specific needs of the Customer:
 - a. A guarantee that the Customer's total resource bill savings achieved by RCM activities exceed the salary of an RCM position. If not, the difference will be paid to the Customer, up to the value of the electricity savings achieved.
 - b. Assistance in hiring and/or training a Resource Conservation Manager.
 - c. Assistance in development of baseline resource use and expenditures, resource policy guidelines, and ongoing monitoring and reporting of resource use and expenditures.
 - d. Partial funding of the RCM position, for a limited time; providing there is mutual agreement for position's continuance after the period of funding support terminates.

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 Advice No.: 2009-31

Effective: January 1, 2010

Issued By Puget Sound Energy

By: Tom DeBoer Tom DeBoer Title: Director, Federal & State Regulatory Affairs

WN U-60 Fifth Revision of Sheet No. 253-a
Canceling Fourth Revision
of Sheet No. 253-a

**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE 253
ELECTRICITY ENERGY EFFICIENCY PROGRAM
Resource Conservation Manager (RCM) Program
(Continued)**

- e. Access to electronic PSE energy use data for importing to energy accounting software
- f. Company hosted periodic meetings to allow RCMs to evaluate and review resource management techniques with peers also participating in the program
- g. Educational and other materials for classroom or building occupant use
- h. On-line energy-use monitoring services may be provided at no charge for up to two years at selected facilities, provided compatible metering and remote data retrieval capability is in place. PSE is not obligated to repair, replace or upgrade noncompatible meters.

- 5. **FUNDING:** (N)
Funding is subject to Company-approved savings estimates and analysis. Funding for Customers on Schedules 448, 449, 458 and 459 will be through their individual allocations under Schedule 258. (N)
- 6. **CUSTOMER OBLIGATIONS:** (T)
Customers shall enter into RCM Agreement with the Company, and therein must agree to retain the services of a RCM for their facilities. The RCM will routinely prepare energy accounting reports showing energy use and costs for each facility. Customers must commit staff necessary to continue resource monitoring efforts at a "match" of the time period for which the Company provides any guarantee. Furthermore, the Customer agrees to adopt a resource policy guide and incorporate the guidelines into standard practice for facility operations within one year of signing the Agreement. The RCM Agreement will be reviewed annually to determine the cost-effectiveness and assess continuance following which either party may terminate the agreement with 30 days written notice.
- 7. **SCHEDULE 83:** (T)
Service under this schedule is subject to the provisions of Schedule 83, Electricity Conservation Service, contained in this tariff.
- 8. **GENERAL RULES AND PROVISIONS:** (T)
Service under this schedule is subject to the General Rules and Provisions contained in this tariff.

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By: Tom DeBoer Tom DeBoer Title: Director, Federal & State Regulatory Affairs

WN U-2
Fourth Revision of Sheet No. 1208
Canceling
Third Revision of Sheet No. 1208

PUGET SOUND ENERGY
NATURAL GAS SCHEDULE NO. 208
NATURAL GAS ENERGY EFFICIENCY PROGRAM
Resource Conservation Manager (RCM) Program

Section 1: Availability

Any school district, public-sector government agency, commercial, or industrial Customer with facilities receiving bundled natural gas service under the Company's natural gas tariff. (T)

Section 2: Measures

Cost-effective natural gas savings, as well as savings involving other resources (e.g., electricity, propane, oil, water, sewer, solid waste and recycling) will be achieved through use of an on-site "Resource Conservation Manager" (RCM). The individual(s) will be retained by the Customer and accountable for bill savings attributable to efficiency improvements in:

- a. Occupant and behavior practices by building occupants.
- b. Operations and maintenance (O&M) practices by administrators, managers and operations personnel

Section 3: Analysis

Baseline gas and other resource use and expenditures will be established. A facilities plan will be established and put in place. Tracking of implementation activities and monitoring of consumption and costs will be conducted on an ongoing basis and used as a basis for determining resource savings.

Section 4: Services

The Company will make a preliminary estimate with the Customer of the cost-effectiveness of the RCM program. Services may include, but are not limited to, the following, negotiated to meet the specific needs of the Customer:

(Continued on Sheet No. 1208-A)

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 Fourth Revision of Sheet No. 1208-A

PUGET SOUND ENERGY
 NATURAL GAS SCHEDULE NO. 208 (Continued) (T)
 NATURAL GAS ENERGY EFFICIENCY PROGRAM (C)
 Resource Conservation Manager (RCM) Program

- a. A guarantee that the Customer's total resource bill savings achieved by RCM activities exceed the salary of an RCM position. If not, the difference will be paid to the Customer, up to the value of the gas savings achieved.
- b. Assistance in hiring and/or training a Resource Conservation Manager.
- c. Assistance in development of baseline resource use and expenditures, resource policy guidelines, and ongoing monitoring and reporting of resource use and expenditures.
- d. Partial funding of the RCM position, for a limited time; providing there is mutual agreement for position's continuance after the period of funding support terminates. (T)
- e. Access to electronic Company energy use data for importing to energy accounting software.
- f. Company-hosted periodic meetings to allow RCMs to evaluate and review resource management techniques with peers also participating in the program.
- g. Educational and other materials for classroom or building occupant use.
- h. Online energy-use monitoring services may be provided at no charge for up to two years at selected facilities, provided compatible metering and remote data retrieval capability is in place. PSE is not obligated to repair, replace or upgrade noncompatible meters. (C)

Section 5: Customer Obligations (T)

Customers shall enter into an RCM Agreement with the Company, and therein must retain the services of a Resource Conservation Manager for their facilities. The RCM will routinely prepare energy accounting reports showing energy use and costs for each facility. Customers must commit staff necessary to continue resource monitoring efforts at a "match" of the time period for which the Company provides any guarantee. Furthermore, the Customer agrees to adopt a resource policy guide and incorporate the guidelines into standard practice for facility operations within one year of signing the agreement. The RCM Agreement will be reviewed annually to determine the cost-effectiveness and assess continuance, following which either party may terminate the agreement with 30 days notice. (C)

(Continued on Sheet No 1208-B)

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 Advice No.: 2007-33

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By: Tom DeBoer Tom DeBoer Title: Director, Rates & Regulatory Affairs

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Fifth Revision of Sheet No. 1208-B
Canceling
Fourth Revision of Sheet No. 1208-B

PUGET SOUND ENERGY
NATURAL GAS SCHEDULE NO. 208 (Continued)
NATURAL GAS ENERGY EFFICIENCY PROGRAM
Resource Conservation Manager (RCM) Program

(T)
(C)

Section 6: Schedule 183

(D)(N)

Service under this schedule is subject to the provisions of Schedule 183, Natural Gas
Conservation Service, contained in this tariff

| |
| |
| (N)

Section 7: General Rules and Regulations

(D)
(M)(T)

Service under this schedule is subject to the rules and regulations contained in this tariff.

|
(M)

(M) Transferred from Sheet No. 1208

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Advice No.: 2007-33

Effective: January 1, 2008

Issued By Puget Sound Energy

By: Tom DeBoer Tom DeBoer

Title: Director, Rates & Regulatory Affairs

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> Exec / Brian Hartsell	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-120
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2055	<u>Councilmember Sponsor:</u>

Agenda Subject: Contract to Sound Environmental Consulting for Resource Conservation Management Services

Proposed Motion: AB10-120 - Resolution 2055 - A Resolution of the Bonney Lake City Council authorizing the city to award a contract for Resource Conservation Manager services to Sound Environmental Consulting.

Administrative Recommendation: Approve proposed resolution.

Background Summary: The Resource Conservation Manager (RCM) program is a new program created by the Washington State Department of Commerce (DOC) utilizing ARRA Energy Efficiency Community Block Grant funds. Program and technical support will be provided by the Washington State University (WSU) Extension Energy Program. The RCM program called for a partnership to be formed by neighboring agencies that have a specified minimum combined amount of resource consumption wherein an RCM could be contracted to assist the partnership with finding, recommending, implementing, and monitoring efficient resource consumption practices. The overall intent of the RCM Service is to bring about reductions in resource/utility expenditures for participating agencies. The partnership will be supported by an interlocal agreement (AB10-10, Res 2000) between Bonney Lake, Sumner, Sumner School District, and Buckley. The partnership reviewed three proposals and found Sound Environmental Consulting as the most qualified and cost-effective contract to perform RCM services.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation:			
<p>The contract with SEC would commence on 1 September, 2010 and continue for 24 months. The negotiated fee structure for this 24-month period is 3,680 hours at \$60.00/hr. Hours are based upon a standard 40-hour workweek, with 240 hours, or 30 days, of unpaid vacation/sick each year. The partnership will evaluate program success and effectiveness through the 24-months and recommend termination or contract renewal. The DOC/WSU grant (AB10-118/Resolution 2053) will fund \$50,000 in year 1, and \$25,000 in year 2, to offset the contract cost. The RCM cost would further be offset, approximately \$28,000/year for three years, through acceptance of the RCM Services Grant through Puget Sound Energy (AB10-119/Resolution 2054). PSE's grant agreement is 3-years, with a 30-day notice out clause. Further, the RCM will work with the partnership to locate additional funding or incentives to help fund any resource conservation projects that may be identified. Bonney Lake would be committing the estimated annual amounts detailed in the attached RCM funding calculator. The actual amount for the first year is based on 2009 utility consumption proportions between partners. Proportions will be updated each year of the grant program to reflect updated utility consumption. Contractor charges will be expensed to facilities professional services, and then a line-item transfer will be made out of the utility accounts to cover the professional services (based on the assumption that the position will pay for itself through utility savings).</p>			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 13 Jul 2010

Commission/Board Review Date: -

Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s): 07/27/10

Tabled To Date:

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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RESOLUTION NO. 2055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO AWARD A CONTRACT FOR RESOURCE CONSERVATION SERVICES TO SOUND ENVIRONMENTAL CONSULTING.

WHEREAS, the City of Bonney Lake resolved to accept grants for Resource Conservation Manager Services from Dept of Commerce, Washington State University Energy Extension Program, and Puget Sound Energy; and

WHEREAS, the City has resolved to enter into a multi-jurisdictional partnership for Resource Conservation Manager Services; and

WHEREAS, the City of Bonney Lake has assumed the role as lead partner in providing administrative oversight of the Resource Conservation Manager program on behalf of all the parties;

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to award a contract for resource conservation management services to Sound Environmental Consulting.

PASSED by the City Council this 27th day of July, 2010

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Proposed RCM Program Support (with PSE Support)

Assumptions

Description	Year 1	Year 2	Year 3
Partnership RCM Budget Estimate	\$110,400	\$110,400	\$110,400
WSU Grant	\$50,000	\$25,000	\$0
PSE Grant	\$28,000	\$28,000	\$28,000

Notes
Utility expenses are based on year 2009 in this analysis. Partner contributions are based on each partner's percentage of total utility costs reported.
Previous experience with RCM programs has shown that an average of 5% savings can be expected after the start-up year. Savings could be higher. The "Projected Monthly Benefit" column is predicated on that percentage. The "Cumulative Net Benefit" shows the project-to-date projected benefit after contributions during the grant performance period.

<i>Based on estimate of \$100K requirement to fund RCM</i>	With WSU & PSE Participation
Year 1	
RCM funded by grant	\$ 78,000
Amount funded by partners	\$ 32,400
Year 2	
RCM funded by grant	\$ 53,000
Amount funded by partners	\$ 57,400
Year 3	
RCM funded by grant	\$ 28,000
Amount funded by partners	\$ 82,400

PARTNERSHIP FUNDING SCENARIOS

YEAR 1--With WSU & PSE contributions.	2009 Total Utility Expense	Percent of Total Expense	Partner Contribution Amount	Monthly Contribution Payment	Projected Monthly Benefit	Annual Benefit	Cumulative Net Benefit
City of Bonney Lake	\$ 838,944	21%	\$ 6,873	\$573	\$ -	\$ (6,873)	\$ (6,873)
City of Buckley	\$ 320,630	8%	\$ 2,627	\$219	\$ -	\$ (2,627)	\$ (2,627)
City of Sumner	\$ 870,231	22%	\$ 7,130	\$594	\$ -	\$ (7,130)	\$ (7,130)
Sumner School District	\$ 1,924,855	49%	\$ 15,770	\$1,314	\$ -	\$ (15,770)	\$ (15,770)
Totals	\$ 3,954,660	100%	\$ 32,400	\$ 2,700	\$ -	\$ (32,400)	\$ (32,400)

YEAR 2--With WSU & PSE contributions.	2009 Total Utility Expense	Percent of Total Expense	Partner Contribution Amount	Monthly Contribution Payment	Projected Monthly Benefit	Annual Benefit	Cumulative Net Benefit
City of Bonney Lake	\$ 838,944	21%	\$ 12,177	\$1,015	\$ 3,496	\$ 29,770	\$ 22,897
City of Buckley	\$ 320,630	8%	\$ 4,654	\$388	\$ 1,336	\$ 11,378	\$ 8,751
City of Sumner	\$ 870,231	22%	\$ 12,631	\$1,053	\$ 3,626	\$ 30,881	\$ 23,751
Sumner School District	\$ 1,924,855	49%	\$ 27,938	\$2,328	\$ 8,020	\$ 68,304	\$ 52,534
Totals	\$ 3,954,660	100%	\$ 57,400	\$ 4,783	\$ 16,478	\$ 140,333	\$ 107,933

YEAR 3--With PSE contribution only.	2009 Total Utility Expense	Percent of Total Expense	Partner Contribution Amount	Monthly Contribution Payment	Projected Monthly Benefit	Annual Benefit	Cumulative Net Benefit
City of Bonney Lake	\$ 838,944	21%	\$ 17,480	\$1,457	\$ 3,496	\$ 24,467	\$ 47,364
City of Buckley	\$ 320,630	8%	\$ 6,681	\$557	\$ 1,336	\$ 9,351	\$ 18,102
City of Sumner	\$ 870,231	22%	\$ 18,132	\$1,511	\$ 3,626	\$ 25,379	\$ 49,130
Sumner School District	\$ 1,924,855	49%	\$ 40,107	\$3,342	\$ 8,020	\$ 56,136	\$ 108,670
Totals	\$ 3,954,660	100%	\$ 82,400	\$ 6,867	\$ 16,478	\$ 115,333	\$ 223,266

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of September, 2010, by and between the City of Bonney Lake (“City”) and Sound Environmental Consulting (“Contractor”).

The City of Bonney Lake will serve as the lead agency of a partnership formed by the City of Bonney Lake, City of Buckley, City of Sumner, and the Sumner School District (“Partnership”). As such, the City of Bonney Lake, or “City,” will represent the partnership for the administration of this personal services agreement, which agreement will implement and support the Multi-Agency Shared Resource Conservation Manager Program. The parties hereby agree as follows:

- 1.0 Scope of Work.** The Contractor shall perform all work and provide all materials described in the Scope of Work and contained in the original RFP documents issued by the City (Exhibit A). Such work shall be performed using facilities, equipment and a dedicated staff member provided by Contractor, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Contractor shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Contractor 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. The Work Approach submitted by Sound Environmental Consulting (SEC) in their proposal is attached as Exhibit B and is also incorporated into this Agreement by reference. Any terms contained in the Proposal shall be binding upon the Contractor, including but not limited to the pricing information supplied in the SEC proposal and attached as Exhibit C. In the event of a conflict in terms, this Agreement shall govern.
- 2.0 Ownership of Work Product.** Documents, presentations and any other work product produced by the Contractor 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 Contractor.
- 3.0 Payment/Pricing.** The Contractor shall invoice the City monthly, and be paid on a monthly basis by the City, for services rendered under this Agreement pursuant to the rates and charges set out in Contractor’s submitted proposal. These rates and charges are summarized in Exhibit C, 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 C; *provided*, that payment for work within the Scope of Work and Work Approach (Exhibits A and B) shall not exceed the fee/hour estimate set out in Exhibit C without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Contractor shall constitute a release of all claims, related

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

The Contractor and any sub-Contractors 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 Contractor receives final payment.

3.0.1 Price Reduction. The City and Contractor will work together to determine the most cost effective approach to execute the scope of work that meets the needs of the City. If during the life of the contract the vendor establishes lower pricing with other clients for services of a similar scope, the vendor shall apprise the City and shall make such pricing available to the City.

3.0.2 Terms and Conditions of Payment. The City of Bonney Lake shall make payment on completed orders within thirty (30) days of receiving invoicing.

3.0.2.1 Invoices and Purchase Orders. The Contractor shall provide the City with invoices that are fully documented as to services rendered. An open Purchase Order (PO) may be established by the City for the RCM service. No payments shall be made on invoices not listing a valid PO number.

3.0.3 Permits, Licenses, and Certificates. The contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all permits, licenses (i.e. Washington State Business License), and certificates required in connection with the performance of services under this Contract.

4.0 Changes in Work. The Contractor 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.

5.0 Extra Work. The City may desire to have the Contractor 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 Contractor prior to resolution of any such dispute shall waive any claim by the Contractor for compensation as Extra Work.

6.0 Employment. Any and all employees of Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the City, and any and all claims that may or

might arise under the Workers' Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Contractor's or Contractor'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 Contractor's employees, while so engaged, shall be the sole obligation and responsibility of the Contractor. The Contractor's relation to the City shall at all times be as an independent contractor.

- 7.0 Nondiscrimination and Legal Compliance.** Contractor agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Contractor understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Contractor shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.
- 8.0 Contract Term.** This Contract shall be in effect for a period of twenty-four (24) months, beginning on the date of execution. The Parties may mutually agree to extend the contract for additional one-year terms.
- 9.0 Termination by City.** The City may terminate this Agreement at any time upon not less than thirty (30) days written notice to Contractor, subject to the City's obligation to pay Contractor in accordance with subsections 9.0.1, 9.0.2, and 9.0.3 below.
- 9.0.1** In the event this Agreement is terminated by the City other than for fault on the part of the Contractor, a final payment shall be made to the Contractor for actual cost of work complete at the time of termination of the Agreement. In addition, the Contractor shall be paid on the same basis as above for any authorize Extra Work completed. No payment shall be made for any work completed after thirty (30) days following receipt by the Contractor of the termination notice. If the accumulated payment(s) made to the Contractor 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 Contractor shall immediately reimburse the City for any excess paid.
- 9.0.2** In the event the services of the Contractor are terminated by the City for fault on the part of the Contractor, subsection 9.0.1 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 Contractor 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 9.0.1 of this section applied.

9.0.3 In the event this Agreement is terminated, the original copies of all work products prepared by the Contractor 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 Contractor.

10.0 Termination by Contractor. Contractor may terminate this Agreement with 60 days notice to the City.

11.0 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.

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

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

12.0.2 Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

12.0.2.1 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. Each member of the partnership shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the partnership.

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

12.0.2.3 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.

12.0.3 Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

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

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

12.0.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

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

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

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

12.0.6 Verification of Coverage. Contractor 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 Contractor before commencement of the work.

13. Subletting or Assigning. The Contractor 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 and associated exhibits represent 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 counterparts, each of which shall be deemed to be an original having identical legal effect. The Contractor hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements

contained in the supporting materials submitted by the Contractor, 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

CONTRACTOR

By: _____
Neil Johnson, Jr., Mayor
City of Bonney Lake

By: _____
Eirik O’Neal, Vice President
Corporate Recycling Service, Inc.
dba Sound Environmental Consulting

Attachments:

Exhibit A—Scope of Work—From City’s RFP Document

Exhibit B—Work Approach—SEC Proposal

Exhibit C—Pricing—SEC Proposal

***City of Bonney Lake
19306 Bonney Lake Blvd.
P.O. Box 7380
Bonney Lake, WA 98391-0944***

***Phone: 253/447-3102
Fax: 253/862-8538***

Request for Proposal

To Provide

Resource Conservation Manager Services

NOTICE TO CONSULTANTS

Sealed proposals with consultant name and address will be received by the City of Bonney Lake, Office of Administrative Services, City Clerk, 19306 Bonney Lake Blvd., P.O. Box 7380, Bonney Lake, WA 98391-0944; through the hour of 4:00 P.M. on May 27, 2010 at which time proposals duly delivered and submitted will be considered for supplying the following:

RESOURCE CONSERVATION MANAGER SERVICES

Any proposal received after the stated closing time will be returned unopened. If proposals are sent by mail to the City Clerk, the consultant shall be responsible for actual delivery of the proposal to the City Clerk before the advertised date and hour as stated above. If mail is delayed either in the postal service or in the internal mail system of the City of Bonney Lake beyond the date and hour set for the proposal receipt, proposals thus delayed will not be considered and will be returned unopened.

Information on the proposal process/procedures may be obtained from Brian Hartsell, Executive Assistant, at 253-447-3102 or hartsellb@ci.bonney-lake.wa.us . The city may respond to the question to all those submitting a proposal.

The City reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, and/or to proceed otherwise when the best interests of the City will be realized hereby. Proposals will be submitted sealed and plainly marked with the date and time of receipt.

City of Bonney Lake

Woody Edvalson, City Clerk

PROPOSAL OF CONSULTANT

To Whom It May Concern:

The following proposal is made for furnishing the services for the City of Bonney Lake and partner agencies.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are received.

The undersigned, in submitting this proposal, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age and sex in the performance of this contract.

The undersigned hereby proposes to furnish the services quoted herein after notice of proposal award.

