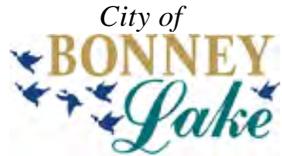


CITY COUNCIL MEETING

September 14, 2010

7:00 p.m.

AGENDA



"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

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:

- a. Proclamation: Beautify Bonney Lake Day - September 18, 2010
- b. Planning Commission Recommendation: AB10-149 - Ordinance D10-149 - Amending the Bonney Lake Municipal Code to Clarify Uses Allowed in the Downtown Core and Downtown Mixed Zones.
- c. Planning Commission Recommendation: AB10-152 - Ordinance D10-152 - An Ordinance Amending the Bonney Lake Municipal Code and Bonney Lake Downtown Design Standards to Exempt

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7-17

19-22

Accessory Buildings Associated with Existing Single Family Uses
from the Standards.

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:

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.

A. Approval of Corrected Minutes: August 17, 2010 Workshop; August 24, 2010 Adjourned Workshop; August 24, 2010 Regular Meeting; and August 31, 2010 Special Meeting Minutes.

B. Approval of Accounts Payable Checks/Vouchers: Accounts Payable Checks/Vouchers #59275 thru 59320 (including wire transfer #2010716) in the amount of \$680,520.81; Accounts Payable checks/vouchers #59321 for a utility refund in the amount of \$70.75; Accounts Payable checks/vouchers #59322 thru 59372 (including wire transfer #'s 7022010, 7082010, 8032010, 8042010, 8172010 and 20100816) in the amount of \$151,995.15; Accounts Payable checks/vouchers #59373 thru 59382 (including wire transfer # 6263428) in the amount of \$49,684.70; Accounts Payable checks/vouchers #59383 thru 59384 in the amount of \$10,259.99; Accounts Payable checks/vouchers #59385 thru 59435 (voiding check #59396 and including wire transfer #'s 71152010, 8152010, 8182010 and 9012010) in the amount of \$1,000,518.53; Accounts Payable checks/vouchers #59436 in the amount of \$1,058.70; Accounts

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Payable checks/vouchers #59437 (replacing check #59396) in the amount of \$373.95; Accounts Payable checks/vouchers #59436, and #59438 thru #59495 in the amount of \$284,130.71.

C. **Approval of Payroll:** August 16-31 2010 for checks **29257-29302** including Direct Deposits and Electronic Transfers in the amount of **\$ 591,497.00**

39-45

D. **AB10-106 - Resolution 2048** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Powercom To Install Network And Cable TV Cabling In The Interim Justice Center For \$10,700.74 Plus Tax.

V. FINANCE COMMITTEE ISSUES:

47-52

A. **AB10-146 - Resolution 2069** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Interlocal Agreement With The Town of Wilkeson For Planning Services.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

VII. PUBLIC SAFETY COMMITTEE ISSUES:

VIII. FULL COUNCIL ISSUES:

53-92

A. **AB10-125 – Resolution 2058** – A Resolution Of The City Council Of The City of Bonney Lake, Pierce County, Washington, Authorizing A Contract With RH-2 For The Design Of The Eastown Sewer Service Area Study, Eastown Sewer Lift Station Design And Lift Station 18 Improvements.

93-109

B. **AB10-142 - Resolution 2067** - A Resolution Of The City Council Of The City of Bonney Lake, Pierce County, Washington Authorizing The Mayor To Sign The Eastown Sewer Lift Station 26 Site Utility Easement And Access Agreement With Charlotte Kontos.

IX. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(b), the City Council may hold an executive session to consider the acquisition of real estate by lease or purchase where public knowledge regarding such consideration would cause a likelihood of increased price. The anticipated length will be announced prior to the session.

X. ADJOURNMENT

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

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



Proclamation

WHEREAS, since 2004, the annual event known as Beautify Bonney Lake has produced thousands of volunteer hours for the improvement of the community, with community volunteers and businesses generously contributing time, materials and money toward needed improvement projects; and

WHEREAS, Beautify Bonney Lake strives to inspire increasingly greater numbers of citizens and businesses to donate 3 hours a year to enhance the beauty of the City, by providing a vehicle to easily capture the goodwill of the citizens via their willingness to create permanent and positive improvements to the City; and

WHEREAS, the City of Bonney Lake wishes to recognize the efforts of Beautify Bonney Lake, a registered charitable 501(C)3 organization, to engage the community in positive and charitable activities to enhance the livability of the City.

NOW, THEREFORE, I, Neil Johnson, Jr., Mayor of the City of Bonney Lake, Washington, do hereby proclaim:

Saturday, September 18, 2010

as

Beautify Bonney Lake Day,

And urge all citizens, property owners and businesses to participate in Beautify Bonney Lake; and support this great community effort by donating time, talents, materials and monetary contributions to the local improvement projects associated with this wonderful event.

Mayor Neil Johnson

Date

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

<u>Department / Staff Contact:</u> CD / Heather Stinson	<u>Workshop / Meeting Date:</u> 14 Sep 2010	<u>Agenda Bill Number:</u> AB10-149
<u>Ordinance Number:</u> D10-149	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Planning Commission recommendation of updates to Downtown Zoning

Proposed Motion: AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING BONNEY LAKE MUNICIPAL CODE CHAPTER 18.04, 18.36 AND 18.37 TO CLARIFY USES ALLOWED IN THE DOWNTOWN CORE AND DOWNTOWN MIXED ZONES.

Administrative Recommendation:

Background Summary: See attached Planning Commission memo

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

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: -
 Commission/Board Review Date: Planning Commission -16 Jun 2010
 Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): Public Hearing Date(s): 2 Jun 2010
 Meeting Date(s): Tabled To Date:

Signatures:

Director Authorization John P. Vodopich, AICP	Mayor	Date City Attorney Reviewed
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Memo

Date : June 16, 2010
To : Mayor and City Council
From : Grant Sulham, Planning Commission Chair
CC :
Re : **Changes to Downtown Core and Downtown Mixed Zoning**

BACKGROUND

In 2009 City Council approved an addition to the Planning Commission Workplan that would update Downtown Core (DC) and Downtown Mixed (DM) Zoning. Initiation of these changes came from staff who expressed a concern about administering the current provisions of these codes.

The two questions posed to the Planning Commission in regards to these zoning designations were the following:

1. Certain buildings that exist in the Downtown triangle and on the east side of Main Street were built as office buildings as opposed to retail and are more easily marketed as such. Downtown Core zoning requires a Conditional Use Permit to allow office uses on the ground floor. Should there be some interim provisions either in the zoning or the non-conforming regulations that allow these buildings to be used as offices without a conditional use permit?
2. The allowed use provisions of the Downtown Core and Downtown Mixed zones are vague. Administratively it's often difficult for staff to know if a use is an allowed, conditional, or non-permitted use.

In regards to the first question, the Planning Commission considered various scenarios, including making office uses an outright allowed use in Downtown Core zoning on the first floor, allowing existing one-story office buildings to have offices without a Conditional Use Permit for a certain period of time, and changing the criteria of Conditional Uses.

The Commissioners took into consideration that large scale remodels of buildings in DC zoning require Design Elements that make the building look like retail on the first floor even if there is an office use. The Commissioners also considered the fact that the non-conforming provisions of BLMC

18.54.050 allow office uses to continue on the first floor if an office use has existed in the space within the last year.

In the end, the Planning Commission voted to maintain the Conditional Use status of offices on the first floor in Downtown Core zoning. The primary reason for this is that the Commissioners thought it still allowed existing office buildings an office use on the first floor but served to encourage retail on the first floor which better fits with the vision of Downtown.

In regards to the second question, the Commissioners voted to adopt a list of allowed uses rather than maintaining the vague language that currently exists or adopt equally vague language in regards to what is an allowed use in Downtown Core and Downtown Mixed zones.

The Commissioners recognize that no list of allowed uses can be complete since all possible uses cannot be anticipated, and in that sense, a list of allowed uses isn't ideal. However, it is easier to administer than basing allowed uses based on language such as "uses that generate high levels of foot traffic" as BLMC states now. Staff find themselves unable to determine whether specific uses fit into this category since almost any business could have foot traffic but most people drive to the business. Is a beauty parlor something that generates high levels of foot traffic if most people drive to get there? What is considered a "high" level of foot traffic as opposed to a "medium" level of foot traffic? Listing the specific uses relieves staff of having to make those judgment calls when a business calls to ask if they can locate in Downtown Core zoning.

Listing the specific uses also provides more of an opportunity to create a Downtown that we would like to see. Each of the uses in our recommend list was voted on. We considered having arcades in the downtown but decided that it didn't fit with the character that we were trying to create there. Having that use specifically left out gives us that opportunity.

In addition to these reasons, we considered the fact that many jurisdictions have tried alternatives to allowed use lists in their zoning codes but have reverted back. The City of Tacoma, for instance, went through a lengthy process in the 90's to adopt performance based zoning that centered on Floor Area Ratios. Everyone involved, staff and developers alike, found this system unworkable. Tacoma now has allowed use lists.

We recognize that an overall zoning use matrix that lists all possible zoning designations would be more efficient than having separate lists in each zone, and we recommend that Council consider doing that. However, we find that an allowed use list is more easily administered than performance based language such as "high levels of foot traffic."

In order to accommodate those potential uses not listed in the code, there is a provision in the attached recommended ordinance that allows the Community Development Director the opportunity to determine if a use is sufficiently similar to those listed to be allowed.

Recommendation:

The Planning Commission recommends that the City Council adopt the attached draft ordinance which adopts allowed use lists for Downtown Mixed and Downtown Core zoning and maintains the requirement for Conditional Uses for offices on the first floor in Downtown Core.

In addition, the Planning Commission recommends that City Council consider changing Title 18 to consolidate all uses into a use matrix that refers to each Section of the Title rather than listing all the uses in each individual section.

ORDINANCE NO. D10-149

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING BONNEY LAKE MUNICIPAL CODE CHAPTER 18.04, 18.36 AND 18.37 TO CLARIFY USES ALLOWED IN THE DOWNTOWN CORE AND DOWNTOWN MIXED ZONES.

WHEREAS, it is necessary to enact a Code provision clarifying the allowed uses in Downtown Core (DC) and Downtown Mixed (DM) zoning; and

WHEREAS, the Planning Commission conducted a public hearing on June 2, 2010 and issued a recommendation for passage of this Ordinance on June 16, 2010; and

WHEREAS, Washington State Department of Commerce has completed their required review and had no comments.

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

Section 1. Section 18.36 of the Bonney Lake Municipal Code is hereby amended to read as follows:

18.36.010 General intent.

The intent of this zone is to implement the retail core portion of the downtown plan which forms a part of the community character element of the comprehensive plan. Uses within this area should enhance the pedestrian scale of the downtown core and allow for a compact walking environment in which all shopping opportunities are easily accessible. It is intended that all uses in this area maintain ground floor visibility to serve patrons on an unannounced or drop-in basis, and conduct a majority of their business face-to-face on the premises with their customers. (Ord. 1250 § 6, 2007; Ord. 1155 § 1, 2005).

18.36.020 Permitted uses.

A. Ground Floor.

~~1. Commercial and cultural activities that generate high levels of foot traffic per square foot of building space, including retail sales, personal services such as shoe repair and beauty shops, eating and drinking establishments, entertainment establishments, banks, and hotels. This does not include medical and professional offices, fitness centers, and auto service uses.~~

1. Antique shops;
2. Automatic Teller Machines (ATM's) with no drive-thru;
3. Bakeries, retail;
4. Banks with no drive-thru;
5. Barber and beauty shops;
6. Bars;
7. Beer and Wine specialty shops;
8. Bookstores;
9. Brewpubs and microbreweries;

- 10. Coffee shops, cafes;
- 11. Dry Cleaners;
- 12. Food markets, delicatessen and meat markets (may sell beer and wine);
- 13. Galleries;
- 14. Hardware stores;
- 15. Horticultural nursery and garden supply, indoor or outdoor;
- 16. Hotels, motels;
- 17. Libraries;
- 18. Massage therapy / spas;
- 19. Mini daycare center;
- 20. Nail salons;
- 21. Pet shop, grooming and supplies;
- 22. Pharmacies;
- 23. Photographic studios, processing and / or supply;
- 24. Printing, copying and mailing services;
- 25. Retail shops;
- 26. Restaurants with no drive-thru;
- 27. Shoe repair;
- 28. Tailor shops;
- 29. Tanning salons;
- 30. Theaters.

B. Upper Floors.

- 1. Uses permitted on the ground floor.
- ~~2. Commercial and cultural activities that generate moderate levels of foot traffic per square foot of building space, including medical and professional offices and fitness centers.~~
- 2. Dancing, music, art, and vocational schools;
- 3. Family day care homes;
- 4. Home occupations, provided the provisions of BLMC 18.22.010 are met;
- 5. Medical-Dental Clinics;
- 6. Medical Offices;
- 7. Professional Offices;
- 8. Religious institutions;
- 9. Schools, colleges and universities or extension classrooms;
- 10. Veterinary clinics with no outdoor kennel space or dog runs;
- ~~11.~~ Dwelling units at any density. (Ord. 1250 § 6, 2007; Ord. 1155 § 1, 2005).

C. The Community Development Director or designee shall determine whether existing uses and any proposed new use is a similar use to those listed above for purposes of this chapter.

18.36.030 Conditional uses.

~~A. Ground Floor. Commercial and cultural activities that generate moderate levels of foot traffic per square foot of building space, including medical and professional offices and fitness centers. The size, configuration, location, and design of the use shall be~~

consistent with the goals, policies, and vision of the downtown plan. (Ord. 1250 § 6, 2007; Ord. 1155 § 1, 2005).

1. Uses proposed for the ground floor that are permitted on the upper floors;
2. Bowling Alleys
3. Parking garages as provided in Chapter 18.36.050(C).

18.36.040 Setback and bulk regulations.

A. Structures shall be set back at least 20 feet from any single-family residential zone. Exception: Buildings taller than 35 feet shall increase the setback by one foot from any single-family residential zone for every one foot of building height increase over 35 feet, up to a maximum setback of 60 feet. For example, a proposed building of 50 feet in the DC zone shall be set back at least 35 feet from any single-family zone (20 feet plus 15 extra feet for the height increase over 35 feet).

B. The maximum height of buildings shall be 50 feet. Exceptions: Taller buildings, up to a maximum of seven stories in height, may be permitted provided the following criteria are met:

1. Project has approval from the fire marshal.
2. More than 80 percent of the required parking is provided within the structure.

For seven-story structures, at least one floor of parking must be partially below grade.

3. Buildings must comply with the design standards plus include one of the following features that effectively reduce the scale of the building and add visual interest:

- a. Step back the facade of one or more of the upper floors by at least 10 feet.
- b. Other building modulation technique or use of a curved facade that meets the intent of the standard per the director.

C. All buildings must maintain a minimum 13-foot floor-to-ceiling height on the ground floor. (Ord. 1250 § 6, 2007; Ord. 1155 § 1, 2005).

18.36.050 Off-street parking and loading requirements.

A. Where so indicated in the downtown plan which forms a part of the comprehensive plan, parking shall be to rear of buildings, centralized and shared among businesses where feasible.

B. For off-street parking and loading requirements, see BLMC [18.22.100](#) (Off-street parking and loading requirements) and Chapter [18.31](#) BLMC, Commercial Development Standards. (Ord. 1250 § 6, 2007; Ord. 1155 § 1, 2005).

C. Parking Garages. Parking garages and structures shall comply with the following requirements:

- (1) Driveway openings shall be limited to two per structure and the number of access lanes in each opening shall be limited to two.
- (2) Ground level parked vehicles shall be screened from view from the adjacent rights-of-way or properties by landscaping.
- (3) A safe pedestrian linkage system, such as a marked crosswalk and/or sidewalk, shall be installed between the parking structure and the principal or adjacent uses.
- (4) The upper surface of underground parking structures shall not exceed a height of three and one-half feet above the average grade of the abutting

- public sidewalk and no parking shall be permitted on top of that portion of an underground parking structure which is above the established grade.
- (5) Above ground parking structures shall not front on Main Street, Sumner Buckley Hwy or SR 410 unless they are visually compatible with the principal use structure and the character of development within the Downtown Plan.
 - (6) Parking areas or garages shall be designed to provide for off-street vehicle circulation to adjoining property and parking areas where physically feasible, except that driveways and parking aisles should not cross pedestrian linkages in the downtown core.

Section 2. Section 18.37.010 of the Bonney Lake municipal code shall hereby be amended to read as follows:

18.37.020 Permitted uses.

A. The following uses shall be allowed outright in all cases:

1. Medical offices, professional offices, corporate offices, Internet service providers.
2. Dance studios, fitness centers, musical instruction, vocational schools.
3. Art galleries, photography studios, museums.
4. ~~Churches, temples, social service organizations.~~
4. Apartments, condominiums, and townhouses at any density.
6. ~~Uses similar to the above.~~
5. Family day care homes;
6. Home occupations, provided the provisions of BLMC 18.22.010 are met;
7. Medical-Dental Clinics;
8. Religious institutions;
9. Schools, colleges and universities or extension classrooms;
10. Social service organizations;
11. Veterinary clinics with no outdoor kennel space;

B. The following shall be allowed only if they occupy 50 percent or less of the development site's gross building floor area: Any use other than those cited in subsection A of this section, which is permitted in the downtown core district on the ground floor, ~~irrespective of which floor the use is on.~~ (Ord. 1250 § 7, 2007; Ord. 1155 § 2, 2005).

Section 3. BLMC 18.04 shall be modified as follows:

18.04.020 "B".

"Bar" means a portion of a full food menu restaurant premises wherein alcoholic beverages are sold at retail for consumption on the premises and minors are excluded therefrom by law.

"Beer and wine specialty shop" is a shop that sells beer, strong beer and / or wine for off-premises consumption in bottles, cans, or original containers. May offer samples for purposes of sales promotion.

Specifying Allowed Uses, updated: 9/7/2010

4

“Boarding home” is any home or other institution, however named, which is advertised, announced or maintained for the express or implied purpose of providing board and domiciliary care to three or more aged persons not related by blood or marriage to the operator. It shall not include adult family homes or independent senior housing.

“Brewpub” means a restaurant-brewery that has a full food menu and sells at least 50 percent of its beer on the premises. The beer is brewed for sale and consumption in the adjacent restaurant and/or bar. The beer is often dispensed directly from the brewery’s storage tanks.

“Building” means a structure with a foundation, supports or walls and a roof.

“Building, height” of a structure with a flat roof shall be measured from the grade plane to the highest roof surface. The building height for a sloped roof shall be defined as the average height of the highest roof between the roof eave and the roof ridge to the grade plane, regardless of the shape of the roof. For lots within 200 feet of the shoreline, “building height” shall be determined by using WAC 173-27-030(9).

“Bulk regulation” refers to the relationship of the area of a lot, the setback regulations and the portion of a lot which may be covered by building.

18.04.130 “M”.

“Manufactured home” means a structure constructed after June 15, 1976, in accordance with state and federal requirements for manufactured homes, which:

- A. Is comprised of at least two fully enclosed parallel sections each of not less than 12 feet wide by 36 feet long;
- B. Was originally constructed and now has a composition of wood shake or shingle, coated metal, or similar roof of not less than 3:12 pitch;
- C. Has exterior siding similar in appearance to siding materials commonly used on conventional site-built Uniform Building Code single-family residences;
- D. Is built on a permanent chassis and designed solely for the purpose of human habitation.

