

CITY COUNCIL MEETING

City of

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.

**May 24, 2011
7:00 P.M.**



AGENDA

“Where Dreams Can Soar”

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

*****THIS MEETING WILL BE HELD IN THE JUSTICE CENTER – 9002 MAIN STREET EAST*****

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 such items 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 sign-up sheets near the Council Chamber doorway. (See Item II B. for Citizen Comments on other items of City business.)

Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

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

A. Flag Salute – Mayor Neil Johnson, Jr.

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 James Rackley.

[Management Staff expected to be in attendance: 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:
 - a. Proclamation – Paint the Town Purple Day – Relay for Life – June 9, 2011.
- 2. Appointments: None.
- 3. Presentations:
 - a. Presentation: AB11-55 – Stormwater Pollution Prevention Art Contest Winners.

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D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

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: None. [A 1.2]

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.

- Page 15 A. **Approval of Corrected Minutes:** May 3, 2011 Council Workshop and May 10, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #61056 thru 61100 (including wire transfer #'s 5032011 & 5042011) in the amount of \$269,899.82; Accounts Payable checks/vouchers #61101 thru 61121 in the amount of \$5,304.89; Accounts Payable checks/vouchers #61122 thru 61154 (including wire transfer #'s 5052011, 5132011, 20110516 & 20110517) in the amount of \$318,109.03 for a grand total of \$593,313.74.
- C. **Approval of Payroll:** Payroll for April 16-30th 2011 for checks **29739-29769** including Direct Deposits and Electronic Transfers in the amount of \$ **579,574.28**. Payroll for May 1st-15th 2011 for checks **29770-29792** including Direct Deposits and Electronic Transfers in the amount of \$ **404,042.73**.
- Page 25 D. **AB11-59 – Resolution 2122** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With Strip Ripe Rite, Inc. For The 2011 Street Striping And Pavement Markings Project.
- Page 51 E. **AB11-60 – Resolution 2123** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Paramatrix Engineering For The Design Effort Of The VFD Installation Grant Project.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- Page 73 A. **AB11-61 – Resolution 2124** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Paramatrix Engineering For The 97th Street And 208th Avenue Sidewalk, Watermain, And Sewermain Improvements.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

- Page 89 A. **AB11-57 – Ordinance D11-57** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Title 14 Of Bonney Lake Municipal Code.

- Page 99 B. **AB11-58 – Ordinance D11-58** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Chapter 18.22 And 18.31 To Provide Performance Standards For Commercial And Residential Zones And Uses Within 500 Feet Of Each Other.

- Page 113 C. **AB11-62 – Resolution 2125** – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Extending Of The Submittal Period For Cottage Housing Proposals Per Ordinance No. 1347.

- Page 125 D. **AB11-63** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Appointing Three Voting Delegates To The 2011 AWC Annual Conference.

IX. EXECUTIVE SESSION: Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

X. ADJOURNMENT

**For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as soon as possible of the type of service or equipment needed.
THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA**

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PROCLAMATION

In recognition and support of the American Cancer Society Relay for Life

WHEREAS, an estimated 10.5 million Americans are living with cancer today; and

WHEREAS, we can expect another 1.4 million others to be diagnosed with cancer this year; and

WHEREAS, cancer in all its forms affects all of us, either through family members, friends or even our own battles; and

WHEREAS, the Sumner-Bonney Lake Relay for Life Team has been supporting the fight against cancer since 1999; and

WHEREAS, the Sumner-Bonney Lake Relay has a proud history of routinely placing within the top 10 relays for raising money per capita; and

WHEREAS, that money raised funds the research to help us better understand and fight cancer; and

NOW, THEREFORE, I

Mayor Neil Johnson, Mayor of the City of Bonney Lake

Neil Johnson, Mayor

do hereby proclaim Thursday, June 9, 2011 to be,

“Paint the Town Purple Day”

In Bonney Lake, WA and encourage all citizens to join in this observance to fight cancer .

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

<u>Department/Staff Contact:</u> Andrew Fonda	<u>Meeting/Workshop Date:</u> May 24, 2011	<u>Agenda Bill Number:</u> AB11-55
<u>Agenda Item Type:</u>	<u>Ordinance/Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: 2011 Stormwater Pollution Prevention Art Contest

Proposed Motion: _____

Administrative Recommendation:

Background Summary: As the next phase of the 2011 Stormwater Pollution Prevention and Water Conservation art contest, Mayor and Council will present the \$50 award checks to twelve winning artists selected at the May 3, 2011 Council Workshop. The twelve winning artists are as follows:
 Natalie Gleason – Friendly Vehicle Washing
 Baylee Littlefield – Friendly Vehicle Washing
 Breanna Zimbelman – Household Hazardous Waste Disposal
 Julia Medrano – Household Hazardous Waste Disposal
 Megan Body – Pet Waste Disposal
 Zach Lewandowski – Pet Waste Disposal
 Makenna Pope – Pollution / Illegal Dumping Reporting
 Anna Gomez – Pollution / Illegal Dumping Reporting
 Whuckara Jensen – Used Oil Recycling
 Emma Sulkosky – Used Oil Recycling
 Tristan Glivar – Water Conservation
 Jacob Bohl – Water Conservation
 Funding is paid for with an NPDES grant.
Attachments: Selected Winning Pictures

<u>Budget Informaton</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$3500		\$600	\$2900
Budget Explanation: NPDES Grant			

Committee, Board & Commission Review

Council Subcommittee Review:
Commission/Board Review Date:
Hearing Examiner Review Date:

Council Action

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

<u>Approvals</u>		
Director:	Mayor:	Date Reviewed by City Attorney (if applicable):