Respectfully Submitted,

(Signature)

(Date)

(Print Name)

(Title)

(Company Name)

(Mailing Address)

(Street)

(City)

(State)

(Zip)

(Phone Number)

(Fax Number)

RESOURCE CONSERVATION MANAGER SERVICES

1.0 GENERAL

- 1.0.1 Project Description.** This Multi-Agency Shared Resource Conservation Manager (RCM) Program, with the City of Bonney Lake taking the role of lead agency, is seeking a qualified individual, consultant, or firm for the position of Resource Conservation Manager (RCM) for the period starting no later than Aug 1, 2010 and ending April 30, 2012, with possible continued contract.
- 1.0.2 Completeness.** Consultants must provide all information asked for in this RFP. Failure to comply may result in rejection of the proposal at the City's option.
- 1.0.3** The City reserves the right to reject any or all proposals or to waive technicalities at its option when in the best interests of the City. Additionally, the City may reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected, among other reasons, or for any of the following specific reasons:
- Proposals received after the time limit for receiving proposals as stated in the advertisement.
 - Proposal containing any irregularities.
- 1.0.4 Reasons for Disqualifications.** Consultants may be disqualified and their proposals not considered, among other reasons, or for any of the following specific reasons:
- 1.0.4.1 Collusion.** Reason for believing collusion exists among the consultants.
- 1.0.4.2 Litigation.** The consultant being party to any litigation against the City or participating agencies.
- 1.0.4.3 State of Arrears.** The consultant being in arrears on any existing contract, or having defaulted on a previous contract.
- 1.0.4.4 Competency.** Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- 1.0.4.5** Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.
- 1.0.5 Certification Regarding Debarment.** Consultant must certify prior to entering into any agreement with the multi-agency partnership that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Further, consultant must certify that they have not within a three-year period prior to entering into any agreement with the partnership been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice. Additional debarment language may be included in any potential contract between the consultant and the partnership.
- 1.0.6** The successful consultant may not assign their rights and duties under this award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.
- 1.0.7 Terms and Conditions of Payment.** All proposals shall specify terms and conditions of payment, which will be considered as part of the award of proposal. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Proposals which call for payment before 30 days from receipt of invoice, or cash discounts given on such payments, will be considered only if in the opinion of the City, the review, inspection and processing procedures can be completed as to the specific purchases within the specified time frame. It is the intention of the City of Bonney Lake to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise.

- 1.0.7.1 Invoices and Purchase Orders.** Invoices shall be fully documented as to services provided. Consultant will be required to provide documentation of time and description of services performed at each agency. Evidence that consultant has completed the deliverables detailed in the Scope of Work, Section 1.1, is critical in order to process payment.
- 1.0.7.2** Payment will not be made by the City until the consultant has complied with City Purchasing procedures, unless this provision is waived by the City.
- 1.0.8** In case of default of the successful consultant, the City of Bonney Lake may procure the articles from other sources and hold the consultant responsible for any excess cost occasioned thereby.
- 1.0.9** The City of Bonney Lake will not enter into any contract where the cost is provisional upon such clauses as: "escalator" or "cost-plus."
- 1.0.10 Preparation Costs.** The City shall not be liable for any pre-contract costs incurred by interested consultants participating in the selection process.
- 1.0.11 Insurance.** Consultant shall obtain and maintain during the performance of any services under this Agreement insurance coverage, such as liability and automobile, issued by a company satisfactory to the City, unless the City waives, in writing, the requirement that the consultant obtain and maintain such insurance coverage. The Consultant shall, prior to performance of any services, file with the City evidence of insurance coverage. Evidence of insurance coverage shall accompany Consultant's proposal. Maintenance of proper insurance coverage by consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverage or to provide evidence of renewal may be considered as a material breach of this Agreement.
- 1.0.12 Permits, Licenses, and Certificates.** The consultant, at their sole expense, shall obtain and maintain during the term of this Contract, all permits, licenses, and certificates required in connection with the performance of services under this Contract.
- 1.0.13** The consultant will be required to undergo a background check through the Washington State Patrol criminal investigation system and the Federal Bureau of Investigation at the expense of the consultant.

1.1 SCOPE OF WORK—RESOURCE CONSERVATION MANAGER SERVICES

- 1.1.1 Purpose.** It is the intent of the following specifications to describe services needed by the Multi-Agency Shared Resource Conservation Manager (RCM) Program. The intended use for this service is to develop and implement a cross-jurisdictional Resource Conservation Management (RCM) program with the intent to increase resource efficiency and reduce resource operating costs in buildings and facilities owned and operated by the City of Bonney Lake, City of Buckley, City of Sumner, and the Sumner School District. These public agencies, also called the partners, are working together under an Interlocal Agreement.
- 1.1.2 Description.** The Consultant, an assigned project manager, or Resource Conservation Manager (RCM), will assess and analyze current energy usage and costs of electricity, fossil fuels, solid waste, transportation, water, wastewater/sewer, recycling and other resources for facilities and the vehicle fleets of the partners. Through continued monitoring of energy use and related policies, consultant will be expected to recommend and guide implementation of no/low-cost energy conservation and efficiency measures, and appropriate policy changes throughout all levels of the partners' agencies. As a result of the RCM program, the Partners' budget should realize significant cost savings by instituting best practices in facility and fleet operations and maintenance, fuel conservation, changes in behavior, and attention to resource cost accounting.
- 1.1.3 Experience.** The City, acting as lead agency, seeks a consultant assigned to the partnership that has the following education and/or experience:
 - 1.1.3.1** Bachelor's degree in Facilities Management, Environmental Science, Engineering, Business, Public Administration, or related field.

- 1.1.3.2 Minimum one year responsible experience in like or related field such as resource conservation, facilities management, business, energy conservation, or project management.
- 1.1.3.3 An equivalent combination of education, training and experience that provides the required knowledge, skills and abilities may substitute for education and experience requirements.
- 1.1.3.4 Minimum two years of increasingly responsible related professional experience in planning, design, or delivery of conservation or similar programs and services.
- 1.1.3.5 One or more certifications such as Certified Energy Manager (CEM), Certified Sustainable Development Professional (CSDP), Certified Building Operator (BOC), Certified Energy Professional (BEP), or Certified Green Building Engineer (GBE), Certified Carbon Reduction Manager (CRM), Leadership in Energy and Environmental Design (LEED) Accredited Professional, etc.

1.1.4 Performance Expectations.

1.1.4.1 *General.*

- 1.1.4.1.1 For administrative purposes, the consultant ultimately reports to the designated Bonney Lake project manager. For day-to-day operational purposes, the consultant will work with, and report to, a lead for each partner agency. Time allocated to each partner agency will be pre-determined by the partnership and clearly defined for, and recorded by, the consultant (see Section 1.0.6.1).
- 1.1.4.1.2 One individual is to be assigned to this project at 100% of their time.
- 1.1.4.1.3 Maintenance of valid WA driver's license combined with good driving record.

1.1.4.2 *Regular Duties.*

- 1.1.4.2.1 Leads and directs the Shared Resource Conservation Management Program across organization and departmental boundaries.
- 1.1.4.2.2 Conducts on-site resource audits, surveys and assessments of facilities to identify efficiency measures and best practices.
- 1.1.4.2.3 Audits and enters monthly utility and consumption data into a full-featured utility tracking database.
- 1.1.4.2.4 Documents and analyzes predicted cost savings for identified measures, and monitors performance through trending analysis.
- 1.1.4.2.5 Analyzes use and trends of electricity, natural gas, fuel oil, propane, water & sewer, solid waste & recycling, and other resource expenditures.
- 1.1.4.2.6 Acts as primary point of contact with utility company on energy conservation, grant/rebates and green power initiatives.
- 1.1.4.2.7 Produces monthly and quarterly progress reports.
- 1.1.4.2.8 Identifies and prioritizes recommendations for practical and effective no-cost/low-cost energy and resource saving measures.
- 1.1.4.2.9 Presents recommendations to building, custodial and maintenance staff, and administrative staff.
- 1.1.4.2.10 Collaborates with staff and managers to develop appropriate implementation strategies that target building operation, maintenance, and equipment efficiency measures and upgrades that are both practical and cost-effective. Coordinates with multiple departments on the recommendations.
- 1.1.4.2.11 Completes and submits resource implementation action plans by specified time periods.
- 1.1.4.2.12 Tracks the resulting costs and benefits of implementation and the subsequent resource savings.

- 1.1.4.2.13 Trains building staff and occupants in conservation measures, as well as to increase awareness of the impact of behaviors on resource use and costs.
- 1.1.4.2.14 Develops and implements a recognition program that encourages actions toward savings goals and provides rewards when goals are achieved. Promotes RCM Program success stories and share energy savings ideas with staff.
- 1.1.4.2.15 Identifies opportunities, promotes active involvement and behavior change, motivates and rewards participation for all facility occupants.
- 1.1.4.2.16 Performs and reports on the work tasks specified in the grants that partially fund the partnership's RCM program.
- 1.1.4.2.17 Learns and uses resource accounting software provided by Puget Sound Energy (PSE). PSE will provide the initial training. Attends appropriate PSE training courses.
- 1.1.4.2.18 Undertakes a minimum of one on-site technical visit provided by Washington State University (WSU) Energy Program.
- 1.1.4.2.19 Participates in RCM networking meetings scheduled by WSU Energy.
- 1.1.4.2.20 Performs ongoing evaluation of the RCM program.

1.1.4.3 Reporting. Tracking, documenting, and reporting progress of the RCM program to granting agencies and interested persons such as public officials is an important part of this service. Expectations include:

- 1.1.4.3.1 Performs initial and subsequent audits and prepares audit reports for all facilities for specified time periods.
- 1.1.4.3.2 Communicates monthly program status to WSU Extension Energy Program. Communicates program status to agency staff and agency elected officials as needed.
- 1.1.4.3.3 Reports quarterly and cumulative resource usage, savings, and action results to partners as required.
- 1.1.4.3.4 Provides other one-time, monthly, quarterly, annual, and/or final reports as needed and requested.

1.1.5 Professional Behavioral Standards. The consultant is expected to exhibit respectful, courteous, friendly, and otherwise professional behavior. Initiative, team-work and effective communication with staff at levels of organizations will be essential in realizing program goals.

1.1.6 Term. Provide for a contract commencing on the date of the award and continuing until April 30, 2012. The City of Bonney Lake, in consultation with the partnership, reserves the right to renew the contract for three (3) additional one-year periods, provided all parties are in agreement.

1.1.7 References. Please complete a list of five company references and five consultant references at Appendix A and B respectively.

1.2 CRITERIA FOR SELECTION. The City of Bonney Lake and partners will use the following criteria for selection of consultant.

- Level of education and experience as described in Section 1.1.3.
- Demonstrated success with similar projects.
- Quality of experience and expertise working with individuals at all levels of organizations, and taskforce groups.
- Knowledge of building systems.
- Verbal and written communication skills.
- Team building, collaboration and facilitation skills.
- Computer skills and knowledge
- Organization and project management skills.

- Quality of references.
- Ability to undertake and complete projects in a timely manner.
- Cost of providing services and deliverables.
- Commitment to occasional irregular hours (night, weekend, and holiday assignments).
- Ability to travel frequently to agencies' facilities. Overnight travel infrequent.

1.3 CONSULTANT REMINDER LIST. Consultants will submit all of the following materials—one hard copy and one electronic copy—if their submission is to be considered complete:

- Signed “Proposal of Consultant”
- Coversheet or letter containing contract info (firm name, address, telephone, email, name of project manager/RCM to be assigned) and summary of qualifications.
- Proposal—including expanded summary of qualifications and clear pricing information.
- Company References (Appendix A)
- Project Manager/RCM References (Appendix B)

1.4 TIMELINE. The below table provides an approximate timetable. Changes may be made to this schedule to meet the needs of the City and/or partnership.

Event	Time	Original Date
Issue RFP		26-Apr-10
Proposal Response Due	4:00pm	27-May-10
Consultant Interviews by Partnership as Needed		31 May to 14 Jun 10
City Recommendation to Finance Committee		22-Jun-10
City Recommendation to City Council		22-Jun-10
Notice of Award		23-Jun-10
Effective Date of New Contract		1-Jul to 1 Aug-10

1.5 QUESTIONS. Questions concerning this RFP may be directed to Brian Hartsell, Executive Assistant, at hartsellb@ci.bonney-lake.wa.us, or 253-447-3102. The RFP will be submitted to the City Clerk as stated in the “Notice to Consultants.”

1.6 APPENDIX:

Appendix A—Company Reference Sheet

Appendix B—Project Manager/RCM Reference Sheet

Acknowledgement: This project is funded in part by funds made available through the American Recovery and Reinvestment Act (ARRA). This funding was awarded by the US Department of Energy through the Energy Policy Division of the Washington State Department of Commerce under Energy Efficiency and Conservation Block Grant.



Jay also has contributed his expertise in solid waste and recycling to the field by serving as Lead Instructor for the Puget Sound Energy RCM course in Solid Waste Management for the past two years. Jay is a certified Recycling Manager with the Solid Waste Association of North America, and a certified Landfill Operator in the State of Georgia. Jay taught SWANA courses on recycling program management for three years in Georgia, and has made numerous presentations at industry conferences at both the state and national levels.

Work Approach for the City of Bonney Lake, the City of Sumner, and the Sumner School District

Jay will apply the same energy demonstrated at Auburn and prior work assignments to Resource Conservation Management for Bonney Lake, Sumner and the Sumner School District. Of course, work priorities are the prerogative of the partners, but we would propose a general approach as follows:

1. Gather baseline data and populate the Utility Manager database. A minimum of one complete year of utility billing data needs to be entered into the database for reporting and trending purposes, but three years would be most useful, given the state's three year Statute of Limitations on recovery of utility billing errors. We would prefer to do this work onsite in each partner's offices, working off of a laptop computer in temporary space. This will allow Jay to get to know the staff involved and become familiar with record-keeping methods and administrative procedures at each site. Though Utility Manager will hold all pertinent billing data, it will be necessary to return to the paper files from time-to-time in order to verify outlying data points and compile files for use in specific projects, such as billing error settlements and utility rebate applications.
2. Research building condition and baseline performance, perform building benchmarking. At the earliest possible opportunity, Jay will perform initial facility walkthroughs to familiarize himself with the buildings, their occupants, and any unique features. There may be maintenance data and/or previous studies on file with the partners that will provide useful information as to the state of repair of each facility and any deficiencies in mechanical and electrical systems. Even if the documents do not qualify as an "Investment Grade Audit" for the purposes of a State of Washington General Administration-sponsored Energy Service Company (ESCO) Project or the pending \$50 million round of OSPI Energy Efficiency grants and the companion \$50 million in Department of Commerce energy efficiency grants provided through the Jobs Act, there may be reports from previous consultants or sales engineers that elaborate on potential energy conserving measures. After reviewing these documents, along with facility plans and equipment schedules, as well as conducting interviews with operations and maintenance staff, Jay will perform energy audits during occupied and unoccupied periods. The audits will note lighting intensity, fixture types and methods of control, space temperatures and set points, check whether equipment is operating according to schedule as well as the general condition of mechanical systems and any apparent deficiencies and inefficient modes of operation. Jay's experience in performing energy audits and preparing Facility Action Plans within the Auburn School District will ensure both a thorough and expedient process that will exceed the standards expected by Puget Sound Energy. Benchmarking data is available from numerous sources, and differs significantly between



sources. If the partners wish to gain EPA Energy Star recognition, the EPA Target Finder software is useful, but within our local region, the 2004 School Building Benchmark Survey conducted by Bill Younger of Puget Sound Energy is the most-quoted source. For the partners of Bonney Lake, Sumner, and Sumner School District as a whole, with 1.44 million square feet of building floor area that are reported to consume 5,600,000 kWh of electricity and 148,000 therms of natural gas, the Energy Use Index would be approximately 23.55 kBtu per square foot. This is extremely low, as schools in the Puget Sound area average between 41 and 67 kBtu/sf, depending on energy source. The reported ratio of gas usage to electric seems quite low, so we would seek to verify those numbers. If the partners have many facilities with electric heat, these figures could be valid. Electric heat produces a lower EUI, but is more expensive than gas under both current and predicted market conditions. Of course, the 2004 average is just that. It includes all facilities, both efficient and not, and does not reflect recent improvements in the energy code requirements for new construction. There is significant potential for improvement even in buildings that are well below the average EUI.

3. Propose Conservation Measures to the partners. Even before the baseline data is fully compiled and initial facility walkthroughs are complete, it should be expected that Jay will identify opportunities for significant savings through minor changes to current practices. He will present thoroughly-researched recommendations to the partners at the earliest possible time in order to maximize savings. Sound Environmental Consulting has noticed that the published solid waste rates from DM Disposal do not list a frontload dumpster option larger than six cubic yards. This is inconsistent with the regional market, where eight yard service is the norm. Of course, the larger the container, the more efficient the haul, so we would like to investigate the reason for this restriction and explore other options. We also notice that DM does not appear to be offering commercial commingled collection of recyclables. This is a common service elsewhere in the Puget Sound region, though not in much of Pierce County, but the provision of such service would greatly improve recycling for the schools and many business customers. In examining the current state of solid waste and recycling collections, we also find one item of note in Sumner's Commercial Design Guidelines, posted online at the following link; http://www.ci.sumner.wa.us/Documents/Design%20Commission%20Minutes/2_C Commercial.pdf. This is a requirement that service enclosures have self-closing doors. The suggested enclosure as illustrated is incompatible with standard garbage dumpster service, having a header bar over the door and no means of propping the doors open. As part of the Resource Conservation Management program, Sound Environmental Consulting would be available to address such issues before they cause expensive problems for property owners and/or utility providers.

For measures that involve more than simple operational, behavioral, or policy changes, Sound Environmental Consulting will not only recommend a particular conservation measure, but also calculate payback period, identify funding options, and prepare grant and/or utility rebate applications. We are experienced in Puget Sound Energy's custom grant process for energy-conserving retrofits, which is very different from the prescriptive measures or whole-building approach than many engineering firms have dealt with in new construction. At Auburn School District, Jay was able to secure a \$33,000 grant from Puget Sound Energy on a \$78,000 boiler replacement project even after the consulting design engineer's



response was 'No, PSE doesn't give grants for projects like this.' Jay has also secured over \$20,000 in PSE grants for lighting retrofit projects in the past year.

4. Perform outreach to building occupants, staff and students. Sound Environmental Consulting has extensive experience in designing and conducting public outreach, as well as more regimented training of staff and building occupants. We have written news articles, pamphlets and brochures, and also prepared posters, stickers, and banners to get the message across to specific audiences. Sound Environmental Consulting proposes to chair a Green Team of staff at each facility that, with the partner's agreement, would share in the review of walkthrough results and audit findings, as well as be invited to contribute suggestions of their own, while being encouraged to undertake conservation projects on their own, with limited support from Jay.

5. Leverage existing resources, and bring in additional help when necessary. One full-time Resource Conservation Manager could still be spread rather thinly over 118 buildings, each with a full complement of utility accounts. Subject to agreement by the partners, Jay would seek to make the most of experienced site staff and maintenance technicians by bringing them in on investigation of operational issues, performing ongoing monitoring of building systems, and reporting inefficient operating conditions in a prompt manner. Empowering current staff to make some decisions independently while providing clear procedures for reporting and review can not only result in a leaner, more responsive organization, but it could also ease the transition into a Resource Conservation Management program, as there will be inevitable tensions regarding the introduction of an "efficiency expert" or outside "cost cutter", especially in light of current budget difficulties. At Auburn School District, custodians now call directly for garbage service rather than routing requests through the maintenance dispatcher and their supervisor. This has resulted in greater efficiency and cost savings, and the custodians gladly accepted the increased responsibility, while relishing the occasional recognition for their contributions, all without a single labor complaint or request for additional pay.

In the interest of meeting grant deliverables and accomplishing objectives in a timely manner, Sound Environmental Consulting may call upon additional staff or subcontractors to perform specific tasks. Examples include data entry of archived bills, specialized energy audit functions, such as leak detection, and education and outreach activities, such as presentations before school assemblies or staff training sessions. Each use of a subcontractor would be proposed in advance to the partners for approval, and no additional payment would be requested beyond the agreed contract price, unless it was agreed in advance that the work goes beyond the normal scope of work for this contract and the partners wished to pay for additional labor to accomplish the additional work. Sound Environmental Consulting has existing staff and subcontracting arrangements in place that would enable us to bring in additional labor on short notice if necessary.



Fee Structure/Budget Proposal

1.1.4.2 Regular Duties;1.1.4.3 Reporting	3680	\$60.00
Total Proposed Hours	3680	
Total Proposed Two Year Budget	<u>\$220,800.00</u>	

Notes: Total proposed budget includes all consultant travel, computer, mobile phone. It does not include supply expenses such as signage or solid waste/recycling containers. These expenses will be charged to project at cost (i.e., no markup). Hours are based upon a standard 40-hour workweek, with 240 hours or 30 days unpaid vacation/sick each year. Consultant will provide his own tools of the trade, such as digital volt meter, infrared thermometer, photometer and two-channel logging thermometer. Specialized tools will be borrowed from PSE or supplied by the partners.

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> Fin / Al Juarez	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-124
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2057	<u>Councilmember Sponsor:</u>

Agenda Subject: Revisions to authorization that provided Administration the ability to proceed with credit/debit card acceptance for various payment types

Proposed Motion: AB10-124 - Resolution 2057 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, WA authorizing city administration to develop and implement internal procedures covering the acceptance of credit/debit card payment solutions and selecting authorized providers of those services pursuant to RCW 39.58.750.

Administrative Recommendation: Approve Proposed Resolution

Background Summary: On March 9, 2010 the City Council adopted Resolution 2012, which outlines this same subject and provides credit/debit card implementation capabilities specifically with Bank of America, our current banking services provider. During attempted implementation with B of A, however, we have learned that in order to accept credit card payments with any of the EDEN extensions we will be required to establish interface components prior to going live with a module that accepts payments.

Currently EDEN and B of A do not have an interface relationship established that would allow credit card payments processed at our counter to be electronically batched directly into the EDEN utility software and the bank simultaneously or seamlessly. We would have to obtain daily batch payment information from the bank and manually enter that same data into the EDEN cashing software in order to update individual accounts, which would be an obtrusive labor intensive endeavor.