“Massage therapy/spa” means a scientific or skillful manipulation of soft tissue for therapeutic or remedial purposes, specifically for improving muscle tone and circulation and promoting health and physical well-being. The term includes, but is not limited to, manual and mechanical procedures for the purpose of treating soft tissue only, the use of supplementary aids such as rubbing alcohol, liniments, oils, antiseptics, powders, herbal preparations, creams or lotions, procedures such as oil rubs, salt glows and hot or cold packs or other similar procedures or preparations commonly used in this practice. This term specifically excludes manipulation of the spine or articulations and excludes sexual contact.

“Medical-dental clinic” means an establishment for the treatment of outpatients, and providing no overnight care for patients.

“Microbrewery” means a facility that produces beer and sells it to the public by one or more of the following methods: through the traditional three-tier system (brewer to whole-saler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and in some cases, directly to the consumer through carryouts or on-site taproom sales. Microbreweries shall have a production capacity not to exceed 15,000 U.S. barrels per year and shall have a full food menu.

“Mini-day care center” means a person or agency providing care during part of the 24-hour day to 12 or fewer children in a facility other than the family abode of the person or persons under whose direct care the children are placed, or for the care of seven through 12 children in the family abode of such person or persons.

“Mobile home” means a single-family prefabricated residential unit manufactured according to the standards of the statutes of the state and federal government, capable of being moved upon the public roads and highways, so designed and equipped as to be served by a sanitary sewer or septic tank system, supported by leveling jacks or blocks.

“Mobile home park” is a tract of land used or designated for the use of two or more mobile homes.

“Modification” means the changing of any portion of a facility such as a personal wireless service facility from its description in a previously approved permit. Examples include, but are not limited to, changes in design.

“Modular home” means any structure other than a mobile or manufactured home designed primarily for human occupancy, which is either entirely or substantially prefabricated or assembled at a place other than a building site and which has been approved pursuant to RCW 43.22.455 and bears the insignia of the Washington State Department of Labor and Industries.

“Mount” means the structure or surface upon which personal wireless service facilities are mounted. There are three types of mounts:

A. Building Mounted. A personal wireless service facility mount fixed to the roof or side of a building.

B. Ground Mounted. A personal wireless service facility mount fixed to the ground, such as a tower.

C. Structure Mounted. A personal wireless service facility fixed to a structure other than a building, such as light standards, electrical transmission towers, utility poles, and bridges.

18.04.180 “R”.

“Residence” is a building containing dwelling units or rooming units, including single-family mobile homes or two-family houses, multiple dwellings, boarding or roominghouses.

“Residential care facility” means a facility that cares for at least five, but not more than 15, functionally disabled persons.

“Retail shop” means uses principally engaged in retail sale or rental of consumer or household goods, including ancillary repair services. These retail uses are characterized by face-to-face transactions conducted by both the buyer and seller on the business premises. Retail businesses that conduct a majority of their sales (over 50%) via the internet or other means of telecommunications are not considered “retail” for the purposes of this section.

“Retirement homes/homes for the aged” includes any home which is maintained for the purpose of providing board and domiciliary care to three or more persons not related by blood or marriage to the operator.

Section 4. If any portion of this Ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

Section 5. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this _____ day of _____, 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> CD / Heather Stinson	<u>Workshop / Meeting Date:</u> 14 Sep 2010	<u>Agenda Bill Number:</u> AB10-152
<u>Ordinance Number:</u> D10-152	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Planning Commission recommendation of an amendment to the Downtown Design Standards

Proposed Motion: AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING THE BONNEY LAKE DOWNTOWN DESIGN STANDARDS AS REFERENCED IN BLMC 18.35 TO EXEMPT ACCESSORY BUILDINGS ASSOCIATED WITH EXISTING SINGLE FAMILY USES FROM THE STANDARDS

Administrative Recommendation:

Background Summary: See attached Planning Commission memo

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

<u>COMMITTEE/BOARD REVIEW:</u>
Subcommittee Review Date: -
Commission/Board Review Date: Planning Commission -16 Jun 2010
Hearing Examiner Date:

<u>COUNCIL ACTION:</u>	
Workshop Date(s):	Public Hearing Date(s): 2 Jun 2010
Meeting Date(s):	Tabled To Date:

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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ORDINANCE NO. D10-152

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING THE BONNEY LAKE DOWNTOWN DESIGN STANDARDS AS REFERENCED IN BLMC 18.35 TO EXEMPT ACCESSORY BUILDINGS ASSOCIATED WITH EXISTING SINGLE FAMILY USES FROM THE STANDARDS

WHEREAS, it is necessary to enact a Code provision clarifying the applicability of the Downtown Design Standards on accessory buildings in single family zones; and

WHEREAS, the Planning Commission conducted a public hearing on June 2, 2010 and issued a recommendation for passage of this Ordinance on June 16, 2010; and

WHEREAS, Washington State Department of Commerce has completed their required review and had no comments.

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

Section 1. Section A of the Bonney Lake Municipal Downtown Design Standards is hereby amended to read as follows:

A. Introduction

Authorization and Purpose

Design standards are a critical tool to help guide private development in a way that can help realize the community's goals and objectives. Ultimately, the design standards are intended to:

- Provide clear objectives for those embarking on the planning and design of projects in Downtown Bonney Lake.
- Increase awareness of design considerations among the citizens of Bonney Lake.
- To maintain and enhance property values within Downtown Bonney Lake.

What Properties do the Standards Apply to?

The standards apply to properties within the area identified in Figure 1. Unless otherwise noted, the standards apply to new development except accessory buildings for existing single family uses (also see the "When do I need to Comply" section on page 4) on all of these properties. Some standards will apply only to "non-residential" development, while others may only apply to certain streets. In such cases, the applicable location or use is stated clearly in **bold** at the beginning of the standard.

Section 2. If any portion of this Ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

Section 3. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this _____ day of _____, 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:



Memo

Date : June 16, 2010
To : Mayor and City Council
From : Grant Sulham, Planning Commission Chair
CC :
Re : **Changes to Downtown Design Standards**

Background:

In 2009, the Bonney Lake Police Dept. wanted to build a storage building for its boat. Preliminary review of the design of this proposed storage building ended in a determination that it would not meet Downtown Design Standards.

Staff initiated a possible change to the standards that would allow exceptions to the standards for accessory buildings. Because of the Commission's desire to be consistent with the Downtown Plan, we did not think that exempting all accessory buildings, especially those associated with commercial or public uses, from the design standards. Instead, we decided to recommend exemption of only those accessory buildings associated with existing single family residences since these uses are on the periphery of the Downtown.

Recommendation:

The Planning Commission recommends that the City Council adopt the attached draft ordinance.

CITY COUNCIL WORKSHOP

**August 17, 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]

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 James Rackley. Mayor Neil Johnson, Jr. was absent.

[Staff members in attendance were Community Development Director John Vodopich, Public Works Director Dan Grigsby, Chief Financial Officer Al Juarez, Police Chief Mike Mitchell, Community Services Director Gary Leaf, City Attorney Jim Dionne, Administrative Services Director/City Clerk Harwood Edvalson, Information Services Coordinator Chuck McEwen, and Records & Information Specialist Susan Duis.]

III. Agenda Items:

Deputy Mayor Swatman noted that Mayor Johnson and City Administrator Don Morrison were not in attendance. He suggested the Council wait to hold discussion on the agenda items until they could be present. Councilmember Lewis suggested the Council handle review of the minutes so they could be forwarded to the August 24, 2010 Meeting. Councilmember Rackley suggested the Workshop be tabled to 6:30 p.m. on Tuesday, August 24th, prior to the Council Meeting on that night.

Councilmember Rackley moved to adjourn the Workshop after review of Council Minutes to 6:30 p.m. on August 24, 2010. Councilmember Decker seconded the motion.

Motion approved 7 – 0.

A. Council Open Discussion: None.

B. Review of Council Minutes: July 20, 2010 Workshop, July 27, 2010 Meeting, and August 10, 2010 Meeting.

Councilmember Lewis noted a typographical error on the July 20th minutes, page 2. The amended minutes were forwarded to the August 24, 2010 Meeting for action.

C. Discussion: AB10-125 - Resolution 2058 - Authorize Mayor to award the Professional Services Contract to RH2 that Prepares the Eastown Sewer Lift Station Construction Contract Documents.

Continued to August 24, 2010 at 6:30 p.m.

5:33:56

D. **Discussion:** (Tabled from July 27th Council Meeting) **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.
Continued to August 24, 2010 at 6:30 p.m.

E. **Discussion:** **AB10-137** - Finish Appearance of Downtown SR410 Retaining Wall.
Continued to August 24, 2010 at 6:30 p.m.

IV. **Executive Session:** None.

7:35:16

V. **Adjournment:**

At 5:35 p.m. Councilmember Rackley moved to adjourn the Workshop to 6:30 p.m. on August 24, 2010. Councilmember Lewis seconded the motion.

Deputy Mayor Swatman reminded Councilmembers about the upcoming Bonney Lake Days parade and events on Saturday, August 21, 2010.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to the Council at the August 17, 2010 Council Workshop:

- City of Bonney Lake – *City Council Presentation: Eastown Sewer System (AB10-125)* – Public Works Director Grigsby.
- City of Bonney Lake – *Eastown Future Sewer System Map* – Public Works Director Grigsby.

**ADJOURNED CITY
COUNCIL WORKSHOP**

**August 24, 2010
6:30 p.m.**

MINUTES



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

The Council adjourned its August 17, 2010 regular Workshop to this date and time.

Audio Time
Stamp ↓

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

I. Call to Order: Mayor Neil Johnson, Jr. called the Workshop to order at 6:28 p.m.

II. Roll Call: [A1.3]

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

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

III. Agenda Items:

6:28:47

A. Council Open Discussion:

Bonney Lake Days: Councilmember Hamilton thanked staff for doing a great job with Bonney Lake Days. He said the event went well and was well-attended, and the City booths had a lot of great information for residents. Mayor Johnson said about 800 people attended the Chris August concert, and overall vendors seemed happy with the event. He thanked David Wells, Don Morrison, and all staff members who participated.

Councilmember Hamilton suggested that the City designate at least one handicapped parking space in the Ballfield #4 parking lot near the entry at Bonney Lake Blvd, and add a crosswalk from the parking lot to the park. He said during Bonney Lake Days he saw someone having trouble navigating the gravel parking lot and there were no spaces available near the sidewalk. Mayor Johnson said staff have looked into this option in the past, but it is a problematic location for a safe crossing. He said he will talk with staff again about the options to see what improvements can be made.

Diamond Lounge: Councilmember Decker said the Councilmembers received a memo that the Diamond Lounge's liquor license has expired. Chief Mitchell said he understands the establishment closed on August 18, 2010.

Upcoming Events: Councilmember Carter said the last Kids Club is on August 31st, Tunes at Tapps concerts will be held on September 1st and 8th, the movie Twilight: New Moon will be shown on Friday September 3rd, and Beautify Bonney Lake is scheduled on September 18th. She added that Relay for Life will be holding a raffle during the movie including a Twilight-themed gift basket.

Shoreline Master Program Update: Councilmember Carter said the Shoreline Master Program committee met on July 29th. Their next meeting is September 9th and they plan to hold an open house for residents in October.

Lakeridge Middle School: Mayor Johnson said the school is not yet open but he will notify Councilmembers when the school district plans to have an opening ceremony.

Utility Rates: Councilmember Carter said the local newspaper reported that the City of Sumner has approved increased water and sewer rates.

Swiss Park: Councilmember Carter said Swiss Park is planning to do improvements, and she asked which design standards apply to their project. Director Vodopich said his department has held a pre-application conference with the group, which plans to install a restroom and shower facility. He said since the facility is being used for the adjacent RV park, it is considered a commercial improvement and must meet applicable codes. Director Grigsby said the site uses a septic system currently.

Liquor Control Board: Councilmember Decker said he received information from MRSC about the proposed changes to liquor sales in the State. He said there are 300 liquor stores in the state and if the law passed there will be many more, which would be an added expense and law enforcement costs to the City. Councilmember Rackley said other states that allow liquor sales do not seem to have problems and he does not share Councilmember Decker's concerns.

6:43:36

- B. **Discussion: AB10-125 - Resolution 2058** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With RH-2 For The Design Of The Eastown Sewer Service Area Study, Eastown Sewer Lift Station Design And Lift Station 18 Improvements.

Mayor Johnson said at past meetings the Council directed staff to consider alternate sites for the Eastown lift station. Director Grigsby said his staff and RH2 staff reviewed the area and came up with the proposed projects to be included in the design plan. He said if the City chooses to design the whole system it will help lock in the location of the lines, which is good for potential development. He briefly described the proposed project phases: Phase 1 includes designing the lift station, pressure line to 96th St E, gravity line to Home Depot and crossing under SR 410 near lift station 18; Phase 2 includes connecting the system to properties in Eastown. He said properties west of the Compass Pointe property would need to design and install their own sewer as they develop, just as property owners to the south will design and install sewer from the undercrossing when that area is developed.

Mayor Johnson clarified that the design stage needs to be completed before the rest of the Eastown sewer project can move forward. Director Grigsby said property owners have been working on preparing easements, but many are hesitant to sign easements until after the Council approves the system design.

Deputy Mayor Swatman asked how staff arrived at the proposed lift station site. Director Grigsby said staff reviewed all the properties in the area, and though other sites could work this site was selected because it allows the shortest route for connections, does not require the City to route the line through County properties, and is accessible to properties east of the current City limits, which could be connected in the future. He said he does not believe running the sewer line down SR410 is a viable option.

Director Grigsby said the design cost is reasonable given the scope of the project, and any 'soft costs' incurred before a Utility Latecomer Agreement (ULA) is created can be rolled into the ULA costs. He said any construction costs incurred before creation of the ULA cannot be included in the ULA, but any proposed construction would need Council approval before moving forward.

Director Grigsby explained that the proposed sewer lines run along future mapped streets and frontage roads, and he will need at least three easements initially for the proposed lift station. Councilmember Hamilton expressed concern about property owners who do not want to sign easements holding up the project. He said if the sewer runs along the City roads it will be easier to get easements. Deputy Mayor Swatman said he is in favor of requiring owners to provide easements so they cannot put the project on hold. He said the easements need to be discussed in depth once the project is actually designed. Deputy Mayor Swatman said he hopes property owners will participate in the process as much as possible, and that the system will be cost-effective and help the property owners develop their properties.

Councilmember Rackley said the Community Development Committee supports the design contract. He also said he felt the design process should not begin until property owners submit their easements, however. Mayor Johnson said the design is just a first step, and Director Grigsby said he would not pursue most easements until the 30% project design is completed. Councilmember Hamilton said the Council is clearly stating that the project should move forward, and it is up to the property owners to do their part with easements to continue the process.

As the Workshop had run past 7:00 p.m., the City Attorney advised the Council to forward any remaining discussion items from the Workshop agenda to the regular Council Meeting agenda.

Councilmember Decker moved to forward items B., C., and D., from the current agenda to the regular August 24, 2010 Meeting agenda for discussion. Deputy Mayor Swatman seconded the motion.

Councilmember Rackley moved to amend the motion to table item D. to the September 7th Workshop for discussion. Councilmember Decker seconded the motion.

**Motion to amend approved 4 – 3.
Councilmembers Carter,
Hamilton and Lewis voted no.**

Original motion as amended approved 7 – 0.

- C. **Discussion:** (Tabled from July 27th Council Meeting) **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.

This item was forwarded to the regular Council Meeting of August 24, 2010 for discussion.

- D. **Discussion:** **AB10-137** - Finish Appearance of Downtown SR410 Retaining Wall.

This item was tabled to the September 7, 2010 Workshop for discussion.

IV. Executive Session: None.

V. Adjournment:

7:18:51

At 7:18 p.m. Councilmember Decker moved to adjourn the Workshop. Councilmember Rackley seconded the motion.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

CITY COUNCIL MEETING

**August 24, 2010
7:00 P.M.**

MINUTES



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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 – Due to the extended Workshop held prior to this meeting, Mayor Neil Johnson, Jr. called the regular meeting to order at 7:24 p.m.

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

B. Roll Call:

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

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

Mayor Johnson noted that the Council Meeting started late because the Adjourned Council Workshop that started at 6:30 p.m. earlier in the evening had run late. The regular Meeting began with continued discussion of items B. and C. from the Adjourned Workshop agenda, which were forwarded to the Meeting agenda by Council action.

Forwarded Workshop Agenda Items:

Workshop Item B: AB10-125 - Resolution 2058 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With RH-2 For The Design Of The Easttown Sewer Service Area Study, Easttown Sewer Lift Station Design And Lift Station 18 Improvements

Deputy Mayor Swatman asked if the resolution is time-sensitive or if the Council could act on it at a future meeting. Director Grigsby said waiting until the next Council meeting would not be too long of a delay.

Councilmember Carter noted that an easement is on the current agenda for consideration and asked if it needs to be pulled. Director Grigsby said the easement can be considered separately. Deputy Mayor Swatman said he plans to support the package but he does not want to take action without allowing more time for citizens and Councilmembers to get additional information. Councilmember Decker said some people may be hesitant to sign easements since there is no confirmation of where the lift station will be. He said the current administration is moving forward more quickly than in the past. Deputy Mayor Swatman noted that the

easement would be specifically for utilities, and until the utility is built, it will not impact them. By consensus of the Council, Resolution 2058 was forwarded to the September 14, 2010 Council Meeting for action.

Workshop Item C.: 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 Cabling In The Interim Justice Center For \$12,288.20

Information Services Coordinator Chuck McEwen said he sent requests for proposals to seven contractors on the State contract after Councilmembers had questions about the original proposal from Netversant. The City received four responses with quotes for installing either CAT5 or CAT6 cabling in the new building. The apparent low bidder was Powercom, which has contracts with other agencies in the State and a solid reputation. Mr. McEwen recommended the Council approve a contract with Powercom for CAT6 cabling. He said the initial costs to install CAT6 are about \$2,000 higher, but this will be a good investment if the City uses the building for more than five years or so. He added that most new buildings today are installed with CAT6 cabling.

Deputy Mayor Swatman discussed the technical aspects of the proposed contract and questioned why the City did not request multiple bids initially. He said the City has had issues with the boat launch and the Council should carefully consider awarding contracts like this based on past performance. Mr. McEwen noted that Netversant did win the contract for the boat launch, but that project was managed by a different business unit than the one that would handle the cabling project.

City Administrator Morrison said staff selected the original bid from Netversant by using the State's contractor list. He said contractors on this list have gone through the State's competitive bidding process, and the City can use this list instead of going through a formal bidding process. Deputy Mayor Swatman said he does not feel the City needs to install CAT6 cable in the new building, but he will go along with staff recommendations. By consensus of the Council, Resolution 2048 was forwarded to the September 14, 2010 Meeting for action.

C. Announcements, Appointments and Presentations:

1. Announcements: None.
2. Appointments: None.
3. Presentations: None.

D. Agenda Modifications:

Deputy Mayor Swatman moved to amend the agenda to add AB10-147 to Full Council Issues, Item A. Councilmember Decker seconded the motion.