**2011 STORMWATER POLLUTION PREVENTION &
WATER CONSERVATION ART CONTEST AWARD
WINNERS**

May 24, 2011

Friendly Vehicle Washing

Natalie Gleason
Baylee Littlefield

Household Hazardous Waste Disposal

Julia Medrano
Breanna Zimbelman

Pet Waste Disposal

Megan Body
Zach Lewandowski

Pollution / Illegal Dumping Reporting

Makenna Pope
Anna Gomez

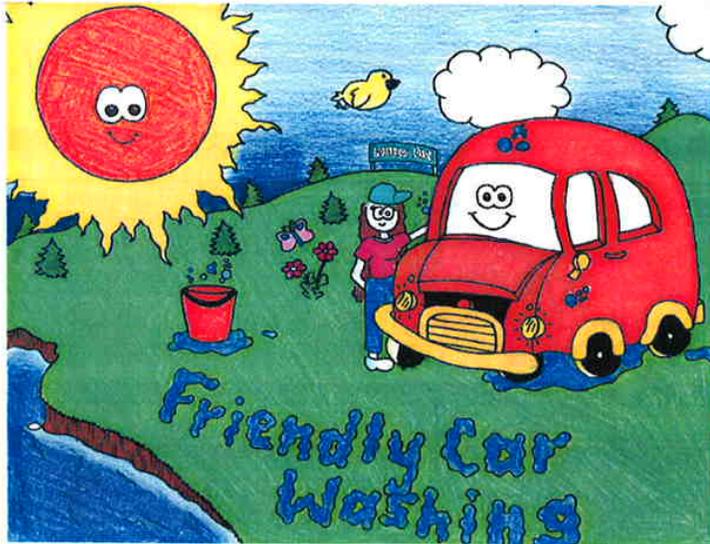
Used Oil Recycling

Whuckara Jensen
Emma Sulkosky

Water Conservation

Tristan Glivar
Jacob Bohl

Friendly Vehicle Washing



Baylee Littlefeld

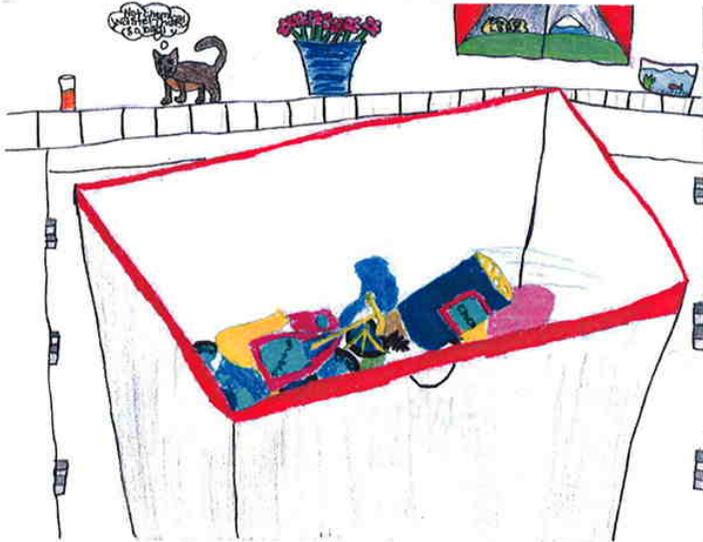


Natalie Gleason

Household Hazardous Waste Disposal



Breanna Zimbelman

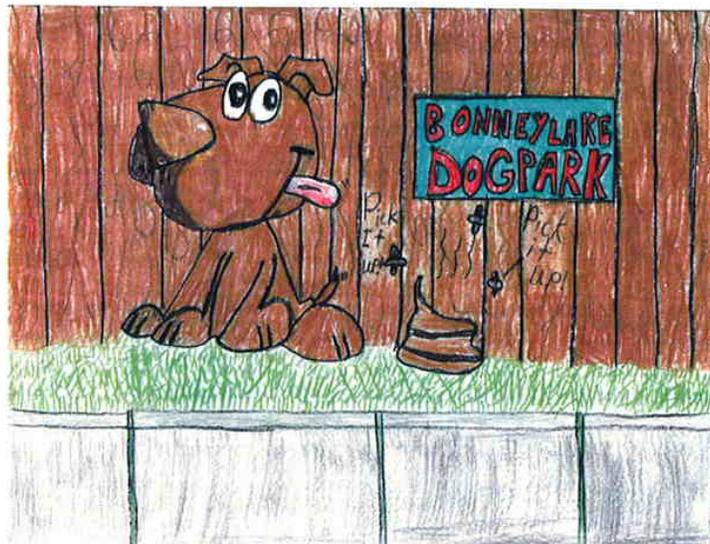


Julia Medrano

Pet Waste Disposal

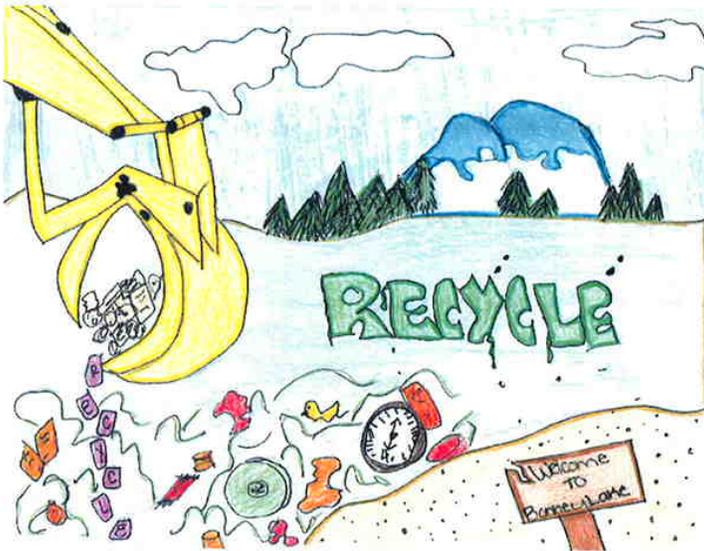


Megan Body

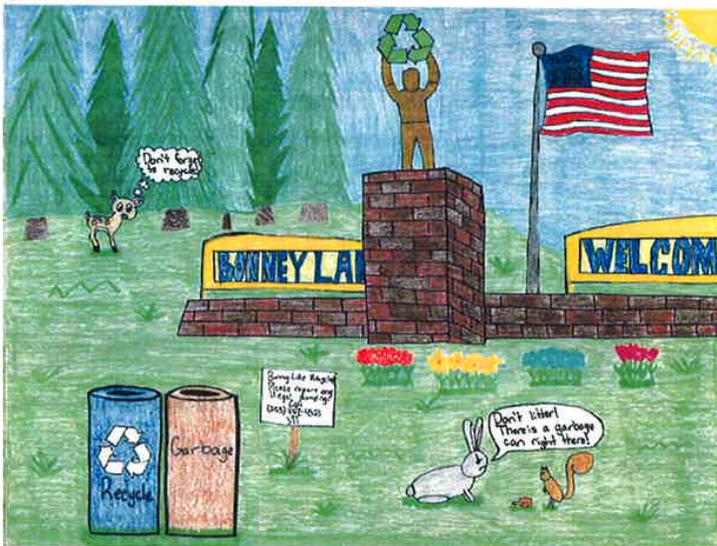


Zach Lewandowski

Pollution / Illegal Dumping Reporting

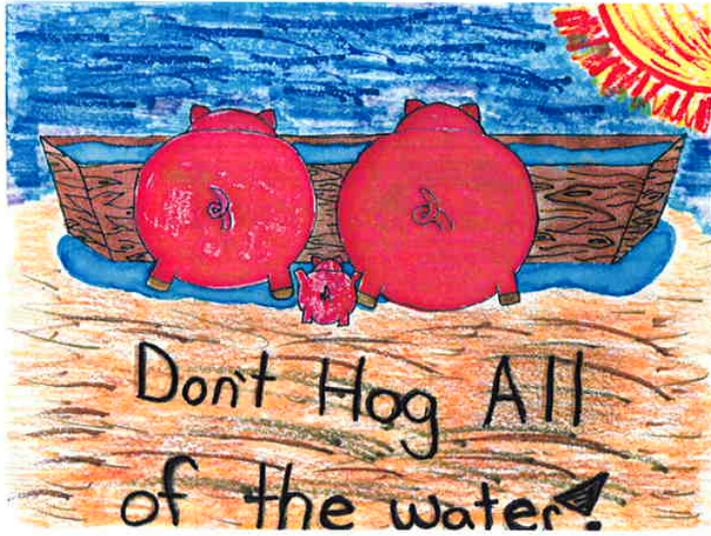


Anna Gomez



Makenna Pope

Water Conservation



Jacob Bohl



Tristan Glivar

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COUNCIL WORKSHOP

May 3, 2011
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: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

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 Dan Swatman, elected officials attending were, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Randy McKibbin and Councilmember James Rackley. Mayor Johnson was absent.

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

Deputy Mayor Swatman noted this is the first meeting in the Justice Center. He asked Council to share thoughts and concerns regarding the new setup.

III. Agenda Items:

5:30:44

A. Discussion: AB11-55 - 2011 Stormwater Pollution Prevention Art Contest.

Director Grigsby said this is similar to the calendar contest the City had last year. He asked Council to vote for two entries in each category. He asked Council to turn their votes into him before the Council meeting next week.

5:32:18

B. Council Open Discussion:

Richard Shabro: Councilmember Rackley noted that Richard (Dick) Shabro passed away on April 13, 2011.

Income Analysis: Councilmember Rackley said he will prepare an income analysis for the Wal-Mart shopping center area to discuss at the next Council Workshop.

Pierce County Regional Council: Councilmember Carter noted several items from the Mayor’s Newsletter concerning the City and Pierce County. She said in the past the Council has invited the Pierce County Regional Council to a special meeting after the regular meeting at a local restaurant. Administrator Morrison said he would contact the Regional Council to ask if they are interested in meeting.

City Financial Report: Councilmember Carter asked when the Council would see an updated financial report. City Administrator Morrison said the Council would receive a report mid-June.

Pierce County Council: Councilmember Hamilton said he was the only member of the Pierce County Regional Council who voted against the proposed Countywide Planning Policies. He said Planning Manager Heather Stinson also voted against the proposed changes at the Growth Management Coordinating Committee level. The resolution was forwarded to the full Pierce County Council for ratification. He said the proposed policy and amendments put cities at a disadvantage, and he feels there is justification to file an appeal with the Growth Management Hearings Board. He said the intent of the Growth Management Act is that growth should occur in cities, but a vast majority of growth has occurred in the Comprehensive Urban Growth Areas (CUGAs) in the County. He said Bonney Lake is in a unique position since its population is growing, whereas the recent census shows that populations in other cities have decreased.

Councilmember Hamilton said if the Countywide Planning Policies are ratified the affected jurisdictions have 60 days to appeal the decision. He said the City Attorney will need to review the resolution to ensure the City has a case. Councilmember Rackley thanked Councilmember Hamilton for clearly explaining his concerns. He said he would support an appeal to the Growth Management Hearings Board. He said the County has let areas in the County fill in with homes before they allow cities to annex them, but the goal of the Growth Management Act is to push the growth into the cities. He said representatives from Bonney Lake should attend the meeting when the County Council considers the resolution and propose an amendment. Deputy Mayor Swatman said he also supports appealing the resolution. City Administrator Morrison said the policies mainly relate to the CUGA and mostly affect Bonney Lake and Orting. He said the policies are inconsistent with the Multi-County Planning Policies, and he would support an appeal if the City Attorney agrees the City has a case.

Gun Range: Councilmember Lewis said an obstacle for getting a gun range is the permitting through Pierce County. Police Chief Mitchell said he met with Action Target, a company that sets up gun ranges. He listed several options and costs for a gun range on the city-owned property located on Barkubein Rd, Buckley, WA 98321. Councilmember Rackley asked if outside jurisdictions would still be interested in using the range if the City went with the least expensive option. Chief Mitchell said he has been contacted by several jurisdictions inquiring about the gun range. He said he does not want to pursue this further if the City cannot get the permits from Pierce County. Deputy Mayor Swatman said the next step would be for the administration to decide if they would like to move forward with the project. City Administrator Morrison said the conditional use permit is approximately \$3,000. He said the City would need to put together a business plan before they could move forward with this project. Councilmember McKibbin asked if drug fund money could be used to fund the gun range. Police Chief Mitchell said those funds are currently funding the 800MHz tower.

800 MHz Tower: Police Chief Mitchell stated Pierce County is looking at unifying the entire county under one 911-dispatch umbrella. He said the County is considering a .10% sales tax increase to pay for the new system. He said the citizens of Bonney Lake have already paid for an 800MHz tower, but they would still be subject to the County wide tax. City Administrator Morrison said he met with the County and the City of Puyallup (which the City currently uses for dispatch services) and the impression that he got was that the County is willing to purchase the City's 800MHz tower and add Bonney Lake to the County-wide 911 system. He said the County needs to expand their system to be able to

have the Sherriff in radio contact all the way to Mt. Rainer. Councilmember Decker said he is not in favor of partnering with the County for 911 dispatch services.

Public Meetings: Deputy Mayor Swatman stated he would like to see all public meetings held at the Justice Center. He said he wants to use the new space in the most efficient manor. He said he would like all the Councilmembers to be able to pick up their packets and mail at the Justice Center. City Administrator Morrison said the different Boards and Commissions can meet at the Justice Center; it is just a matter of scheduling. He added that the Council Packets could be picked up between 8:30am to 5:00pm Monday through Friday, but Councilmembers could not access the building after hours because the building is designed to be a multi-tenant building and it is not set up with coded locks. He said the chambers are not totally finished yet and it will be difficult to hold recorded meetings until the final items are completed.

Police Photo: Councilmember Hamilton shared a photo that was in the Bonney Lake & Sumner Courier Herald of Bonney Lake Police Officers and a Bonney Lake Police car, advertising St. Elizabeth’s Hospital in Enumclaw. He asked why the Police Department is advertising for an outside agency. Police Chief Mitchell said the photo was taken for a brochure during the Grand Opening of the new hospital. He said he has spoken with the hospital and they will not use the image in the future.

Marijuana Dispensary: City Administrator Morrison said he has received two letters informing the City of intent to build a marijuana dispensary in the City limits of Bonney Lake as soon as it is legal. Councilmember Hamilton said the Public Safety Committee has considered creating an ordinance that places a moratorium on this type of business. He said the City Attorney has said this is not necessary because federal law states that these businesses are illegal.