EDEN, in an effort to mitigate the above scenario, has (sometime in the past) established a partnership directly with the firm Payment Processing, Inc. (PPI) to offer a fast, efficient and affordable integrated credit card processing solution. Utilizing the PPI solution we can enter credit card information directly into EDEN cashing that flows through the PPI portal to our bank thus creating easy and efficient one-step payment processing.

This proposal thus provides administration the ability to select the most advantageous solution for processing credit card payments.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Not Budgeted	Low=\$10,400; high=\$13,000	same as expenditure	Not Budgeted

Budget Explanation:

Fees quoted by PPI are actually lower than what B of A proposed. Total credit card volume during 2009 using a third party vendor to process credit cards at an alternative location was \$520,214. This volume was the basis for the vendor quote.

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 13 Jul 2010

Commission/Board Review Date: -

Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s): 07/27/10

Tabled To Date:

Signatures:

Director Authorization Al Juarez	Mayor	Date City Attorney Reviewed
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RESOLUTION NO. 2057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING CITY ADMINISTRATION TO DEVELOP AND IMPLEMENT INTERNAL PROCEDURES COVERING THE ACCEPTANCE OF CREDIT/DEBIT CARD PAYMENT SOLUTIONS AND SELECTING AUTHORIZED PROVIDERS OF THOSE SERVICES PURSUANT TO RCW 39.58.750.

WHEREAS, local governments use a wide variety of banking services for the deposit, disbursement, and safekeeping of public monies; and

WHEREAS, the City Council acknowledges that changes in technology, cash management practices, and banking industry structure necessitates periodic evaluation of treasury functions in order to serve our customers in the most efficient way possible; and

WHEREAS, accepting credit/debit cards for such payments as utility bills, business licenses, and development fees would be consistent with the practices of many government agencies; and

WHEREAS, it is the recommendation of the Chief Financial Officer of the City of Bonney Lake to repeal Resolution 2012, dated March 9, 2010 that provides the above described services to a sole provider and to broaden the legislation to provide the most advantageous solution possible for the City.

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington does hereby resolve that authorization is hereby granted for Administration to develop and implement internal procedures covering the acceptance of credit/debit card payments and to select the most advantageous solution for processing said credit/debit card payments.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> PW / Marlyn Campbell	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-116
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u> James Rackley

Agenda Subject: Motion to Accept as Complete the SR 167 to Valley Avenue Sewer Trunk Line Improvements project

Proposed Motion: Motion to Accept as Complete the SR 167 to Valley Avenue Sewer Trunk Line Improvements project with Pipenology Inc.

Administrative Recommendation:

Background Summary: Resolution 1980, dated November 10, 2009 awarded the construction contract to Pipenology Inc. for the Sewer Trunk Improvements. This project cured in place pipe approximately 6,541 linear feet inside of 30-inch concrete sewer line along SR 410 from Sumner WWTP to Valley Avenue. The City now has completed three sections of the 30-inch sewer trunk line. This project completes the rehabilitation of the 30-inch sewer trunk line in the valley.

See attached Project Completion Report for detail information on this project.

As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and project close out documents are nearing completion. The Dept of Revenue and L & I have been notified and we are awaiting confirmation from these two organizations that there are no unpaid taxes and wages.

Attachments: Project Completion Report, Site Map, Notice of Completion of Public Works Contract to DOR, Bill of Sale and 3 photos of project under construction.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
N/A			

Budget Explanation:

Retainage Release of \$47,429.42 once contract closeout documents/requirements are met.

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 19 Jul 2010

Commission/Board Review Date: -

Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled To Date:

Signatures:

Director Authorization Dan Grigsby	Mayor	Date City Attorney Reviewed
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Action Item #1

COMMUNITY DEVELOPMENT COMMITTEE

DATE: July 19, 2010

ORIGINATOR: Marlyn Campbell

TITLE: PW Support Services Coordinator

SUBJECT: Motion to Accept as Complete the SR 167 to Valley Avenue Sewer Trunk Line Improvements project with Pipenology Inc.

Sewer Trunk Improvements. This project cured in place pipe approximately 6,541 linear feet inside of 30-inch concrete sewer line along SR 410 from Sumner WWTP to Valley Avenue. The City now has completed three sections of the 30-inch sewer trunk line. This project completes the rehabilitation of the 30-inch sewer trunk line in the valley.

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Attachments: Project Completion Report, Site Map, Notice of Completion of Public Works Contract to DOR, Bill of Sale and 3 photos of project under construction.

ORDINANCE/RESOLUTION:

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

FINANCE DIRECTOR _____

CITY ATTORNEY _____

<u>2010 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
N/A			
<u>Explanation:</u>			

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	7-22-10		_____
Randy McKibbin	7/19/2010		_____
Donn Lewis DAN SWATMAN	7-19-2010		_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK

CITY ATTORNEY

Please schedule for City Council Meeting date of: July 27, 2010

Consent Agenda: Yes No

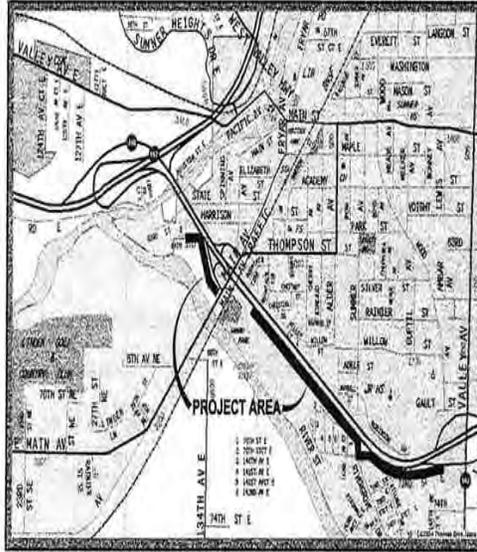
PUBLIC WORKS - PROJECT COMPLETION REPORT			
Project Title:	SR 167 to Valley Ave Sewer Trunk Line Improvements		
Project Financing Summary:			
Project Revenue Sources:			
	City Fund Source(s):		
		Sewer PWTF Loan =	\$1,066,838
Total Project Budget =			\$1,066,838
Expenditures:			
	Study =		N/A
	Design =		\$84,486
	Construction		
	Engineer's Estimate =	1,800,000- 2,100,000	
		<u>Contract Award Amount</u>	<u>Actual</u>
	Low Bid/Contract (includes 10% contingency) =	\$1,157,516	1,036,807
	WSDOT permit =	(part of 10% contingency)	500
	gravel =	(part of 10% contingency)	422
	Advertisement =	(part of 10% contingency)	806
	Field Engineering Services =	\$52,615	1,698
		\$1,210,131	1,040,233
	Total Construction=		1,040,233
	Total Project Cost =		\$1,124,719
Budget total for construction including field engineering services=			\$1,210,131
		Under Budget=	-\$169,898
Planning			
Comprehensive Facilities Plan Approved by City Council:			
	Study Required:	N/A	
	FY Funding in Budget:	N/A	
	Study Contract NTP Date:	N/A	
	Study Contract Completion Date:	N/A	
	Change Order Summary:		Date: Cost:

Design				
Date RFP Issued	N/A			
Design Contract Award Date:	3/13/2007			
Design Contract Completion Date:	1/4/2010		*This project design was phase 3 of a contract	
Design Consultant(s):	Parametrix			
Scope of Work Changes:			<u>Date</u>	<u>Cost</u>
1				
2				
Change Order Summary:			<u>Date</u>	<u>Cost</u>
1				
Construction				
Date IFB Issued:	9/30/2009			
Bid Opening Date:	10/14/2009			
Engineer's Estimate:	1,800,000- 2,100,000			
Low Responsive/Responsible Bid:	\$1,052,286.84			
Contract Award Date:	11/10/2009			
Contract Completion Date:	6/25/2010			
Retainage Release/Closeout Date:				
Scope of Work Changes:			<u>Date</u>	<u>Cost</u>
1				
2				
Change Order Summary:			<u>Date</u>	<u>Cost</u>
1				
2				
				\$0.00
PW Infrastructure Addition(s):	See attached Bill of Sale form			

BONNEY LAKE, WASHINGTON



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

APPROVED
 BY: *[Signature]*
 CITY ENGINEER, PE
 DATE: 7/23/09
 Plans meet current
 Development Policies and
 Public Works Design Standards.
 SATISFACTORY TO
 PUBLIC WORKS DIRECTOR, PE
 DATE: 22 SEP 2009
 Plans satisfy all functional
 requirements for the public
 facility and do so in a cost
 effective manner.

REVISION	DATE	BY	DESIGNED
			K. TAYLOR
			A. TAYLOR
			J. P.
			REVISED

ONE INCH AT FULL SCALE.
 @ THIS SCALE ACCORDINGLY.
 11/11/10/2008-09
 714-333-0211 (312/200)
 SEPTEMBER 2009

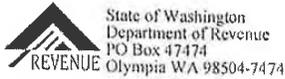


Parametrix
 CONSULTING ENGINEERS, ARCHITECTS, PLANNERS
 11000 NE 115TH AVENUE
 BELLEVUE, WA 98004
 TEL: 206.464.1100
 FAX: 206.464.1101
 WWW.PARAMETRIX.COM

PROJECT NAME
**SEWER TRUNK LINE IMPROVEMENT
 SR 187 TO VALLEY AVENUE**
 BONNEY LAKE, WASHINGTON

**COVER SHEET,
 LOCATION AND VICINITY MAPS**

DRAWING NO.
G1
 1 OF 20



Contractor's Registration No. (UBI No.) 602 893 293

Date 6/30/10

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

From:

Name & Address of Public Agency
City of Bonney Lake PO Box 7380 Bonney Lake, WA 98391

Department Use Only
Assigned To _____
Date Assigned _____

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

Description of Contract		Contract Number
SR 167 to Valley Ave Sewer Trunk Line Improvements Project		
Contractor's Name		Telephone Number
Pipenology Inc.		916-408-5038
Contractor's Address		
4253 Duluth Avenue Rocklin, CA 95765		
Date Work Commenced	Date Work Completed	Date Work Accepted
11/17/09	6/25/10	6/29/10
Surety or Bonding Company		
Western Surety Company		
Agent's Address		
2210 Plaza Drive, Suite 150, Rocklin CA 95765		

Contract Amount	\$ 962,751.00	Liquidated Damages	\$
Additions	\$ +		
Reductions	\$ - 14,162.60		
Sub-Total	\$ 948,588.40	Amount Disbursed	\$ 989,377.70
Amount of Sales Tax Paid at <u>9.3%</u> <i>(If various rates apply, please send a breakdown.)</i>	\$ 88,218.72	Amount Retained	\$ 47,429.42
TOTAL	\$ 1,036,807.12	TOTAL	\$ 1,036,807.12

Comments:

Disbursing Officer	
Signature	
Type or Print Name	John Woodcock
Phone Number	253-447-4348

The Disbursing Officer must complete and mail **THREE** copies of this notice to the Department of Revenue, PO Box 47474, Olympia, WA 98504-7474, immediately after acceptance of the work done under this contract. NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of Department's certificate, and then only in accordance with said certificate.

To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 753-3217. Teletype (TTY) users please call (800) 451-7985. You may also access tax information on our Internet home page at <http://dor.wa.gov>.

REV 31 0020c (6-27-01)

CITY OF BONNEY LAKE, PIERCE COUNTY

BILL OF SALE

SR 167 to Valley Avenue Sewer Trunk Line Improvement

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor(s) **City of Bonney Lake** do(es) by these presents hereby convey, set over, assign, transfer and sell to the City of Bonney Lake, Pierce County, Washington, a municipal corporation, the following described Sanitary Sewer Improvements and all appurtenances thereto, situated in Pierce County, Washington:

SANITARY SYSTEM IMPROVEMENTS

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>
Cured in place Sewer Pipe 30 Inch Diameter	6541	LF	\$686,805.00
Manhole Rehabilitation	23	EA	\$159,850.00

Cost Analysis

Provision of detailed costs (including labor and materials) are broken down into the facilities that were installed in each category of work listed below:

Sanitary Sewer: **\$1,036,807.12**

Total Improvements **\$1,036,807.12**

The said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor(s) has/have executed these present this

_____ day of _____, 2010. _____

(Individual Acknowledgement)

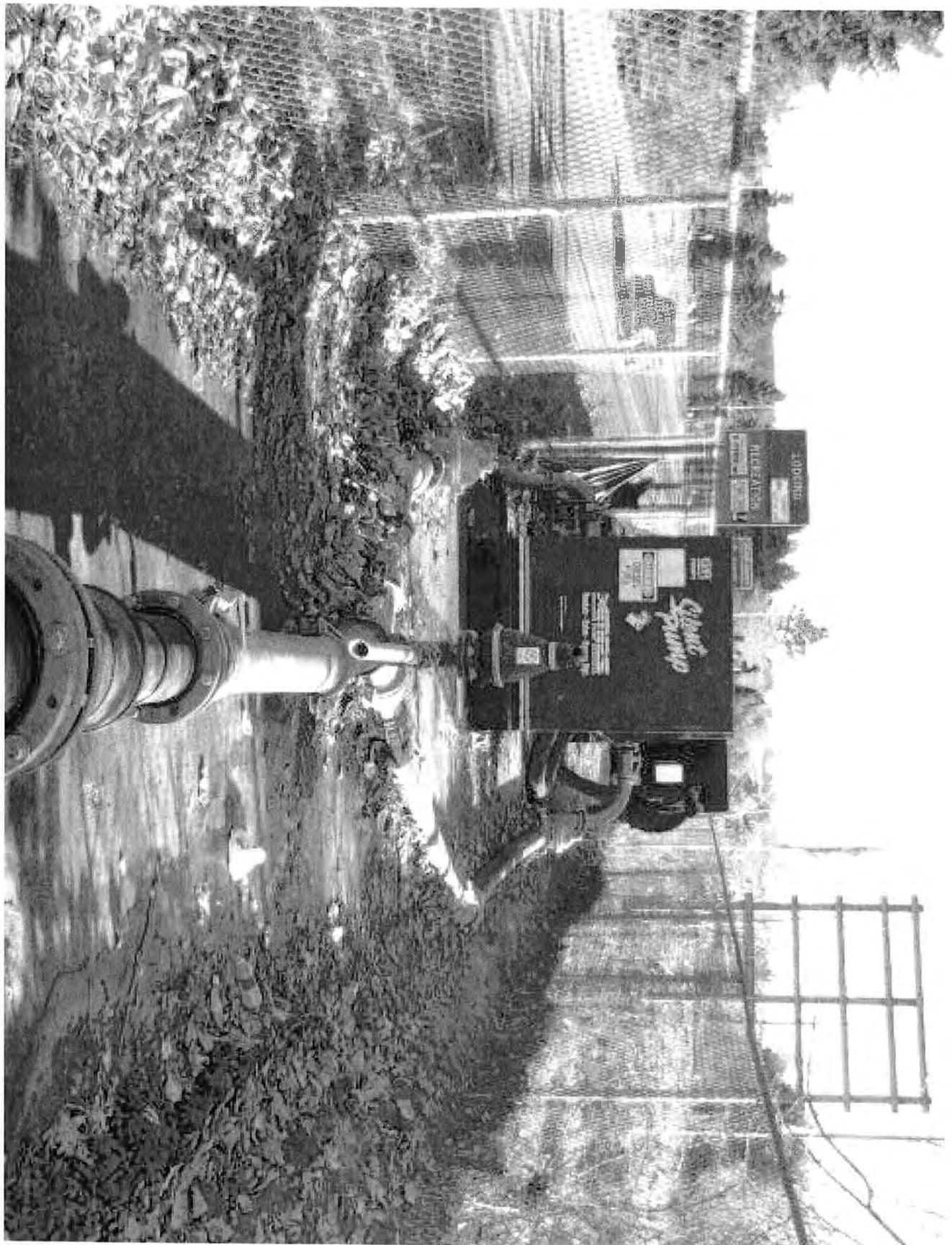
STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE)

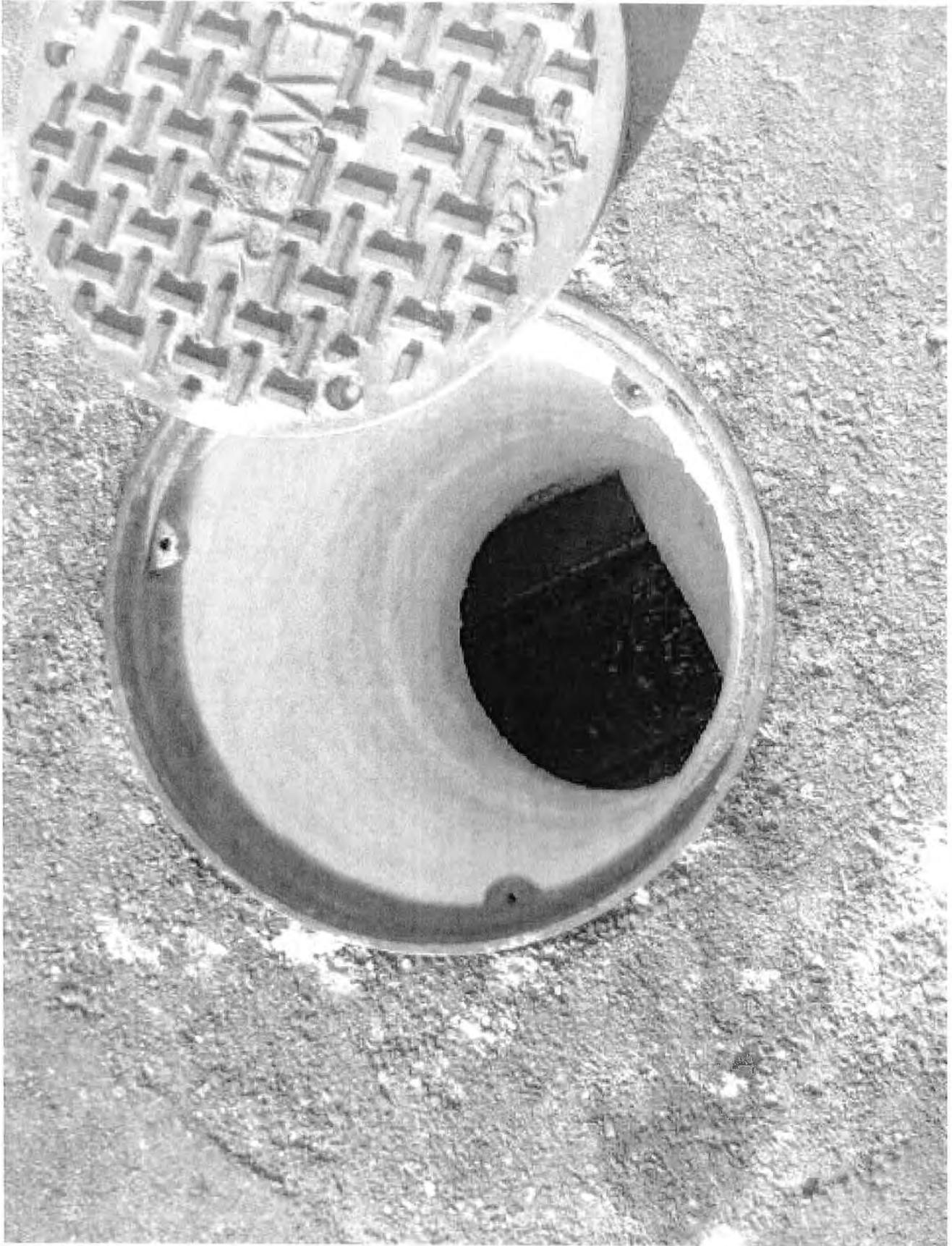
On this _____ day of _____, 2010, before me known to be the individual(s) who executed the within and foregoing instrument and acknowledged that he/she signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year in this certificate above written.

Notary Public in and for the Sate of Washington
residing at:







**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> ASD / HT Edvalson	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-127
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Cancel August 3, 2010 Workshop

Proposed Motion: A Motion of the Bonney Lake City Council Canceling the August 3, 2010 Regular Council Workshop.

Administrative Recommendation: Approve.

Background Summary: The City will celebrate National Night Out Against Crime on August 3, 2010 which is the night of a regular Council Workshop. In order to encourage elected officials, staff and citizens to be involved in this night out against crime, the City Council has indicated its desire to cancel their regular workshop meeting that night. The proposed motion cancels the workshop meeting.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation: No budget impact to this action.			

<u>COMMITTEE/BOARD REVIEW:</u>
Subcommittee Review Date: -
Commission/Board Review Date: -
Hearing Examiner Date:

<u>COUNCIL ACTION:</u>	
Workshop Date(s): 7/6/10	Public Hearing Date(s):
Meeting Date(s): 7/27/10	Tabled To Date:

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> Exec / Brian Hartsell	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-131
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2061	<u>Councilmember Sponsor:</u>

Agenda Subject: Purchase of a Used Paving Compactor from NC Machinery

Proposed Motion: AB10-131 - Resolution 2061 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Purchase A Used Paving Compactor From NC Machinery For \$33,626.15.

Administrative Recommendation: Approve the Resolution

Background Summary: The Public Works Department is in need of a paving compactor to replace their old compactor. The old compactor is 23+ years old with nearly 8000 hours. As a result, it has become unreliable and therefore past its useful life as evidenced by its untimely breakdowns on hot asphalt. The breakdowns are extremely inefficient and often coincide with hydraulic fluid leaking on hot asphalt damaging the newly forming pavement surface. A newly acquired used compactor will remedy these worsening problems and allow public works to more reliably carry out water leak patches, layton box overlays, and general road maintenance and rehab. The RFQ was initially issued in May 2010, AB10-85, but no response met all specifications. The City rejected all bids, tightened the RFQ criteria (i.e. a warranty requirement more easily realized for a used machine), and re-issued the RFQ.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
45,000	33,626.15		
Budget Explanation:			
Public Works has budgeted \$45,000 for a compactor at account number 501.000.048.548.60.64.00. The lowest bidder that met all stated specifications was NC Machinery at a price of \$33,626.15 including sales tax. Also included in the price is a \$2,500 trade-in credit and a 60mo/5,000 hours power train plus hydraulics warranty. The machine is a 2007 model with 275 hours. Rent vs buy analysis was conducted and based on average rental rates, CBL would spend about \$10K/yr on a rental.			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 27 Jul 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____
Meeting Date(s): 07/27/10 **Tabled To Date:** _____

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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RESOLUTION NO. 2061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO PURCHASE A USED PAVING COMPACTOR FROM NC MACHINERY FOR \$33,626.15.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the City is authorized to purchase a used paving compactor from NC Machinery for \$33,626.15.