Motion approved 7 – 0.

7:52:21

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

David Bowen, 22523 SR 410, Bonney Lake, thanked the Council for discussing Eastown sewers earlier in the evening. He said he had proposed the lift station be placed on his property, but the new property being proposed now is superior and he fully supports it. He said about 4 years ago, 80% of the Eastown residents signed their support for a ULID, but a developer came forward and said he could complete the project faster and cheaper, so property owners decided to go with that option. The sewer system never got started however. He said the developer asked him to donate part of his land to be sold to WSDOT for the road widening project, and he and other property owners have participated with their time and money trying to move the process forward. He said he supported the ULID and developer in the past, but he does not plan to sign an easement with the City until he sees actual movement. He said after the Council makes a commitment, he will make a commitment as well and sign an easement. Deputy Mayor Swatman asked if Mr. Bowen would be willing to sign an easement once the Council goes out to design; Mr. Bowen said he would, and would not expect payment from the City for his easement.

Roger Watt, 22719 SR 410, Bonney Lake, said he had hoped to see action on Eastown sewers at the current meeting. Mayor Johnson confirmed that the lift station design resolution will come forward as an action item at the next regular Meeting on September 14, 2010.

C. Correspondence: None.

7:58:39

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed personnel updates, reviewed minutes, and discussed ongoing staff review of alarm monitoring services. The committee forwarded AB10-144 (TIB grant) to the current agenda for action.

B. Community Development Committee: Councilmember Rackley said the committee met on August 16th and discussed the TIB grant application and the previously submitted Public Works Trust Fund Loan. The committee plans to do a 'windshield tour' of Eastown on Monday, August 30. The committee forwarded Resolution 2059 and Resolution 2967 to the current agenda for action.

C. Public Safety Committee: Councilmember Hamilton said the committee has not met since the last Council Meeting.

D. Other Reports:

Church Lake Boating Advisory Committee: Councilmember Hamilton said the group met August 23rd at the Public Safety Building. They are preparing recommendations regarding noise on the lake. One member presented sample ordinances from other cities and has contacted the City of Lakewood to get information on their 'prevention of noise' ordinance, which governs the use of drag boats on American Lake.

Councilmember Hamilton said he forwarded the sample ordinances to the City Attorney and Police Department for review. He said the Public Safety Committee will review the advisory committee's recommendations and forward them to the Council for action.

Milfoil Treatment: Deputy Mayor Swatman asked about the upcoming milfoil treatment of Lake Tapps. Mayor Johnson said it is scheduled on August 30th, and he will ask for more information about swimming regulations or other concerns.

Sumner Pool: Mayor Johnson said Ann Cook at Sumner School District told him that scheduled programs and school swim teams will be able to use the pool as scheduled, but the pool will not be available for open swim or other uses at present. He said the Senior Center will need to work with the district regarding senior swim programs, and the district is still working on an agreement for someone to manage the pool.

Pierce Transit: Mayor Johnson said Pierce Transit plans to raise its rates and he has a meeting to hear about proposed cost savings measures next week. He said he had not heard that the rate increase was moving forward until he read it in the paper. He said he continues to push for budget cuts within the agency.

8:09:42

IV. CONSENT AGENDA:

- A. **Approval of Minutes:** July 20, 2010 Workshop, July 27, 2010 Meeting, and August 10, 2010 Meeting.
- B. **Approval of Payroll:** Payroll for July 16-31 2010 for checks 29179-29218 including Direct Deposits and Electronic Transfers in the amount of \$596,191.42. Payroll for August 1-15 2010 for checks 29219-29256 including Direct Deposits and Electronic Transfers in the amount of \$426,784.29.
- C. **AB10-134 - Ordinance 1360** - An Ordinance Of The City Of Bonney Lake, Washington Amending The Bonney Lake Municipal Code Chapter 10.04 Relating To Inattentive Driving.
- D. **AB10-135 - Ordinance 1361** - An Ordinance Of The City Of Bonney Lake, Washington Amending The Bonney Lake Municipal Code Chapter 10.04 Relating To Avoidance Of An Intersection.
- E. **AB10-141 - Resolution 2066** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Authorizing The Mayor To Sign An Amendment To The 2010 Agreement With Portland Energy Conservation Inc. For The High Efficiency Toilet Rebate Program.
- F. **AB10-144** - A Motion Of The City Council Of The City of Bonney Lake, Pierce County, Washington, Authorizing Submission Of A 2010 Transportation Improvement Board (TIB) Application For The SR410 & Sumner Buckley Highway Intersection Phase II Construction Project.
- G. ~~**AB10-145** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Special Council Meeting For August 31, 2010 At 5:30~~

~~p.m. In The City Hall Council Chambers To Discuss Revenue And Budget Forecasts For The 2011-2012 Biennial Budget. Moved to Full Council Issues, Item B.~~

Councilmember Lewis asked that AB10-145 be moved to Full Council Issues, Item B., for discussion.

Councilmember Rackley moved to approve the amended Consent Agenda. Councilmember Decker seconded the motion.

Consent Agenda as amended approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: *None.*

8:10:28

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- A. **AB10-126 - Resolution 2059** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Parametrix For The Design Of The 80th And 82nd Street East Sidewalks.

Councilmember Decker moved to approve Resolution 2059. Councilmember Rackley seconded the motion.

Resolution 2059 approved 7 – 0.

- B. **AB10-142 - Resolution 2067** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Authorizing The Mayor To Sign The Easttown Sewer Lift Station 26 Site Utility Easement And Access Agreement With Charlotte Kontos.

Councilmember Rackley moved to approve Resolution 2067. Councilmember Decker seconded the motion.

Councilmember Grigsby said the easement is needed for the design to begin, as the sewer line must run from the lift station down Ms. Kontos’ driveway. Councilmember Lewis asked about wording in the contract that construction should be completed within two years. Director Grigsby said before the City starts construction, they need to reroute her home’s sewer connection, but there should not be any issue if it takes longer.

Councilmember Rackley moved to table the Resolution 2067 to the September 7, 2010 Workshop for discussion. Councilmember Decker seconded the motion.

Motion to table approved 7 – 0.

8:17:12

VII. PUBLIC SAFETY COMMITTEE ISSUES:

- A. **AB10-136 - Ordinance 1362** - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Accepting The Donation Of Personal Property From The Wirt Family.

Councilmember Decker moved to approve Ordinance 1362. Councilmember Rackley seconded the motion.

Police Chief Mitchell said the donation is for about \$8,000 worth of ammunition and weapons. The family wanted the items to go to good use but did not want them to end up back on the street. Therefore, the agreement includes a stipulation that when the department can no longer use the items, they will be destroyed.

Administrative Services Director/City Clerk Edvalson said Councilmember Lewis informed him that the agenda bill originally presented in the agenda packet had an incorrect background summary. A corrected agenda bill was provided to Councilmembers that will be used in the official record. Councilmember Hamilton asked the City to send a letter of appreciation to the family.

Ordinance 1362 approved 7 – 0.

8:20:00

VIII. FULL COUNCIL ISSUES:

- A. **AB10-147** – A Motion of the Bonney Lake City Council Authorizing the Mayor to Sign a Hold Harmless Agreement with Lake Jane Estates Homeowners Association Regarding an Employee Wellness Activity. *Added to the Agenda during Agenda Modifications.*

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

Administrative Services Director/City Clerk Edvalson said City staff plan to use the HOA footbridge and landing on the lake for the ‘Poker Walk’ wellness event. Director Vodopich said the Wellness Committee used the same areas a couple of years ago but the current HOA board has now requested this agreement. Deputy Mayor Swatman said this is a time sensitive item since the event is on August 25th at 5:15 p.m. Director Vodopich invited the Council to attend the wellness event.

Motion approved 7 – 0.

- B. **AB10-145** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Special Council Meeting For August 31, 2010 At 5:30 p.m. ~~In The City Hall Council Chambers~~ At The Reed Property (7109 Barkubein Rd, Buckley) To Discuss Revenue And Budget Forecasts For The 2011-2012 Biennial Budget. *Moved from Consent Agenda, Item G.*

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

Councilmember Lewis asked about costs and logistics for holding the special meeting away from City Hall. City Administrator Morrison said they planned to have the workshop at the Reed Property. Staff will barbecue food and purchase salads and sides from a local deli. Mayor Johnson said he wanted to provide a retreat-like setting for the budget discussions. City Administrator Morrison said he looked at other locations but they would be more costly to use and would not work as well. Councilmember Lewis said he wants to highlight how the City has worked to keep costs down.

Councilmember Lewis moved to amend the motion to change the location to the Reed Property at 7109 Barkubein Rd, Buckley. Councilmember Decker seconded the motion.

Motion on amendment approved 7 – 0.

Amended main motion approved 7 – 0.

IX. EXECUTIVE SESSION: None.

8:27:46

X. ADJOURNMENT:

At 8:27 p.m., Councilmember Rackley moved to adjourn the meeting. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Council Meeting of August 24, 2010:

- City of Bonney Lake – AB10-147 – A Motion of the Bonney Lake City Council Authorizing the Mayor to Sign a Hold Harmless Agreement with Lake Jane Estates Homeowner’s Association Regarding an Employee Wellness Activity – Administrative Services Coordinator/City Clerk Harwood Edvalson.

**SPECIAL CITY
COUNCIL MEETING**

**August 31, 2010
5:30 P.M.**

MINUTES



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

Location: Reed Property - 7109 Barkubein Rd, Buckley, WA 98321

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the special meeting to order at 5:35 p.m.

A. Roll Call:

In addition to Mayor Neil Johnson, Jr., elected officials attending were Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember Jim Rackley. Also attending were former Councilmembers David Bowen and David King.

Various members of the professional staff were also in attendance.

II. BUSINESS ITEMS:

A. Review of Financial Plan and 2011-2012 Biennial Budget Alternatives.

Mayor Johnson introduced the topic to the Council and other attendees. Chief Finance Officer Al Juarez provided an overview of the Federal and state economy. He also reviewed the City's six-year financial model and explained the assumptions made in preparing the model for Council's review. The City Council reviewed elements of the six-year financial model.

The City Council took a break at 6:30 p.m. for dinner and resumed formal discussion at 7:00 p.m. Discussion continued until 8:00 p.m. when the Council took a fifteen-minute break. Discussion on general budget priorities resumed at 8:30 p.m. and continued until 8:47 p.m.

III. ADJOURNMENT:

The special meeting concluded and Councilmembers and staff dispersed at 8:47 p.m.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Special Council Meeting of September 31, 2010:

- *City of Bonney Lake – 31 pages of backup material for the Council discussion – City Administrator Don Morrison.*

**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> 14 Sep 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 POWERCOM regarding Interim 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 Powercom To Install Network And Cable TV Cableing In The Interim Justice Center For \$10,700.74 plus tax.

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.

The Council tabled this item for further discussion. Information Services has obtained additional information for the Council to consider.

Per the Council original discussion on July 27th the City send a request for bid to all seven businesses that are part of the Washington State, Department of Information Services, Master Contracts for interior cabling. Four companies responded to the bid request and all four quotes are attached as well as the original request for bid notice. There was some discussion as to the use of Cat6 Versus Cat5e cabling; therefore part of the requested bid was to quote a Cat6/Cat5e option. The price difference between Cat6 and Cat5e varied between \$1,230 and \$2,227. The lowest price as quoted was PowerCom’s Cat5e bid of \$8,473.45; the price difference was in total quoted labor. I have requested each vendor to submit a projected total labor hour estimate to compare and will provide this during the workshop. A Councilmember also questioned whether this NetVersant was the same company that installed the Boat Launch system. The answer to that question is yes. NetVersant is a national company with four core business operating units. NetVersant’s “Network Infrastructure” business unit is responsible for the internal/external network cabling system. The City has used the NetVersant’s “Network Infrastructure” business unit on various cabling projects; including cabling at the Public Safety Building and installed Fiber Optic cable between city buildings. NetVersant’s “Integrated Security” business unit was responsible for the original boat launch plan though it was designed and installed by two other companies.

Per the council workshop the final apparent low bidder was selected as Powercom. Due to the indeterminate length of occupancy of the Interim Justice Center category six cabling will be installed.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$10,700.74 plus tax			
Budget Explanation:			

<u>COMMITTEE/BOARD REVIEW:</u>	
Subcommittee Review Date:	Finance Committee - 13 Jul 2010
Commission/Board Review Date:	-
Hearing Examiner Date:	

COUNCIL ACTION:

Workshop Date(s): 17 Aug 2010

Public Hearing Date(s):

Meeting Date(s): 14 Sept 2010

Tabled To Date: 14 Sep 2010

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: _____

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 \$10,700.74 PLUS TAX.

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 14th of September, 2010.

Neil Johnson, Mayor

ATTEST:

Woody Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



August 10, 2010

Chuck McEwen
City of Bonney Lake
Information Services
P.O. Box 7380
Bonney Lake, WA 98391

Chuck:

Thank you for allowing PowerCom the opportunity to provide the following quote for the installation of cabling of the Interim Justice Center.

The proposed work will be performed per the terms and conditions of the *Washington State Department of Information Services Master Agreement Number T05-MST-004*. A purchase order referencing the Master Agreement Number, DIS fee (there will be a one half of one percent, .005 DIS Administration fee added to your invoice for the use of the Master Agreement) and your DIS Interlocal Number is required prior to project commencement. If you do not have an Interlocal Number, please contact DIS at (360) 902-3551.

Scope of Work: Horizontal Cabling 1st Floor

- Provide and install eight (8) duplex category 5e information outlets.
- Provide and install two (2) quadplex category 5e information outlets.
- Provide and install two (2) RG-6 cables for CATV locations.

Scope of Work: Horizontal Cabling 2nd Floor

- Provide and install eleven (11) duplex category 5e information outlets.
- Provide and install two (2) quadplex category 5e information outlets.
- Provide and install four (4) RG-6 cables for CATV locations.

Scope of Work: Backbone Cabling

- Provide and install two (2) category 5e cables between rooms 112 and 116.
- Provide and install two (2) category 5e cables between rooms 112 and 213.

Scope of Work: Communication Rooms

- Provide and install three (3) 7' x 19" standard relay racks.
- Provide and install three (3) 12" ladder racks.
- Provide and install three (3) 48 port category 5e patch panels for cable terminations.

ASSUMPTIONS OF SCOPE:

- All cable pathways will be easily accessible and free and clear from any obstruction.
- All work will be performed during business hours, Monday through Friday.
- Work performed during hours other than normal business hours will be billed at premium rates. Such work must be approved in writing by University of Washington and PowerCom authorized personnel.

EXEMPT FROM SCOPE:

- Washington State Sales Tax and DIS Fee of .005%.
- Unforeseen circumstances or conditions not readily apparent.
- Conduits or sleeves
- Core Feeds

PRICING:

Material	\$ 4,873.45
Labor	<u>\$ 3,600.00</u>
Total	\$ 8,473.45

OPTIONAL CATEGORY 6 PRICING:

Material	\$ 7,100.74
Labor	<u>\$ 3,600.00</u>
Total	\$ 10,700.74



TERMS AND CONDITIONS:

- These prices are good for a period of 60 days.
- Confidential Information: This bid information is confidential and proprietary, for use only by the University of Washington.

Thank you for considering PowerCom for your communication needs. If you have any questions, please contact me at (425) 489-8549.

Thank you,

Matt Wood
Project Manager

Acceptance of Proposal:

Signature

Print Name/Title

Date

Purchase Order No.

RESOLUTION NO. 2069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE TOWN OF WILKESON FOR PLANNING SERVICES.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Interlocal Agreement between the City of Bonney Lake and the Town of Wilkeson for planning services, attached hereto and incorporated herein by this reference.

PASSED by the City Council this day of , 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WILKESON,
WA AND THE CITY OF BONNEY LAKE, WA FOR PLANNING SERVICES**

This Interlocal Agreement is made and entered into this ____ day of _____, 2010, by and between the Town of Wilkeson, Washington, a municipal corporation (hereinafter referred to as "Wilkeson") and the City of Bonney Lake, Washington, a municipal corporation (hereinafter referred to as "Bonney Lake")

WHEREAS, Wilkeson is in need of planning services for an indefinite period of time; and

WHEREAS, Bonney Lake has planning staff in its Community Development Department who are willing to assist Wilkeson by providing current and/or long range planning services.

For and in consideration of the services to be rendered and the payments to be made, the parties hereby recite, covenant and agree as follows:

1. **Services To Be Provided.** Subject to the terms and conditions set forth below, Bonney Lake hereby agrees to provide Wilkeson with current and /or long range planning related services. It is understood that the Planning Manager and the Assistant Planner will be designated as the "primary planners" providing said current planning services as directed by Wilkeson's Mayor. Such services shall be provided on an as-needed basis. The Wilkeson Mayor and Bonney Lake Planning Manager will work together cooperatively to implement a schedule that meets the needs of both parties. Prior to engaging in any long range or special planning projects, the parties will negotiate a scope of work and cost for said services. Wilkeson reserves the right, in its sole discretion, to contract with a planning consultant or other party to undertake any long range planning services. Bonney Lake reserves the right to decline, in its sole discretion, any long range planning projects which in its discretion may exceed the existing capacity or time availability of Bonney Lake's planning staff, or which may present a conflict of interest with the City of Bonney Lake's planning objectives.
2. **Compensation.** Wilkeson shall reimburse Bonney Lake on a monthly basis for wages (salary plus employer-paid benefits) at the rates shown on Exhibit "A" attached hereto, plus 5% towards overhead for the actual hours worked on behalf of Wilkeson. The Planner shall be responsible for keeping a time sheet that reflects the actual hours worked.
3. **Reimbursable Expenses.** Any travel required of the Planner by Wilkeson, except regular commuting from Bonney Lake to Wilkeson, shall be reimbursed at the current IRS rate in effect at the time of the travel. Any printing, office supplies, tools, or other out-of-pocket expenses incurred by Bonney Lake solely for the benefit of Wilkeson shall be reimbursed at cost.
4. **Employment Status.** The parties specifically agree that the Planner from Bonney Lake is an employee of the City of Bonney Lake and not an employee of the City of Wilkeson and as such Bonney Lake is responsible for payment and processing of all employment related taxes and benefits. This Interlocal Agreement is not a specific contract for employment between the City of Wilkeson and the Planner and no promises, inducements, or offers of employment have been extended.

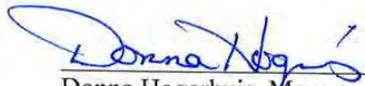
5. **Term.** This agreement shall continue in force and effect through December 31, 2011 unless terminated in accordance with Section 5. Extension of the term of this agreement may be effected by written agreement.
6. **Termination.** Either party may terminate this agreement at any time for any reason by providing at least sixty (60) days advance notice of termination in writing to the other party.
7. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by both parties.
8. **Hold Harmless.** Both cities are self-insured and members of the Washington Cities Insurance Authority. Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
9. **Applicable Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Pierce County, Washington.
10. **Non-Discrimination.** Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.
11. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this _____ day of _____ 2010.