Special Meeting: Administrative Services Director/City Clerk Edvalson stated the Clerk’s office will advertise the Justice Center Open House as a special meeting because a majority of councilmembers are expected to be at the open house.

6:39:54

C. **Review of Council Minutes:** April 17, 2011 Council Workshop, and April 24, 2011 Council Meeting

Corrected minutes were forwarded to the May 10, 2011 meeting for action.

IV. **Executive Session:** None

7:41:15

V. **Adjournment:**

At 6:41:p.m. Councilmember Lewis moved to adjourn the Workshop. Councilmember Hamilton seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

CITY COUNCIL MEETING

**May 10, 2011
7:00 P.M.**

MINUTES



“Where Dreams Can Soar”

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

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

Audio Time Stamp ↓

Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 6:59 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, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Police Chief Mike Mitchell, Chief Financial Officer Al Juarez, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Records & Information Specialist Susan Duis.]

C. Announcements, Appointments and Presentations:

Mayor Johnson thanked all who helped with the Justice Center Open House. He said it was a great event.

1. Announcements:

a. **Proclamation:** Public Works Week – May 15-21, 2011.

Mayor Johnson proclaimed the week of May 15-21, 2011 as Public Works Week in the City of Bonney Lake. He thanked the Public Works staff for their work and he has received ‘kudos’ from many residents recently for their hard work on projects around the City. Director Grigsby said the Public Works Department is hosting tours of the Public Works Shops at 19306 Bonney Lake Blvd on Wednesday, May 18th and Thursday, May 19th from 1:00 p.m. to 3:00 p.m.

2. Appointments: None.

3. Presentations:

a. **Planning Commission Recommendation:** AB11-57 – Ordinance D-11-57 – Updating Title 14 of the Municipal Code Regarding the Development Code.

Community Development Director John Vodopich said the Planning Commission chair was unable to attend the Council Meeting. He said the proposed ordinance would change the definition for development regulation,

bringing it more in line with the State’s definition. The proposed ordinance was forwarded by a 5 to 1 vote of the Planning Commission.

- b. **Planning Commission Recommendation:** AB11-58 – Ordinance D11-58 – Updating the Municipal Code Regarding Impacts between Commercial and Residential Development.

Director Vodopich said this proposed ordinance changes BLMC Chapter 18.22.110 regarding residential uses adjacent to commercial activities, specifically light, glare, and noise impacts. It would also update BLMC Chapter 16.14 regarding landscaping and clarifying which zones allow nightclubs. The Commission voted 6 to 0 to forward the item to the Council.

- D. Agenda Modifications: None.

7:06 p.m.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearings: None.

- B. Citizen Comments:

Harwood Edvalson, 8218 209th Ave Ct E, Bonney Lake, congratulated the Council and Mayor on the Justice Center building. He said he looks forward to serving the public in the great new building.

- C. Correspondence: None.

7:08 p.m.

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and forwarded AB11-54, a grant application, to the current agenda for consideration. The committee also reviewed its minutes, discussed a cable franchise agreement with RCC, reviewed sales tax collections, and discussed reimbursement policies and procedures for Utility Latecomer Agreements. It appears that the State law requires all parties to receive a pro rata share of ULA payments, but staff are researching whether the City could give a larger share to a partner, so their portion could be repaid more quickly.
- B. Community Development Committee: Councilmember Rackley said the committee met on May 4th and forwarded AB11-45, an ordinance regarding truck routes, and Resolution 2121, an agreement with KPG Engineering, to the current agenda.
- C. Public Safety Committee: Councilmember Hamilton said the committee met on May 2nd and discussed the proposed truck route ordinance, which was forwarded with changes back to the CDC. He said residents living near Bonney Lake Blvd and 181st Street East expressed concerns about people driving at high speeds at this corner. Staff are reviewing whether a 2-way stop sign could be installed. Chief Mitchell said he and City Administrator Morrison met with the County Executive to discuss a proposed tax to update the County’s radio systems. The committee expressed

concern about the proposal, since the City has already done a lot of work to update its own system. Councilmember Hamilton said that although participating in the County’s program would be voluntary, everyone would still have to pay the tax. He added that Assistant Fire Chief McDonald said the proposed system might benefit East Pierce Fire & Rescue, who could upgrade their communications.

Councilmember Hamilton said the committee also discussed traffic and parking issues related to the Renaissance Fair, to be held at Kelly Farms this summer. He said the property is in the County so the Pierce County Sherriff will handle traffic and safety, but it will impact City residents and traffic as well. EPFR Assistant Chief McDonald reported that his department has worked with the fair at its past location and they did not have any major issues. Councilmember Hamilton said permitting for the event will go through the County. He suggested the City could provide a space for additional parking on its property on 192nd Avenue East, near the site.

The committee also discussed options for a firing range on the Reed Property from Chief Mitchell. He provided cost estimates to install a range, and estimates for how much the City could charge for other jurisdictions to rent the facility.

D. Other Reports:

New Chambers: Councilmember Decker noted that with the new Chambers microphone set up, Councilmember motions may not be picked up by the microphones if they are muted, and therefore not included on the record. Mayor Johnson said he can turn individual microphones on and off and would do so for this meeting when there are Council motions and votes.

Communities for Families: Councilmember Lewis attended the Sumner-Bonney Lake Communities for Families meeting on May 5, 2011. He said Special Events Coordinator David Wells invited the group to attend the Justice Center ribbon cutting ceremony, and gave information on upcoming summer events in the City.

7:20 p.m.

IV. CONSENT AGENDA:

- A. **Approval of Corrected Minutes:** April 19, 2011 Council Workshop and April 26, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** #60981 thru 61025 (including wire transfer #'s 4132011, 4152011, 4162011, 7322118 & 35733603) in the amount of \$181,671.37; Accounts Payable checks/vouchers #61026 in the amount of \$463.31 for a Utility Refund; Accounts Payable checks/vouchers #61027 thru 61055 (including wire transfer # 4172011) in the amount of \$524,294.97 for a grand total of \$706,429.65.
- C. **AB11-45 – Ordinance 1388 [D11-45]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adding A New Chapter 10.48 To The Bonney Lake Municipal Code Relating To Truck Routes.

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

City Clerk Edvalson noted that the version of the proposed Ordinance D11-45 included in the Agenda Packet did not include updates that were approved by the Community Development Committee. The correct version had been provided to Councilmembers with their packets on Friday, May 6th.

Councilmember Decker moved that the Council consider the revised version of Ordinance D11-45 for Consent Agenda item C. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

Consent Agenda approved 7 – 0.

7:22 p.m.

V. FINANCE COMMITTEE ISSUES:

- A. **AB11-54** – A Motion of the Bonney Lake City Council Authorizing the Mayor to Sign the 2011-2013 Local Records Grant Program Application.

Councilmember Decker moved to approve motion AB11-54. Councilmember Lewis seconded the motion.

Motion AB11-54 approved 7 – 0.

7:23 p.m.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- A. **AB11-56 – Resolution 2121** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With KPG Engineering For The Design Of The West Tapps Sidewalk And Water Main Improvements.

Councilmember Lewis moved to approve Resolution 2121. Councilmember Decker seconded the motion.

Deputy Mayor Swatman, Councilmember Decker, Councilmember Carter and Councilmember Hamilton spoke in support of the proposed project. Deputy Mayor Swatman said he often sees pedestrians walking along the roadside to get to Allan Yorke Park. He said he would like the Council to discuss options to extend access past the Moriarty property at an upcoming Workshop. Councilmember Decker said residents in the area will be happy to see sidewalks being installed.

Director Grigsby noted that the sidewalk project does not go all the way to the end of the city-owned Moriarty property due to a fence line. He noted that the project design phase will happen over the summer, and construction would likely not occur until the fall, so it would not impact summer activities at the park. Councilmember Hamilton said this project shows resident's tax dollars at work, and is a good visible project. Director Grigsby said the project is only possible because of funds the Council dedicated to sidewalk projects. He noted that the project takes advantage of water main improvements to install sidewalks at the same time.

Resolution 2121 approved 7 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: *None.*

VIII. FULL COUNCIL ISSUES: *None.*

IX. EXECUTIVE SESSION: *None.*

X. ADJOURNMENT:

7:28 p.m.

At 7:28 p.m., Councilmember Rackley moved to adjourn the meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items presented to Council at the May 10, 2011 Meeting: None.

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

Department/Staff Contact: PW / Steve Willadson	Meeting/Workshop Date: 24 May 2011	Agenda Bill Number: AB11-59
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2122	Councilmember Sponsor: James Rackley

Agenda Subject: Award Professional Agreement with Stripe Rite, Inc. for the 2011 Striping and Pavement Marking Program

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Professional Services Agreement To Stripe Rite, Inc. For 2011 Striping And Pavement Marking Project.

Administrative Recommendation: Approve

Background Summary: The City solicited invitation to quote off the Small Works roster for the street striping to re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edge line, and double coat the chip sealed streets. Re-mark existing Stop Bars, Crosswalks, Turn Arrows and Legends in thermo-plastics The apparent lowest quote was Stripe Rite in the amount of \$22,666.50. The 2 other quotes were Apply-A-Line- \$27,041.00 and Roadrunner Striping \$42,715.00
Attachments: Resolution, Bid Sheet, Agreement, Invitation to Quote, Striping and Pavement Marking Specifications (Exhibit A), Striping Quantities, Pavement Marking Quantities.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$21,500	\$21,500	\$21,500	\$0
\$178,000	\$178,000	\$1,166.50	\$176,833.50

Budget Explanation: 001.000.042.542.10.41.28-Street Operations Maintenance Budget-\$21,500
301.001.042.595.63.63.01-Street CIP-Chip Seal Budget -\$178,000

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development	<i>Approvals:</i>	Yes No
	Date: 17 May 2011	Chair/Councilmember James Rackley	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Randy McKibbin	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Donn Lewis	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

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

APPROVALS		
Director: Dan Grigsby	Mayor:	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2122

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH STRIPE RITE, INC. FOR THE 2011 STREET STRIPING AND
PAVEMENT MARKINGS PROJECT.**

Whereas, the City of Bonney Lake solicited an Invitation to Quote from our Small Works Roster for 2011 Street Striping and Pavement Markings on April 28, 2011; and

Whereas, the City has received 3 quotes for the 2011 Street Striping project and has determined the lowest responsible quote for this Professional Services Agreement was received from Stripe Rite, Inc. in the amount of \$22,666.50; and

Whereas, sufficient funds are available in the Street Fund budget and Street CIP budget; and

Whereas, the City Council finds that it is in the public interest that this project be carried out at this time;

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 to award this contract to Stripe Rite, Inc in the amount of \$ 22,666.50.