PASSED by the City Council this 27th day of July, 2010.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-128
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2060	<u>Councilmember Sponsor:</u> James Rackley

Agenda Subject: Approved Archaeological Survey and Monitoring Contract by Geoengineers Inc. for the Eastown Lift Station Site

Proposed Motion: Motion to adopt the Archaeological Survey and Monitoring Contract for the Eastown Lift Station Site from Geoengineers, Inc.

Attachments: Resolution 2060, Contract, Maps

Administrative Recommendation:

Background Summary: The parcel selected for the Eastown Lift Station (Pond B WSDOT parcel) has been registered on the Historic Resource Inventoried site. Although the findings are not considered "significant" (WSDOT constructed Pond B within the area) they do require investigation and permitting to work in the registered area. To acquire a permit to construct on this parcel as well as minimize any potential of a work stoppage the city is contracting with Geoengineers Inc. to provide a more specific survey in the area of interest as well as perform onsite monitoring during the excavation element of the site construction as per direction from the Department of Archaeology and Historic Preservation (DAHP).

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$1,371,650	\$4,886		\$1,366,764

Budget Explanation:

Sewer CIP budget: "Eastown ULA: Lift Station, Pressure Line, LS18 Upgrade" in 2010 budget for \$1,742,000.

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 19 Jul 2010

Commission/Board Review Date: -

Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled To Date:

Signatures:

Director Authorization Dan Grigsby	Mayor	Date City Attorney Reviewed
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Action Item #4

COMMUNITY DEVELOPMENT COMMITTEE

DATE: July 19, 2010

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Approved Archaeological Survey and Monitoring Contract by Geoengineers Inc. for the Eastown Lift Station Site

The parcel selected for the Eastown Lift Station (Pond B WSDOT parcel) has been registered on the Historic Resource Inventoried site. Although the findings are not considered "significant" (WSDOT constructed Pond B within the area) they do require investigation and permitting to work in the registered area. To acquire a permit to construct on this parcel as well as minimize any potential of a work stoppage the city is contracting with Geoengineers Inc. to provide a more specific survey in the area of interest as well as perform onsite monitoring during the excavation element of the site construction as per direction from the Department of Archaeology and Historic Preservation (DAHP).

ORDINANCE/RESOLUTION: 2060

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR _____
CITY ATTORNEY _____

<u>2010 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$1,742,000	\$1,371,650	\$4,886	\$1,366,764

Explanation:

Sewer CIP budget: "Eastown ULA: Lift Station, Pressure Line, LS18 Upgrade" in 2010 budget for \$1,742,000.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	<u>7/19/10</u>	<u>[Signature]</u>	_____
Randy McKibbin	<u>7/19/10</u>	<u>[Signature]</u>	_____
Donn Lewis → DAN SWATMAN	<u>7-16-10</u>	<u>[Signature]</u>	_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: July 27, 2010

Consent Agenda: Yes No

RESOLUTION NO. 2060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH GEOENGINEERING FOR THE ARCHAEOLOGICAL SURVEY AND MONITORING OF THE EASTOWN LIFT STATION SITE.

Whereas, the City has approved a budget in 2010 Sewer CIP budget: to address the Eastown ULA, Lift Station, Pressure Line, and Lift Station18 Upgrade”; and

Whereas, the City has directed the Public Works Department to take the lead on the development of implementation of sewer in the Eastown sewer basin requiring the lift station; and

Whereas, the Department of Archaeology and Historic Preservation (DAHP) has registered the site chosen for the future Eastown lift station as an Area of Potential Effect;

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached design contract with GeoEngineering Inc. for the sum of \$4,886 to survey and permit site for construction.

PASSED and adopted by the City Council this 27th day of July 2010.

Neil Johnson, Mayor

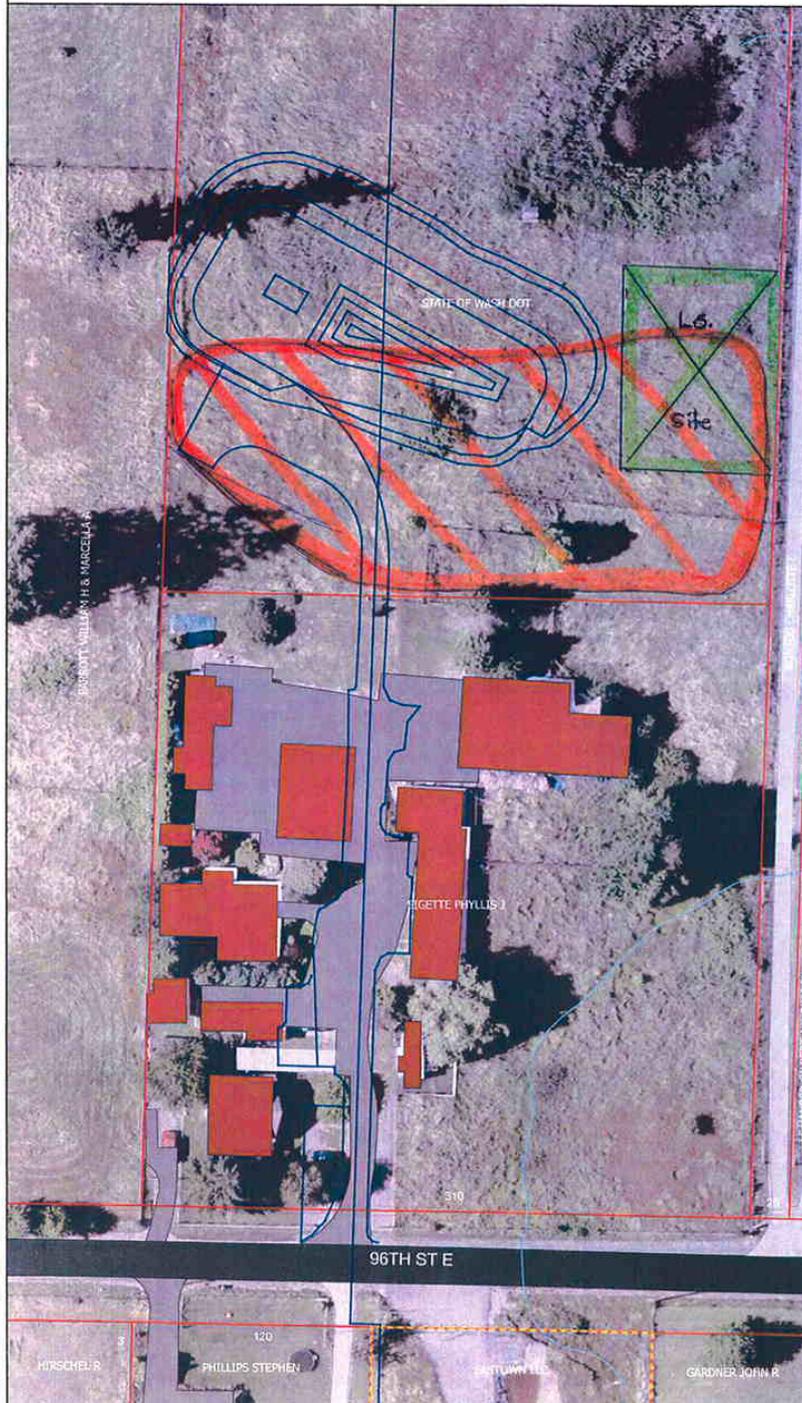
ATTEST:

Harwood T. Edvalson, CMC
City Clerk

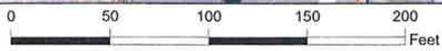
APPROVED AS TO FORM:

James Dionne, City Attorney

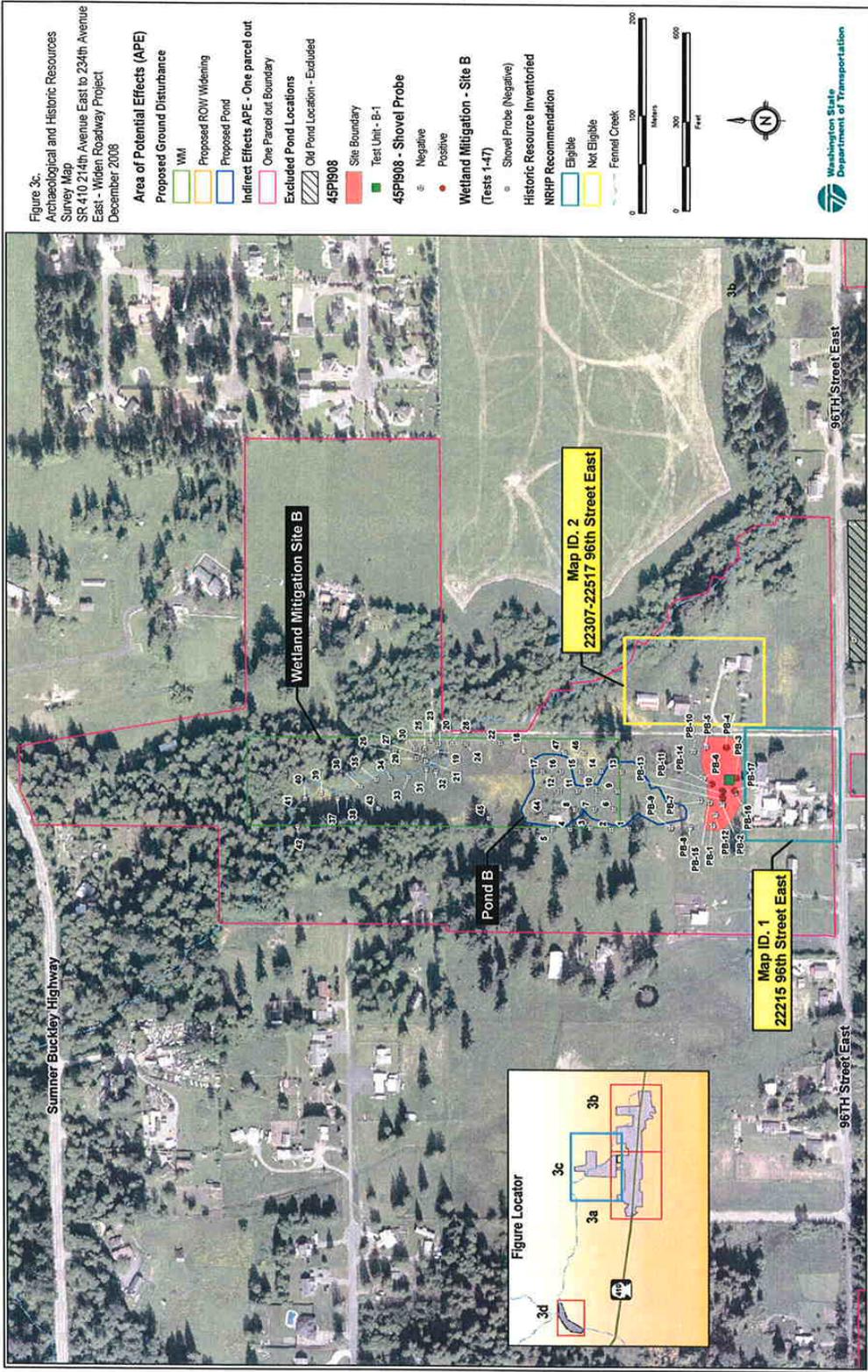
Eastown Future WSDOT Stormwater Pond B



- Pond B
- Fennel Creek Tributaries
- Tax Parcels
- Building
- Paved Road
- Paved Driveway or Parking Lot
- Unpaved Driveway or Parking Lot
- City Limits - Bonney Lake



July 7, 2010



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2010, by and between the City of Bonney Lake ("City") and GeoEngineers, 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 A without written amendment to this Agreement, agreed to and signed by both parties. *pm 7/20/10*

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 *pm 7/20/10*

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: Paul McAfee - Associate

Attachments:

Exhibit A: Scope of Work/Deliverables/Fee

EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City: (See attached
Consultant proposal
dated 7/15/10)



Exhibit A

1101 Fawcett Avenue, Suite 200
Tacoma, Washington 98402
253.383.4940

July 15, 2010

City of Bonney Lake
Public Works Department
19306 Bonney Lake Blvd.
Bonney Lake, Washington 98391

Attention: John Woodcock

Subject: Proposal
Archaeological Survey and Monitoring for the Easttown Lift Station Site
Bonney Lake, Washington
File No. P04555-010-00

INTRODUCTION

Thank you for requesting this proposal from GeoEngineers, Inc. (GeoEngineers) to assist the City of Bonney Lake (City) with cultural resources services for development of the Easttown Lift Station in Bonney Lake, Washington. We are excited about the opportunity to provide Cultural Resources Management services for you on this project. At this time, GeoEngineers assumes that the proposed work includes: a literature search, pedestrian survey, an archaeological excavation permit, subsurface testing, and a technical report. It is our understanding that a total of approximately 9000 square feet will be researched, surveyed, and tested with the results presented in a technical report that will be submitted to the Department of Archaeology and Historic Preservation (DAHP).

The Easttown Lift Station project is being conducted under prevailing Washington state laws, which serve to protect from known disturbance archaeological sites and Native American graves on both public and private lands. These laws include Executive Order 05-05, Indian Graves and Records (Revised Code of Washington [RCW] 27.44), Archaeological Sites and Resources (RCW 27.53), Archaeological Excavation and Removal Permit (Washington Administrative Code [WAC] 25-48), and Discovery of Human Remains (RCW 27.44).

Our proposal reflects our understanding of the project based on our conversation with you and documents provided on July 14, 2010. If there is additional information that would help us tailor our work efforts and scope, please let us know. For the purposes of this proposal and cost estimate, GeoEngineers assumes that the cultural resources survey will be negative (i.e. no previously unrecorded cultural resources will be encountered and no previously recorded cultural resources will require updates). Any previously unrecorded cultural resources (archaeological and/or historic architectural) identified during the survey would require an amendment to this scope for formal recordation.

SCOPE OF SERVICES

Task 1 – Literature Review and Research

GeoEngineers will conduct an archival records search at the Department of Archaeology and Historic Preservation (DAHP) for the Area of Potential Effect (APE) and surrounding areas within a half mile radius. The APE for this project is defined as approximately, 9000 square feet in Pierce County, WA ((Township 20N, Range 5E, Section 35 of the Sumner 7.5 quadrangle). The DAHP houses cultural resources records and the primary purpose of the archival records search is to identify any previously recorded cultural resources known to exist within or adjacent to the APE. In addition to the archaeological inventory records and reports, an examination will be made of historic maps, the National Register of Historic Places, the Washington Inventory of Historical Resources, and the listing of Washington Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the APE.

GeoEngineers will provide initial consultation to Tribal representatives by means of an introduction letter that describes the project and includes a legible map of the study area.

Task 2 – Field Survey

Upon completion of the records search, GeoEngineers will conduct an intensive pedestrian survey of the APE. GeoEngineers archaeologists will conduct the survey utilizing pedestrian transects spaced at maximum intervals of no greater than 15 meters, covering the accessible portions of the APE. Areas which are inaccessible due to dense vegetation, unstable geologic conditions, or other obstructions will be surveyed at a reconnaissance-level, typically at 20-40 meter transects.

In addition, GeoEngineers will conduct subsurface testing in the form of shovel test probes (STP). This may require an archaeological excavation permit from DAHP. STPs will be dug by hand; each will be approximately 40 cm in diameter. The STPs will be excavated to determine the presence or absence of buried cultural deposits. These STPs will be placed randomly across the proposed APE. GeoEngineers will excavate the STPs until sterile soils/sediments with no cultural material are encountered or to a depth no greater than 80cm below surface. All excavated soil will be dry-screened through 1/8-inch mesh screen.

Any artifacts recovered from the STPs will be separated by class (e.g., lithic, glass, ceramic, bone), placed in separate plastic bags, and then bagged together in heavy-duty paper bags by level, with a reference number assigned for each level. In the event that cultural material is recovered, the appropriate Washington State Department of Archaeology and Historic Preservation inventory forms will be recorded and submitted to DAHP pursuant to the *Washington State Cultural Resource Reporting Survey and Inventory Standards (2008)*.

Task 3 – Ground Disturbance Monitoring

Effective July 1, 2008, DAHP requires that archaeological monitoring be conducted or supervised by a "professional archaeologist," meaning one who meets the federal Secretary of the Interior's standards (i.e., has a graduate degree in archaeology, anthropology, or closely related field). GeoEngineers will provide a professional archaeologist to monitor the applicable ground disturbing activity over a period of two days. The monitoring archaeologist will observe excavated sediments, take photographs of stages of excavation and removal of contaminated soils, and will record

any archaeological resources observed. If these resources are intact enough to warrant protection or include human remains, the archaeologist will follow the protocols outlined in the Inadvertent Discovery and Treatment Plan.

The results from monitoring will be incorporated into Task 4 (Cultural Resources Technical Report). During the onsite monitoring GeoEngineers archeologist will:

Observe all ground disturbing activities

Archaeological monitors shall be empowered to temporarily divert or halt construction equipment in the event of a discovery, to examine soils and to allow for sufficient time to evaluate and potentially remove a find.

Task 4 – Cultural Resources Technical Report

Upon completion of the literature review and survey, GeoEngineers will prepare a cultural resources technical report. This technical report will document the results of the literature review, Native American consultation, field survey and testing, as well as provide management recommendations for resources within or near the APE. The report will meet the Secretary of Interior's Standards and Guidelines and will follow Washington State Standards for Cultural Resource Reporting (January 2010). The report will include maps depicting the area surveyed for cultural resources. GeoEngineers assumes that a draft of this report and figures will be submitted to the City for one round of review and comments. If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential; the report may not be distributed to the public. In order to protect these sensitive resources, the confidential technical report shall be made available only to qualified cultural resources personnel, the landowner, and project management personnel on a "need to know" basis.

SCHEDULE, TERMS AND BUDGET

GeoEngineers is prepared to begin work on this project upon your authorization to proceed. Our services will be completed in accordance with the terms contained in our General Conditions, which are attached and form a part of this agreement. Please review the terms of this agreement carefully and advise us if you have any questions. Note specifically that our professional liability is limited to \$50,000 for this project.

The fee for our services will be determined on a time and expense basis using the rates contained in our Schedule of Charges, which also is attached and forms a part of this agreement. We estimate that our fee for the services outlined above will be approximately \$ 4,886. We will not exceed our fee estimate without your prior authorization. We will keep you informed of project status and advise you if it appears appropriate to modify the scope and budget.

Our itemized cost per task follows:



11/15/10 10:45:05 AM

ESTIMATED BUDGET BY TASK

TASK ITEM NO.	DESCRIPTION OF SERVICES	FEE
1	Literature Search and Native American contact	\$478
2	Survey and Subsurface testing	\$1,397
3	Monitoring (2-days or 16-hours)	\$1,459
4	Technical Report	\$1,552
Estimated Total		\$4,886

We appreciate the opportunity to submit this proposal and look forward to providing our services on this project. Please call if you have questions concerning this proposal. We look forward to hearing back from you.

Respectfully submitted,



Cindy Arrington, M.S. RPA
Cultural Resource Specialist

CJA:cja

Attachments:
Schedule of Charges
General Conditions

Schedule of Charges – 2010

COMPENSATION

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:

Professional Staff

Staff 1 Scientist/Analyst/Developer	\$	85/hour
Staff 1 Engineer	\$	95/hour
Staff 2 Scientist/Analyst/Developer	\$	105/hour
Staff 2 Engineer	\$	112/hour
Staff 3 Scientist/Analyst/Developer	\$	122/hour
Staff 3 Engineer	\$	128/hour
Scientist/Analyst/Developer 1	\$	140/hour
Engineer 1	\$	145/hour
Scientist/Analyst/Developer 2	\$	145/hour
Engineer 2	\$	150/hour
Senior Engineer/Scientist/Analyst/Developer 1	\$	160/hour
Senior Engineer/Scientist/Analyst/Developer 2	\$	170/hour
Associate	\$	180/hour
Principal	\$	200/hour
Senior Principal	\$	225/hour

Technical Support Staff

Administrator 1	\$	65/hour
Technician	\$	65/hour
Administrator 2	\$	70/hour
CAD Technician	\$	75/hour
Administrator 3	\$	75/hour
Senior Technician	\$	80/hour
CAD Designer	\$	85/hour
CAD Design Coordinator	\$	90/hour
Lead Technician	\$	95/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent after normal working hours, on weekends, or on holidays, at the specific request of Client, will be charged at the above rates plus 25 percent. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Quality Equipment, per day	\$	150.00
Air Sparging Field Test, per day	\$	500.00
Asbestos Sample Kit, per day	\$	25.00
Blastmate, per day	\$	100.00
22-foot Sampling and Dive Boat (plus fuel), per day	\$	750.00
Camcorder, per day	\$	50.00
Concrete/Masonry Field Gear, per day	\$	15.00
Crack Gauges, per gauge	\$	25.00
D&M Sampler, per day (1 day min.)	\$	80.00
Data Logger - 8-channel, per day	\$	300.00
Electrical Tape, per day	\$	25.00
Environmental Exploration Equipment, per day	\$	150.00
Flow Meter, per day	\$	40.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	100.00
Generator, per day (1 day min.)	\$	100.00
Geotechnical Exploration Equipment, per day	\$	125.00
GPS Unit - Professional Grade, per day	\$	100.00
Groundwater Development and Sampling Pump, per day (1 day min.)	\$	100.00
Groundwater Monitoring Equipment, per day	\$	220.00
HydroLab Multi Probe, per day	\$	100.00
Interface Probe, per day	\$	50.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	10.00
Operations and Maintenance Equipment, per day	\$	250.00
Peristaltic Pump, per day	\$	50.00
pH Meter (per day)	\$	15.00
PID, FID or OVA, per day	\$	100.00
Sampling Van/Trailer, per day	\$	60.00
Saximeter, per day	\$	25.00
Scuba Diving, per day/per diver	\$	250.00
Single Channel Data Logger w/Transducer, per day	\$	100.00
Slope Indicator, per day (1 day min.)	\$	200.00
Soil Samples (in Rings), per sample	\$	5.00
Soil Samples (in Sleeves), per sample	\$	8.00
Spectro Photo Meter, per day	\$	45.00
Stereoscope, per day	\$	20.00
Strain Gauge Readout, per day	\$	40.00
Tedlar Bags & Air Sampling Equipment, per sample	\$	15.00
Turbidity Testing Equipment, per day	\$	30.00
Underwater Camera - Still, per day	\$	50.00
Underwater Camera - Video, per day	\$	150.00
Vapor Extraction Field Test, per day	\$	500.00
Vehicle usage, per mile, or \$50/day, whichever is greater	\$	0.65
Vehicle - 4-wheel drive truck, per day	\$	80.00
Water Quality Equipment, per day	\$	125.00

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

Per diem may be charged in lieu of subsistence and lodging.