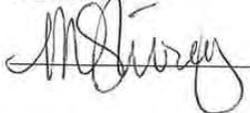
CITY OF BONNEY LAKE

TOWN OF WILKESON

Neil Johnson, Jr., Mayor


Donna Hogerhuis, Mayor

ATTEST:

ATTEST:


INTERLOCAL AGREEMENT

Page - 2 -

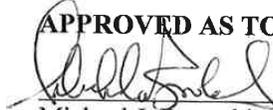
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Meredith M. Shirley, Town Clerk

APPROVED AS TO FORM:



Michael J. Reynolds, Town Attorney

Exhibit "A"

2010 Hourly Rates

Wilkeson – Bonney Lake Interlocal Agreement for Planning Services

Assistant Planner – \$34.08

Associate Planner – \$37.54

Planning Manager – \$54.20

GIS Analyst – \$43.26

Note: 5% will be added to the above rates for overhead.

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

<u>Department / Staff Contact:</u> PW / Director Dan Grigsby	<u>Workshop / Meeting Date:</u> 24 Aug 2010	<u>Agenda Bill Number:</u> AB10-125
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2058	<u>Councilmember Sponsor:</u> James Rackley

Agenda Subject: Authorize Design Contract with RH2 for Easttown Sewer Lift Station Design and Lift Station 18 Improvements

Proposed Motion: AB10-125 – Resolution 2058 – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with RH-2 for the Design of the Easttown Sewer Service Area Study, Easttown Sewer Lift Station Design and Lift Station 18 Improvements.

Administrative Recommendation:

Background Summary: RH2 has submitted the attached Scope of Work and NTE cost estimate to prepare the following documents. Subject to Pierce County permitting times, the design could be done by March 2011, with construction completed in 2011 as well.

1. This contract will prepare a basin study to determine the sizing of the new lift station and impact on existing sewer Lift Station 18.
2. Construction documents for the following work:
 - Phase 1 is the core project that includes:
 - *** construction of the new lift station
 - *** constructs a pressure/gravity sewer line downstream from the new lift station; west on 96th Street from 225th to 214th Ave
 - *** bores under SR410 in front of Safeway
 - *** upgrades lift station 18 in front of Safeway
 - *** Phase I design cost is \$297,064.
 - Phase 2 connects the new lift station to SR410. Construction includes a new gravity sewer line upstream from the new lift station. It starts at the new lift station and proceeds east under 96th Street, turns north at 236th Avenue, and then runs south to SR410 between the Bowen and Watt properties. It will connect to the new sewer line bored under SR410 by a separate contract. This phase is optional, but considered essential to provide a cost effective and timely means for developers to connect to the sewer system.
 - *** Phase II design cost is \$73,285.
 - Phase I and II TOTAL design cost = \$370,350.

Attachments: Resolution 2058, Presentation outline, site maps, CDC Cover Sheet, Easttown Future Sewer System Project Summary, Memo explaining public utility line location, and RH2 Contract with Exhibits A thru D

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$1,742,000	\$370,350		\$1,371,650

Budget Explanation:

2010 Sewer CIP budget: “Easttown ULA: Lift Station, Pressure Line, LS18 Upgrade”

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 19 Jul 2010

Commission/Board Review Date: -

Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): 17 August 2010

Public Hearing Date(s):

Meeting Date(s): 24 August 2010; 14 September 2010

Tabled To Date:

Signatures:

Director Authorization DLG	Mayor	Date City Attorney Reviewed
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RESOLUTION NO. 2058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH RH-2 FOR THE DESIGN OF THE EASTOWN SEWER SERVICE AREA STUDY, EASTOWN SEWER LIFT STATION DESIGN AND LIFT STATION 18 IMPROVEMENTS.

Whereas, the City has approved a budget in 2010 Sewer CIP budget: to address the Eastown ULA, Lift Station, Pressure Line, and Lift Station 18 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;

Now therefore, be it resolved;

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with RH-2 Engineering in the amount of \$370,350 for Phase 1 and Phase II.

PASSED by the City Council this 24th day of August 2010.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

City Council Presentation: Eastown Sewer System (AB10-125)

17-Aug-10

RESULTS (from authorizing this \$370K design contract) HAS IMPACT BEYOND THIS SPECIFIC CONTRACT:

1. Lock in Eastown Future Sewer System (EFSS) plan.
2. Indicates that the city is willing to "prime the pump" to get the development in Eastown started.
3. Indicates that the city is not willing to wait more time for a single developer to take the lead on the EASTOWN sewer system.
4. Allows property owners and developers to prepare their own plans by knowing when the design is scheduled to be done.
5. Creates a "Shovel Ready" contract with completed design and easements acquired.

REVIEW EASTOWN FUTURE SEWER SYSTEM:

1. Overview of Eastown Future Sewer System (EFSS) - Move EFSS map on page 6 next to EFSS Project List on page 7
2. Summary of EFSS projects that need to be built to create the Core Sewer System" and status - page 8
3. Review EFSS elements contained in this RH2 design contract -pages 10 and 11
4. Review breakdown of RH2 design cost -pages 12 and 13

Phase 1 = \$297,064

Phase 2 = \$73,285

Total = \$370,350

PROPOSED CITY COUNCIL CONDITIONS:

1. Require property owners to provide signed sewer line easement and frontage road access agreements to the city.
 - A. Before design contract NTP is issued; OR,
 - B. Within 30 days of design contract award; OR,
 - C. Before construction contract is advertised.
2. North-South sewer easements only will be 10-20 feet in width. Road ROW is not required since in mapped street.
3. PW Director has authority to negotiate easement location and width depending on site conditions.
4. PW Director will report back to City Council when majority of easements have been received.

OTHER CITY COUNCIL DECISIONS

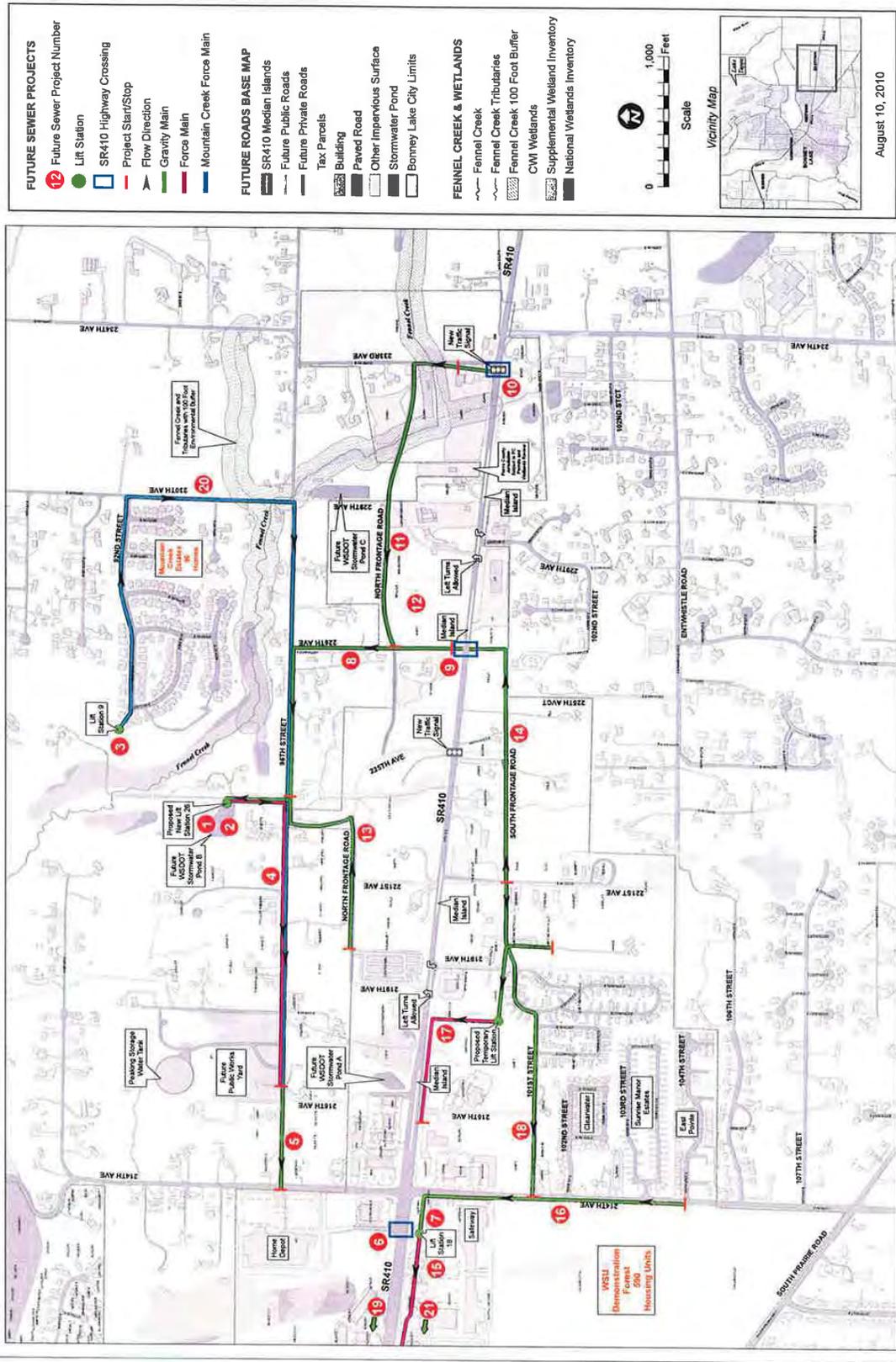
1. Discuss feasibility of funding construction once RH2 design is completed.
2. Discuss feasibility of funding construction of gravity sewer line from Bowen Property to 233rd Avenue. (ULA Formation)

IMMEDIATE STAFF ACTIONS(if design is authorized):

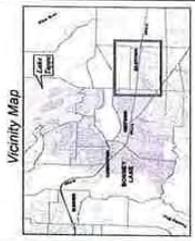
1. Initiate purchase of land from WSDOT for sewer lift station
2. Initiate purchase of 126th Street Sewer Easement from property(s) in Pierce County
3. Initiate preparation of 126th Street Sewer Easement for Bowen and Watt properties
4. Issue NTP for Historical Artifact contract authorized by City Council
5. Finalize design of sewer boring contract under SR410 at 226th Street
6. Obtain sewer easement for Kontos Driveway (Completed 16 August 2010)
7. Coordinate construction of sewer lines in 96th Street with Pierce County
8. Develop contract to delineate wetlands from Bowen property to 233rd Ave.

EASTOWN FUTURE SEWER SYSTEM

Featuring Future Sewer Projects



- FUTURE SEWER PROJECTS**
- 12 Future Sewer Project Number
 - Lift Station
 - SR410 Highway Crossing
 - Project Start/Stop
 - Flow Direction
 - Gravity Main
 - Force Main
 - Mountain Creek Force Main
- FUTURE ROADS BASE MAP**
- SR410 Median Islands
 - Future Public Roads
 - Future Private Roads
 - Tax Parcels
 - Building
 - Paved Road
 - Other Impervious Surface
 - Stormwater Pond
 - Bonney Lake City Limits
- FENNEL CREEK & WETLANDS**
- Fennel Creek
 - Fennel Creek Tributaries
 - Fennel Creek 100 Foot Buffer
 - CMI Wetlands
 - Supplemental Wetland Inventory
 - National Wetlands Inventory



August 10, 2010

Eastown Future Sewer System Projects						July 27, 2010
<u>Project</u>	<u>Project Description</u>	<u>Funding Source</u>		<u>1st ULA</u>	<u>A&E</u>	
		<u>Design</u>	<u>Construction</u>			
	Recommended Core Project					
1	Sewer Lift Station and Gravity Line from 96th St.	City	City	Yes	RH2	
2	Historical Artifact Preservation	City	City	Yes	N/A	
3	Relocate Kontos Power and Telephone Line	City	City	Yes	PSE-COMCAST	
4	96th Street Force Main - 216th Ave to Eastown Lift Station	City	City	Yes	RH2	
5	Western 96th Street Gravity Line - 214th Ave to 216th Ave	City	City	Yes	RH2	
6	SR410 Sewer Crossing at 213th Avenue (Home Depot Access Road)	City	City	Yes	RH2	
7	Lift Station 18 Upgrade (In front of Safeway)	City	City	Yes	RH2	
8	Eastern 96th Street Gravity Line - 225th to 226th to SR410	City	City	Yes	RH2	
9	SR410 Sewer Crossing at 226th Ave (Bowen-Watt property line)	City	City	Yes	Parametrix	
10	SR410 Sewer Crossing at 233rd Ave (2010 - Part of WSDOT Contract)	Dev	Dev	Yes	Stobie	
	Other Projects					
11	Northern Frontage Road Gravity Sewer Line - 226th to 233rd Ave	Dev	???	Yes	Stobie	
12	Wetland Delimitation Study (Prior to Project #11)	City	N/A	Yes	Parametrix	
13	Northern Frontage Road Gravity Sewer Line - 220th to 225th Ave	Dev	Dev	No	Dev	
14	Southern Frontage Road Gravity Sewer Line - 220th to 226th Ave	Dev	Dev	No	Dev	
	Future Projects			2nd ULA		
15	Reconstruct-Enlarge Lift Station 18 (In Front of Safeway)	City-Dev	City-Dev	???	City	
16	Lower 214th Ave Sewer Line - 106th Street to SR410	Dev	Dev	???	Dev	
17	Temporary Private Lift Station and Gravity Line (Kane Project)	Dev	Dev	No	Dev	
18	Southern Frontage Road Sewer Line - 214th to 220th Ave	Dev	Dev	???	Dev	
19	Enlarge SR410 Sewer Gravity Line - 204th Ave to Angeline Rd. (LS17)	City-Dev	City-Dev	???	City-Dev	
20	Reroute Mountain Creek Force Main - From 230th Ave to 226th Ave	City	City	No	City	
21	2014 WWTP Upgrade	City	City	No	City	

Action Item #3

COMMUNITY DEVELOPMENT COMMITTEE

DATE: July 19, 2010

ORIGINATOR: Dan Grigsby

TITLE: PW Director

SUBJECT: Authorize Mayor to sign the professional services contract with RH2 to prepare the Eastown Sewer Lift Station and Lift Station 18 Improvement design and construction contract documents.

As a result of several fast track scoping meetings and site visits by RH2 and City staff, RH2 has submitted the attached Scope of Work and NTE cost estimate to design the Eastown Sewer Lift Station on the WSDOT Stormwater Pond B site north of 96th Street. Subject to Pierce County permitting times, the design could be done by March 2011, with construction completed in 2011 as well.

This contract will prepare a basin study to determine the sizing of the new lift station and impact on existing LS18. This contract has been divided into two phases:

---- Phase 1 is the core project that includes the two lift stations, pressure/gravity sewer line on 96th Street west to 214th Ave downstream from the new lift station, and boring under SR410 in front of Safeway. Phase I cost is \$297,064.

---- Phase 2 is the gravity sewer line, upstream from the new lift station on 96th Street, west to 236th Avenue and south to SR410 between the Bowen and Watt properties. It will connect to the new sewer line bored under SR410 by a separate contract. This phase is optional, but considered essential to provide a cost effective and timely means for developers to connect to the sewer system. Phase II cost is \$73,285. Phase I and II TOTAL cost = \$370,350.

---- Phase 3 is not included in this contract, but would include design of the Northern Frontage Road gravity sewer line from the Bowen Property line to 233rd Avenue. Design would be accomplished by a private developer who becomes a partner in the ULA formation. Construction and a separate wetland study would need to be accomplished for this contract by the City.

---- Phase 4 is not included in this contract, but design is nearly complete to construct a sewer line under SR410 at 226th Avenue by the City.

---- Gravity sewer lines across and West of the Compass Pointe development to the lift station will be designed and built by those property owners. Public Access/Utility Easements will be required for the Northern frontage road on those properties.

---- Gravity sewer lines on the Southern Frontage road to SR410 at 226th Ave will be designed and built by those property owners/developers.

Attachments: Resolution, Contract, Exhibits A thru D

ORDINANCE/RESOLUTION: 2058

REQUEST OR RECOMMENDATION BY ORIGINATOR:

---- Recommend City Council authorize design contract award to RH2 for both Phase I and Phase II = \$370,350.

---- Request guidance on whether or not City will fund construction of this contract when design is completed. Reconfirm that this is dependent on receipt of easements from all property owners East and South of Compass Pointe development.

---- Request guidance on whether or not City will fund construction of gravity sewer line in the Northern Frontage Road from Bowen property to 233rd Avenue.

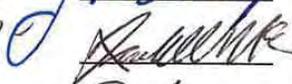
**ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR _____
CITY ATTORNEY _____**

<u>2010 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$1,742,000	\$1,742,000	370,350	\$1,371,650

Explanation:

2010 Sewer CIP budget: "Eastown ULA: Lift Station, Pressure Line, LS18 Upgrade"

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	7.22.10		_____
Randy McKibbin	7/19/10		_____
Donn Lewis	DAN SWATMAN 7/16-10		_____

COMMITTEE COMMENTS: GO TO WORKSHOP

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

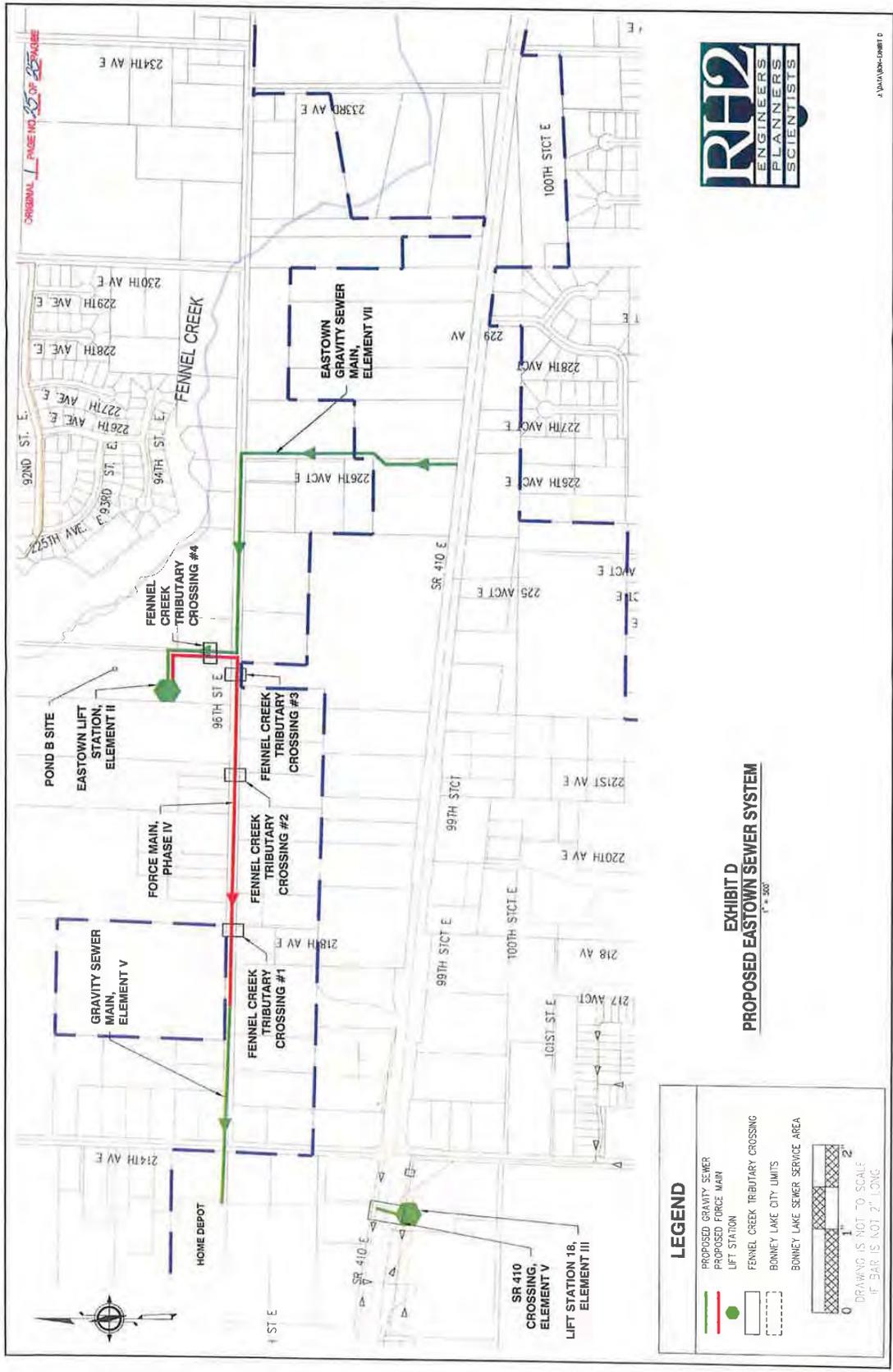


EXHIBIT D
PROPOSED EASTOWN SEWER SYSTEM
1" = 200'