PASSED by the City Council this 24th day of May, 2011.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



**City of Bonney Lake
Small Public Works Project
Prevailing Wages are required to be paid**

Invitation to Quote
Date: April 28, 2011

The City of Bonney Lake is accepting quotes for a Small Public Works Project. As a contractor on our Small Works Roster, you are invited to submit a quote on this project.

Project Title: 2011 Street Striping/Pavement Marking

Scope of Work:

Re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edgeline, and double coat chip sealed streets. Attached spreadsheets are highlighted according to the type of striping required for that particular street.

Re-mark existing Stop Bars, Cross Walks, Turn Arrows and Legends in thermo-plastic. Attached spreadsheets are highlighted according to the type of pavement markings required for that particular street.

- Markings must conform to DOT specifications, section 8 - 22.
- Traffic control will be provided by the contractor.
- Contractor will notify the City two weeks in advance of starting work.
- Markings will be applied to the following approximate footage (see attached spread sheets).

Please see enclosed: Bid sheet, Striping/Pavement Marking specifications, Striping Quantities, Pavement Marking Quantities and the City of Bonney Lake road section map.

Date Proposals are requested: 3:00 p.m. Monday May 9, 2011.

If you are interested in submitting a quote on this project please return packets to Triss Weber at 19306 Bonney Lake Blvd, Bonney Lake, WA 98391. If you have any questions please contact Steve Willadson at (253) 261-5224.

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of May, 2011, by and between the City of Bonney Lake ("City") and Stripe Rite, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

13. **Prevailing Wage**

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By:  _____

Attachments:

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

Exhibit B



City of Bonney Lake Small Public Works Project Bid Sheet

Company Name: Stripe Brite Inc
 Address: 1813 137th Ave E.
Sumner, WA 98390
 Phone Number: (253) 833-0484
 Fax Number: (253) 843-3120
 Contact Name: Larry Burguan

Project Title: 2011 Street Striping/Pavement Marking

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

Schedule: Work shall be completed within 60 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Item	Description	Qty (Approx.)	Unit	Unit Price	Extended Price
1	Skip CL	14.2 (74,957 LF)	Miles	\$ 195.00	\$ 2,769.00
2	SP/SDCL	3.4 (18,090 LF)	Miles	\$ 475.00	\$ 1,615.00
3	DBL CL	7.1 (37,710 LF)	Miles	\$ 545.00	\$ 3,869.50
4	Edgeline	24 (126,826 LF)	Miles	\$ 365.00	\$ 8,760.00
5	Turn Lane (White)	0.8 (4,207 LF)	Miles	\$ 975.00	\$ 780.00
6	Chip Seal Skip CL	1.1 (5,989 LF)	Miles	\$ 500.00	\$ 550.00
7	Chip Seal Skip/Solid CL	.2 (988 LF)	Miles	\$ 500.00	\$ 100.00

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 Bonney Lake, WA 98391

8	Chip Seal DBL CL	.008 (40 LF)	Miles	\$ 500.00	\$ 4.00
9	Chip Seal Edgeline	.008 (40 LF)	Miles	\$ 500.00	\$ 4.00
	Thermo-Plastic			\$ -	\$ -
10	Chip Seal Stop Bars (12" wide)	19	Lin. Ft.	\$ 8.50	\$ 161.50
11	Chip Seal Crosswalks (12" x 72")	106	Lin. Ft.	\$ 8.50	\$ 901.00
12	Stop Bars (12" wide)	128 Lin. Ft.	Lin. Ft.	\$ 7.00	\$ 896.00
13	Crosswalks (12" wide)	147 Lin. Ft.	Lin. Ft.	\$ 7.00	\$ 1,029.00
14	Parking Tee (4" x 28" x 12")	27	Lin. Ft.	\$ 7.50	\$ 202.50
14	Parking Cross (4" x 28" x 28")	70	Lin. Ft.	\$ 7.50	\$ 525.00
15	Left Turn	1 (EA)	Arrows	\$ 100.00	\$ 100.00
16	Straight	2 (EA)	Arrows	\$ 100.00	\$ 200.00
17	Straight/Right	2 (EA)	Arrows	\$ 100.00	\$ 200.00
18				\$	\$
19				\$	\$
				\$	\$
Sub-Total					\$ 22,666.50
Total Bid					\$ 22,666.50

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

Exhibit B



City of Bonney Lake Small Public Works Project Bid Sheet

Company Name: Apply-A-Line, Inc.
 Address: 175 Roy Rd SW Bldg C
Pacific WA 98047
 Phone Number: 253.299-1200
 Fax Number: 253.299-1250
 Contact Name: Mike Susner

Project Title: 2011 Street Striping/Pavement Marking

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

Schedule: Work shall be completed within 60 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Item	Description	Qty (Approx.)	Unit	Unit Price	Extended Price
1	Skip CL	14.2 (74,957 LF)	Miles	\$ 165.00	\$ 2343.00
2	SP/SDCL	3.4 (18,090 LF)	Miles	\$ 485.00	\$ 1649.00
3	DBL CL	7.1 (37,710 LF)	Miles	\$ 725.00	\$ 5147.50
4	Edgeline	24 (126,826 LF)	Miles	\$ 450.00	\$ 10800.00
5	Turn Lane (White)	0.8 (4,207 LF)	Miles	\$ 750.00	\$ 600.00
6	Chip Seal Skip CL	1.1 (5,989 LF)	Miles	\$ 550.00	\$ 605.00
7	Chip Seal Skip/Solid CL	.2 (988 LF)	Miles	\$ 1550.00	\$ 310.00

City of Bonney Lake
 (253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
 Bonney Lake, WA 98391

8	Chip Seal DBL CL	.008 (40 LF)	Miles	\$ 36500.00	\$ 292.00
9	Chip Seal Edgeline	.008 (40 LF)	Miles	\$ 30000.00	\$ 240.00
	Thermo-Plastic			\$	\$
10	Chip Seal Stop Bars (12" wide)	19	Lin. Ft.	\$ 12.50	\$ 237.50
11	Chip Seal Crosswalks (12" x 72")	106	Lin. Ft.	\$ 7.50	\$ 795.00
12	Stop Bars (12" wide)	128 Lin. Ft.	Lin. Ft.	\$ 6.50	\$ 832.00
13	Crosswalks (12" wide)	147 Lin. Ft.	Lin. Ft.	\$ 5.50	\$ 808.50
14	Parking Tee (4" x 28" x 12")	27	Lin. Ft.	\$ 14.50	\$ 391.50
14	Parking Cross (4"x 28" x 28")	70	Lin. Ft.	\$ 14.50	\$ 1015.00
15	Left Turn	1 (EA)	Arrows	\$ 195.00	\$ 195.00
16	Straight	2 (EA)	Arrows	\$ 195.00	\$ 390.00
17	Straight/Right	2 (EA)	Arrows	\$ 195.00	\$ 390.00
18				\$	\$
19				\$	\$
				\$	\$
Sub-Total					\$ 27041.00
Total Bid					\$ 27041.00

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

Exhibit B



City of Bonney Lake Small Public Works Project Bid Sheet

Company Name: Roadrunner Striping, Inc.
 Address: 10611 Canyon Rd E #122
Puyallup WA 98373
 Phone Number: 253 535 5153
 Fax Number: 253 535 6608
 Contact Name: Randy Blank

Project Title: 2011 Street Striping/Pavement Marking

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

Schedule: Work shall be completed within 60 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Item	Description	Qty (Approx.)	Unit	Unit Price	Extended Price
1	Skip CL	14.2 (74,957 LF)	Miles	\$ 700.00	\$ 9940.00
2	SP/SDCL	3.4 (18,090 LF)	Miles	\$ 900.00	\$ 3060.00
3	DBL CL	7.1 (37,710 LF)	Miles	\$ 800.00	\$ 5680.00
4	Edgeline	24 (126,826 LF)	Miles	\$ 750.00	\$ 18,000.00
5	Turn Lane (White)	0.8 (4,207 LF)	Miles	\$ 800.00	\$ 64.00
6	Chip Seal Skip CL	1.1 (5,989 LF)	Miles	\$ 1000.00	\$ 1100.00
7	Chip Seal Skip/Solid CL	.2 (988 LF)	Miles	\$ 600	\$ 120.00

City of Bonney Lake
 (253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
 Bonney Lake, WA 98391

8	Chip Seal DBL CL	.008 (40 LF)	Miles	\$ 2250.00	\$ 18.00
9	Chip Seal Edgeline	.008 (40 LF)	Miles	\$ 2250.00	\$ 18.00
	Thermo-Plastic			\$	\$
10	Chip Seal Stop Bars (12" wide)	19	Lin. Ft.	\$ 10.00	\$ 190.00
11	Chip Seal Crosswalks (12" x 72")	106	Lin. Ft.	\$ 10.00	\$ 1060.00
12	Stop Bars (12" wide)	128 Lin. Ft.	Lin. Ft.	\$ 10.00	\$ 1280.00
13	Crosswalks (12" wide)	147 Lin. Ft.	Lin. Ft.	\$ 10.00	\$ 1470.00
14	Parking Tee (4" x 28" x 12")	27	Lin. Ft.	\$ 10.00	\$ 270.00
14	Parking Cross (4" x 28" x 28")	70	Lin. Ft.	\$ 1.00	\$ 70.00
15	Left Turn	1 (EA)	Arrows	\$ 75.00	\$ 75.00
16	Straight	2 (EA)	Arrows	\$ 75.00	\$ 150.00
17	Straight/Right	2 (EA)	Arrows	\$ 75.00	\$ 150.00
18				\$	\$
19				\$	\$
				\$	\$
Sub-Total					\$ 42,715.00
Total Bid					\$ 42,715.00

Randy Blank



ROAD RUNNER

Stripping & Curbing

Extruded Curb, Striping, Thermoplastic, Wheel Stops, Signage, Highways & Parking Lots.