All rates are subject to change upon notification.





1101 Fawcett Avenue, Suite 200
Tacoma, Washington 98402
253.383.4940

July 15, 2010

City of Bonney Lake
Public Works Department
19306 Bonney lake Blvd.
Bonney Lake, Washington 98391

Attention: John Woodcock

Subject: Proposal
Archaeological Survey and Monitoring for the Eastown Lift Station Site
Bonney Lake, Washington
File No. P04555-010-00

INTRODUCTION

Thank you for requesting this proposal from GeoEngineers, Inc. (GeoEngineers) to assist the City of Bonney Lake (City) with cultural resources services for development of the Eastown Lift Station in Bonney Lake, Washington. We are excited about the opportunity to provide Cultural Resources Management services for you on this project. At this time, GeoEngineers assumes that the proposed work includes: a literature search, pedestrian survey, an archaeological excavation permit, subsurface testing, and a technical report. It is our understanding that a total of approximately 9000 square feet will be researched, surveyed, and tested with the results presented in a technical report that will be submitted to the Department of Archaeology and Historic Preservation (DAHP).

The Eastown Lift Station project is being conducted under prevailing Washington state laws, which serve to protect from known disturbance archaeological sites and Native American graves on both public and private lands. These laws include Executive Order 05-05, Indian Graves and Records (Revised Code of Washington [RCW] 27.44), Archaeological Sites and Resources (RCW 27.53), Archaeological Excavation and Removal Permit (Washington Administrative Code [WAC] 25-48), and Discovery of Human Remains (RCW 27.44).

Our proposal reflects our understanding of the project based on our conversation with you and documents provided on July 14, 2010. If there is additional information that would help us tailor our work efforts and scope, please let us know. For the purposes of this proposal and cost estimate, GeoEngineers assumes that the cultural resources survey will be negative (i.e. no previously unrecorded cultural resources will be encountered and no previously recorded cultural resources will require updates). Any previously unrecorded cultural resources (archaeological and/or historic architectural) identified during the survey would require an amendment to this scope for formal recordation.

SCOPE OF SERVICES

Task 1 – Literature Review and Research

GeoEngineers will conduct an archival records search at the Department of Archaeology and Historic Preservation (DAHP) for the Area of Potential Effect (APE) and surrounding areas within a half mile radius. The APE for this project is defined as approximately, 9000 square feet in Pierce County, WA ((Township 20N, Range 5E, Section 35 of the Sumner 7.5 quadrangle). The DAHP houses cultural resources records and the primary purpose of the archival records search is to identify any previously recorded cultural resources known to exist within or adjacent to the APE. In addition to the archaeological inventory records and reports, an examination will be made of historic maps, the National Register of Historic Places, the Washington Inventory of Historical Resources, and the listing of Washington Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the APE.

GeoEngineers will provide initial consultation to Tribal representatives by means of an introduction letter that describes the project and includes a legible map of the study area.

Task 2 – Field Survey

Upon completion of the records search, GeoEngineers will conduct an intensive pedestrian survey of the APE. GeoEngineers archaeologists will conduct the survey utilizing pedestrian transects spaced at maximum intervals of no greater than 15 meters, covering the accessible portions of the APE. Areas which are inaccessible due to dense vegetation, unstable geologic conditions, or other obstructions will be surveyed at a reconnaissance-level, typically at 20-40 meter transects.

In addition, GeoEngineers will conduct subsurface testing in the form of shovel test probes (STP). This may require an archaeological excavation permit from DAHP. STPs will be dug by hand; each will be approximately 40 cm in diameter. The STPs will be excavated to determine the presence or absence of buried cultural deposits. These STPs will be placed randomly across the proposed APE. GeoEngineers will excavate the STPs until sterile soils/sediments with no cultural material are encountered or to a depth no greater than 80cm below surface. All excavated soil will be dry-screened through 1/8-inch mesh screen.

Any artifacts recovered from the STPs will be separated by class (e.g., lithic, glass, ceramic, bone), placed in separate plastic bags, and then bagged together in heavy-duty paper bags by level, with a reference number assigned for each level. In the event that cultural material is recovered, the appropriate Washington State Department of Archaeology and Historic Preservation inventory forms will be recorded and submitted to DAHP pursuant to the *Washington State Cultural Resource Reporting Survey and Inventory Standards (2008)*.

Task 3 – Ground Disturbance Monitoring

Effective July 1, 2008, DAHP requires that archaeological monitoring be conducted or supervised by a "professional archaeologist," meaning one who meets the federal Secretary of the Interior's standards (i.e., has a graduate degree in archaeology, anthropology, or closely related field). GeoEngineers will provide a professional archaeologist to monitor the applicable ground disturbing activity over a period of two days. The monitoring archaeologist will observe excavated sediments, take photographs of stages of excavation and removal of contaminated soils, and will record

any archaeological resources observed. If these resources are intact enough to warrant protection or include human remains, the archaeologist will follow the protocols outlined in the Inadvertent Discovery and Treatment Plan.

The results from monitoring will be incorporated into Task 4 (Cultural Resources Technical Report). During the onsite monitoring GeoEngineers archeologist will:

- Observe all ground disturbing activities
- Archaeological monitors shall be empowered to temporarily divert or halt construction equipment in the event of a discovery, to examine soils and to allow for sufficient time to evaluate and potentially remove a find.

Task 4 – Cultural Resources Technical Report

Upon completion of the literature review and survey, GeoEngineers will prepare a cultural resources technical report. This technical report will document the results of the literature review, Native American consultation, field survey and testing, as well as provide management recommendations for resources within or near the APE. The report will meet the Secretary of Interior's Standards and Guidelines and will follow Washington State Standards for Cultural Resource Reporting (January 2010). The report will include maps depicting the area surveyed for cultural resources. GeoEngineers assumes that a draft of this report and figures will be submitted to the City for one round of review and comments. If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential; the report may not be distributed to the public. In order to protect these sensitive resources, the confidential technical report shall be made available only to qualified cultural resources personnel, the landowner, and project management personnel on a "need to know" basis.

SCHEDULE, TERMS AND BUDGET

GeoEngineers is prepared to begin work on this project upon your authorization to proceed. Our services will be completed in accordance with the terms contained in our General Conditions, which are attached and form a part of this agreement. Please review the terms of this agreement carefully and advise us if you have any questions. Note specifically that our professional liability is limited to \$50,000 for this project.

The fee for our services will be determined on a time and expense basis using the rates contained in our Schedule of Charges, which also is attached and forms a part of this agreement. We estimate that our fee for the services outlined above will be approximately \$ 4,886. We will not exceed our fee estimate without your prior authorization. We will keep you informed of project status and advise you if it appears appropriate to modify the scope and budget.

Our itemized cost per task follows:

ESTIMATED BUDGET BY TASK

TASK ITEM NO.	DESCRIPTION OF SERVICES	FEE
1	Literature Search and Native American contact	\$478
2	Survey and Subsurface testing	\$1,397
3	Monitoring (2-days or 16-hours)	\$1,459
4	Technical Report	\$1,552
Estimated Total		\$4,886

We appreciate the opportunity to submit this proposal and look forward to providing our services on this project. Please call if you have questions concerning this proposal. We look forward to hearing back from you.

Respectfully submitted,



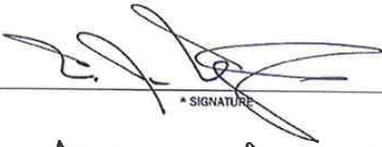
Cindy Arrington, M.S. RPA
Cultural Resource Specialist

CJA:cja

Attachments:
Schedule of Charges
General Conditions



The scope of services and terms described herein are accepted and GeoEngineers, Inc. is authorized to proceed.

City of Bonney Lake ORGANIZATION	 * SIGNATURE
DATE	Cindy S. Arrington / TYPED OR PRINTED NAME

*Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Copyright© 2010 by GeoEngineers, Inc. All rights reserved.

Please return one signed copy of this agreement for our files. Thank you.

Schedule of Charges – 2010

COMPENSATION

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:

Professional Staff

Staff 1 Scientist/Analyst/Developer	\$ 85/hour
Staff 1 Engineer	\$ 95/hour
Staff 2 Scientist/Analyst/Developer	\$ 105/hour
Staff 2 Engineer	\$ 112/hour
Staff 3 Scientist/Analyst/Developer	\$ 122/hour
Staff 3 Engineer	\$ 128/hour
Scientist/Analyst/Developer 1	\$ 140/hour
Engineer 1	\$ 145/hour
Scientist/Analyst/Developer 2	\$ 145/hour
Engineer 2	\$ 150/hour
Senior Engineer/Scientist/Analyst/Developer 1	\$ 160/hour
Senior Engineer/Scientist/Analyst/Developer 2	\$ 170/hour
Associate	\$ 180/hour
Principal	\$ 200/hour
Senior Principal	\$ 225/hour

Technical Support Staff

Administrator 1	\$ 65/hour
Technician	\$ 65/hour
Administrator 2	\$ 70/hour
CAD Technician	\$ 75/hour
Administrator 3	\$ 75/hour
Senior Technician	\$ 80/hour
CAD Designer	\$ 85/hour
CAD Design Coordinator	\$ 90/hour
Lead Technician	\$ 95/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent after normal working hours, on weekends, or on holidays, at the specific request of Client, will be charged at the above rates plus 25 percent. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Quality Equipment, per day	\$	150.00
Air Sparging Field Test, per day	\$	500.00
Asbestos Sample Kit, per day	\$	25.00
Blastmate, per day	\$	100.00
22-foot Sampling and Dive Boat (plus fuel), per day	\$	750.00
Camcorder, per day	\$	50.00
Concrete/Masonry Field Gear, per day	\$	15.00
Crack Gauges, per gauge	\$	25.00
D&M Sampler, per day (1 day min.)	\$	80.00
Data Logger - 8-channel, per day	\$	300.00
Electrical Tape, per day	\$	25.00
Environmental Exploration Equipment, per day	\$	150.00
Flow Meter, per day	\$	40.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	100.00
Generator, per day (1 day min.)	\$	100.00
Geotechnical Exploration Equipment, per day	\$	125.00
GPS Unit - Professional Grade, per day	\$	100.00
Groundwater Development and Sampling Pump, per day (1 day min.)	\$	100.00
Groundwater Monitoring Equipment, per day	\$	220.00
Hydrolab Multi Probe, per day	\$	100.00
Interface Probe, per day	\$	50.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	10.00
Operations and Maintenance Equipment, per day	\$	250.00
Peristaltic Pump, per day	\$	50.00
pH Meter (per day)	\$	15.00
PID, FID or OVA, per day	\$	100.00
Sampling Van/Trailer, per day	\$	60.00
Saximeter, per day	\$	25.00
Scuba Diving, per day/per diver	\$	250.00
Single Channel Data Logger w/Transducer, per day	\$	100.00
Slope Indicator, per day (1 day min.)	\$	200.00
Soil Samples (in Rings), per sample	\$	5.00
Soil Samples (in Sleeves), per sample	\$	8.00
Spectro Photo Meter, per day	\$	45.00
Stereoscope, per day	\$	20.00
Strain Gauge Readout, per day	\$	40.00
Tedlar Bags & Air Sampling Equipment, per sample	\$	15.00
Turbidity Testing Equipment, per day	\$	30.00
Underwater Camera - Still, per day	\$	50.00
Underwater Camera - Video, per day	\$	150.00
Vapor Extraction Field Test, per day	\$	500.00
Vehicle usage, per mile, or \$50/day, whichever is greater	\$	0.65
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Specialized and miscellaneous field equipment, at current rates, list available upon request.

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Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

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Per diem may be charged in lieu of subsistence and lodging.

All rates are subject to change upon notification.



GENERAL CONDITIONS

DEFINITIONS

The words and phrases listed below have the following meanings when used in this Agreement:

“**Agreement**” means the complete agreement between Client and GeoEngineers, and consists of all of the following: 1) The Services Agreement or Proposal, including the Scope of Services contained within it; 2) These General Conditions and its attached Schedule of Charges, as applicable; 3) Any documents expressly incorporated by reference into the Services Agreement, Proposal or General Conditions; 4) Any modifications to this Agreement, if mutually agreed to by the parties in writing.

“**Client**” means the individual(s) or entity that has entered into this Agreement with GeoEngineers.

“**GeoEngineers**” means GeoEngineers, Inc., a Washington corporation, and any of its employees, officers and directors. GeoEngineers is sometimes referred to as “us,” “we” or “our” throughout this Agreement.

“**Hazardous Materials**” means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

“**Scope of Services**” means the sum total of all of our activities and all of the Instruments of Service undertaken or provided pursuant to this Agreement.

“**Excluded Services**” means those services that we are not providing under this Agreement, which includes any services recommended to Client and which Client chooses not to include in our Scope of Services.

INTEGRATED WRITTEN AGREEMENT

This Agreement represents the entire and integrated agreement between Client and GeoEngineers and supersedes all prior communications, negotiations, representations or agreements, either written or oral between the parties. No agreement or understanding varying or extending this Agreement shall bind either party, other than by a subsequent written agreement, signed by Client and GeoEngineers.

CONFLICTS

Unless otherwise indicated in the signed GeoEngineers Services Agreement or Proposal, in the event of conflict between the terms of these General Conditions and any documents incorporated by reference into this Agreement, the terms most favorable to GeoEngineers shall apply.

STANDARD OF CARE AND WARRANTY DISCLAIMER

GeoEngineers will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location. No warranty or guarantee, either express or implied, is made or intended by this Agreement or by any report, opinion, or other Instrument of Service provided pursuant to this Agreement.

CLIENT FURNISHED INFORMATION AND OBLIGATIONS

Client will provide GeoEngineers with the following: a description of the property; the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work; and the nature and location of any known or suspected hazardous materials that may exist on the property. Client understands that GeoEngineers is not responsible for damages to underground utilities, facilities or structures known by Client to exist and not specifically or correctly identified to us, and Client agrees to indemnify GeoEngineers for these damages to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS. GeoEngineers is neither responsible nor liable for the creation, existence, or presence of any hazardous materials, including asbestos, present at the work

site prior to or during the performance of this Agreement, except any hazardous materials generated solely by us, our agents or subcontractors.

Additionally, the Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. GeoEngineers may use such information, requirements, reports, data, surveys and instructions in performing the services and is entitled to rely upon their accuracy and completeness.

PERMITS AND AGENCY ARRANGEMENT

If included in the Scope of Services, GeoEngineers will assist Client in applying for necessary permits and licenses. Client may, upon written acceptance by GeoEngineers, designate GeoEngineers as its agent for the purposes of drafting permit and/or license applications. GeoEngineers' agency authority under this arrangement shall be limited solely to the completion and submission of the permit and/or license applications. GeoEngineers will rely upon data collected by and information provided by Client in preparing the applications. GeoEngineers shall not be responsible for errors or inaccuracies contained in data and information supplied by Client. Client shall assume full responsibility for reviewing, understanding and signing all permit and license applications drafted by GeoEngineers.

Client waives any claim against GeoEngineers relating to errors or inaccuracies in data and information provided by Client and permit-related project delays caused by other parties, including, but not limited to Client, project opponents, and permitting or licensing agencies.

RIGHTS OF ENTRY

Unless otherwise agreed to in writing, Client will provide for right of entry and any authorizations needed for us to enter upon property to perform our Services under this Agreement.

SURFACE AND SUBSURFACE DISTURBANCE

GeoEngineers will take reasonable precautions to minimize surface and subsurface disturbance. However, in the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement unless specifically included in our Scope of Services.

DISCOVERY OF HAZARDOUS MATERIALS

“Unanticipated hazardous materials” are any hazardous materials that may exist at the project site, but which this Agreement does not identify as present and whose existence is not reasonably anticipated. The discovery of unanticipated hazardous materials will constitute a changed condition that will require renegotiation of the Scope of Services or termination of this Agreement.

The discovery of unanticipated hazardous materials may necessitate that we take immediate protective measures. If we discover unanticipated hazardous materials, we will notify Client as soon as practicable. Based on our professional judgment, we may also implement protective measures in the field. Client will pay the cost of any such additional protective measures.

Client is responsible for reporting releases of hazardous substances to appropriate government agencies as required by law.

Client waives any claim against GeoEngineers relating to the discovery of unanticipated hazardous materials and will indemnify GeoEngineers to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS.

UNANTICIPATED AND CHANGED CONDITIONS

Actual subsurface conditions may vary from those encountered at the specific locations where GeoEngineers conducts its surveys or explorations. We can only base our site data, interpretations and recommendations on information reasonably available to us. Practical and reasonable limitations on available data will result in some level of uncertainty, and therefore risk, with respect to

the interpretation of environmental, geological and geotechnical conditions even when we have followed the standard of care.

The discovery of unanticipated or changed conditions may require renegotiation of the Scope of Services or termination of services. GeoEngineers reserves the right to solely determine the continued adequacy of this Agreement in light of any discovery of conditions that were not reasonably anticipated or known at the time of this Agreement. If we determine that renegotiation is necessary, GeoEngineers and Client will in good faith enter into renegotiation of this Agreement to permit us to continue to meet Client's needs. If Client and GeoEngineers cannot agree on new terms, we reserve the right to terminate this Agreement and receive payment from Client for all services performed and expenses incurred up to and including the date of termination. Underground utilities that are not properly indicated on plans and specifications provided to GeoEngineers by others or not reasonably located by the utility owner will be considered a changed condition under this clause.

SITE SAFETY

GeoEngineers will maintain a safety program for our employees. GeoEngineers specifically disclaims any authority or responsibility for general job site safety and for the safety of persons who are not employed by us. GeoEngineers is not responsible for the job safety or site safety of the general project and is not responsible for compliance with safety programs and related OSHA and state regulations that apply to other entities or persons. Client is independently responsible for requiring that its construction or remediation contractors take responsibility for general job site safety.

CONSTRUCTION AND REMEDIATION OBSERVATION

The conclusions and recommendations for construction or remediation in our reports are based on limited sampling and the interpretations of variable subsurface conditions. Therefore, our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by reviewing preconstruction design documents and observing actual construction or remediation activities on site. If our Scope of Services does not include preconstruction plan review and construction/remediation observation, then any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to GeoEngineers.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation selected by any contractor or agent of Client.

SAMPLE RETENTION AND DISPOSAL

We will discard nonhazardous samples 60 days after they are obtained, unless Client makes prior arrangements to store or deliver the samples. Samples containing hazardous materials regulated under federal, state or local environmental laws are the property and responsibility of Client. Client will arrange for lawful disposal, treatment and transportation of contaminated samples at Client's expense, unless Client makes other written agreements regarding their disposal.

IDENTIFICATION OF OTHER CONTAMINANTS

Sampling and Analysis Plans (SAPs) typically specify the contaminants of interest (COIs) on a site and the standard EPA/state agency analytical methods (Standard Methods) to be used by laboratories for determining the estimated concentration of such COIs in soil and water samples. GeoEngineers' instructions notwithstanding, application of Standard Methods by an analytical laboratory may occasionally result in the inadvertent identification of contaminants that are not COIs. If in the course of GeoEngineers' laboratory data validation review non-COI contaminants are identified with

COI-equivalent data quality and analytical values at or above regulatory action levels, GeoEngineers will disclose such results to Client with appropriate recommendations, which may include recommendations for reporting to regulatory agencies. Client actions subsequent to any such disclosure shall be at Client's sole risk, and Client shall indemnify and hold harmless GeoEngineers from any claims, liabilities, damages or costs arising from the discovery of regulated non-COIs to the extent provided in the INDEMNIFICATION SECTION in these GENERAL CONDITIONS.

INSTRUMENTS OF SERVICE

Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by GeoEngineers are Instruments of Service and remain our property. We will retain final reports, aerial photos and boring logs for an indefinite period of time. Other documents relating to the services performed will be retained for 10 years following submission of any report produced under this Agreement. We will make extra copies of the Instruments of Service available to Client on request for a reasonable fee.

Neither Client nor any other party may use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise outside the scope of this Agreement, without our prior written permission. GeoEngineers is not responsible for such reuse (unless such reuse is expressly authorized by GeoEngineers in writing), and Client will indemnify GeoEngineers against damages relating to such reuse to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by us. Files in electronic media format of text, data, graphics, or of other types that are furnished by GeoEngineers to Client are only for the convenience of GeoEngineers and Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Data stored in electronic media format can deteriorate or be modified inadvertently or otherwise. GeoEngineers shall not be responsible to maintain documents stored in electronic media. When transferring documents in electronic media format, we make no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by us.