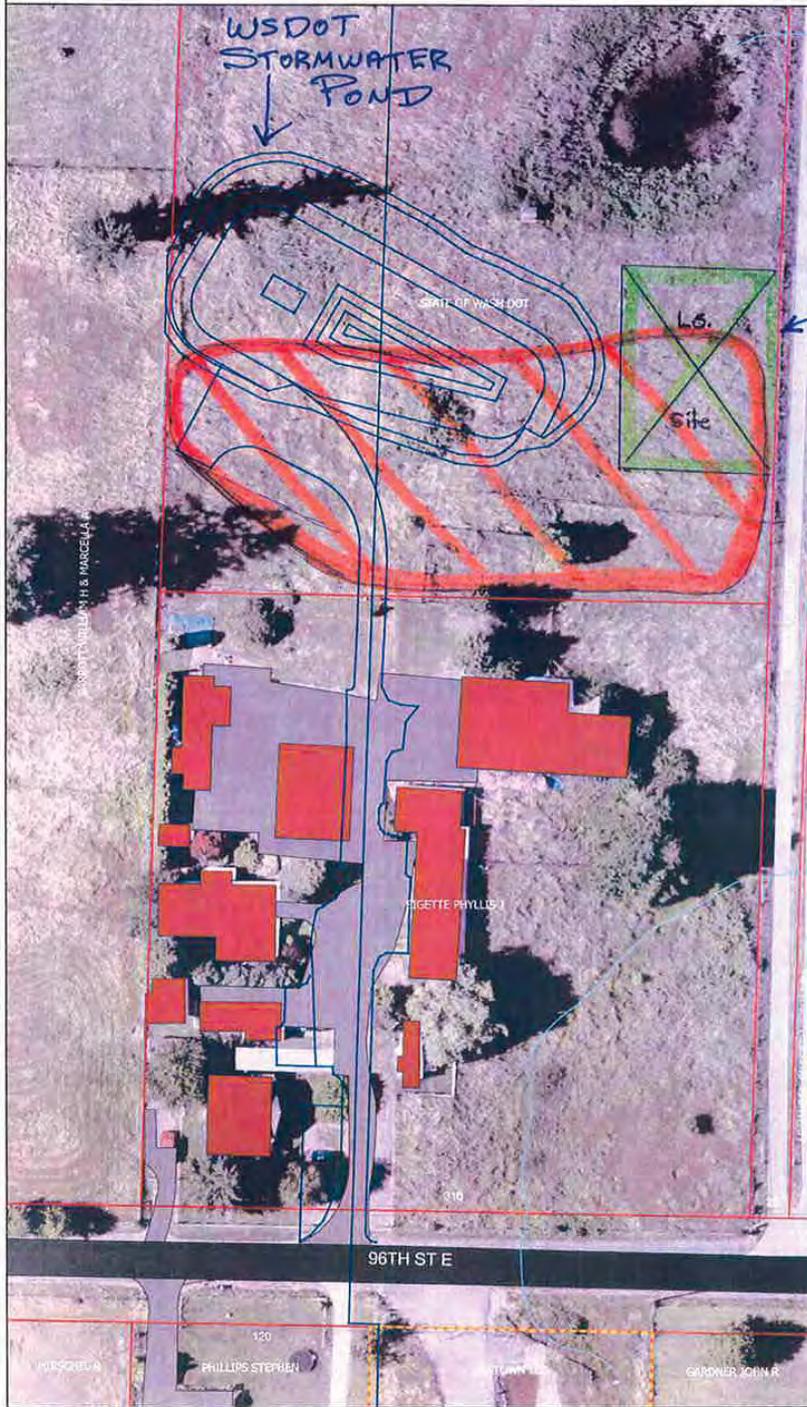
LEGEND

- PROPOSED GRAVITY SEWER
- PROPOSED FORCE MAIN
- LIFT STATION
- FENNEL CREEK TRIBUTARY CROSSING
- BONNEY LAKE CITY LIMITS
- BONNEY LAKE SEWER SERVICE AREA

DRAWING IS NOT TO SCALE
IF BAR IS NOT 2" LONG

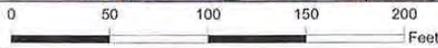
J. Van Nieuwenhuisen

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

EASTOWN
LIFT
STATION



July 7, 2010

From: Geoff Dillard [mailto:gdillard@rh2.com]
Sent: Wednesday, July 14, 2010 3:12 PM
To: Dan Grigsby; John Woodcock; Doug Budzynski
Cc: Harley Sandoval; Edwin Halim
Subject: Easttown - Updated SOW and Fee Estimate

Gentlemen, attached are the updated scope of work and fee estimate. We have divided the project into two phases. Phase 1 is the lift stations and downstream sewer improvements and represents the core project requirements. Phase 2 is the start of an upstream collection system and as we discussed is intended to be stand – alone and optional.

The bottom line fee for both phases is now at \$370,350. The main changes include:

- Shorter upstream alignment (decrease in costs)
- Refined costs from our surveyor (decrease in costs)
- Combining the lift station projects into one bid document (decrease in costs)
- Permitting effort necessary for a JARPA to cross the Fennel Creek tributary four times – see Exhibit D (increase in costs)

The following is a summary of the cost by project activity:

Project Activity	Engineering Fee	% of Construction
Basin Plan and Capacity Analysis	\$ 40,275	1.3%
Survey (6 sites total*)	\$ 29,986	1.0%
Geotechnical Borings (6 total**)	\$ 14,950	0.5%
Landscaping at Easttown Lift Station	\$ 4,600	0.1%
Permitting	\$ 84,970	2.7%
Technical Specifications	\$ 24,526	0.8%
Finalize Design Plans	\$ 24,972	0.8%
Service During Bidding including Plans	\$ 20,774	0.7%
Design	\$ 125,298	4.0%
TOTAL	\$ 370,350	11.8%

* 226th, 96th, access to Pond B, existing conveyance system downstream of Home Depot, LS 18 area, and SR 410 crossing.

** 2 at SR 410 crossing & 4 along deep sewer sections

Bid Documents (not including Permitting, Capacity Analysis and Basin Plan)	\$ 245,106	7.8%
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The costs do not include any premium to fast track the project and our based on the current construction climate. Please note that the actual “design” costs (\$125k) are about equal to the permitting and surveying costs (\$115k). The design of the proposed lift station is probably the most straight forward of all the elements because of the City’s standard details. However, design for

retrofitting LS 18, deep boring pits for the SR 410 crossing, and deep gravity sewer all require a more detailed effort.

Overall, the total effort required to produce bid documents (not including permitting and the basin plan and capacity analysis) is less than 8% of construction costs.

Let's discuss what other items we can provide to help clarify the costs.

Geoffrey G. Dillard, P.E.

Regional Manager

RH2 Engineering, Inc.

One Pacific Building

621 Pacific Avenue, Suite 104

Tacoma, WA 98042



Memorandum From
Daniel L. Grigsby, P.E.
Director, Public Works Department

Date: 30 July 2010

To: Mayor Johnson and City Council

Topic: Placement of Public Utilities In Roadways In Eastown

I continue to be asked why the sewer line cannot be built next to SR410. Here is the explanation:

Public utilities (water, sewer, stormwater) are installed within the public roadway for several reasons. The primary reasons are:

1. When the city maintains, repairs, or replaces utility lines, we do not need to go onto private property to do so. We do not need to tear up and rebuild sidewalks, curb and gutter, landscaping, fences or other structures built by the property owners.
2. We place utilities in the lower volume traffic road so we do not need to interfere with traffic on the higher volume road for maintenance/repairs.
3. If there is a leak of the sewer/water line, damage to private property is minimized.
4. Placing public ("wet") utilities in the street separates them from private ("dry") utilities. This results in less conflict in the limited area adjacent to the street for utilities and minimizes damages to each utility's infrastructure.

Placing the sewer line next to SR410:

1. WSDOT does not want utilities to be placed under their paved surfaces except to cross under the road. Where it is necessary to do so, the cost to comply with WSDOT design standards is high.
2. In Eastown, WSDOT is using up most of the ROW for widening. To put the sewer line parallel to SR410 would necessitate purchase of additional easements from private property owners. The cheaper alternative is to place them within existing road ROWs (96th Street) or the future frontage roads in Eastown without additional costs to the city.
3. Installation adjacent to SR410 would require cut, fill, and construction of retaining walls as well as much deeper sewer lines in some locations...unlike putting the sewer line under the existing roadway on 96th Street or under the future frontage roads.
4. Installation adjacent to SR410 would require construction of sewer lines much deeper than is practical for maintenance purposes. The only alternative to this is construction of additional sewer lift stations, which are not cost effective to build or to maintain.
5. Constructing the sewer line adjacent to SR410 means that every time we need access to the sewer line and manholes for maintenance or repair, we would be blocking traffic on SR410 with our equipment.
6. Constructing the sewer line adjacent to SR410 limits what can be built adjacent to SR410 by property owners/developers.

8720 Main Street E.
P.O. Box 7380
Bonney Lake, WA 98391-0944

Page 1 of 2

(253) 447-4347
FAX (253)826-1921
grigsbyd@ci.bonney-lake.wa.us

7. Placing the public utility lines (wet utilities) adjacent to SR410 would place city utilities in competition with private utilities (dry utilities such as power, gas, and telephone/data lines, etc.) needing the same area to place utility lines underground. All utility lines in Easttown are required to be placed underground when development occurs per Bonney Lake Municipal Code 12.04.005.
8. WSDOT SR410 construction cannot be delayed until we reach 30% design on our sewer project. Once we reach 30% design for the new sewer lift station site, we will know where the gravity and sewer lines need to go. At that time, location of necessary easement and width can be determined. If we place sewer lines adjacent to SR410, we would need to tear up some of the sidewalks/retaining walls being built now by WSDOT.
9. Yes, we did place the water line adjacent to SR410 from 214th Avenue to 221st Avenue. This was done due to unique topography and based on where the existing water line was. The water line is under pressure and can be run at a constant depth under the ground unlike sewer lines that must have a slope in them. Unlike sewer lines that flow in one direction, we need the water line to loop in order to serve the Compass Pointe development in the future. The rest of the loop will be built under Compass Pointe roads and 96th Street when Compass Pointe develops. Construction of this water line had to occur during the widening of SR410. WSDOT built this water line extension much cheaper than the City could have.

In summary, when we developed the Easttown Sub-Area Plan, we had an opportunity to build the public infrastructure (roads and utilities) in a way that would minimize construction costs, minimize maintenance costs and maximize service to our customers. We have a one time opportunity to develop a master plan for public infrastructure throughout this entire area, instead of designing it one development at a time. This will benefit all property owners equally instead of giving priority to the first developments to be built. I believe that we will accomplish these goals with this plan. We will be flexible where possible, without disrupting the long term benefits of having prepared this plan as early as we did; such as, approving an alternate route for the sewer line in the Northern Frontage road.

If you have any ideas you would like me to explore further for you, please let me know.

Very Respectfully,



DAN

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 RHA ("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 C; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

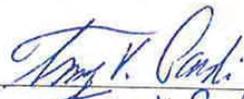
17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting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

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

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By: 
Tony V. Pardi, V.P.

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:

Exhibit A
SCOPE OF WORK
City of Bonney Lake - Eastown Sewer Service Area
Eastown Sewer Lift Station Design and Lift Station 18 Improvements
Professional Engineering Services
July 14, 2010

BACKGROUND

In 2008 RH2 Engineering, Inc. (RH2) completed a Comprehensive Sewer System Plan (SSP) for the City of Bonney Lake (City), which included a conceptual layout for the commercial area known as Eastown. This concept was adopted and further supplemented to create a plan for development of this area. Currently, the City would like to move forward with the fundamental improvements necessary to serve this area, including, a proposed lift station (Eastown Lift Station), capacity improvements at an existing downstream lift station (Lift Station 18), the downstream force main and gravity mains necessary to serve the new lift station, and the core upstream collection system necessary to serve this new basin.

Overall, this project includes the construction of a new lift station, the retrofitting of an existing lift station, the construction of 7,200 linear feet (LF) of sewer main and one bored crossing of State Route 410 (SR 410). The City has tasked RH2 with the basin analysis and the design of these facilities.

Originally, two potential sites were available for the new lift station: (1) the Bowen property and (2) the Washington Department of Transportation (WSDOT) Pond B site. Based on the meetings between RH2 and the City, including site visits to both sites, it was decided that the WSDOT Pond B site is the most suitable for the proposed Eastown Lift Station. The Pond B site has two locations that may be suitable for the proposed lift station. RH2 will assess and evaluate both locations in terms of constructability, construction costs, accessibility, site security and maintenance issues. Once the final location is selected, RH2 will design a new lift station facility based on the City's established design standards.

Data presented in the SSP indicates that Lift Station 18 operates near design capacity and will not be able to accommodate the additional flows from the Eastown basin. The current condition of this facility needs to be assessed and improvements made to continue operation at the City's desired level of service.

A force main and gravity sewer will connect the proposed lift station to the existing system. The force main will be constructed from the new lift station and will extend west along 96th Street East to discharge into a proposed manhole in front of the City's Peaking Storage site (approximately 2,600 LF). The sewage will then flow by gravity from 96th Street East to the existing Home Depot system near the intersection of 214th Avenue East and 96th Street East (approximately 1,200 LF). A proposed crossing of SR 410 may also be necessary to increase the existing conveyance capacity to Lift Station 18 (approximately 300 LF). In addition, the Home Depot sewer system will need to be surveyed in order to verify its capacity.

Additionally, the City would like to construct the backbone of the gravity sewer system necessary to serve the main Eastown area. These improvements will put in place the core backbone of a system necessary to collect sewage from the areas north and south of SR 410 and convey it to the proposed lift station (approximately 3,100 LF). See **Exhibit D** for the location of the lift stations and proposed sewer main alignments.

MAJOR SCOPE ELEMENTS

For this Scope of Work the project is divided into two phases. The first phase includes the lift stations and downstream conveyance system improvements necessary to accommodate the Eastown development. The second phase can be accomplished now or at a later date and includes the core upstream elements necessary to construct the backbone collection system to serve the main areas of Eastown.

The major elements of this Scope of Work are summarized below.

PHASE 1

- Element I – Eastown Lift Station Site Evaluation and Capacity Analysis:
 - Site feasibility evaluation to determine the best location on the Pond B site for the proposed Eastown Lift Station.
 - Analysis to determine the required capacity of the proposed Eastown Lift Station and force main. Analysis to include loads from Mountain Creek development for built out capacity of proposed station.
 - Conceptual design for the collection system necessary to serve the Eastown area.
 - Capacity analysis to determine the necessary upgrades at Lift Station 18 to accommodate the Eastown area. It is assumed the upgrades to accommodate the additional capacity of the proposed Washington State University (WSU) development and to serve the existing Mountain View development will not be included at this time.
 - Capacity analysis of the existing gravity main from the Home Depot system to Lift Station 18, including a SR 410 crossing.
 - Determine percentage of Eastown Lift Station loading that is feasible with minor improvements to Lift Station 18.
- Element II – Eastown Lift Station Design.
 - Design will be based on the City’s established standard details.
 - Prepare legal description and site plan for property to be purchase from WSDOT.
- Element III – Lift Station 18 Improvements.
 - Determine the improvements necessary to accommodate the additional flow from the proposed Eastown Lift Station including upstream/downstream sewer lines and necessary easements.
 - Prepare a design of the required upgrades to Lift Station 18.
- Element IV – Lift Station Specification and Bid Documents
 - Prepare technical specifications for Elements II and III.
 - Prepare bid documents.
 - Provide engineering services during the bidding process.
- Element V – Downstream Force Main and Gravity Sewer Design.
 - Design a force main to connect the proposed Eastown Lift Station to the proposed gravity system.
 - A gravity sewer design has already been prepared as part of the City’s proposed Public Works Yard project located at the Peaking Storage site on 96th Street

East. This scope includes the effort necessary to incorporate that design into the contract documents to be bid as part of this Eastown project.

- o Design a SR 410 crossing and connection from the Home Depot system to Lift Station 18.
- Element VI – Permitting and Sub-consultant Coordination for the Lift Stations and Downstream System.

PHASE 2

- Element VII – Upstream Gravity Sewer Collection System Design.
 - o Design a gravity sewer upstream of the proposed Eastown Lift Station based on the conceptual design completed in Element I. This sewer main will be located along 96th Street East and along 226th Avenue East to the north side of SR 410.
 - o Prepare legal descriptions of necessary easements.
- Element VIII – Permitting for the Upstream Gravity Sewer System.

Included in the above elements are the following assumptions.

- RH2 will provide 50 percent, 90 percent (permit ready) and final construction plans, specifications and construction cost estimates for each of the four design elements of this scope (new lift station, Lift Station 18 upgrades, downstream force main and gravity sewer, and upstream gravity sewer collection system). For bidding purposed, it is assumed that there will be three separate projects. The design elements will be combined as follows.
 - o Bid No. 1 Lift Station 18 and Eastown Lift Station.
 - o Bid No. 2 Downstream Force Main, Gravity Sewer and SR 410 Crossing.
 - o Bid No. 3 Upstream Gravity Sewer.
- The bid documents will be delivered to the City in PDF format. Hard copies of the final plans and bid documents will be produce for RH2 and City archives.
- Support services during bidding to include up to two addenda during each bidding process for answering contractor questions, review of bidder qualifications and preparation of the letter of recommendation to award. Additional services for support during bidding can be authorized by amendment to this Scope of Work.
- Additional services for construction administration and observation can be authorized by amendment to this Scope of Work.