Randy Blank, Estimator
 10611 Canyon Rd. E., #122
 Puyallup, WA 98373
 randy.roadrunner@earthlink.net

Toll Free: (800) 490-CURB
 Phone: (253) 535-5153
 Fax: (253) 535-6608
 Cell: (253) 405-0492

City of Bonney Lake
 (253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
 Bonney Lake, WA 98391

Exhibit A

Specification: Pavement Marking/Striping on City Street 2011

Section 8-22. Pavement Marking

8-22.1 Description

The subparagraph of the second paragraph entitled "Crosswalk Stripe" is deleted and replaced with the following:

8-22.5 Payment

Section 8-22.5 is supplemented by the following:

"Plastic Crosswalk Stripe." per linear foot.

"Painted Bicycle Lane Stripe (8-inch)." per linear foot.

These quantities are calculated from the most recent information available and are to be used for quotation purposes only. Additional roads may be added to this contract AND/OR roads shown on the striping list may be deleted after the contract is awarded. Section 1-04.6 increased or Decreased Quantities shall not apply to this contract.

QUOTATIONS AND AWARD:

The Department of Public Works reserves the right to reject any and all quotation, to waive informalities in the quote and to accept the quotations deemed to be in the best interest of the City of Bonney Lake. Quotation not in hand at the stated hour will not be considered.

Contractor will be allowed to stripe all streets with the exception of chip seal streets which will be completed at a later date, yet to be determined. The city will notify the contractor when the chip seal is completed.

PAVEMENT MARKING:

Section 8-22.1 of the Standard Specification shall be amended to read as follows:

SKIP CENTER LINE:

A BROKEN YELLOW line 4 inches wide. The broken or "skip" pattern shall be based on a 40-foot unit consisting of a 10-foot line and 30-foot gap and will be omitted through intersections.

DOUBLE YELLOW CENTER LINE:

Two SOLID YELLOW lines, each 4 inches wide separated by a 4 inch space.

NO-PASS LINE:

A SOLID YELLOW line, 4 inches wide, separated from a SKIP CENTER LINE by a 4 inch space where passing is prohibited from the lane bounded by the no-pass line. Where passing is prohibited in both directions, no-pass lines shall be two SOLID YELLOW lines, each 4 inches wide, separated by a 4 inch space.

MATERIALS:

Sections 8-22.2 of the Standard Specifications shall be amended to read as follow:

Material for pavement making shall be Low VOC Solvent Based Paint as noted in the bid item meeting the requirements of Section 9-34; no Waterborne Paint will be accepted. Glass beads for Low VOC Solvent Based Paint shall also meet the requirements of Section 9-34.

PREPARATION OF ROADWAY SURFACES

Section 8-22.3(2) of the Standard Specification shall be amended as follows:

Existing paint does not need to be removed prior to restripe with paint.

MARKING APPLICATION:

Section 8-22.3(3) of the Standard Specification shall be amended to read as follows:

- One application of paint and beads is required to complete all paint stripe markings.
- Two coat application to newly surfaced streets including Chip Seal.

Paint shall be applied at a rate of not more than 108 square feet per gallon (15mils wet thickness). This rate is effectively 16.4 gallons of paint per mile of SOLID 4-inch wide line, which will be the basis for measurement of yield. A daily log of materials for paint and beads used along with mileage painted per color will be provided to the City upon completion. This will be used to confirm of application rate of materials applied.

MEASUREMENT:

Section 8-22.4 of the Standard Specifications shall be amended to read as follows:

Skip center line, skip center line with no pass line, edge line, double no-pass line, and two-way left turn line will be measured by the completed actual linear miles, or portion thereof to one-one hundredth of a mile. Skip centerline area caused by the skip pattern, as specified. Barrier stripes and edge lines shall be measured for the actual length installed. The contractor will be responsible for calculating necessary quantities of paint for the single application required per linear mile.

PAYMENT

Section 8-22.5 of the Standard Specification shall be amended as follows for the QUOTATION payment items:

1. 4 inch Yellow Center Stripe (skip) per mile.
2. 4 inch Yellow "No Passing" Stripe (solid) per mile.
3. 4 inch White Center Stripe (skip) per mile.
4. 4 inch White Edgeline and Turn Lane Strip (solid) per mile.

The unit contract prices for the above listed quotation items shall be full compensation for furnishing all labor, tools, materials and equipment necessary for completion of the work as specified herein. In accordance with RCW 60.28.010 a five (5) percent retainage will be reserved.

TRAFFIC CONTROL:

Crosswalk Stripe

A SOLID WHITE line, 12 inches wide, installed parallel to another crosswalk stripe with a 6-foot space between the lines; or a SOLID WHITE line 18-inches wide, installed parallel to another crosswalk stripe with a spacing between the lines as directed by the Engineer or a SOLID WHITE line 24 inches wide and 8 feet long conforming to details in the contract.

The Contractor shall furnish all personnel for flagging and for the setup and removal of all temporary traffic control devices and construction signs necessary to control traffic during striping operation. Flaggers shall have a current certification (flagging card) from the State Department of Labor & Industries (WAC 296-155-305). Employees of the Contractor engaged in flagging or traffic control shall wear reflective vests and hard hats. Any apparel or equipment that is necessary or desirable to protect workers engaged in other related activities will be the Contractor's responsibility. **The contractor is required to use a follow vehicle with warning signs to help protect the driving public from the wet paint and to protect the wet paint that has just been applied. The contractor will be responsible for any and all claims or damages.** All costs associated with traffic control will be incidental and included within the unit bid price for striping.

Pavement Markings 2011:
(Thermo-Plastic)

Date Completed	2011 Street	Cross Street	Lane Width	Stop Bar	Lineal Feet	Cross Walk	Line Length	Lineal Feet	<i>Comments:</i>
	Chip Seal								
	89th St E	Main Street	10	1	9	1	6'	50	
	67th St E	West Tapps HWY	10	1	10	1	6'	56	
	193rd Av E	Bonney Lake BLVD	10	1	10				
	188th Ave E	Bonney Lake BLVD	10	1	10				
	188th Ave E	75th St E	10	2	24				
		Total:		6	63	2		106	
	Sumner-Buckley HWY	Locust Ave	12	1	24				
	Sumner-Buckley HWY	188th Ave E	12	1	12	1	8'	56	
	Sumner-Buckley HWY	188th Ave E	12	1	12				
	Sumner-Buckley HWY	Church Lake Road	12	1	12				
	Angeline Road	Sumner-Buckley HWY	12	1	12				
	82nd St E	Locust Ave E	8	1	10	1	6'	35	
	Bonney Lake BLVD	Locust Ave E	10	1	10	1	6'	56	
		Total:		7	92	3		147	

Legends & Symbols:

Date Completed	Street	Cross Street	SCHOOL ZONE	Turn Arrows: Left	Turn Arrows: Right	Straight /Right	Straight /Right	20 MPH	<i>Comments:</i>
	So Prairie Road	200th Ave Ct E		1	2	2			
		Total:	0	1	2	2	0		

Street Parking:

Date Completed	Street	Cross Street	Line Width	Line Length	Parking Cross	Lineal Feet	Parking Tee	Lineal Feet	<i>Comments:</i>
	90th St E	Main Street	4"	28"	15	70	8	27	
								97	

Pavement Markings 2011:
(Thermo-Plastic)

Date Completed	2011 Street	Cross Street	Lane Width	Stop Bar	Lineal Feet	Cross Walk	Line Length	Lineal Feet	<i>Comments:</i>
	Chip Seal								
	89th St E	Main Street	10	1	9	1	6'	50	

2011 Striping Master List

Updated 04/12/2011

Stripe Date	# Streets Striped	GEO SECTION	2011 ROAD NAME/NUMBER	Road WIDTH	Functional CLASS	Road Length	Skip Centerline	Skip/Solid Double Centerline	Double Centerline	Solid Yellow	D=LX2 EDGELINE	Cross-hatch	Solid White Turn Lane	STRIPING TOTAL
			Reconstruction (Striping in contract)											
			Overlay (Striping in contract)											
			Chip Seal (Requires 2 Coats)											
			Seal Coat (No striping required)											
			Leaky Watermain (Striping in contract)											
			Sewer CIP											
	1	101	64th ST E	21	Local Access	1000	800		200					1000
	1	102	207th Ave E (SECTION 1)	21	Local Access	1600			1600		3200			4800
	1	103	60th St E	21	Local Access	1337			573		1146			1719
	1	106	CASCADE DRIVE	21	Local Access	1976	1976				3952			5928
Deleted		107	SO. ISLAND DR	21	Local Access	4191								0
Deleted		112	NO. ISLAND DR.	21	Local Access	4552								0
	1	116	KELLY LAKE ROAD	36	Collector	273			273				128	401
			KELLY LAKE ROAD	22	Collector	1460			1460					1460
			KELLY LAKE ROAD	21	Collector	585			585					585
	1	138	VANDERMARK ROAD	21	Local Access	3630	3630				7260			10890
	1	140	CHURCH LAKE DR.	21	Local Access	5111	5111				10222			15333
			CHURCH LAKE DR.	21	Local Access	3393	3393				6786			10179
	1	143	71st ST E	21	Local Access	1466	1466				2332			3798
	1	150	WEST TAPPS HWY Dr. E	21	Local Access	1815	1815							1815
Chip Seal		153	195th AVE E	20	Local Access	2463								
	1	154	56th ST E	20	Local Access	446	446							446
	1	155	WEST TAPPS Dr. E	20	Local Access	275	275							275
		158	56th ST E (CAUSEWAY)	21	Local Access	1247					2200			2200
	11	Streets	TOTAL Lin. Ft of Striping-SECTION 1			36820	18912	0	4691		37098		128	60829
	1	201	SO TAPPS DR E	21	ARTERIAL	1225			1225		2450			3675
	1	202	WEST TAPPS HIGHWAY (SECTION 2)	21	ARTERIAL	4585	4585				9170			13755
	1		WEST TAPPS HIGHWAY	21	ARTERIAL	1383	650		600					1250
	1	203	64TH ST E (2)	21	Local Access	1025	1025							1025
Dropped		211	65TH ST E	24	Local Access	3020								0
Dropped		212	185TH AVE E (2)	24	Local Access	635								0
Leaky Main		213	193RD AVE E (2)	20	Local Access	1263								0
Leaky Main		214	68TH ST EAST	20	Local Access	3621								0
Leaky Main		217	188TH AVE E (2)	16	Local Access	1112								0
	1	218	BONNEY LAKE BLVD	24	Collector	3823	3781		50		7646			11477
			BONNEY LAKE BLVD	20	Collector	1916	1916							1916
Leaky Main		219	193RD AVE EAST	20	Local Access	1185								0
	1	220	McGHEE DRIVE	24	Local Access	2322	2322							2322
Chip Seal		221	185TH AVE EAST (2)	20	Local Access	1120								0
	1	223	181ST AVE E (2)	20	Local Access	823			823		1646			2469
	1	224	70TH ST EAST	20	Local Access	1030			1030		2060			3090
Deleted		226	182ND AVE E (2)	24	Local Access	746								0
Deleted		227	62ND ST E	24	Local Access	2284								0
	8	Streets	TOTAL Lin. Ft of Striping-SECTION 2			33118	14279	0	3728		22972		0	40979