We shall not be responsible for any alterations, modifications or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without our consent. Client shall defend, indemnify and hold us harmless against any claims, damages or losses arising out of the reuse of the electronic data without our written consent and arising out of alterations, modifications, or additions to the electronic data made by anyone other than GeoEngineers to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

All documents, including the electronic files that are transferred by us to Client are Instruments of Service of GeoEngineers and created for this project only, and no representation or warranty is made, either express or implied, concerning the files and data.

BILLING AND PAYMENT

We will bill for our services monthly. Payment is due on receipt of the invoice unless otherwise agreed to in writing. Client will notify GeoEngineers within 20 days of receipt of invoice of amounts in dispute. A service charge of 1-1/2% per month shall apply to any undisputed amounts that are more than 30 calendar days past due and amounts in dispute where Client has not notified GeoEngineers within the 20-day period. In addition to any past due amount, Client will pay all of our reasonable expenses necessary for collection of any past due amounts including, but not limited to, attorneys' fees and expenses, filing fees, lien costs and our staff time. Collection efforts for past due amounts by GeoEngineers shall not be subject to the DISPUTES clause of these GENERAL CONDITIONS.

Payment of invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by GeoEngineers. Payment to

GeoEngineers for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. Payment to GeoEngineers shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties.

ADJUSTMENT FOR INCREASED COSTS

GeoEngineers reserves the right to invoice Client for additional charges incurred in the event of an unanticipated increase in project-related taxes, fees or similar levies; or if GeoEngineers must modify project-related services, facilities or equipment to comply with new laws or regulations or changes to existing laws or regulations that become effective after execution of this Agreement.

GeoEngineers revises its Schedule of Charges annually. Therefore, we reserve the right to modify our Schedule of Charges applicable to our services if performance of this Agreement extends beyond 12 months, or if changes in the project schedule result in our services extending into the next calendar year.

SCOPE OF SERVICES AND EXCLUDED SERVICES

Our engagement under this Agreement includes only those services specified in the Scope of Services.

Client agrees it will not hold us liable and expressly waives any claim against GeoEngineers for not performing additional services that Client instructed us not to perform, not performing additional services that were not specifically requested by Client and agreed to by both parties, and not performing recommended additional services that Client has not authorized us to perform.

TERMINATION OF SERVICES

Termination for Cause

Either party may terminate this Agreement upon at least seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable.

Termination for Convenience

Either party may terminate this Agreement for convenience upon 14 days written notice to the other. In the event that Client requests early termination of our services for convenience, we reserve the right to complete such analyses and records as are necessary to place our files in order and to complete a report on the services performed to date. Charges for these termination activities are in addition to all charges incurred up to the date of termination. Upon termination for convenience by either party, all invoices for services performed up to the date of termination and termination fees defined herein are immediately due and payable.

SUSPENSION OF SERVICES

If the project or GeoEngineers' services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoEngineers shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate GeoEngineers for expenses incurred as a result of the suspension and resumption of its services, and GeoEngineers' schedule and fees for the remainder of the project shall be equitably adjusted.

If GeoEngineers' services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoEngineers may terminate this Agreement subject to the terms in the "Termination for Convenience" clause.

If Client is in breach of the payment terms, states their intention not to pay forthcoming invoices, or otherwise is in material breach of this Agreement, GeoEngineers may suspend performance of services upon five (5) calendar

days' notice to Client or terminate this Agreement according to the "Termination for Cause" clause. In the event of suspension, GeoEngineers shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by Client's breach of this Agreement. In addition, we may withhold submittal of any work product if Client is in arrears at any time during the performance of services under this Agreement. Upon receipt of payment in full of all outstanding sums due from Client, or curing of such other breach which caused GeoEngineers to suspend services, GeoEngineers shall resume services and submit any withheld work product, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of such suspension. Any suspension by GeoEngineers exceeding 30 calendar days shall, at GeoEngineers' option, make this Agreement subject to renegotiation or termination according to the "Termination for Cause" clause in this Agreement.

In the event Client has paid a retainer to GeoEngineers, GeoEngineers shall be entitled to apply the retainer to cover any sums due from Client up to the date of suspension. Prior to resuming services after such suspension, Client shall remit to GeoEngineers sufficient funds to replenish the retainer to its full prior amount.

DELAYS

The Client agrees that GeoEngineers is not responsible for damages arising directly or indirectly from any delays for causes beyond GeoEngineers' control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, terrorist acts, wars or other emergencies or acts of God; failure of any government agency to act in a timely manner, failure of performance by the Client or the Client's Contractors or other Consultants; or unanticipated discovery of any hazardous materials or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by GeoEngineers to perform its services in an orderly and efficient manner, GeoEngineers shall be entitled to an equitable adjustment in schedule and/or compensation.

INDEMNIFICATION

GeoEngineers will indemnify and hold the Client harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent proven to be caused by or resulting from the sole negligence of GeoEngineers, its agents or its employees. For any such claims, liabilities, damages or costs caused by or resulting from the concurrent negligence of GeoEngineers and other parties, including the Client, the duty to indemnify shall apply only to the extent of GeoEngineers' proven negligence.

The Client will defend, indemnify and hold GeoEngineers, including its subsidiaries and affiliates, harmless from and against any and all claims (including without limitation, claims by third parties and claims for economic loss), liabilities, damages, fines, penalties and costs (including without limitation reasonable attorney fees and costs of defense) arising out of or in any way related to this project or this Agreement, provided that Client's indemnification obligations for death or bodily injury to persons or damage to property shall not apply to the extent of the proven negligence of GeoEngineers, its officers, agents and employees.

Client's indemnification obligation shall include, but is not limited to, all claims against GeoEngineers by an employee or former employee of Client, and Client expressly waives all immunity and limitation of liability under any industrial insurance act, worker's compensation act, disability benefit act, or employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. Client's waiver of immunity by the provisions of this paragraph extends only to claims against GeoEngineers by Client's current or former employees and does not include or extend to any claims by Client's employees or former employees directly against Client.

By entering into this Agreement, Client acknowledges that this Indemnification provision has been reviewed, understood and is a material part of the Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

LIMITATION OF REMEDIES

GeoEngineers' aggregate liability responsibility to Client, including that of our subsidiaries and affiliates, officers, directors, employees and agents, is limited to \$50,000 or the amount of GeoEngineers' fee under this Agreement, whichever is greater. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory, (including without limitation, GeoEngineers' indemnity obligations in the previous paragraph) related to our services under this Agreement and any continuation or extension of our services.

If Client desires a higher limitation, GeoEngineers may agree, at Client's request, to increase the limitation of remedy amount to a greater sum in exchange for a negotiated increase in our fee. Any additional charge for a higher limit is consideration for the greater risk assumed by us and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

By entering into this Agreement, Client acknowledges that this Limitation of Remedies Clause has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

INSURANCE

GeoEngineers maintains Workers' Compensation and Employer's Liability Insurance as required by state law. We also maintain comprehensive general, auto, professional and environmental impairment liability insurance. We will provide copies of certificates evidencing these policies at the request of the Client.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

In no event will either party be liable to the other for any special, indirect, incidental or consequential damages of any nature arising out of or related to the performance of this Agreement, whether founded in negligence, strict liability, warranty or breach of contract. In addition, Client expressly waives any and all claims against GeoEngineers for any liquidated damages liability that may be incurred by or assessed against Client.

DISPUTES

Except for claims by GeoEngineers to collect past due amounts owing from the Client, the parties to this Agreement must refer any dispute, controversy or claim arising out of or relating to this Agreement or its breach to mediation before pursuing any other dispute remedy.

Any dispute, claim or controversy not resolved in mediation will be decided in binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association at its offices closest to the project site, unless the parties mutually agree to some other dispute resolution forum.

Client expressly agrees that before Client can bring a claim or cause of action against GeoEngineers as provided above, based on professional negligence or breach of the professional standard of care, Client will obtain the written opinion of a licensed or registered professional practicing in the same licensing jurisdiction as the project in dispute. The professional who prepares the written opinion must be licensed or registered in the discipline or technical specialty that is the basis for the dispute. The written opinion of the licensed or registered professional must indicate that, in the professional opinion of the writer, GeoEngineers violated the prevailing standard of care in delivery of its services. Further, the written opinion must describe the basis for that opinion and a conclusion that the alleged failure to comply with the standard of care was the cause of all or part of the alleged damages. The written opinion must be made available to GeoEngineers for review and comment at least 10 days before the claim or cause of action can be submitted to arbitration. The parties agree that this clause was mutually negotiated and is an integral part of the consideration for this Agreement.

CHOICE OF LAW AND PREVAILING PARTY RIGHTS

This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Washington. The prevailing party in any arbitration or

litigation will be entitled to recover reasonable attorneys' fees, legal costs, arbitration fees and other claim-related expenses, including reasonable fees for the time of its personnel.

BIOLOGICAL POLLUTANTS

Our Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and/or any of their byproducts.

Our Instruments of Service will not include any interpretations, recommendations, findings or conclusions pertaining to Biological Pollutants. Accordingly, Client agrees that GeoEngineers will have no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless GeoEngineers from all claims by any third party concerning Biological Pollutants to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

CLAIMS ASSISTANCE FOR CLIENT

If a construction contractor or other party files a claim against Client, relating to services performed by GeoEngineers and Client requires additional information or assistance to evaluate or defend against such claims, we will make our personnel available for consultation with Client's staff and for testimony, if necessary. We will make such essential personnel available upon reasonable notice from Client and Client will reimburse GeoEngineers for such consultation or testimony, including travel costs, at the rates that apply for other services under this Agreement. We will provide services in connection with any such claims pursuant to a written supplement, if necessary, extending this Agreement.

TIME BAR TO LEGAL ACTION

The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, will become barred two (2) years from the completion of GeoEngineers' services.

NO THIRD PARTY RIGHTS

Nothing in this Agreement or as a consequence of any of the services provided gives any rights or benefits to anyone other than Client and GeoEngineers. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and GeoEngineers and not for the benefit of any other party. No third party shall have the right to rely on the product of GeoEngineers' services without GeoEngineers' prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

ASSIGNMENT OF CONTRACT OR CLAIMS

Neither the Client nor GeoEngineers may delegate, assign, sublet, or transfer the duties, interests or responsibilities set forth in this Agreement, or any cause of action or claim relating to the services provided under this Agreement, to other entities without the written consent of the other party.

SURVIVAL

These terms and conditions survive the completion of the services under this Agreement and the termination of this Agreement, whether for cause or for convenience.

SEVERABILITY

If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. Client and GeoEngineers agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

RESOLUTION NO. 2050

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DECLARING A PROPOSED ANNEXATION TO BE IN THE BEST INTEREST AND GENERAL WELFARE OF THE CITY AND CALLING FOR AN ELECTION IN THE TERRITORY PROPOSED FOR ANNEXATION.

WHEREAS, the City Council commissioned an annexation study of the Comprehensive Urban Growth Area (CUGA) adjacent to the Southern border of the City; and

WHEREAS, there appears to be significant interest from the residents of the area to annex into the City of Bonney Lake; and

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

Section 1. It is hereby determined that the best interests and general welfare of the City of Bonney Lake would be served by the annexation of the unincorporated territory contiguous to the City, the boundaries of which territory are described and shown on Attachment "A", and by this reference thereto incorporated herein as if fully set forth.

Section 2. The proposed annexation shall be submitted to the electorate of the territory sought to be annexed together with a proposition that all property within the area annexed shall, upon annexation, be assessed and taxed at the same rate and on the same basis as the property of the City of Bonney Lake is assessed and taxed to pay for a proportion of any outstanding bonded indebtedness of the City.

Section 3. The population of the proposed annexation area is estimated at 7,055, and the number of those residents who are registered voters is estimated at 3,696.

Section 4. The holding of said election shall be contingent upon the Pierce County Boundary Review Board's approval of the boundary of the proposed annexation, and the Pierce County Council setting the date for submission of the annexation proposal at a special election anticipated to be held some time between February and May, 2011, with an anticipated effective date of January 1, 2012, should the annexation be placed on the ballot and subsequently approved by the voters.

Section 5. If by the date of the annexation election the city council has amended the City's comprehensive plan and zoning map to include the area proposed to be annexed pursuant to RCW 35.13.177 - .178, said plan and zoning regulations will be simultaneously effective at the time of annexation.

Section 6. The City will pay the cost of the annexation election.

PASSED BY THE CITY COUNCIL this _____ day of July, 2010.

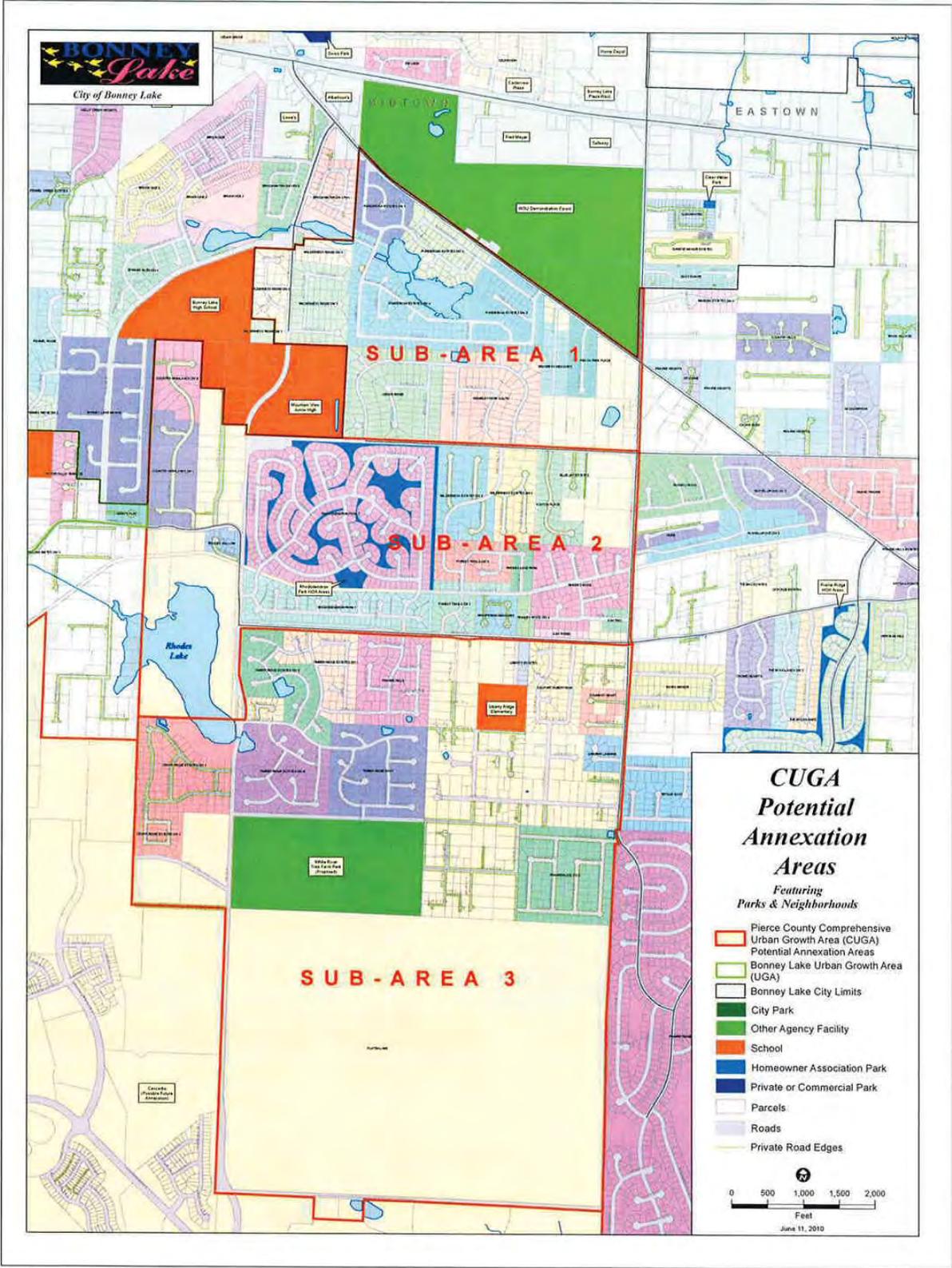
Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney



Attachment A of Res. 2050

Parametrix

**CITY OF BONNEY LAKE
CUGA ANNEXATION AREA
COMBINED DESCRIPTION
JUNE 30, 2010**

THOSE PORTIONS OF SECTIONS 3, 4, 9, 10, 15, 16, 21, AND 22, ALL IN TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE CORPORATE LIMITS OF THE CITY OF BONNEY LAKE AS DEFINED BY WARD 4, ORDINANCE NO. 1223 OF SAID CITY, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY MARGIN OF SOUTH PRAIRIE ROAD EAST WITH THE EAST LINE OF GOVERNMENT LOT 4 IN THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTHEASTERLY ALONG SAID CORPORATE LIMITS AND SAID NORTHERLY MARGIN TO THE WESTERLY RIGHT-OF-WAY MARGIN OF 214TH AVENUE EAST, ALSO BEING AN ANGLE POINT IN SAID CORPORATE LIMITS; THENCE LEAVING SAID CORPORATE LIMITS, SOUTH ALONG THE WESTERLY MARGIN OF SAID 214TH AVENUE EAST TO THE NORTH LINE OF THE PLAT OF YOUNG AT HEART IN THE SOUTHEAST QUARTER OF SAID SECTION 10, SAID PLAT RECORDED UNDER RECORDING NUMBER 9403170419, RECORDS OF SAID COUNTY; THENCE EAST ALONG SAID NORTH LINE AND CONTINUING ALONG SAID MARGIN TO THE NORTHEAST CORNER OF SAID PLAT, ALSO BEING THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE CONTINUING ALONG SAID WESTERLY MARGIN, SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER AND THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTHEAST CORNER OF PRAIRIEWOOD P.D.D., RECORDING NUMBER 8008210248, RECORDS OF SAID COUNTY; THENCE WEST ALONG THE SOUTH LINE OF SAID P.D.D., 30 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF A STRIP OF LAND CONVEYED TO PIERCE COUNTY BY DEED, RECORDING NUMBER 2031075, RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE WEST LINE OF SAID STRIP AND ITS SOUTHERLY PROJECTION TO THE SOUTH RIGHT-OF-WAY MARGIN OF 144TH STREET EAST IN THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE WEST ALONG SAID SOUTHERLY MARGIN TO THE NORTHWEST CORNER OF PARCEL 6 AS SHOWN ON RECORD OF SURVEY, RECORDING NUMBER 200712135006, RECORDS OF SAID COUNTY; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH ALONG THE WEST LINE OF SAID PARCEL 6 TO THE NORTH LINE OF PARCEL 3 OF SAID SURVEY; THENCE WEST ALONG SAID NORTH LINE TO THE EAST LINE OF PARCEL 1 OF SAID SURVEY; THENCE NORTH ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL 1, ALSO BEING THE SOUTHERLY MARGIN OF SAID 144TH STREET EAST; THENCE WEST ALONG SAID SOUTHERLY MARGIN AND ITS WESTERLY PROJECTION TO THE WEST RIGHT-OF-WAY MARGIN OF 198TH AVENUE EAST AS SHOWN ON THE PLAT OF COLUMBIA VISTA AT CASCADIA PHASE 1, RECORDING NUMBER 200806115002, RECORDS OF SAID COUNTY; THENCE NORTH ALONG SAID WESTERLY MARGIN TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE

NORTHEAST QUARTER OF SAID SECTION 16; THENCE WEST ALONG SAID SOUTH LINE OF SAID SUBDIVISION TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG WEST LINE OF SAID SUBDIVISION TO THE NORTHWEST CORNER THEREOF, SAID CORNER BEING COMMON TO THE NORTHWEST CORNER OF THE PLAT OF CEDAR RIDGE ESTATES DIVISION 2, RECORDING NUMBER 200412225007, RECORDS OF SAID COUNTY; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 9 TO THE SOUTHEAST CORNER OF THE PLAT OF BONNEY LAKE MANOR, RECORDING NUMBER 9207010322, RECORDS OF SAID COUNTY, ALSO BEING A POINT ON THE CORPORATE LIMITS OF SAID CITY AS DEFINED BY WARD 4 OF SAID ORDINANCE NO. 1223; THENCE NORTH ALONG SAID CORPORATE LIMITS AND THE EAST LINE OF SAID PLAT TO THE NORTHEAST CORNER OF SAID PLAT, ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF COUNTRY HIGHLANDS DIVISION 2, RECORDING NUMBER 8910050251, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, EAST ALONG THE NORTH LINE OF LAST SAID PLAT TO THE NORTHEAST CORNER THEREOF; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, SOUTH ALONG THE EAST LINE OF SAID PLAT TO THE SOUTHWEST CORNER OF LOT 4 OF LARGE LOT SUBDIVISION, RECORDING NUMBER 1590, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, EAST ALONG THE SOUTH LINE OF SAID LOT 4 TO THE SOUTHEAST CORNER THEREOF, ALSO BEING THE NORTHWEST CORNER OF LOT 4 OF SHORT PLAT, RECORDING NUMBER 79-706, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, SOUTH ALONG THE WEST LINE OF SAID SHORT PLAT TO THE SOUTHWEST CORNER OF LOT 2 OF SAID SHORT PLAT; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, EAST ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER THEREOF AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, SOUTH ALONG THE EAST LINE OF SAID SECTION 4 TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF 112TH STREET EAST; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, EAST ALONG SAID NORTHERLY MARGIN TO THE SOUTHWEST CORNER OF THE PLAT OF CEDAR RIDGE, RECORDING NUMBER 9003150404, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, NORTH ALONG THE WEST LINE OF SAID PLAT TO THE NORTHWEST CORNER THEREOF, BEING THE SOUTHEAST CORNER OF THE PLAT OF WILDERNESS RIDGE DIVISION 1, RECORDING NUMBER 9105160438, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, WEST ALONG THE SOUTH LINE OF LAST SAID PLAT, TO THE SOUTHEAST CORNER OF TRACT 'A' OF SAID PLAT; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, NORTH ALONG THE EAST LINE OF SAID TRACT 'A' TO THE NORTHEAST CORNER THEREOF; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, WEST ALONG THE NORTH LINE OF SAID TRACT 'A' TO THE NORTHWEST CORNER THEREOF AND A POINT ON THE WEST LINE OF SAID SECTION 3; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, NORTH ALONG SAID WEST LINE TO THE WEST QUARTER CORNER OF SAID SECTION 3, ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF WILDERNESS RIDGE DIVISION 2, RECORDING NUMBER 9112180517, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 TO THE EASTERLY RIGHT-OF-WAY MARGIN OF 200TH AVENUE COURT EAST; THENCE

CONTINUING ALONG SAID CORPORATE LIMITS, NORTHERLY ALONG SAID
EASTERLY MARGIN TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF 104TH STREET
EAST; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, EASTERLY ALONG
SAID NORTHERLY MARGIN TO THE WEST LINE OF LOT 88 OF THE PLAT OF
WILDERNESS RIDGE DIVISION 3, RECORDING NUMBER 9210220264, RECORDS OF
SAID COUNTY; THENCE CONTINUING ALONG SAID CORPORATE LIMITS, NORTH
ALONG THE WEST LINE OF SAID LOT 88 TO THE NORTHWEST CORNER THEREOF;
THENCE CONTINUING ALONG SAID CORPORATE LIMITS, EAST ALONG THE NORTH
LINE OF SAID PLAT TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST
QUARTER OF SAID SECTION 3; THENCE CONTINUING ALONG SAID CORPORATE
LIMITS, NORTH ALONG SAID EAST LINE TO THE NORTHERLY RIGHT-OF-WAY
MARGIN OF SOUTH PRAIRIE ROAD EAST AND THE POINT OF BEGINNING.