PHASE I

ELEMENT I – EASTOWN LIFT STATION SITE EVALUATION AND CAPACITY ANALYSIS

Task 1: Site Evaluation

This Scope of Work is limited to evaluating two potential locations at the WSDOT Pond B site. The City will provide wetland delineation; cultural resources review, and obtain necessary easements.

1. Evaluate the impacts to site of the cultural resources review information provided by the City.
2. Review existing topographic survey information and prepare two schematic site plans.
3. Evaluate the advantages and disadvantages for each location alternative and prepare a recommendation.

4. Provide up to 10 hours of RH2 staff time to support the City during easement acquisition process.

Task 2: Capacity Analysis

RH2 will perform a basin analysis based on available development data to size the proposed Eastown Lift Station and sewer improvements. The facilities will be sized for the 10-year and 20-year planning horizons. The City will provide Lift Station 18 as-builts, basin boundaries, growth projections and loading factors to be used in this analysis. In addition, RH2 will analyze the existing pumping capacity of Lift Station 18 to assess necessary improvements.

1. Meet with City staff to determine the service area boundary, preferred sewer alignments, establish adequate loading parameters and facility operation goals.
2. Obtain relevant data and perform basin analysis.
3. Field visit to Lift Station 18 to confirm as-built information and document the condition of the facility.
4. Analyze Lift Station 18 pumping data for remaining capacity.
5. Analyze existing capacity of the sewer mains downstream of Home Depot.
6. Prepare Basin Plan for the Eastown area showing core alignments and documenting sizing criteria and results.
7. Meet with City staff to report findings and sizing of the lift stations.

For the purpose of this scope the following assumptions have been made.

- Capacity for the existing Mountain Creek development will be included in the capacity analysis of the proposed Eastown Lift Station. The connection to Mountain Creek is not part of this contract.
- Capacity for the proposed WSU development and existing Mountain Creek development will not be included in the capacity analysis of Lift Station 18.
- The City prefers that only limited upgrades be made to Lift Station 18 at this time since future improvements will be needed for the WSU and Mountain Creek developments. RH2 will only analyze the pumping capacity of Lift Station 18. Upgrades to the wetwell capacity and replacing existing electrical equipment are not included in this scope.
- Improvements will be recommended based on the City's input and goals for level of service.
- The conveyance system downstream of Lift Station 18 is assumed to be properly sized and in good working condition. Its analysis is not part of this Scope of Work.

Deliverables

1. City deliverables
 - Cultural resources review information for the WSDOT Pond B site.
 - Basin development planning concepts.
 - As-builts for Lift Station 18.
 - Access easement.
 - Water consumption data, historical Lift Station 18 operational data, and other available basin data.
2. RH2 deliverables
 - Base map of location alternatives.

- Proposed Basin Plan.
- Proposed capacity for the proposed Eastown Lift Station.
- Proposed capacity improvements for Lift Station 18.
- Proposed improvement concepts for conveyance improvements downstream of the Home Depot system.

ELEMENT II – EASTOWN LIFT STATION DESIGN

Task 1: Design Plans

Develop design plans for the proposed Eastown Lift Station based on the capacity analysis and site location recommendations of Element I.

1. Obtain survey for Pond B site and proposed access road. Coordinate with the RH2 sub-consultant land surveyor to provide horizontal and vertical survey control and topographic information, including all surface features, underground utilities, topography, roadway and utility alignments, rights-of-way, property lines and easements. Coordinate pre-marking of the existing water, sewer and gas mains; power; telephone; television (cable); and other services prior to the survey. Contact utility companies to obtain current as-built drawings for the project area. It is assumed the City will obtain the drawing from WSDOT Pond B construction that is currently ongoing. Field visits will be performed to confirm survey information.
2. Format survey data for use in AutoCAD 2007, prepare a preliminary site plan and provide information for legal descriptions.
3. Provide up to 20 hours of limited geotechnical review of the site. RH2 staff will review available geotechnical information from WSDOT and conduct a site visit to evaluate potential concerns and make design recommendations. This Scope of Work and Fee Estimate may need to be expanded if concerns are discovered during this limited site review. The City will provide backhoe for geotechnical exploration.
4. Size and select pumps based on results and recommendations from Element I.
5. Perform structural calculations for the proposed Eastown Lift Station building, fence, and gate.
6. Prepare design plans for the proposed improvements based on the City's existing lift station standard details.
7. Incorporate the City's standard requirements into the development of mechanical plans and elevations.
8. Prepare electrical and telemetry plans.
9. Prepare for and attend meetings with City staff for 50 and 90 percent design reviews.
10. Incorporate review comments based on 50 and 90 percent design review meetings.

Deliverables

1. City deliverables
 - All necessary easements.
2. RH2 deliverables
 - Survey for Pond B site.
 - Standard design plan sheets and engineer's estimate for 50 and 90 percent review and final plans. Three half-size sets each at 50 percent, 90 and 99 percent review.

ELEMENT III – LIFT STATION 18 IMPROVEMENTS

Task 1: Design Plans

Develop design plans for the Lift Station 18 improvements based on the recommendations of Element I. It is assumed that the larger pumping capacity will only require minor electrical upgrades such as breaker replacements and upsizing wire. Subsequent authorization is needed if the City requires bigger pumps that will need all electrical equipment upgrades. City will determine existing easements and property to be surveyed.

1. Obtain site survey for the Lift Station 18 area. Coordinate with the RH2 sub-consultant land surveyor to provide horizontal and vertical survey control and topographic information, including all surface features, underground utilities, topography, roadway and utility alignments, rights-of-way, property lines and easements. Coordinate pre-marking of the existing water, sewer and gas mains; power; telephone; television (cable); and other services prior to the survey. Contact utility companies to obtain current as-built drawings for the project area.
2. Format survey data for use in AutoCAD 2007 and prepare a preliminary improvements plan. Meet with City staff to verify extent of improvements.
3. Size and select pumps.
4. Evaluate impacts of larger pumps on Lift Station 18.
5. Prepare minor electrical and control modifications to accommodate upgrades.
6. Develop design plans for the proposed improvements.
7. Prepare for and attend meetings with City staff for 50 and 90 percent design reviews.
8. Incorporate review comments based on 50 and 90 percent design review meetings.

Deliverables

1. City deliverables
 - All necessary easements.
2. RH2 deliverables
 - Survey of existing Lift Station 18 area.
 - Standard design plan sheets and engineer's estimate for 50 and 90 percent review and final plans. Three half-size sets each at 50 percent, 90 and 99 percent review.

ELEMENT IV – LIFT STATION SPECIFICATIONS AND BID DOCUMENTS

Task 1: Specifications and Bid Documents

Complete preliminary specifications and construction cost estimate.

1. Prepare specifications using the RH2 technical specifications tailored for this project.
2. Update the standard specifications and general conditions as warranted for this project.
3. Prepare bid documents for the City's review.
4. Prepare a budget level construction cost estimate at 30 percent design.
5. Prepare review sets and obtain City staff comments.

Task 2 – Finalize Plans, Specifications and Bid Documents

Finalize construction plans, cost estimates and specifications.

1. Finalize plans and perform an in-house, detailed engineering review of the construction design plans to ensure quality and conformance with project requirements and City standards.
2. Attend a meeting with City staff to review final plans and specifications and obtain staff comments.
3. Revise plans, specifications and bid documents per the in-house review and City input.
4. Prepare bid quantities and an engineer’s construction cost estimate based on the final plans.

Task 3 – Services During Bidding and Award

Provide engineering services during the bidding and award processes of the project. It is assumed that RH2 will not attend bid opening and that the City will prepare bid tabulation.

1. Produce documents for bidding and prepare the bid advertisement for newspapers. The City will submit the advertisement to newspapers. City will distribute bid documents and maintain the planholder’s list.
2. The City will receive and tabulate all inquiries and forward as necessary to RH2 for response. RH2 will prepare up to two addenda for City distribution as necessary.
3. Prepare construction plan sets and specifications for pre-construction meeting.

Deliverables

1. City deliverables
 - Bid tabulation.
2. RH2 deliverables
 - Survey of existing Lift Station 18 area.
 - Standard design plan sheets and engineer’s estimate for final review. Final construction cost estimate will be provided to the City during the final review.
 - Two sets of draft specifications will be provided at 90 percent review and final review for City comment and approval.
 - The bid documents including the plans will be provided to bidders in PDF format. A total of 8 sets of bid documents: 5 sets for City use and 3 sets for RH2’s files and staff use during bidding. It is assumed that the plan set will consist of a maximum of 30 sheets.
 - Up to two addenda.
 - Three full-size and three half-size construction plan sets.

ELEMENT V – DOWNSTREAM FORCE MAIN AND GRAVITY SEWER DESIGN

Task 1: Force Main Design

Develop construction plans for the force main that will connect the proposed Eastown Lift Station to the proposed gravity sewer main to be located on 96th Street East near the City’s Peaking Storage site.

1. Obtain site survey for the force main alignment. Coordinate with the RH2 sub-consultant land surveyor to provide horizontal and vertical survey control and topographic information, including all surface features, underground utilities, topography, roadway and utility alignments, rights-of-way, property lines and easements. Coordinate pre-marking of the existing water, sewer and gas mains; power; telephone; television (cable); and other services prior to the survey.

- Contact utility companies to obtain current as-built drawings for the project area. Format survey to create design base map.
2. Provide up to 4 hours of limited geotechnical investigation to ascertain further exploration needs. Incorporate investigation results in the construction plans.
 3. Perform a field visit to verify survey data.
 4. Create a preliminary alignment and perform a walkthrough of the proposed alignment with City staff to verify proposed improvements and select a final alignment.
 5. Develop construction plans for the proposed force main to include Pierce County Critical Areas requirements for the four Fennel Creek Tributaries' crossings as recommended in Element VI of this scope.
 6. Develop connection details and other miscellaneous sewer details.
 7. Prepare for and attend meetings with City staff for 50 and 90 percent design reviews.
 8. Incorporate review comments based on 50 and 90 percent design review meetings.

Task 2: Gravity Sewer Design

Incorporate the existing RH2 design of the proposed Public Works Yard gravity sewer main and connection to the City's system at Home Depot into the project plan set.

1. Incorporate the design of the proposed gravity sewer main and develop construction plans.

Task 3 – SR 410 Crossing (Connection to Lift Station 18) at 213th Avenue East

1. Obtain site survey for the SR 410 crossing and sewer system between Home Depot and Lift Station 18. Coordinate with the RH2 sub-consultant land surveyor to provide horizontal and vertical survey control and topographic information, including all surface features, underground utilities, topography, roadway and utility alignments, rights-of-way, property lines and easements. Coordinate pre-marking of the existing water, sewer and gas mains; power; telephone; television (cable); and other services prior to the survey. Contact utility companies to obtain current as-built drawings for the project area. Format survey to create a design base map.
2. Provide up to 8 hours of limited geotechnical investigation to ascertain further exploration needs. Incorporate investigation results in the construction plans.
3. Perform site visit to verify survey data.
4. Prepare a design for the SR 410 boring crossing and preliminary construction cost estimate. It is assumed that any required permitting or coordination with WSDOT and the City will be handled by City staff.
5. Prepare for and attend meetings with City staff for 50 and 90 percent design reviews.
6. Incorporate review comments based on 50 and 90 percent design review meetings.

Task 4 – Prepare Specifications and Bid Quantities

Complete preliminary specifications and a construction cost estimate.

1. Prepare specifications using the RH2 technical specifications tailored for this project.
2. Update the standard specifications and general conditions as warranted for this project.

3. Prepare bid documents for the City’s review.
4. Prepare a budget level construction cost estimate at 30 percent design.
5. Prepare review sets and obtain City staff comments.

Task 5 – Finalize Plans, Specifications and Bid Documents

Finalize construction plans, cost estimates and specifications.

1. Finalize plans and perform an in-house, detailed engineering review of the construction design plans to ensure quality and conformance with project requirements and City standards.
2. Attend a meeting with City staff to review final plans and specifications and obtain staff comments.
3. Revise plans, specifications and contract documents per the in-house review and City input.
4. Prepare bid quantities and engineer’s cost estimate based on the final plans.

Task 6 – Services During Bidding and Award

Provide engineering services during the bidding and award processes of the project.

1. Produce construction documents for bidding and prepare the bid advertisement for newspapers. The City will submit the advertisement to newspapers.
2. The City will receive and tabulate all inquiries and forward as necessary to RH2 for response. RH2 will prepare necessary addenda.
3. Prepare construction plan sets for pre-construction meeting.

Deliverables

1. City deliverables
 - Bid tabulation.
2. RH2 deliverables
 - Survey of downstream 96th Street East ROW.
 - Survey of SR 410 crossing area.
 - Standard design plan sheets and engineer’s estimate for 50 and 90 percent review and final plans. Three half-size sets each at 50 percent, 90 percent and final review. Final construction cost estimate will be provided to the City during the final review.
 - Two sets of draft specifications will be provided at 90 percent review and final review for City comment and approval.
 - The bid documents including the plans will be provided to bidders in PDF format. A total of 8 sets of bide documents: 5 sets for City use and 3 sets for RH2’s files and staff use during bidding. It is assumed that the plan set will consist of a maximum of 20 sheets.
 - Up to two addenda.
 - Three full-size and three half-size construction plan sets.

ELEMENT VI – PERMITTING AND SUB-CONSULTANT COORDINATION FOR THE LIFT STATIONS AND DOWNSTREAM SEWER SYSTEM

For the purpose of this scope the following assumptions have been made.

- RH2 will have the primary permitting responsibility for this project with assistance from the City as needed. Due to the difficulty in predicting the necessary coordination involvement required with Pierce County the fee estimate is limited to the hours listed. Additional authorization may be needed based on the level of Pierce County coordination involved.
- Building, fire, ROW, driveway, gate, Administrative Design Review (ADR), tree conservation and landscape permitting for the proposed Eastown Lift Station will be done through Pierce County.
- All permitting for the Lift Station 18 improvements will be done through the City.
- The City will be the lead agency for the State Environmental Policy Act (SEPA) which will cover all projects.
- The City will be the lead agency for the site development permitting for the Eastown Lift Station.
- WSDOT will allow the City to construct the proposed improvements for the SR 410 crossings, which will be accomplished via borings.
- The lift station locations are outside any wetland buffer. Wetland permitting or mitigation for the lift stations are not required and are not reflected in this scope.
- The City will be responsible for coordinating permitting activities for SR 410 crossing.
- The City will coordinate with Home Depot and Safeway for the construction easements necessary for these improvements.
- All necessary utility, access, and temporary easements will be obtained by the City.
- It is assumed that a Conditional Use Permit will not be required for this project.
- It is assumed frontage improvements will not be required for this project; therefore, frontage improvements are not part of this scope.
- It is assumed that access road improvements will not be required for this project. It is assumed that the access road will be restored to original conditions and a gate will be installed at the entrance of the WSDOT property.

Task 1: Eastown Lift Station Permitting

Assist the City with permitting requirements for this element of the project. This effort includes preparing applications for building, landscaping, planning, ROW, site development, grading and environmental permit requirements.

1. Provide City staff technical information for preparation of SEPA checklist.
2. Coordinate with City staff and prepare building permit forms for proposed improvements.
3. Coordinate with City staff and prepare planning and land use forms and permit applications.
4. Coordinate with City staff and prepare grading permit forms and plans applicable to proposed improvements. Incorporate these items into the construction and contract plans.
5. Coordinate with City staff and prepare site development forms and permit applications. Incorporate these items into construction and contract plans.
6. Coordinate with City staff and prepare stormwater, temporary erosion control and site development permit applications and reports.

7. Provide up to 10 hours of RH2 staff time to coordinate with City and WSDOT representatives for easement amendment and negotiation.
8. Prepare landscaping plan, site inventory, and tree conservation plan as required by permits.
9. Coordinate, prepare for and attend predevelopment conference at Pierce County.
10. Coordinate, prepare for and attend building and fire conference at Pierce County.
11. Coordinate, prepare for and attend intake meeting at Pierce County.

Task 2: Lift Station 18 Upgrades Permitting

Coordinate with City staff during permitting activities. This effort includes preparing applications for building permit and coordinating with City staff.

1. Coordinate with City staff and prepare building permit forms for proposed improvements.

Task 3: Downstream Force Main and Gravity Sewer Permitting

Assist the City with permitting requirements for this element of the project. This effort includes preparing applications for ROW, excavation and environmental permit requirements.

1. Coordinate with City staff and prepare excavation permit forms and plans applicable to proposed improvements. Incorporate these items into the construction and contract plans.
2. Coordinate with City staff and prepare ROW permit forms and applications.
3. Provide up to 10 hours of RH2 staff time to coordinate with City and WSDOT for SR 410 crossing.
4. Provide up to 10 hours of RH2 staff time to coordinate with City staff, Home Depot, and Safeway.
5. Perform a site visit to characterize and delineate critical areas within the alignment Pierce County Critical Areas Code. It is assumed that four Fennel Creek Tributaries will be crossed by this alignment.
6. Prepare Critical Areas Report and Joint Aquatic Permit Application (JARPA) for Hydraulic Project Approval (HPA).

Task 4: Sub-consultant Coordination

Assist the City with the coordination of sub-consultants. It is anticipated that a surveyor and a landscape architect will be needed for this project.

1. Coordinate with landscape architect to develop landscaping plan, site inventory, and tree conservation plan. Landscaping will be designed to provide screening of the proposed emergency generator building and the wetwell from the adjacent neighbors. Landscape architect will be contracted through RH2.
2. Coordinate with the City's wetland specialist for delineation of wetlands and wetland buffers. Wetland specialist will be contracted directly through the City.

Deliverables

1. City deliverables
 - All permit fees shall be paid for by the City.
 - Wetland delineation.

2. RH2 deliverables

- Landscape plans for the proposed Easttown Lift Station as required by reviewing agencies.
- Completed permit application forms and background documentation for submittal to authorities with jurisdiction.

NOTE: The following Permits are included in this Scope of Work and Fee Estimate:

- Building;
- Fire;
- ROW;
- Driveway and turnaround;
- Gate;
- Clearing and Grading;
- ADR;
- Emergency Vehicle Access (EVA);
- SEPA (support to City only);
- JARPA/IIPA;
- Critical Area Compliance Report;
- Site Inventory;
- Tree conservation; and
- Site development.

Services for additional permits or resubmittals will be accommodated by amendment to this Scope of Work as required.

PHASE II**ELEMENT VII – UPSTREAM GRAVITY SEWER DESIGN****Task 1: Gravity Sewer Collection System Design**

Based on the analysis and sizing performed in Element I, develop preliminary and construction plans for the gravity sewer collection system design. The Easttown sewer basin is located east and south of the proposed Easttown Lift Station. The proposed alignment for this section of sewer main is east along 96th Street East from the proposed Easttown Lift Station and then south along the 226th Avenue East corridor to SR 410 (north side). For this Element, the following assumptions have been made.

- It is assumed is assumed that critical area compliance will not be required for this element.
- The fence on the Watt property (driving range) will not be impacted by this alignment.
- The proposed alignment will be outside any wetland, wetland buffers or critical area and that critical area compliance will not be required.
- The alignment will be 50 feet away from the private well on the adjacent property owned by Jason West (parcel number 0519025014).

Obtain site survey for the sewer alignment along 96th Street East ROW and 226th Avenue East corridor, Rocky and Bowen properties. Format survey to create design base map. RH2 will be responsible for contracting efforts with surveyor.