2011 Striping Master List

Updated 04/12/2011

Stripe Date	# Streets Striped	GEO SECTION	2011 ROAD NAME/NUMBER	Road WIDTH	Functional CLASS	Road Length	Skip Centerline	Skip/Solid Double Centerline	Double Centerline	Solid Yellow	D=LX2 EDGELINE	Cross-hatch	Solid White Turn Lane	STRIPING TOTAL
			Reconstruction (Striping in contract)											
			Overlay (Striping in contract)											
			Chip Seal (Requires 2 Coats)											
			Seal Coat (No striping required)											
			Leaky Watermain (Striping in contract)											
			Sewer CIP											
	1	301	CHURCH LAKE ROAD	21	Collector	3037			3037		6074			9111
		301	CHURCH LAKE ROAD	21	Collector	3326			3326					3326
	1	306	197TH AVE E (3)	27	Local Access	770	770							770
	1	307	78TH ST E	27	Local Access	645	645							645
	1	310	79TH ST E	21	Local Access	714	714							714
	1	311	194TH AVE E (3)	21	Local Access	2254	2254							2254
Deleted		314	193RD AVE E (3)	21	Local Access	1201								0
Deleted		315	77TH ST EAST	21	Local Access	462								0
Deleted		317	EVERGREEN DRIVE	24	Local Access	1200								0
	1	320	192ND AVE E	21	Local Access	3013	3013							3013
	1	325	77TH ST E	21	Local Access	691	691							691
	1	326	75TH ST E (3)	21	Local Access	2108	2108							2108
			75TH ST E (3)	24	Local Access	570	570							570
Sidewalk project		327	80TH ST E	24	Local Access	495								0
Chip Seal		328	188TH AVE E (3)	21	Local Access	2406								0
	1	329	190TH AVE E	24	Local Access	2423	2423							2423
Sidewalk project	1	333	82ND ST E (3)	16	Local Access	1205								0
	1	337	LOCUST AVENUE	24	Collector	4975	4978				9956			14934
	1	342	185th AVE E (One Way)	18	Local Access	623				623	623			623
	1	345	LOCUST EXTENSION	24	Local Access	1034	1034							1034
	1	346	74TH ST E	24	Local Access	752			752					752
			74TH ST E (One Way)	18	Local Access	2121				2121	2121			2121
	1	347	183RD AVE E (3)	16	Local Access	447	447							447
	1	350	77TH ST E	21	Local Access	1171	1171							1171
			77TH ST E (One Way)	18	Local Access	1630				1630	1630			1630
	1	351	182ND AVE E (3)	24	Local Access	3674	3674							3674
	1		182ND AVE E (3) (One Way)	18	Local Access	1160				1160	1160			1160
	1	362	MYERS ROAD	22	Collector	5808			5808		11616			17424
	19	Streets	TOTAL Lin. Ft of Striping-SECTION 3			49915	24492	0	12923		33180		0	70595

2011 Striping Master List

Updated 04/12/2011

Stripe Date	# Streets Striped	GEO SECTION	2011 ROAD NAME/NUMBER	Road WIDTH	Functional CLASS	Road Length	Skip Centerline	Skip/Solid Double Centerline	Double Centerline	Solid Yellow	D=LX2 EDGELINE	Cross-hatch	Solid White Turn Lane	STRIPING TOTAL
			Reconstruction (Striping in contract)											
			Overlay (Striping in contract)											
			Chip Seal (Requires 2 Coats)											
			Seal Coat (No striping required)											
			Leaky Watermain (Striping in contract)											
			Sewer CIP											
	1	401	192ND AVE E (SECTION 4)	24	ARTERIAL	2606	2606				5212			7818
	1	415	104TH ST E	44	ARTERIAL	1962		3924			3924		50	7898
			104TH ST E	25	ARTERIAL	960	960				1920			2880
	1	444	200TH AVE CT E	60	ARTERIAL	350			485				795	1280
			200TH AVE CT E	24	ARTERIAL	1498			1498				50	1548
	1	446	SOUTH PRAIRIE ROAD	64	ARTERIAL	1051		2535					980	3515
			SOUTH PRAIRIE ROAD	54	ARTERIAL	236							430	430
			SOUTH PRAIRIE ROAD	28	ARTERIAL	885							645	645
	1	447	ANGELINE ROAD	22	Collector	1920			1920		3840			5760
			ANGELINE ROAD	24	Collector	6360			200		200		50	450
			ANGELINE ROAD	21	Collector	2243			2243		2243			4486
			ANGELINE ROAD	36	Collector	250			250					250
	1	475	PANORAMA BLVD	24	ARTERIAL	3347	3347							3347
	1	476	176th AVE E	24	Collector	2620	2012							2012
	1	4114	MAIN STREET 184TH AVE E (4)	24	Collector	2600	530		530					1060
			MAIN STREET	39	Collector	776		774	285		677			1736
	1	4119	SKY ISLAND DRIVE	42	ARTERIAL	565		1130					50	1180
			SKY ISLAND DRIVE	42	ARTERIAL	675		1350						1350
			SKY ISLAND DRIVE	28	ARTERIAL	1320			1320					1320
			SKY ISLAND DRIVE	24	ARTERIAL	3555	904		2561					3465
			SKY ISLAND DRIVE	40	ARTERIAL	200			200				85	285
	1	4139	181st AVE EAST	22	Local Access	1680	1680							1680
	1	4140	192ND AVE EAST (4)	21	Local Access	2182	2182							2182
	1	4141	SUMNER-BUCKLEY HWY	42	ARTERIAL	200			200		400			
			SUMNER-BUCKLEY HWY	56	ARTERIAL	627		1254			1254			
			SUMNER-BUCKLEY HWY	36	ARTERIAL	1650		3300	1269		3300		200	8069
			SUMNER-BUCKLEY HWY	24	ARTERIAL	1238	1238		1352		2476		200	5266
	12	Streets	TOTAL Lin. Ft of Striping-SECTION 4			43556	15459	14267	14313		25446		3535	73020

2011 Striping Master List

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			Reconstruction (Striping in contract)											
			Overlay (Striping in contract)											
			Chip Seal (Requires 2 Coats)											
			Seal Coat (No striping required)											
			Leaky Watermain (Striping in contract)											
			Sewer CIP											
	1	501	192ND AVE E	60	Collector	200		200					50	250
			192ND AVE E	38	Collector	1623		1623					100	1723
	1	502	198TH AVE E (SECTION 5)	36	ARTERIAL	440			440				244	684
			198TH AVE E (SECTION 5)	24	ARTERIAL	1235			1235		2470			3705
	1	506	208TH AVE E (5)	21	Local Access	1815	1815							1815
Deleted		507	210TH AVE E	20	Local Access	200								0
	1	529	214th AVE E	48	ARTERIAL	2230		1850	230		5510		75	7665
			214th AVE E	48	ARTERIAL	150		150	150		150		75	525
Chip Seal		538	233rd AVE E	21	Local Access									0
	4	Streets	TOTAL Lin. Ft of Striping-SECTION 5			7893	1815	3823	2055		8130		544	16367

2011 Striping Master List

Updated 04/12/2011

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			Reconstruction (Striping in contract)											
			Overlay (Striping in contract)											
			Chip Seal (Requires 2 Coats)											
			Seal Coat (No striping required)											
			Leaky Watermain (Striping in contract)											
			Sewer CIP											

Summary:

TOTAL STRIPING CITY WIDE (Lin. FT)	Lineal Feet	171302	74957	18090	37710	126826	4207	261790
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54	Streets	TOTAL LENGTH SEC 1 - 5 (Lineal MILES)	32.4	14.2	3.4	7.1	24.0	0.8	49.6
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\$21,500 Budgeted

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

Department/Staff Contact: PW / Doug Budzynski	Meeting/Workshop Date: 24 May 2011	Agenda Bill Number: AB11-60
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2123	Councilmember Sponsor: James Rackley

Agenda Subject: Award Contract to Parametirx, Inc. for design effort of the VFD Installation Grant Project.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Contract To Parametrix, Inc. Design Effort Of The VFD Installation Grant Project.

Administrative Recommendation:

Background Summary: In 2009, the City was awarded two energy efficiency grants to support replacing older water pump motors and starters in our water pump stations with new motors and variable frequency drive (VFD) type starters. The City has reviewed the effort to installed the VFDs and determined equipment modifications and relocation will be needed to install the VFDs. To help the City in this effort, it was determined to request help from a consultant team to complete the design effort. The City advertised a Request For Qualifications and received Statements Of Qualifications from 4 different firms. A review team detemined Paramatrix was the best qualified team of the consultants who responded.