NW03-T19N-R05E



ACRES	SQUARE FEET
1.00	43,560
0.50	21,780
0.25	10,890
0.125	5,445
0.0625	2,722.5



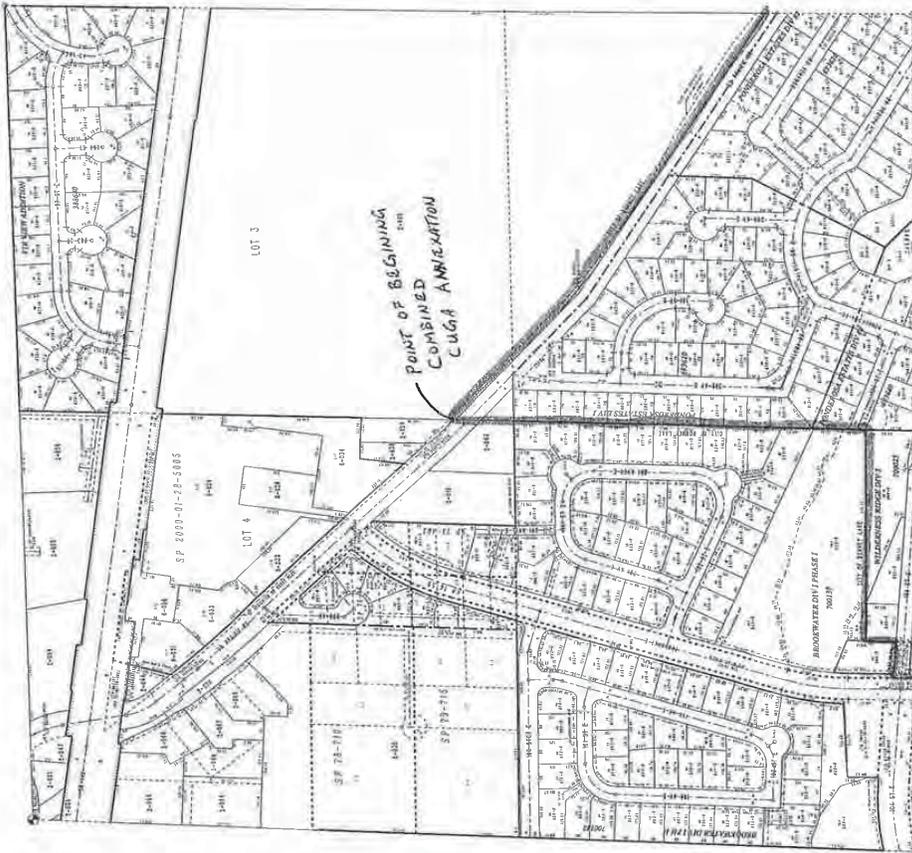
DATE OF SURVEY: 01/11/2005

Public Notice: Billing
of
Taxes, Notices, etc.

Surveyed by: [Name]

Pierce County
Assessor/Treasurer

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THE ASSessor/Treasurer



SECTION-ROSE



ACRES	SQ. FT.	SQ. YD.	SQ. M.
1	43,560	4,840	35,881
1/4	10,890	1,210	8,970
1/2	21,780	2,420	17,940
3/4	32,670	3,630	26,911



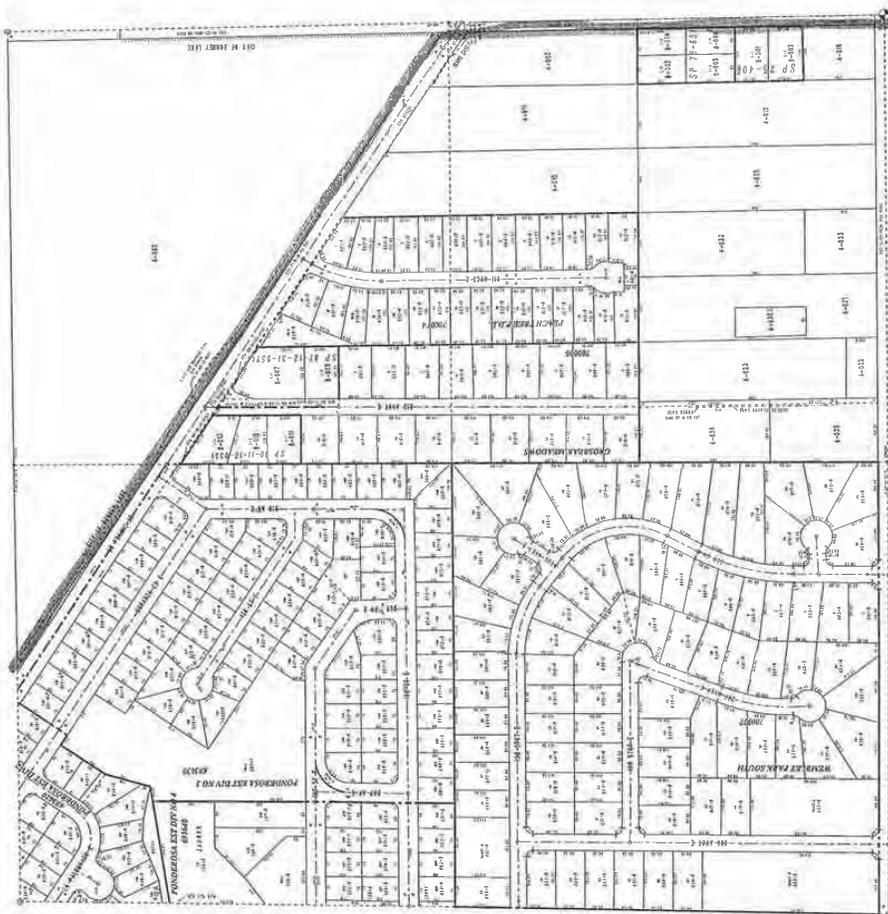
DATE OF RE-PLACEMENT 10/26/04
10-10-04

Public Services Building
2401 S. 24th Street, Room 102
Trenton, Washington 20902

Reference: 2004-2005 High/Low/Land Use Data, 2004/05

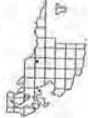


Pierce County
Assessor-Measurer
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OR INTERESTS IN REALTY UNLESS
THE OPPOSITE IS STATED



ME10-T19M-ROSE





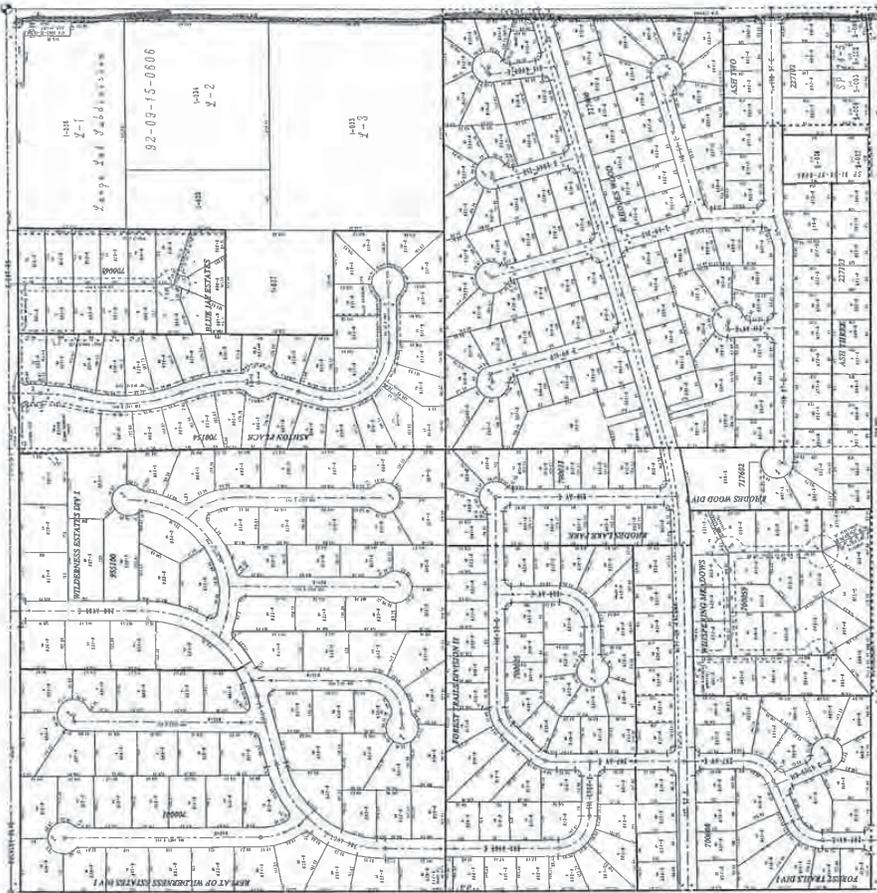
DIST OF AN HONORING RUTH

ABLE SCHULTE KELLER
215 E. 21st Street, Room 112
Trenton, Michigan 48101

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OR FOR ANY DAMAGE TO PERSONS OR
PROPERTY.



SE 10-T19N-ROSE



SECTION	TOWNSHIP	RANGE	QUARTER	ACRES
10	19	ROSE	1	160.00
10	19	ROSE	2	160.00
10	19	ROSE	3	160.00
10	19	ROSE	4	160.00



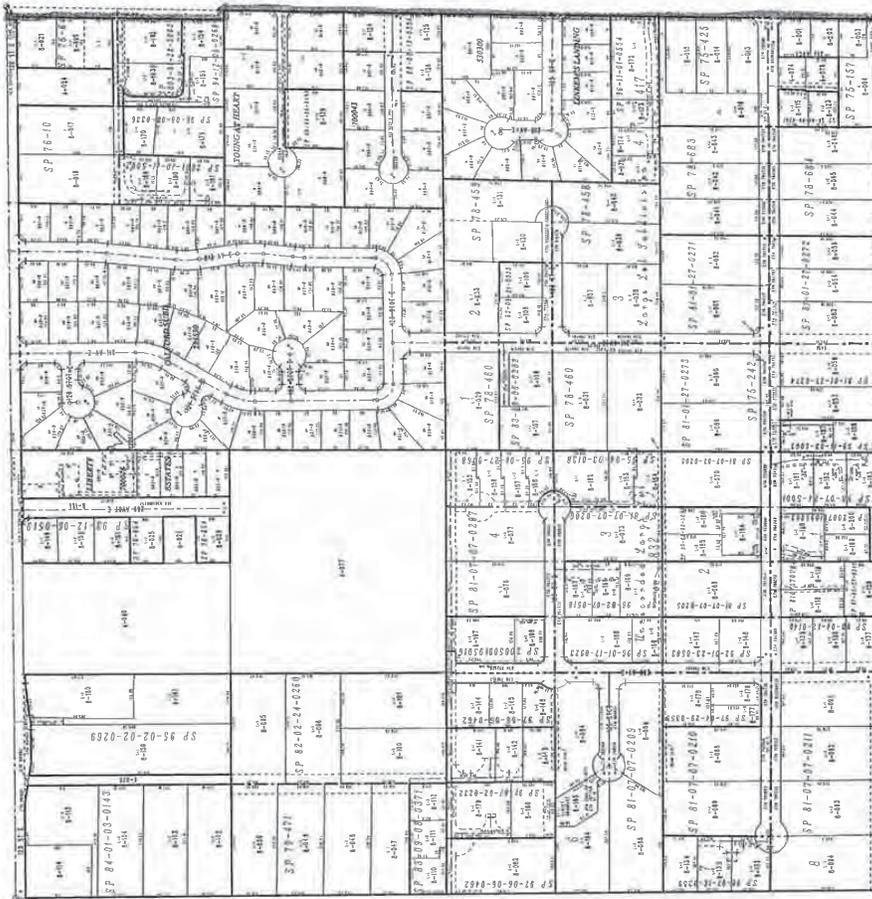
DATE OF MAP REVISION: 01/19/14

Public Services Building
200 E. 3rd Street, Room 102
Decorah, Iowa 52001

Map prepared from data provided by the Iowa Department of Transportation



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OR ANY OF ITS EMPLOYEES OR AGENTS
FOR THE ACCURACY OF THIS MAP



NE15-T19N-ROSE





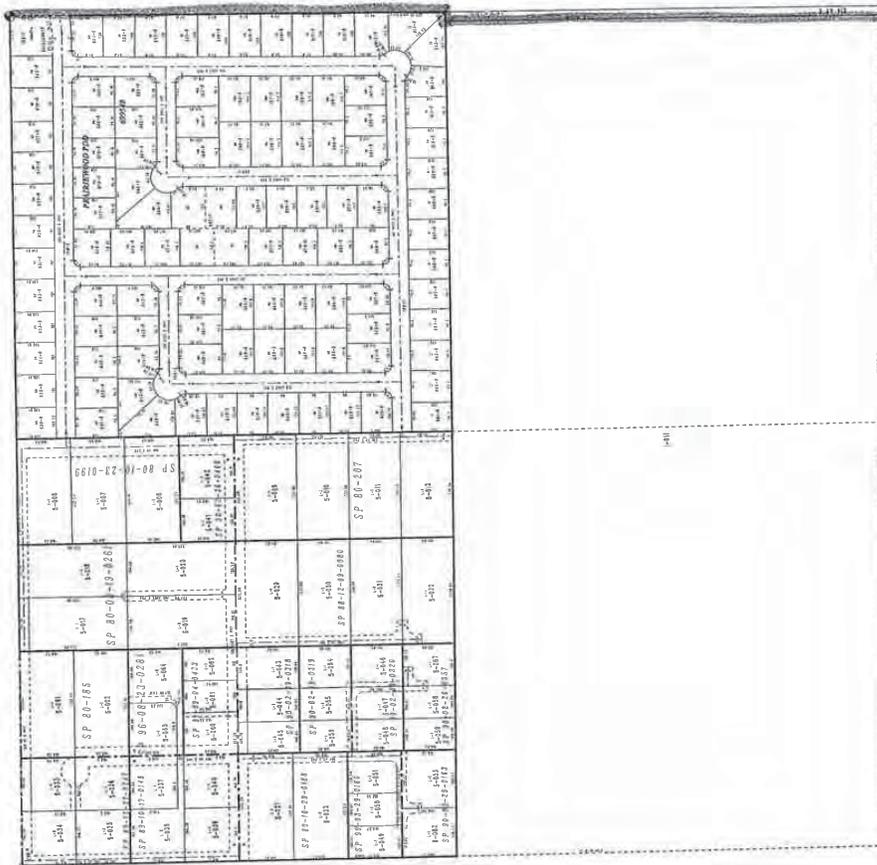
DATE OF MAP PRESENTATION 10/10/18
PROJECT NO.

PACS Section 60000
240 E. 200 Street, Box 142
Troxel, Washington 98149

Washington State Dept. of Ecology, 1000 Broadway, Seattle, WA 98107

Pierce County
Assessor/Recorder

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SE15-T19N-R05E



SECTION	TOWNSHIP	RANGE
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15	19N	05E



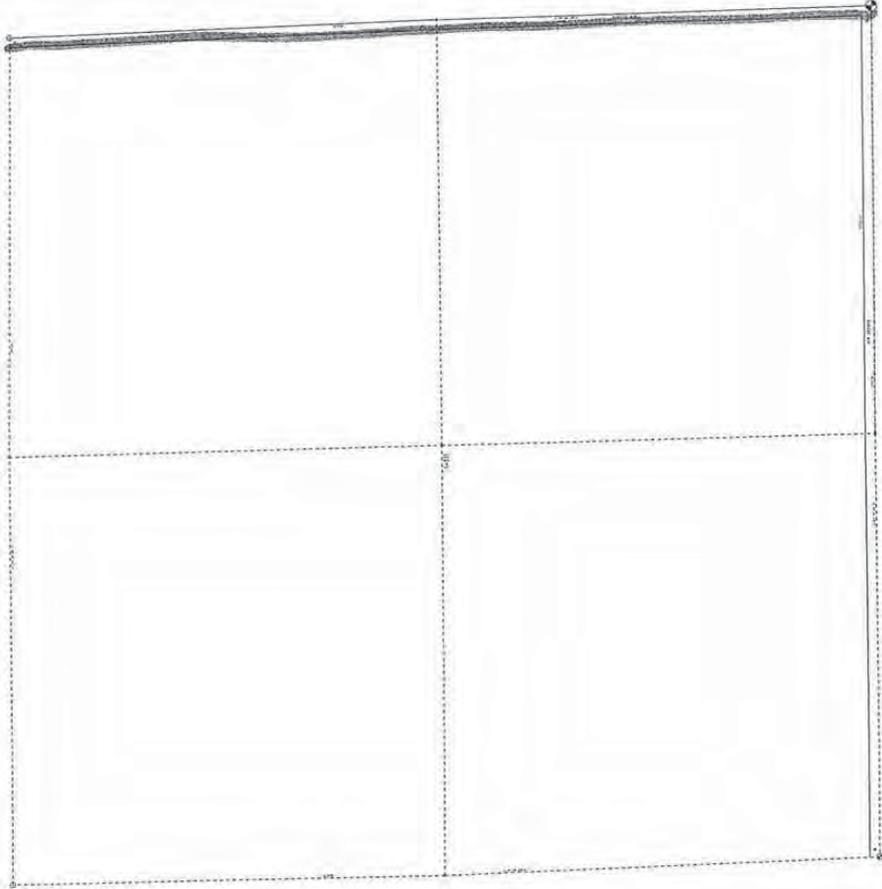
DATE OF LAST REVISION: 01/19/18

THIS SURVEY WAS MADE BY: [Name]

Map prepared by: [Name]

Pierce County Assessor-Treasurer

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NE22-T19N-ROSE



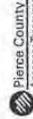
WOODS	WATER	ROADS	RAILROADS
POSSIBLE	EXISTING	EXISTING	EXISTING
IMPROVED	OPEN	OPEN	OPEN



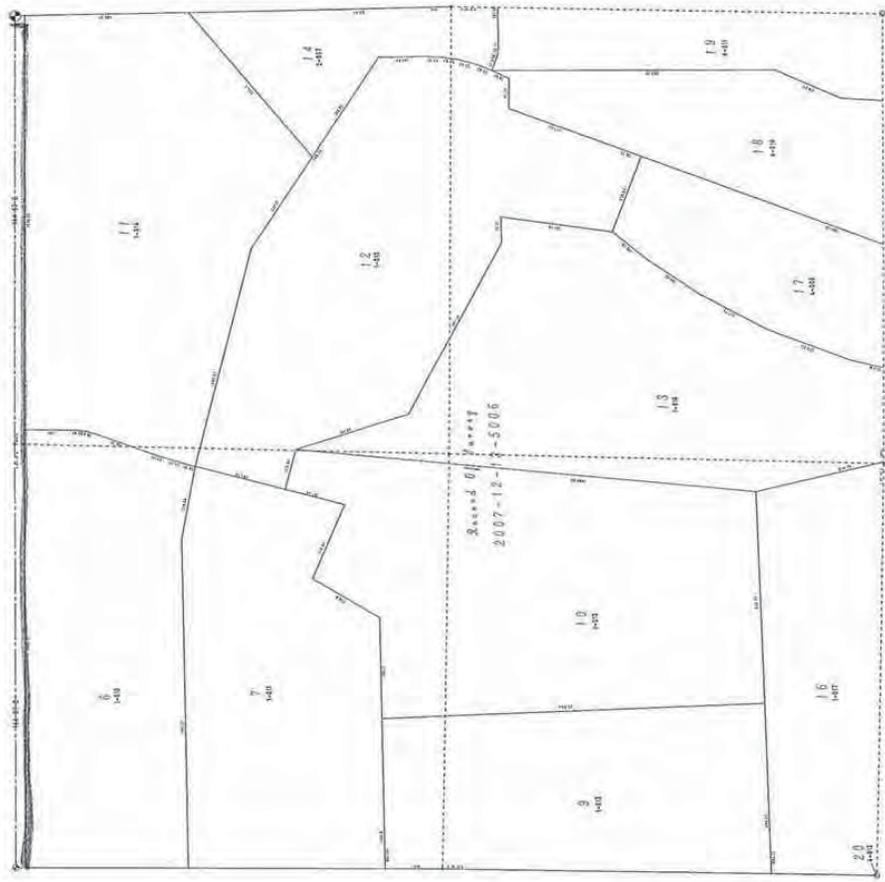
DATE OF MAP PRODUCTION 07/19/11

PIERCE SURVEY ENGINEERS
200 E. 235 Street, Room 102
Lansing, Michigan 48207

Information taken from the Survey Data Sheet, 07/19/11



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TACONOCORPORATION
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OR PERIMETER OF ANY
THE ACCURACY OF THIS