1. Provide up to 24 hours of limited geotechnical investigation including four borings of deep sewer section. Also, ascertain further exploration needs. Incorporate investigation results in the construction plans.
2. Site reconnaissance to ground truth the survey drawing information.
3. Develop preliminary gravity sewer alignment based on the conceptual design completed in Element I.
4. Meet with City staff to discuss preliminary alignment preliminary cost estimate.
5. Develop gravity sewer design plans.
6. Prepare for and attend meetings with City staff for 50 and 90 percent design reviews.
7. Incorporate review comments based on 50 and 90 percent design review meetings.

Task 2: Specifications and Bid Documents

Complete preliminary specifications and construction cost estimate.

1. Prepare specifications using the RH2 technical specifications tailored for this project.
2. Update the standard specifications and general conditions as warranted for this project.
3. Prepare bid documents for the City's review.
4. Prepare a budget level construction cost estimate at 30 percent design.
5. Prepare review sets and obtain City staff comments.

Task 3 – Finalize Plans, Specifications and Bid Documents

Finalize construction plans, cost estimates and specifications.

1. Finalize plans and perform an in-house, detailed engineering review of the construction design plans to ensure quality and conformance with project requirements and City standards.
2. Attend a meeting with City staff to review final plans and specifications and obtain staff comments.
3. Revise plans, specifications and bid documents per the in-house review and City input.
4. Prepare bid quantities and an engineer's construction cost estimate based on the final plans.

Task 4 – Services During Bidding and Award

Provide engineering services during the bidding and award processes of the project. It is assumed that RH2 will not attend bid opening and that the City will prepare bid tabulation.

1. Produce documents for bidding and prepare the bid advertisement for newspapers. The City will submit the advertisement to newspapers. City will distribute bid documents and maintain the planholder's list.
2. The City will receive and tabulate all inquiries and forward as necessary to RH2 for response. RH2 will prepare up to two addenda for City distribution as necessary.
3. Prepare construction plan sets and specifications for pre-construction meeting.

Deliverables

1. City deliverables
 - Bid tabulation.

2. RH2 deliverables

- Survey for upstream 96th Street East ROW and 226th Avenue East corridor.
- Standard design plan sheets and engineer's estimate for 50 and 90 percent review and final plans. Three half-size sets each at 50 percent, 90 percent and final review. Final construction cost estimate will be provided to the City during the final review.
- Two sets of draft specifications will be provided at 90 percent review and final review for City comment and approval.
- The bid documents including the plans will be provided to bidders in PDF format. A total of 8 sets of bid documents: 5 sets for City use and 3 sets for RH2's files and staff use during bidding. It is assumed that the plan set will consist of a maximum of 24 sheets.
- Up to two addenda.
- Three full-size and three half-size construction plan sets.

ELEMENT VIII – PERMITTING FOR THE UPSTREAM GRAVITY SEWER**Task 1: Upstream Gravity Sewer Permitting**

Assist the City with permitting requirements for this element of the project. This effort includes preparing applications for ROW, excavation, tree cutting and environmental permit requirements. For this Element it is assumed that the proposed alignment will be outside any wetland buffers and that critical area compliance will not be required.

1. Coordinate with City staff and prepare excavation permit forms and plans applicable to proposed improvements. Incorporate these items into the construction and contract plans.
2. Coordinate with City staff and prepare permit forms and applications for sewer main installation within wetland buffer area and critical area compliance.
3. Coordinate with City staff and prepare ROW permit forms and applications.

Deliverables

1. City deliverables
 - All permit fees shall be paid for by the City.
 - All necessary easements.
2. RH2 deliverables
 - Completed permit application forms and background documentation for submittal to authorities with jurisdiction.

NOTE: The following permits are included in this Scope of Work and Fee Estimate:

- ROW;
- SEPA (support to City only); and
- JARPA (done as part of Phase 1).

Exhibit B
 ESTIMATE OF TIME AND EXPENSE
 City of Bonney Lake - Eastown Sewer Service Area
 Eastown Sewer Lift Station Design and Lift Station 18 Improvements
 July 14, 2010

Description	Classification	Principal		Project Manager		Staff Engineer		Engineering Technician		Engr. Geologist		Word Processor		Total Hours	Total Labor	Subcontract Cost	Total Expense	Total Cost
		Professional VIII	Professional IV	Professional IV	Professional II	Professional I	Professional VI	Administrative II	Professional VI	Administrative II								
PHASE 1																		
Billings Rates																		
		\$ 160.00	\$ 148.00	\$ 120.00	\$ 118.00	\$ 167.00	\$ 84.00											
ELEMENT III - EASTOWN LIFT STATION DESIGN AND CAPACITY ANALYSIS																		
Task 1 - Site Evaluation																		
1.1	Obtain site survey and utility information	3	5	4	2	1	11	5	1,585					11	5		108	1,693
1.2	Review and perform basin analysis	2	2	4	4	4	12	5	1,650					12	5		229	1,879
1.3	Review and perform basin analysis	4	2	2	5	5	23	5	2,876					23	5		349	3,225
1.4	Review and perform basin analysis	5	2	2	2	1	10	1	1,450					10	1		133	1,583
Subtotal		14	11	11	13	7	56	15	7,571					56	15		743	8,314
Task 2 - Capacity Analysis																		
2.1	Attend meeting with City staff	4	4	4	4	2	18	5	2,438					18	5		233	2,671
2.2	Review and perform basin analysis	5	5	10	5	2	27	5	3,683					27	5		313	4,000
2.3	Review and perform basin analysis	6	12	12	12	2	29	5	3,923					29	5		358	4,281
2.4	Attend meeting with City staff	3	5	5	5	2	20	5	2,700					20	5		255	2,955
2.5	Analyze and prepare Home Design for Lift Station 18	10	17	12	12	1	29	5	3,693					29	5		329	4,022
2.6	Review and perform basin analysis	5	5	5	5	1	21	5	2,876					21	5		261	3,137
2.7	Prepare final and meet with City staff	5	5	5	5	4	24	5	3,375					24	5		296	3,671
Subtotal		36	69	69	69	18	134	32	20,220					134	32		2,072	22,292
ELEMENT III - EASTOWN LIFT STATION DESIGN AND CAPACITY ANALYSIS																		
Task 1 - Design Plans																		
1.1	Obtain site survey and utility information	3	3	3	3	2	12	5	1,750					12	5		143	1,893
1.2	Formulate and prepare preliminary design plans	2	2	2	2	16	20	5	3,250					20	5		453	3,703
1.3	Review and perform basin analysis	2	2	2	2	16	20	5	3,250					20	5		453	3,703
1.4	Review and perform basin analysis	2	2	2	2	16	20	5	3,250					20	5		453	3,703
1.5	Review and perform basin analysis	2	2	2	2	16	20	5	3,250					20	5		453	3,703
1.6	Review and perform basin analysis	2	2	2	2	16	20	5	3,250					20	5		453	3,703
1.7	Review and perform basin analysis	2	2	2	2	16	20	5	3,250					20	5		453	3,703
1.8	Review and perform basin analysis	2	2	2	2	16	20	5	3,250					20	5		453	3,703
1.9	Review and perform basin analysis	2	2	2	2	16	20	5	3,250					20	5		453	3,703
2.0	Review and perform basin analysis	2	2	2	2	16	20	5	3,250					20	5		453	3,703
Subtotal		23	23	23	23	184	230	5	7,500					230	5		2,706	10,206
ELEMENT III - EASTOWN LIFT STATION DESIGN AND CAPACITY ANALYSIS																		
Task 1 - Design Plans																		
1.1	Obtain site survey and utility information	1	2	2	2	2	9	5	1,210					9	5		143	1,353
1.2	Formulate and prepare preliminary design plans	1	10	6	10	30	27	5	7,350					27	5		543	7,893
1.3	Review and perform basin analysis	1	18	8	30	27	27	5	3,825					27	5		307	4,132
1.4	Review and perform basin analysis	1	10	6	10	30	27	5	3,750					27	5		402	4,152
1.5	Review and perform basin analysis	1	8	6	10	30	30	5	2,850					30	5		386	3,236
1.6	Review and perform basin analysis	1	4	4	12	12	12	5	1,650					12	5		197	1,847
1.7	Review and perform basin analysis	1	2	2	4	4	9	5	1,210					9	5		327	1,537
1.8	Review and perform basin analysis	1	54	40	82	3	180	5	25,044					180	5		2,815	30,259
Subtotal		11	111	68	118	118	306	5	41,803					306	5		4,096	46,899

Subtotal LIFT Station 18 Improvements														
Task	11	54	40	82	3	190	\$	25,094	\$	2,300	\$	2,815	\$	30,209
ELEMENT IV: LIFT STATIONS Specifications and Bid Documents														
Task 1 Specifications and Bid Documents														
1.1	3	10	6	-	3	22	\$	3,002	\$	-	\$	180	\$	3,182
1.2	3	4	6	-	4	17	\$	2,172	\$	-	\$	159	\$	2,331
1.3	3	4	6	-	4	19	\$	2,408	\$	-	\$	224	\$	2,632
1.4	3	2	6	-	2	15	\$	1,862	\$	-	\$	206	\$	2,168
1.5	3	4	6	-	4	15	\$	2,044	\$	-	\$	181	\$	2,225
1.6	15	24	30	-	15	88	\$	11,608	\$	-	\$	4,000	\$	12,608
Subtotal														
2	4	10	3	8	2	27	\$	3,672	\$	-	\$	552	\$	4,224
2.1	3	6	3	-	3	14	\$	1,852	\$	-	\$	422	\$	2,274
2.2	3	6	3	-	3	14	\$	1,852	\$	-	\$	422	\$	2,274
2.3	3	6	3	-	3	14	\$	1,852	\$	-	\$	422	\$	2,274
2.4	3	6	3	-	3	14	\$	1,852	\$	-	\$	422	\$	2,274
Subtotal														
3	13	20	12	18	10	81	\$	10,838	\$	-	\$	1,589	\$	12,427
Task 2 Finalize Plans, Specifications and Bid Documents														
2.1	4	10	3	8	2	27	\$	3,672	\$	-	\$	552	\$	4,224
2.2	3	6	3	-	3	14	\$	1,852	\$	-	\$	422	\$	2,274
2.3	3	6	3	-	3	14	\$	1,852	\$	-	\$	422	\$	2,274
2.4	3	6	3	-	3	14	\$	1,852	\$	-	\$	422	\$	2,274
Subtotal														
3	3	6	6	6	6	27	\$	3,506	\$	-	\$	1,162	\$	4,668
3.1	3	6	6	6	6	27	\$	3,506	\$	-	\$	1,162	\$	4,668
3.2	3	6	6	6	6	27	\$	3,506	\$	-	\$	1,162	\$	4,668
3.3	3	6	6	6	6	27	\$	3,506	\$	-	\$	1,162	\$	4,668
Subtotal														
3	9	18	10	10	14	61	\$	7,678	\$	-	\$	1,906	\$	9,584
Subtotal														
ELEMENT V: Downstream Force Main and Gravity Sewer Design														
Task 1 Force Main Design														
1.1	1	-	-	3	-	4	\$	564	\$	8,970	\$	270	\$	9,774
1.2	1	-	-	3	-	4	\$	668	\$	-	\$	-	\$	668
1.3	1	-	-	3	-	4	\$	668	\$	-	\$	-	\$	668
1.4	1	-	-	3	-	4	\$	668	\$	-	\$	-	\$	668
1.5	1	-	-	3	-	4	\$	668	\$	-	\$	-	\$	668
1.6	1	-	-	3	-	4	\$	668	\$	-	\$	-	\$	668
1.7	1	-	-	3	-	4	\$	668	\$	-	\$	-	\$	668
1.8	1	-	-	3	-	4	\$	668	\$	-	\$	-	\$	668
1.9	1	-	-	3	-	4	\$	668	\$	-	\$	-	\$	668
Subtotal														
2	10	12	12	21	4	63	\$	8,550	\$	8,970	\$	1,563	\$	19,103
Task 2 Gravity Sewer Design														
2.1	2	4	-	8	-	14	\$	1,782	\$	-	\$	283	\$	1,995
Subtotal														
2	2	4	-	8	-	14	\$	1,782	\$	-	\$	283	\$	1,995
Task 3 SR 410 Crossing (Connection to LIFT Station 18)														
3.1	1	-	-	10	-	11	\$	1,350	\$	3,680	\$	206	\$	5,276
3.2	1	-	-	10	-	11	\$	1,350	\$	3,680	\$	206	\$	5,276
3.3	1	-	-	10	-	11	\$	1,350	\$	3,680	\$	206	\$	5,276
3.4	1	-	-	10	-	11	\$	1,350	\$	3,680	\$	206	\$	5,276
3.5	1	-	-	10	-	11	\$	1,350	\$	3,680	\$	206	\$	5,276
3.6	1	-	-	10	-	11	\$	1,350	\$	3,680	\$	206	\$	5,276
Subtotal														
10	23	24	44	88	2	111	\$	15,023	\$	7,130	\$	2,371	\$	22,891
Task 4 Prepare Specifications and Bid Quantities														
4.1	1	3	-	4	-	5	\$	863	\$	-	\$	69	\$	932
4.2	1	3	-	4	-	5	\$	863	\$	-	\$	69	\$	932
4.3	1	3	-	4	-	5	\$	863	\$	-	\$	69	\$	932
4.4	1	3	-	4	-	5	\$	863	\$	-	\$	69	\$	932
4.5	1	3	-	4	-	5	\$	863	\$	-	\$	69	\$	932
Subtotal														
6	11	6	4	4	20	47	\$	5,231	\$	-	\$	670	\$	5,921

**EXHIBIT C
RH2 Engineering
SCHEDULE OF RATES AND CHARGES**

2010 HOURLY RATES

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Professional	IX \$188.00	Technician	IV \$120.00
Professional	VIII \$188.00	Technician	III \$112.00
Professional	VII \$180.00	Technician	II \$83.00
Professional	VI \$167.00	Technician	I \$78.00
Professional	V \$159.00	Administrative	V \$111.00
Professional	IV \$149.00	Administrative	IV \$93.00
Professional	III \$139.00	Administrative	III \$79.00
Professional	II \$130.00	Administrative	II \$64.00
Professional	I \$118.00	Administrative	I \$54.00

IN-HOUSE SERVICES

In-house copies (each)	8 1/2" X 11" \$0.07	CAD Plots	Large \$10.00
In-house copies (each)	8 1/2" X 14" \$0.08	CAD Plots	Full Size \$5.00
In-house copies (each)	11" X 17" \$0.14	CAD Plots	Half Size \$2.00
In-house copies (color) (each)	8 1/2" X 11" \$0.85	GIS System	Per Hour \$10.00
In-house copies (color) (each)	8 1/2" X 14" \$1.50	GIS Plots	Per Plot \$5.00
In-house copies (color) (each)	11 X 17" \$1.70	In-house Computer	Per Hour \$9.00
FAX (each sheet)	\$1.00	Mileage	Per Mile \$0.50
In-house CAD System	Per Hour \$25.00	Digital Camera	Per Day \$10.00
		Digital Camera	Per Week \$30.00
		Digital Camera	Per Month \$90.00

*Note: At project completion all digital photos can be supplied to the client on CD, upon request.

PURCHASED SERVICES

All subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current, most recent schedule of hourly rates are used for billing purposes. Payment for work accomplished shall be on the basis of hourly rates in effect at the time of billing plus direct expenses and outside services as stated in this Exhibit.

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

<u>Department / Staff Contact:</u> PW / Director Dan Grigsby	<u>Workshop / Meeting Date:</u> 14 Sep 2010	<u>Agenda Bill Number:</u> AB10-142
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2067	<u>Councilmember Sponsor:</u> Jim Rackley

Agenda Subject: Eastown Sewer Lift Station Site Utility Easement and Access Agreement with Charlotte Kontos

Proposed Motion: AB10-142 - Resolution 2067 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington Authorizing the Mayor to Sign the Eastown Sewer Lift Station 26 Site Utility Easement and Access Agreement with Charlotte Kontos.

Administrative Recommendation:

Background Summary: The Eastown Sewer Lift Station 26 is anticipated to be located on the same parcel that the WSDOT Stormwater Bond "B" is located on. A gravity sewer line will be run to that site and a pressure line will be run out of the site towards 214th Ave along 96th Street. These sewer lines would be installed in the right of way of the driveway owned by Charlotte Kontos located on 96th Street. This will also provide roadway access to this parcel for City crews to maintain the stormwater pond and future Lift Station 26. As compensation for granting this easement, the City will relocate the power and telephone lines serving the Kontos home. They will removed/abandoned and reinstalled in an easement through sewer Lift Station 9 located in the Mountain Creek subdivision on 230th Avenue. Additionally, the city will allow the Kontos home to connect their sewer system to Lift Station 9 when the Kontos property becomes part of a Comprehensive Urban Growth Area. The City would waive the then current sewer System Development Charge (SDC).

Attachments: Resolution 2067; Easement and Access Agreement; Eastown Future Sewer System Map; Cost Analysis

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

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 16 Aug 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 23 August 2010	Tabled To Date:

Signatures:

Director Authorization DLG	Mayor	Date City Attorney Reviewed
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COMMUNITY DEVELOPMENT COMMITTEE

Action Item #2

DATE: August 16, 2010

ORIGINATOR: Dan Grigsby

TITLE: PW Director

SUBJECT: Eastown Sewer Lift Station Site Utility Easement and Access Agreement with Charlotte Kontos

The Eastown Sewer Lift Station 26 is anticipated to be located on the same parcel that the WSDOT Stormwater Bond "B" is located on. A gravity sewer line will be run to that site and a pressure line will be run out of the site towards 214th Ave along 96th Street. These sewer lines would be installed in the right of way of the driveway owned by Charlotte Kontos located on 96th Street. This will also provide roadway access to this parcel for City crews to maintain the stormwater pond and future Lift Station 26. As compensation for granting this easement, the City will relocate the power and telephone lines serving the Kontos home. They will removed/abandoned and reinstalled in an easement through sewer Lift Station 9 located in the Mountain Creek subdivision on 230th Avenue. Additionally, the city will allow the Kontos home to connect their sewer system to Lift Station 9 when the Kontos property becomes part of a Comprehensive Urban Growth Area. The City would waive the then current sewer System Development Charge (SDC).

ORDINANCE/RESOLUTION: 2067

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		

Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	8-16-10	<i>[Signature]</i>	_____
Randy McKibbin	8-16-10	<i>[Signature]</i>	_____
Donn Lewis	8-16-10	<i>[Signature]</i>	_____

COMMITTEE COMMENTS: _____

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

Please schedule for City Council Meeting date of: August 24, 2010

Consent Agenda: Yes No

RESOLUTION NO. 2067

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO ESTABLISH AN
EASTOWN SEWER LIFT STATION SITE UTILITY EASEMENT AND ACCESS
AGREEMENT WITH CHARLOTTE KONTOS.**

Whereas, the City Council has determined to build the Eastown sewer lift station on a site other than the Compass Pointe Development; and

Whereas, the new site for the Eastown sewer lift station is located on the parcel owned by Washington State DOT and used for a WSDOT stormwater pond; and

Whereas, the City Council desires to move forward with design of the Eastown sewer lift station; and

Whereas, the City and WSDOT have entered into an agreement for the City to maintain the stormwater facility in the future; and

Whereas, the City needs access to the WSDOT owned parcel to maintain the WSDOT stormwater facility and future City Eastown sewer lift station;

Whereas, the best way to access the WSDOT owned parcel is on the driveway owned by Charlotte Kontos;

Now therefore, be it resolved; by the City Council of the City of Bonney Lake, Pierce County, that the Mayor is hereby authorized to enter into this agreement with Charlotte Kontos.