Attachments: Resolution, Agreement, Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$300,000	\$300,000	\$44,164.34	\$255,835.66
Budget Explanation: 401.086.034.594.34.63.04 VFD Installation Grant Project			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development Date: 17 May 2011	Approvals: Chair/Councilmember James Rackley Councilmember Randy McKibbin Councilmember Donn Lewis	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
Forward to:		Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

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

APPROVALS		
Director: Dan Grigsby	Mayor:	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH PARAMATRIX ENGINEERING FOR THE DESIGN EFFORT OF THE VFD INSTALLATION GRANT PROJECT.

Whereas, the City has adopted the budget for the fiscal year of 2011 providing funding for VFD Installation Grant Project; and

Whereas, the City has identified the energy deficiency of the pump motors at the City's water pump stations; and

Whereas, the City was awarded two energy efficiency grants in the amount of \$175,855 and \$85,200 to support the VFD Installation; and

Whereas, the City's Council approved the acceptance of the two energy efficiency grants by passing Resolution 1986; and

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 Paramatrix in the amount of \$44,164.34.

PASSED by the City Council this 24th day of May, 2011.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

City of Bonney Lake
Water Pumping Electrical Efficiency Upgrades
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the City of Bonney Lake ("City") and Parametrix ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.
14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized

representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By:  _____

Attachments:

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

City of Bonney Lake

Scope and Schedule for Water Pumping Electrical Efficiency Upgrades

May 3, 2011

Project Objective:

The City of Bonney Lake has secured energy conservation grant funding for replacing five (5) motors and installing variable frequency drives (VFD). The projects must be completed by the end of December 2011 to complete invoicing by March 1, 2012. To meet these dates, the City of Bonney Lake must implement an aggressive design and construction plan.

The following pump/motor VFD upgrades are included in the project

- Grainger Springs – 1 – 150hp
- Victor Falls – 1 – 125 hp and 1 – 150 hp
- Tacoma Point - 1 – 150 hp (well 4) and 1- 200 hp (well 6)

Scope:

The project requires installation of five pump motors and associated new VFD's in existing Bonney Lake pump stations. In several cases, cabinet space for a VFD is very limited and custom enclosures must be specified. Custom enclosure VFD factory shipping is running 14 weeks after approval of submittal drawings at this time. Consequentially, there is a large risk to project that a traditional bid-build construction project delivery time could not be complete by before the grant money expiration date of the end of December 2011.

To reduce this risk of completion delay, the project will be divided into three separate stages:

1. Motor Replacement
2. VFD Purchasing
3. VFD Installation.

Construction will be planned to allow sequential shutdown of pumps during the seasonally lower water demand period in the late fall. The electrical contractor will install the VFD enclosure and complete the associated wiring once its respective replacement motor is installed. In some cases, it will be possible for the electrical contractor to work while the motors are being replaced. VFD commissioning will proceed as soon as possible to allow return of the water pump to service. Parametrix will work in concert with the city to develop the construction schedule.

City of Bonney Lake

Scope and Schedule for Water Pumping Electrical Efficiency Upgrades

May 6, 2011

Stage 1: Motor Replacement

1. Tasks
 - a. COB will issue an updated RFP to three bidders for motor replacement
 - b. COB will select successful contractor.
 - c. COB Schedule motor replacement contractor to precede electrical contractor installation
2. Deliverables
 - a. Updated RFP
3. Assumptions
 - a. Motors will be installed and ready for electrical wiring sometime beginning in October , 2011

Stage 2: VFD Purchasing

1. Tasks
 - a. Visit all sites and gather physical information for preparation of VFD cabinet drawings
 - b. Determine whether a VFD can be retrofit into existing MCC.
 - c. Gather existing power design requirements
 - d. Gather existing PLC wiring and physical information schematic wire
 - e. Develop drawings and specification for bid
 - f. Evaluate the VFD supplier bids
2. Deliverables
 - a. VFD specification with custom cabinet size information to the city for purchasing
3. Assumptions
 - a. City will provide necessary front end documents for bidding the VFD's

Stage 3: VFD Installation

1. Tasks
 - a. Develop contract drawings for issuing for bid-build contract
 - b. Parametrix will design necessary PLC change to for the VFD controls to start-stop as is presently done. New alarms for the VFD's and motors over-temperature alarms will be designed as new
 - c. Parametrix startup time is limited to one day per site when the VFD startup engineer is on site.
 - d. Provide PLC program modifications for each pumps station

City of Bonney Lake

Scope and Schedule for Water Pumping Electrical Efficiency Upgrades

May 6, 2011

- e. Provide PLC and Wonderware modification at City's Maintenance Facility to add new VFD and motor alarms
- f. Parametrix startup time is limited to one day per site per motor and will be done when the VFD startup engineer is on site.

2. Deliverables:

a. Drawing and Specification List

No	Title
E1	Cover Sheet with drawing list
E2	Grainger Springs 150 hp VFD Elementary
E3	Grainger Springs Plan and Conduit Interconnection Diagram
E4	Grainger Springs PLC Modifications
E5	Victor Falls 125 hp VFD Elementary
E6	Victor Falls 150 hp VFD Elementary
E7	Victor Falls Plan and Conduit Interconnection Diagram
E8	Victor Falls PLC Modifications
E9	Tacoma Point Well 4 VFD Elementary
E10	Tacoma Point Well 4 VFD Elementary
E11	Tacoma Point Well & 6 Plans and Conduit Interconnection Diagram
E12	Tacoma Point Wells 4 & 6 PLC Modifications
S1	Tacoma Point Well 6 VFD Platform
16000	General Electrical Installation Specifications

3. Assumptions:

- a. Operator will adjust drive speeds manually The 4-20 mA input will be wired and tested but not utilized
- b. Additional automation for level, pressure and flow control and operator interface at the maintenance building will be done under a separate project

City of Bonney Lake

Scope and Schedule for Water Pumping Electrical Efficiency Upgrades

May 6, 2011

Schedule:

Stage 1: Motor Replacement

1. COB Issue RFP s May18, 2011
2. NTP June 21, 2011
3. Shutdown first pump October 24, 2011
4. Installation of first motor complete: November 1, 2011
5. Last motor installation complete November 18, 2011

Stage 2: VFD Purchasing

6. Begin Specifications May17, 2011
7. Issue VFD specification June 15, 2011
8. VFD supplier Notice to proceed : July 26, 2011
9. Last VFD onsite November 1, 2011

Stage 3: VFD Installation

1. Begin engineering: May 9, 2011
2. Issue for Bid August 5, 2011
3. Contractor NTP September 20, 2011
4. Contractor Mobilized October 15, 2011
5. Begin Electrical demo for first pump October 24, 2011
6. Re-start first pump November 7, 2011
7. Last pump complete December 16, 2011

The following sheets show photos and information gathered on a site visit on January 12, 2010

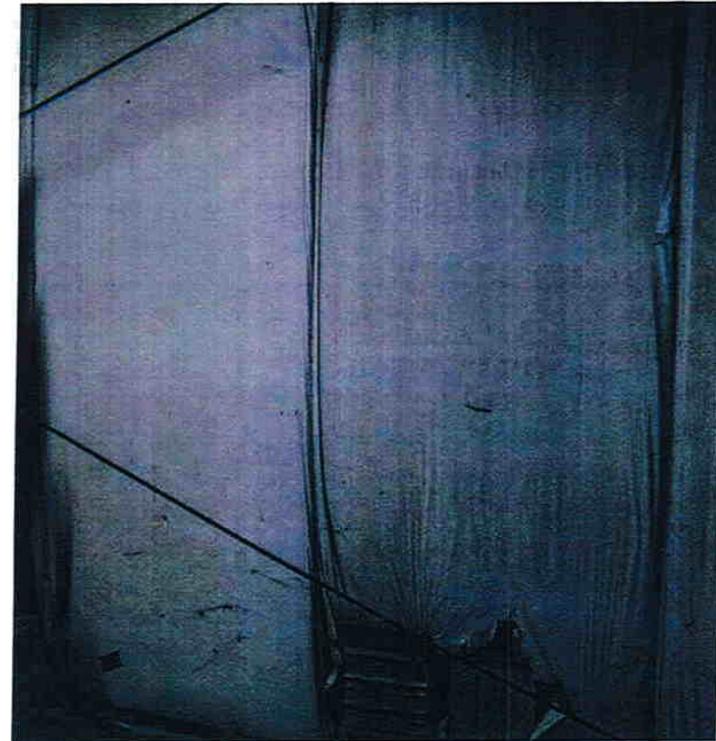
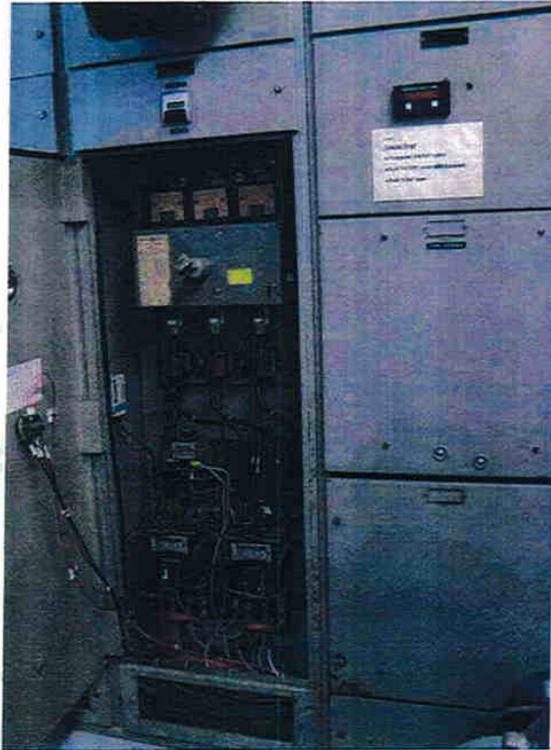
City of Bonney Lake