NW22-T19N-R05E



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100-0-0	100-0-0	100-0-0	100-0-0
100-0-0	100-0-0	100-0-0	100-0-0



DATE OF MAP PROJECTION: 10/1/04
00-10-102

State Services Building
2001 S. 33rd Street, Room 12
Iowa City, Washington 52242

Approved: [Signature]



Pierce County
Assessor/Treasurer
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UNLESS SPECIFICALLY NOTED OTHERWISE



VEZ1-T19N-ROSE



UNIMPROVED	IMPROVED	WATER	SEWER
ROADWAY	RAILROAD	POWER	TELEPHONE
CONCRETE	ASPHALT	GRAVEL	DIRT



DATE OF MAP PREPARATION: 08/11/11

Public Services Building
2401 S. 25th Street, Room 112
Tacoma, Washington 98408

Map prepared from data from Pierce County Assessor's Office



Pierce County
Assessor-Recorder
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GENERAL INFORMATION
FOR RECORDING PURPOSES



SE16-T19N-R05E



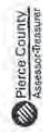
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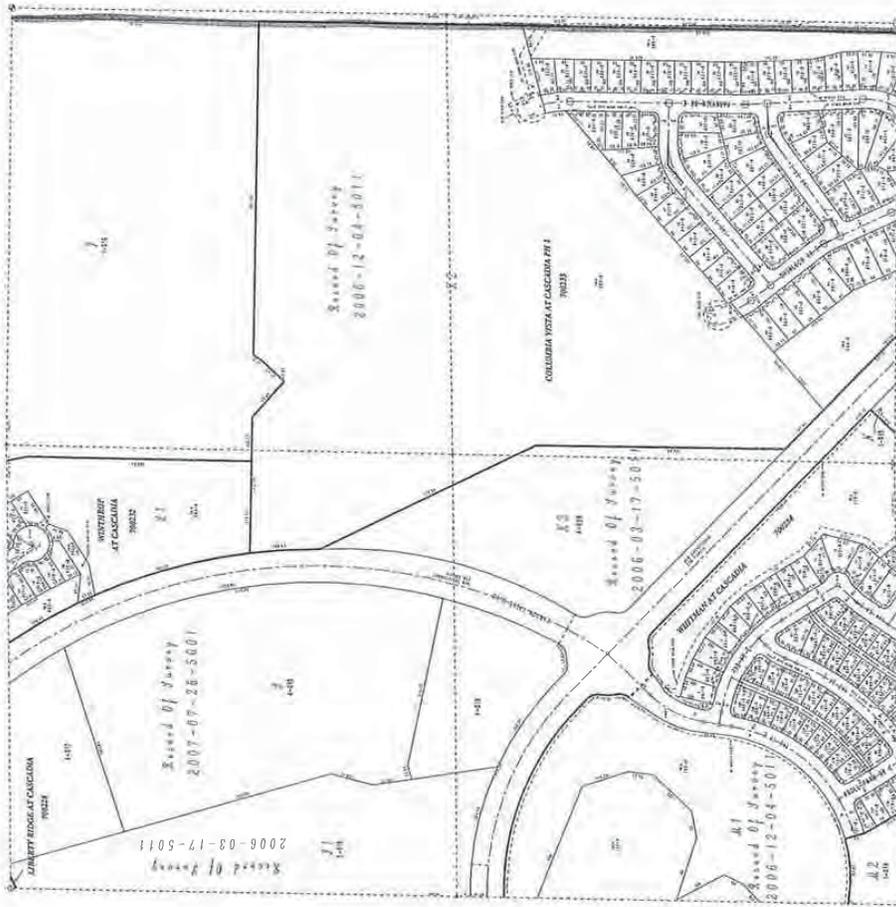
PIERCE COUNTY
ASSESSOR'S OFFICE

Public Service Building
1000 1st Avenue, N.E.
Tacoma, Washington 98408

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AND NOT BE USED AS EVIDENCE IN ANY COURT
OR FOR ANY OTHER PURPOSE.
IT IS THE PROPERTY OF PIERCE COUNTY
AND IS NOT TO BE REPRODUCED OR
TRANSMITTED IN ANY FORM OR BY ANY MEANS
ELECTRONIC OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION
SYSTEMS.



NE16-T19N-R06E





DATE OF MAP REVISION: 07/17/13

Public Service Building
2401 S. 23rd Street, Room 104
Tulsa, Oklahoma 74109

Information on this map may be used for other purposes without the permission of the Assessor-Inspector.



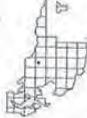
Pierce County
Assessor-Inspector
THIS IS NOT A SURVEY
It will not show lines on the cap
of a building or other structure
that are not shown on the cap
of the building or other structure.



SE09-T19N-R05E



UNDERSHOWN	UNDERSHOWN	UNDERSHOWN	UNDERSHOWN
UNDERSHOWN	UNDERSHOWN	UNDERSHOWN	UNDERSHOWN
UNDERSHOWN	UNDERSHOWN	UNDERSHOWN	UNDERSHOWN
UNDERSHOWN	UNDERSHOWN	UNDERSHOWN	UNDERSHOWN



DATE OF MAP PRODUCTION 10/19/20
15-19-04-1

Public Service Building
101 E. 20th Street, Room 102
Trenton, Washington 20601

Washington State Dept. of Ecology, 1000 South Main Street, Seattle, WA 98104



Pierce County
Assessor-Recorder
THIS IS NOT A SURVEY
IT IS THE DATA FROM THE LAY
OFF AND THE RECORDS OF THE
ASSASSINATED BY THE STATE



NE09-T19N-R05E



14-00	14-01	14-02	14-03	14-04
14-05	14-06	14-07	14-08	14-09
14-10	14-11	14-12	14-13	14-14
14-15	14-16	14-17	14-18	14-19



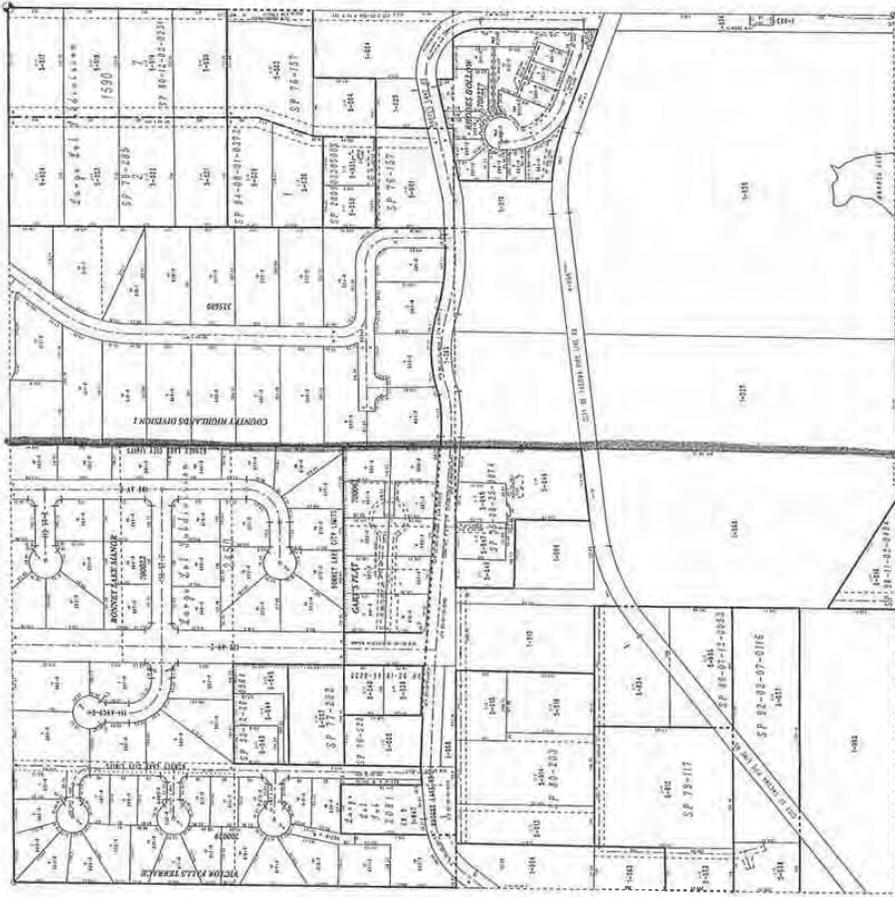
DATE OF SURVEY: 10/19/18
BY: [Signature]

Public Accession Building
200 S. 330 Street, Room 102
Tucson, Pinal County 85703

As shown on this map, the survey is subject to all existing laws, rules, regulations, and orders of the Board of Assessors.



Pinal County
Assessor's Office
THIS IS NOT A SURVEY
IT IS A PUBLIC ACCESSION BUILDING
AND IS SUBJECT TO ALL APPLICABLE
LAW, RULES, REGULATIONS, AND
ORDERS OF THE BOARD OF ASSESSORS.



SE04-T19N-R05E



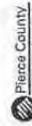
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PIERCE COUNTY
ASSessor-Recorder

PIERCE COUNTY
ASSessor-Recorder
200 E. 3rd Street, Room 402
Tacoma, Washington 98401

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THIS IS NOT A SURVEY
IT IS A PUBLIC RECORD
AND SHOULD BE USED FOR
RECORDING PURPOSES ONLY
IN ACCORDANCE WITH
RCW 36.05.010



RESOLUTION NO. 2051

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, STATING ITS INTENT TO PLAN FOR PUBLIC SAFETY AND OTHER STAFFING NEEDS IN ANTICIPATION OF THE ANNEXATION OF CERTAIN PORTIONS OF THE CUGA, AS CONTAINED IN RESOLUTION NO. 2050.

WHEREAS, the City Council commissioned an annexation study of the Comprehensive Urban Growth Area (CUGA) adjacent to the Southern border of the City; and

WHEREAS, the City Council has adopted Resolution No. 250 proposing to annex a portion of the CUGA; and

WHEREAS, in order to plan for adequate police protection and other services to the area, the Council desires to outline initial public safety related and other staffing levels that may be required to serve the area upon annexation;

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

Section 1. It is the intent of the City Council to make advance plans for police protection, code enforcement and other services to the annexed area. In order to estimate the number of positions that may be required to serve the area, staffing models, based on studies, may be developed to provide a data base from which preliminary budget planning for the annexation area can be developed. The Council hereby recognizes the staffing model attached hereto as Appendix "A" to serve as a basis to establish police patrol staffing for the City and any newly annexed areas. While it is recognized that the City Council sitting at the time the area is annexed will have authority to approve and/or modify the City budget in order to serve the newly annexed area, it is the intent of Council to plan for initial police staffing increases as listed below. Should post-annexation dispatched calls for service indicate a need for a modified police response, staffing will be adjusted as provided by the model based on actual post-annexation experience:

Planned New Public Safety Personnel Hired and in Place by Annexation Effective Date:

<u>Number</u>	<u>Position</u>
1	Code Enforcement Officer (may be housed in PD or CD Department)
1	Community Service Officer (CSO) or Records Clerk
3	Police Officers (any combination of patrol, traffic, or investigation as needed)
1	Police Commander (Lt., Capt., or Asst. Chief)

Section 2. It is the intent of the City Council to develop a complete annexation area staffing plan for all City services as part of the 2011-2012 Biennial Budget process, and to actually adopt such a plan prior to, or as part of, the adoption of the 2012 Mid-Biennial Budget Amendment, should the Annexation be approved as proposed.

PASSED BY THE CITY COUNCIL this _____ day of July, 2010.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

CUGA Police Patrol Staffing Model

ELEMENT	Hours	Standard/Notes
Community Generated Workloads		
2009 CUGA Calls for Service (CFS)	2,268	Pierce County Dispatch Records CUGA Subareas 1,2,3
Required Police Time to Handle CFS		
Primary Unit Handling Time	1,058	28 Min. Ave.(includes statement taking)
Backup Unit Time	397	50% Rate 75% of Time
Report Writing	278	Ave. 45 Min. @ 35% of CFS
Transport and Booking	30	90 minutes @5% of CFS
Total Hours Required for Calls For Service	1,763	Annual Patrol Hours Required
Proactive Self Initiated Officer Activity		
Hours Required @ 15% of Shift		
Hours Required @ 30% of Shift		
Hours Required @ 45% of Shift		
Hours Needed to Respond + 30% Time for Proactive Activity	2,230	467 Hours available for proactive policing
Patrol Officer Availability		
Gross Hours Scheduled	2,080	
Less Leave and Training Time	416	Standard 20% of Gross Hours Available
Less Hours for Court, Meals, Meetings, Misc.	104	Standard 5% of Gross Hours Available
Net Annual Hours in Service	1,558	
Min. Total Patrol Officers Required to Handle CUGA Calls	1,13	Patrol Staffing Only; Doesn't include investigations, traffic, etc.
Total Officers Required to Handle Calls + Proactive Patrol	1,43	

Average annual calls for service in bedroom communities such as the CUGA (little or no commercial area) are around .35 per capita; .55 per capita in a mixed community such as Bonney Lake with significant commercial area and major highway. According to the number of dispatched CFS, the CUGA had a .30 per capita CFS rate, which is in the normal range for its community type.

Source: Matrix Consulting Group Police Staffing Model

CUGA Annexation

Draft Staffing Plan - First Year

DEPARTMENT STAFFING	Staff	Salary	Benefits	Labor Cost	Supplies	Services	Equipment	Total O&M	Notes
Police									
Police Commander	1	84,000	30,240	114,240	7,997	11,424	8,000	141,661	
Police Officer/Investigator	3	58,800	21,168	239,904	16,793	23,990	36,000	316,688	Annualized equipment costs
Community Service Officer	1	48,000	17,280	65,280	4,570	6,528	600	76,978	
Records Clerk	0	39,600	14,256	0	0	0	0	0	
Public Works									
Eng Tech/Asst Engineer	1	64,200	23,112	87,312	6,112	8,731	2,000	104,155	Annualized equipment costs
Administrative Specialist	1	33,000	11,880	44,880	3,142	4,488	2,000	54,510	
Maintenance Worker I	5	36,000	12,960	244,800	17,136	24,480	10,000	296,416	Street & Stormwater
Community Development									
Planner	0	48,000	17,280	0	0	0	0	0	0 1 if permit activity rebounds
Asst GIS Tech	1	45,600	16,416	62,016	4,341	6,202	2,000	74,559	Convert temp to regular
Administrative Specialist	0	33,000	11,880	0	0	0	0	0	0 1 if permit activity rebounds
Building Inspector	0	48,000	17,280	0	0	0	0	0	0 1 when Plateau 465 develops
Asst. Eng. - Dev. Review	0	64,200	23,112	0	0	0	0	0	0 1 when Plateau 465 develops
Code Enforcement Officer	1	48,000	17,280	65,280	4,570	6,528	2,000	78,378	May be assigned to PD
Community Services									
Administrative Specialist	0.5	33,000	11,880	22,440	1,571	2,244	1,000	27,255	
Senior Center Aide	0.5	26,400	9,504	17,952	1,257	1,795	1,000	22,004	
Parks/Fac Maintenance Worker	0	36,000	12,960	0	0	0	0	0	0 1 if City assumes County Park
Court									
Court Clerk	1.5	34,000	12,240	69,360	4,855	6,936	3,000	84,151	
Judge	0.5	57,000	20,520	38,760	2,713	3,876		45,349	
Administration and Finance									
Administrative Specialist-HR	1	33,000	11,880	44,880	3,142	4,488	2,000	54,510	
Administrative Specialist-Admin	1	33,000	11,880	44,880	3,142	4,488	2,000	54,510	
Accounting Specialist	1	34,000	12,240	46,240	3,237	4,624	2,000	56,101	
Asst. City Attorney/Prosecutor	0.5	75,600	27,216	51,408	3,599	5,141	1,000	61,147	
Total	20.5			\$1,145,392	\$80,177	\$114,539	\$66,600	1,406,709	
General Fund Share				\$1,032,294	\$72,261	\$103,229	\$62,400	1,270,184	
Stormwater Fund Share				\$113,098	\$7,917	\$11,310	\$4,200	136,524	

Equipment Costs are annualized over life of equipment

REVENUE TABLE I

CUGA Annexation Study
Annual Revenue Estimates

Revenue Category	Revenue Estimate
General Fund Revenues	
Property Tax	\$581,384
Sales Tax (1)	\$214,000
B&O Tax	\$0
State Shared Revenues	\$195,443
Criminal Justice Sales Tax Distribution	\$136,538
Utility Taxes - Electric (2)	\$221,478
Utility Taxes - Gas	\$104,280
Utility Taxes - Refuse	\$85,974
Utility Taxes - Telephone	\$74,068
Utility Taxes - Water (3)	\$135,000
Utility Taxes - Sewer (4)	\$0
Franchise Fees- CATV	\$128,000
Licenses and Permits (5)	\$201,069
Fines and Forfeitures	\$285,874
Miscellaneous	\$64,300
Investment Interest	\$40,000
SubTotal Annual General Revenues	\$2,467,408
Fees Restricted to Stormwater Use	
Stormwater Fees	\$344,000
Fees Restricted to Capital Use	
Real Estate Excise Tax	\$410,000
Park Impact Fees (6)	\$50,558
Transportation Impact Fees (7)	\$68,731
Gas Tax	\$138,699
SubTotal Restricted Revenues	\$667,988

Total Revenues

- 1: Est. sales tax from taxable destination based sales in annexation area
- 2: Assume TPU agrees to utility tax imposed in service area
- 3: Utility tax on area in City water service area; Plus est. 5% franchise fee if Tacoma agrees to fee
- 4: No sewer utility tax until area has sewers installed
- 5: Normal infill development only, plus remodels. See appendix "X" for Plateau 465 estimate
- 6: Assumes 17 units per year at \$2974 PIF Rate; Excludes 465 & Cascadia
- 7: Assumes 17 units per year at \$4,043 TIF Rate

Subareas 1, 2, and 3 only. Cascadia excluded.

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> Exec / Don Morrison	<u>Workshop / Meeting Date:</u> 27 Jul 2010	<u>Agenda Bill Number:</u> AB10-113
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2051	<u>Councilmember Sponsor:</u>

Agenda Subject: Preliminary Statement of Intent for CUGA Staffing Plans

Proposed Motion: AB10-113 – Resolution 2051 - A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Stating Its Intent To Plan For Public Safety And Other Staffing Needs In Anticipation Of The Annexation Of Certain Portions Of The CUGA, As Contained In Resolution No. 2050.

Administrative Recommendation: Approve

Background Summary: The City Council commissioned an annexation study of the Comprehensive Urban Growth Area (CUGA) adjacent to the Southern boarder of the City; and is considering adopting Resolution No. 1250 proposing to annex a portion of the CUGA. In order to plan for adequate police protection and other services to the area, the Council desires to outline initial public safety related and other staffing levels that may be required to serve the area upon annexation.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
See attached			
Budget Explanation:			
See attached			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: -
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): July 6, 2010; July 20, 2010 Public Hearing Date(s):
Meeting Date(s): Tabled To Date:

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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RESOLUTION NO. 2051

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, STATING ITS INTENT TO PLAN FOR PUBLIC SAFETY AND OTHER STAFFING NEEDS IN ANTICIPATION OF THE ANNEXATION OF CERTAIN PORTIONS OF THE CUGA, AS CONTAINED IN RESOLUTION NO. 2050.

WHEREAS, the City Council commissioned an annexation study of the Comprehensive Urban Growth Area (CUGA) adjacent to the Southern boarder of the City; and

WHEREAS, the City Council has adopted Resolution No. 250 proposing to annex a portion of the CUGA; and

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<u>Number</u>	<u>Position</u>
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PASSED BY THE CITY COUNCIL this _____ day of July, 2010.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

CUGA Police Patrol Staffing Model

ELEMENT

Hours Standard/Notes

Community Generated Workloads
2009 CUGA Calls for Service (CFS)

2,268 Pierce County Dispatch Records CUGA Subareas 1,2,3

Required Police Time to Handle CFS

Primary Unit Handling Time 1,058 28 Min. Ave.(includes statement taking)

Backup Unit Time 397 50% Rate 75% of Time

Report Writing 278 Ave. 45 Min. @ 35% of CFS

Transport and Booking 30 90 minutes @5% of CFS

Total Hours Required for Calls For Service 1,763 Annual Patrol Hours Required

Proactive Self Initiated Officer Activity

Hours Required @ 15% of Shift

Hours Required @ 30% of Shift

Hours Required @ 45% of Shift

467 Hours available for proactive policing

Hours Needed to Respond + 30% Time for Proactive Activity

2,230

Patrol Officer Availability

Gross Hours Scheduled

2,080

Less Leave and Training Time

416 Standard 20% of Gross Hours Available

Less Hours for Court, Meals, Meetings, Misc.

104 Standard 5% of Gross Hours Available

1,558

Min. Total Patrol Officers Required to Handle CUGA Calls

1.13 Patrol Staffing Only; Doesn't include investigations, traffic, etc.

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**CUGA Annexation
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