PASSED and adopted by the City Council this 24th day of August 2010.

Neil Johnson Jr., Mayor

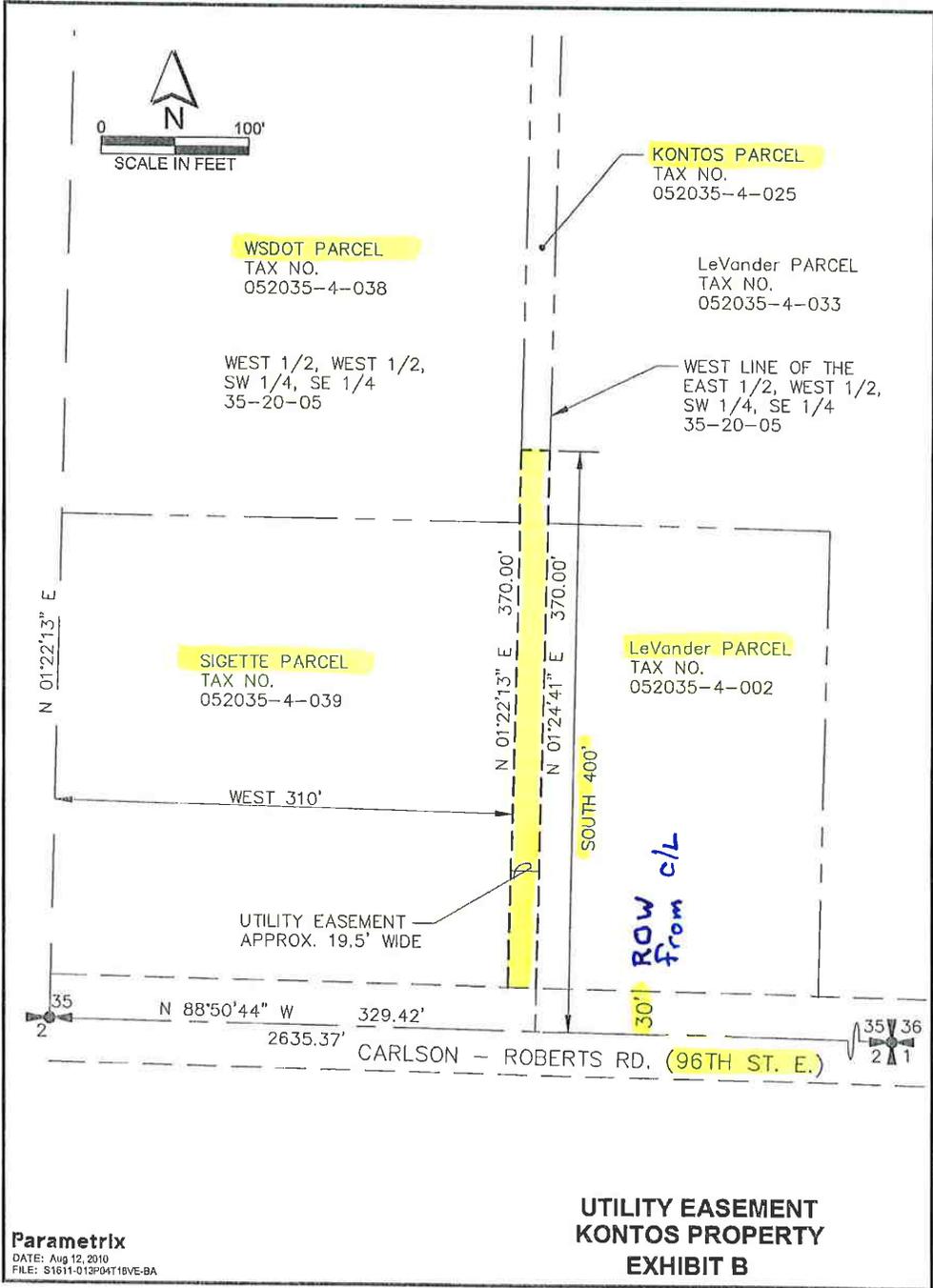
ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Offsetting Costs and Alternatives Considered:															
1. This easement is used for both the utility easement and to provide access to the WSDOT property in order to maintain the stormwater pond and sewer lift station.															
2. Kontos is a willing participant. Do not know whether two adjacent property owners (next to Kontos driveway) would be willing to sell easement for a driveway or would require ROW purchase at full assessed/marked value. They may not be interested in selling at all. <u>There is no cash payment for the Kontos easement.</u>															
3. Placing the driveway easement on the Sigette property would either place the sewer line very deep or involve construction of a new driveway with retaining walls next to the new driveway. If a driveway option is pursued (next to the Kontos driveway), the driveway would be built across a tributary to Fennel Creek; whereas, the Kontos driveway already crosses that tributary... E.g. SEPA issues for tributary buffer zone. <u>Out of pocket (cash) cost to city is 100% of negotiated amount versus Quid-Pro-Quo negotiation for Kontos driveway easement.</u>															
4. Placing the easement on the LeVander property. Same issues as the Sigette property, but existing driveway is in poor condition could be rebuilt. Do not know what utilities are in that driveway now (power, phone, etc.) Out of pocket (cash) cost to city is 100% of negotiated amount versus Quid-Pro-Quo negotiation for Kontos driveway easement.															
5. Placing the lift station on the WSDOT property. This will allow all current and future properties within the city limits to reach this lift station by gravity sewer line.															
6. Purchasing land from the Sigette or LeVander properties on which to build the lift station next to 96th Street. Would need to find land outside the buffer around the tributary. Would require purchase of 8-10,000 s.f. parcel with short platting. Would be more then we will need to pay the state for land on the WSDOT parcel. Potential that the elevation increase for building the lift station on 96th Street would increase construction costs or would prevent Compass Pointe and properties west of compass point from reaching the lift station by gravity sewer line. Land would need to be entirely outside the tributary buffer zone.															
7. Building lift station on Bowen Property. Much of the Bowen property is in a wetland or Fennel Creek tributary buffer zone. Placing the lift station on the far East corner of the Bowen property is where the future 57 foot wide mapped N-S street and frontage roads are to be built. Depending on the elevation of the lift station, sewer from Compass Pointe and the three properties west of Compass Pointe may not be able to flow by gravity to the lift station.															
8. Building lift station on Compass Pointe. Technically feasible, but unknown final cost and accessibility have been a problem.															
9. Building lift station on property north of Watt property. Unknown if property owner willing to sell 8-10K s.f. or for how much. Cost would be greater then for the WSDOT property. Would also need to purchase 57 foot ROW for future 126th Avenue mapped street. Potential that some properties in current and future city limits may not be able to reach the lift station by gravity sewer line.															
Conclusion:															
Negotiated Easement and Access Agreement with Kontos is a good deal.															



Pierce County Assessor-Treasurer ePIP

Parcel Map for 0520354025

08/27/2010 04:01 PM

Property Details	Taxpayer Details
Parcel Number: 0520354025	Taxpayer Name: KONTOS CHARLOTTE E
Site Address: 22305 96TH ST E	Mailing Address: 22305 96TH ST E
Account Type: Real Property	BUCKLEY WA 98321-9284
Category: Land and Improvements	
Use Code: 1101-SINGLE FAMILY DWELLING	

0520354025
★
Pierce County

RTSQ Maps: Normal (200 Scale) | Detailed (100 Scale)
For additional mapping options, visit [Public GIS](#)

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. **All critical information should be independently verified.**

"Our office works for you, the taxpayer"

**Pierce County Assessor-Treasurer
Dale Washam**
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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Pierce County Assessor-Treasurer ePIP

Land Characteristics for 0520354025

08/27/2010 04:01 PM

Property Details

Parcel Number: 0520354025
Site Address: 22305 96TH ST E
Account Type: Real Property
Category: Land and Improvements
Use Code: 1101-SINGLE FAMILY DWELLING

Taxpayer Details

Taxpayer Name: KONTOS CHARLOTTE E
Mailing Address: 22305 96TH ST E
BUCKLEY WA 98321-9284

Location:

LEA: 020108
RTSQQ: 05-20-35-42

Size

SF: 692,604
Acres: 15.90
Front Ft: 0

Amenities

WF Type: n/a
View Quality: n/a
Street Type: Street Unpaved

Utilities

Electric: Power Installed
Sewer: Sewer/Septic Installed
Water: Water Installed

Warning: Appraisal data provided is for informational purposes only and is incomplete for determination of value.

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. **All critical information should be independently verified.**

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www.piercecountywa.org/atr

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When recorded, return to:

City of Bonney Lake
P.O. Box 7380
Bonney Lake, WA 98391

Grantor: Charlotte Kontos

Grantee: City of Bonney Lake

Property: Tax Parcel Number 0520354025

EASEMENT AND ACCESS AGREEMENT

THIS EASEMENT AND ACCESS AGREEMENT is made this ____ day of _____, 2010, by and between Charlotte Kontos, ("Grantor"), and City of Bonney Lake, a Washington municipal corporation ("Grantee").

RECITALS

A. Grantor owns property located at 22305 96th Street East, Buckley, WA 98321 ("Grantor's Property"), which property (Tax Parcel Number 0520354025) consists of Grantor's private residence. Grantee owns property located on Tax Parcel Number 0520354038 ("Grantee's Property").

B. Grantee is in the process of designing the Easttown Sewer Lift Station on Grantee's Property, and in connection therewith has requested that Grantor convey to Grantee a non-exclusive twenty-foot-wide Utility and Access Easement, over, under and through a portion of Grantor's Property.

C. Grantor is willing to grant, declare and establish in favor of Grantee for the benefit of Grantee's Property an easement for the foregoing purposes over, under, across and through an existing driveway ("Driveway") on the Grantor's Property, subject to the terms and conditions hereof.

AGREEMENT

For good and valuable consideration, Grantor agrees to the following:

1. Grantor hereby conveys to Grantee a 20 foot-wide utility and access easement within an existing driveway located on Grantor's Property's ("Driveway"), more particularly described in Exhibit A to this Agreement and hereinafter called the "96th Street Easement." This easement shall extend 400 feet, from the edge of pavement on 96th Street north to the north side of a new gate at the entrance to the parcel containing WSDOT Stormwater Pond B and

the future Easttown Sewer Lift Station. The 96th Street Easement shall allow, but is not limited to, installation of underground sewer, water, electric line, telephone line (with any necessary vaults) and other utility services required to maintain and operate the Easttown Sewer Lift Station. No stormwater shall be directed onto or allowed to accumulate on the driveway from 96th Street. The existing stormwater culvert in the middle of the 96th Street Easement and drainage ditch to that culvert do carry stormwater from other properties and will remain subject to the terms herein.

2. Grantor shall retain the ability to use the Easement Area for ingress and egress to the Property, but shall not install any permanent fixtures or landscaping that interfere with the City's ability to access underground utilities for maintenance and inspection.

For good and valuable consideration, the City agrees to the following:

1. The City shall convey a utility easement to the Grantor's Property across the City's Sewer Lift Station 9 (LS-9) Property, hereinafter referred to as the "LS-9 Easement" and more particularly described in Exhibit B to this Agreement. This easement will extend from a point adjacent to the LS-9 manhole closest to the Grantor's Property crossing LS-9 parcel to 225th Avenue East in the Mountain Creek subdivision. This easement shall be used only for residential dry utilities serving the Grantor's Property, such as power, telephone, and cable television/data systems. It will not be used for a water line.
2. The City shall relocate existing utilities (electrical and telephone) currently serving the Grantor's Property by running the existing utilities through the LS-9 Easement and reconnecting utilities to the corresponding private utilities in the Mountain Creek subdivision. The power line extension will be made using a 1/0 cable and will include any vaults needed. Cable television/internet/data cable installation will be added at no additional cost to the grantor; however, this service will not be activated. Thereafter, monthly utility bills will be the responsibility of the grantor. The City will make reasonable efforts to achieve the relocation of these utilities with no disruptions in service. Work should be completed within two years of the date of this agreement, or such later time that is reasonable under the circumstances, subject to availability of funding.
3. The City shall waive the sewer System Development Charge (SDC) and any other permit fees for sewer hookup. Any sewer-service Latecomer Agreement obligation that may be created prior to 2015, when the Grantor connects to the City sewer system at LS-9, shall also be waived. This waiver is limited to one Residential Equivalent (RE) unit. The City further agrees that this one RE unit will not be subject to any sewer-service latecomer agreement that may be established to construct the Easttown Sewer Lift Station or that re-routes the sewer pressure line to 96th Street, which serves the Mountain Creek subdivision and LS-9. The Grantor shall be responsible for the costs of installing a sewer lateral and connecting it to the City sewer system. At this time, it is unknown when the Grantor will be allowed to connect to the sewer system due to state Growth Management Act restrictions.
4. After installing the sewer, dry water line, telephone cable/data utility lines to the sewer lift station, the City will rebuild the Grantor's driveway with an all-weather gravel surface.

5. The City shall, at no cost to the Grantor, replace the existing stormwater culvert, located approximately 193 feet north of 96th Street, underneath the Driveway, in the 96th Street Easement. The replacement culvert(s) shall be designed and sized to minimize the risk of flooding during heavy rain events, to avoid increased stormwater runoff into Fennel Creek, to minimize the normal water runoff from the driveway entering the wetland on the north end of the property, and to avoid sending stormwater running down 96th Street onto the driveway. The City shall install a drainage ditch/swale, if needed, to maintain stability of the Driveway. Sections of the Driveway that slope to this culvert shall continue to do so. Driveway stormwater runoff from the northern section of the 96th Street Easement shall be channeled to an infiltration gallery or other approved stormwater facility.
6. The City shall, at no cost to the Grantor, include a dry water line from 96th Street approximately 400 feet North, in the 96th Street Easement, to the North side of the gate that will be used to enter the WSDOT stormwater pond "B" property, at the north end of the 96th Street Easement. The water line capacity will be of sufficient size to serve any use by the city as set forth herein, plus one additional residential equivalent. The City may use this waterline when connected to the City water system and will have its own water meter serving the Eastown Sewer Lift Station facility. The grantee/City will allow the grantor to connect to the City water system under the following conditions:
 - a. Written approval from Tacoma Public Utility (TPU) would be provided to the grantee/City by the grantor/homeowner removing your house from the TPU water service area and authorizing Bonney Lake to provide this water service.
 - b. All costs associated with connecting to the City water line would be at the grantor's/homeowner's expense.
 - c. The amount of water provided to the grantor would be limited to one residential equivalent.
 - d. The Water System Development Charge (SDC) would be paid by the grantor/homeowner at the time that connection to the City water line occurs, at the then current rate. If a latecomer agreement exists, at the time connection occurs, that includes your property, the grantor/homeowner would be required to pay that amount. At this time the City does not intend to establish a water utility latecomer agreement; however, this may change in the future or be requested by a developer.
7. Should it be determined that an 8-inch water line was installed through sewer Lift Station 9 to the Grantor's property, the Grantee will allow the Grantor to connect to the Tacoma Public Utility (TPU) water system using this line. All fees and charges required by TPU to connect to their water system will be paid for by the Grantor.
8. The City shall maintain the Driveway and drainage ditch (including weed abatement) within the 96th Street Easement at no cost to the Grantor. The City shall make reasonable efforts, during construction of the utility lines, to limit the duration of any Driveway closures during the workday and will always open the driveway for use after normal working hours.

9. The City shall install a lockable gate at the entrance to the Driveway adjacent to 96th Street, approximately forty-five feet off of the 96th Street edge of pavement where the current gate is located. A two lock system shall be provided for access by either the Grantor or city staff.
10. The City shall provide a lockable gate at the north end of the 96th Street Easement providing access to the WSDOT-City owned property accessible only to State and City staff. The northern side of this gate is approximately 379 feet north of 96th Street edge of pavement.

INDEMNIFICATION

Except to the extent the same are caused by the negligence or willful misconduct of Grantor or its agents, employees or contractors, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all loss, costs, damages, injuries, claims, suits, liabilities, causes of action and expenses of any kind or nature, including, but not limited to, reasonable attorneys' fees, incurred by Grantor arising out of or related to: (i) Grantee's exercise of the rights granted to it by this Agreement, or (ii) Grantee's breach of its obligations under this Agreement.

BENEFITS AND BURDENS SHALL RUN WITH LAND

The easements and rights and obligations described herein are not intended to be personal, but are intended to constitute covenants running with the land and are intended to touch and concern the parcels of land described in this Agreement and to constitute easements appurtenant to the Grantee's Property benefited by the easements granted under this Agreement. The benefits and burdens on Grantor's Property under this Agreement shall constitute covenants running with the Grantor's Property and shall be binding on and inure to Grantor's successors and assigns in title. The benefits and burdens of Grantee under this Agreement shall constitute covenants running with Grantee's Property, and shall be binding on and inure to Grantee's successors and assigns in title to Grantee's Property.

ATTORNEYS' FEES

In the event either party to this Agreement brings a legal action against the other party to enforce its rights under this Agreement, the substantially prevailing party shall be entitled to receive reimbursement from the nonprevailing party of such prevailing party's costs incurred in such legal action (including the costs of appeal), including the fees and disbursements of the prevailing party's attorneys, in addition to all other rights and remedies available to the prevailing party at law or in equity.

INTERPRETATION

The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

SEVERABILITY

Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any person and the same shall remain in full force and effect.

NOTICES

Notices given by the parties may be served personally, or may be served by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Notices to the parties shall be addressed to the following addresses:

If to the Grantor: Charlotte Kontos
22305 – 96th Street East
Buckley, WA 98321-9284

If to the Grantee: City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98321
Attn: Public Works Director

The foregoing addresses may be changed by written notice given pursuant to provisions of this Section. Notices sent by certified or registered mail shall be deemed to have been given and delivered upon the earlier of actual receipt or three (3) days business after being properly mailed. Notices served personally shall be deemed given upon receipt.

COMPLETE AGREEMENT; GOVERNING LAW

This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the easements provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Grantor and Grantee. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that the venue of any legal action brought to enforce this Agreement shall lie in Pierce County Superior Court and the parties waive their right to be sued elsewhere.

WARRANTY AND REPRESENTATION OF AUTHORITY

The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties hereunder, and that all consents, permissions and approvals related to the execution and delivery of this Agreement have been obtained.

EXHIBITS

This Agreement includes the following exhibits, which by this reference are incorporated into this Agreement:

- A. Legal description of 96th Street Easement
- B. Legal description of LS-9 Easement

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

Charlotte Kontos

By: _____

Name: Charlotte Kontos

Title: Property Owner

GRANTEE:

CITY OF BONNEY LAKE

By: _____

Name: Neil Johnson Jr.

Title: Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as Mayor of the CITY OF BONNEY LAKE, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that the Mayor was duly authorized to execute said instrument on behalf of the municipal corporation, and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