Scope and Schedule for Water Pumping Electrical Efficiency Upgrades

May 6, 2011

Grainger Springs

Replace one existing 150 hp motor and soft-starter with new premium efficiency motor and VFD. Mount VFD cabinet on wall adjacent to MCC. Possible alternate location in MCC sections to right of present starter. The second motor (75 hp) at Grainger will not be replaced. It can be used to supply from Grainger while the 150 hp pump is shutdown



Wall to right of MCC

Existing starter Wall space available to right of MCC for VFD cabinet

City of Bonney Lake

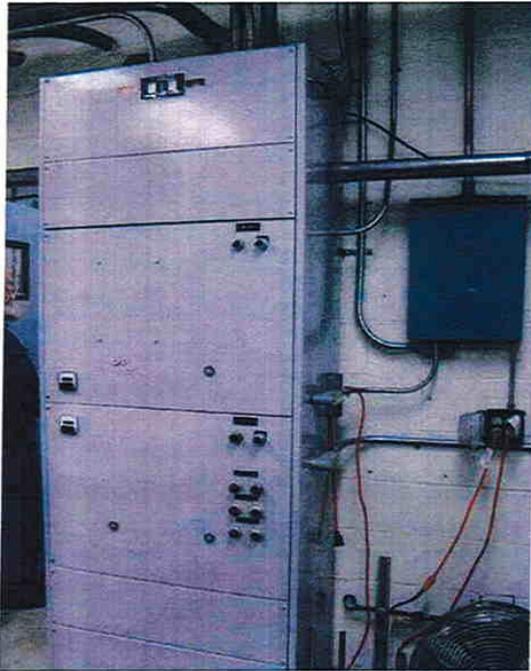
Scope and Schedule for Water Pumping Electrical Efficiency Upgrades

May 6, 2011

Victor Falls

Scope:

1. Replace one existing 125 hp motor and soft-starter with new premium efficiency motor and new VFD.
2. Replace one existing 150 hp motor and soft-starter with new premium efficiency motor and new VFD.
3. Demo existing starter cabinet. Alternately install the two new VFD's in the existing sections



Both starters are in this cabinet

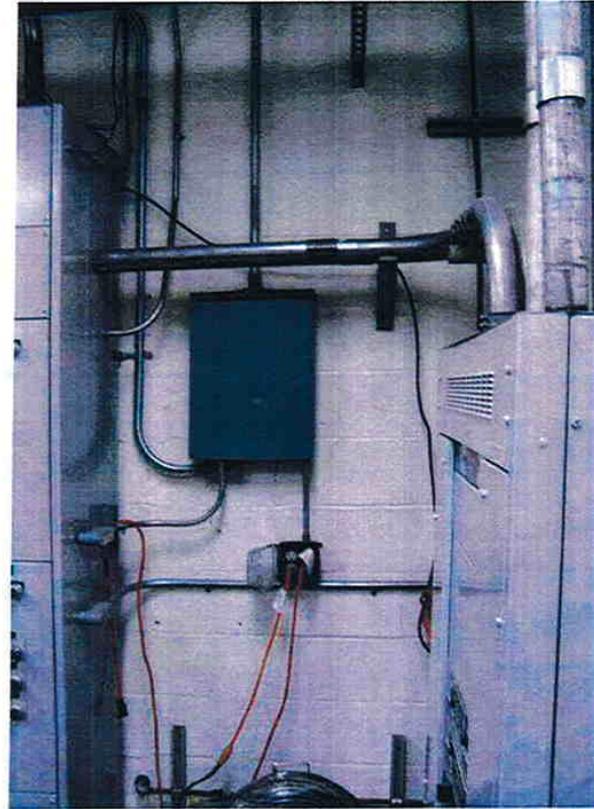
City of Bonney Lake

Scope and Schedule for Water Pumping Electrical Efficiency Upgrades

May 6, 2011



Feeder panel located to right of starter cabinet on adjacent wall

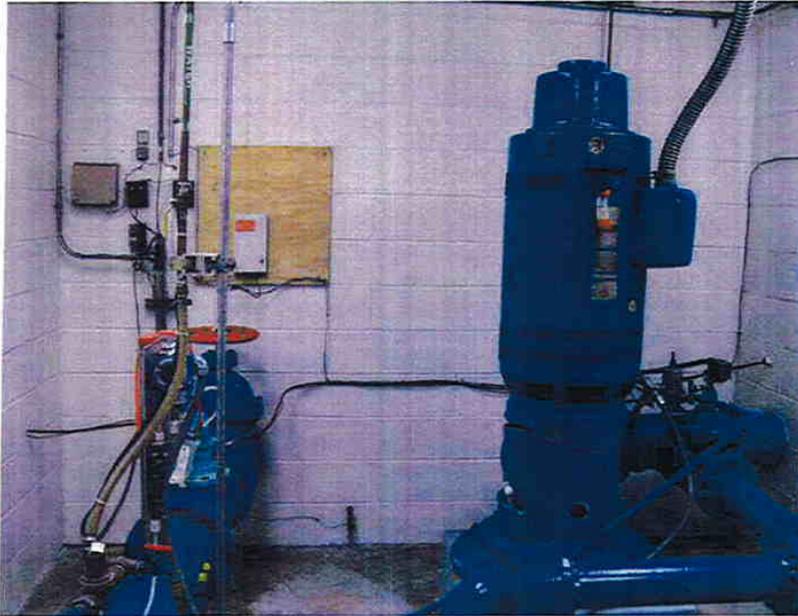


MCC for both pumps to left and feeder panel to right

City of Bonney Lake

Scope and Schedule for Water Pumping Electrical Efficiency Upgrades

May 6, 2011



125 HP motor.

150 hp motor located in line just to right out of photo

Starter cabinet behind viewer

City of Bonney Lake

Scope and Schedule for Water Pumping Electrical Efficiency Upgrades

May 6, 2011

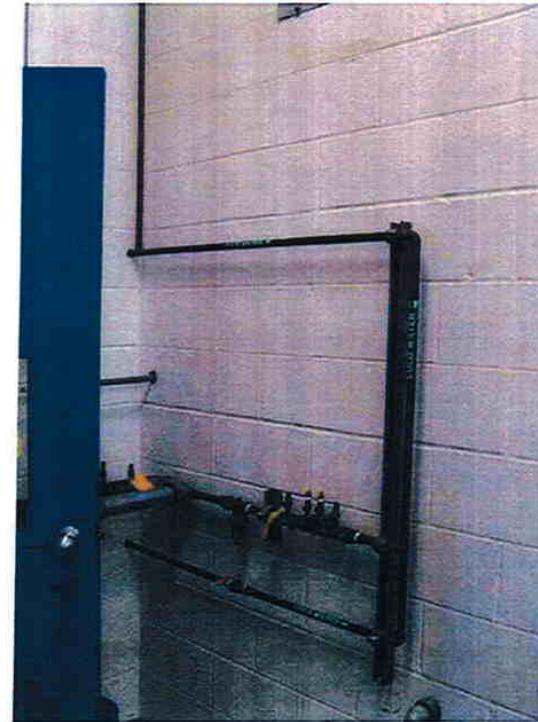
Tacoma Point Well 6

Scope:

1. Replace one existing 200 hp motor and soft-starter with new premium efficiency motor and VFD.
2. Mount VFD in existing Cutler Hammer MCC section. Alternately it could be mounted on the wall in the pump room on a platform over the main water discharge pipe



Existing soft starter location for Well 6 -200 Hp second vertical section from right end. Incoming section lower left



Possible alternate location for VFD cabinet.
Motor behind viewer

City of Bonney Lake

Scope and Schedule for Water Pumping Electrical Efficiency Upgrades

May 6, 2011



Well 6 motor - 200 hp

City of Bonney Lake

Scope and Schedule for Water Pumping Electrical Efficiency Upgrades

May 6, 2011

Tacoma Point Well 4

Scope:

1. Replace one existing 150 hp motor and soft-starter with new premium efficiency motor and VFD.
2. Install VFD in Well 4 Building in place of disconnect switch. Alternate install the new MCC where present soft starter is located. See photo in Well 6 section above.
3. Motor starter for Well 4 is in Well 2 building.
4. It was noted that room temperature in summer are presently a problem. So addition of VFD may be an issue without additional ventilation.



Well 4 Disconnect in Well 4 Building. Motor out of view to right



Well 4 motor – 150 hp

Exhibit B

Client: City of Bonney Lake
 Project: Bonney Lake VFD Upgrade
 Project No: 216-1611-838

Phase	Task	Description	Amount	Hours	Rate	Personnel
01	Project Management	Project Management + Expenses	\$11,821.34	76	\$155.54	David Roberts (Division Manager)
01	Site Visits	Site Visits	\$2,997.13	23	\$129.87	Howard R. Woodward (Sr Engineer)
02	Meetings	Meetings	\$3,560.20	20	\$178.01	Gary White (Sr Engineer)
03	Preb. Cost of Const	Preb. Cost of Const	\$2,288.70	14	\$163.48	Dennis E. Petersen (Sr Designer)
04	Quality Control	Quality Control	\$996.85	8	\$124.61	David G. Wilson (Engineer II)
05	Quality Assurance	Quality Assurance	\$1,602.09	9	\$178.01	Denise D. Peterson (Designer I)
02	Specs	Specs	\$3,870.00	34	\$113.82	Glen E. Barcus (Designer IV)
01	VFD Specification	VFD Specification	\$2,320.00	20	\$116.00	Steven Wagner (Sr Engineer)
02	General Electrical Installation	General Electrical Installation	\$1,550.00	14	\$110.71	Oskar K. Agustsson (Sr Engineer)
03	Drawings	Drawings	\$18,145.00	143	\$126.89	Kathleen M. Braaten (CADD Operator II)
01	Granger Springs	Granger Springs	\$4,665.00	36	\$129.58	Keith S. Parker (Sr Consultant)
02	Victor Falls	Victor Falls	\$6,310.00	49	\$128.78	Christy Pope (Project Coordination Supervisor)
03	Tacoma Point Well 4	Tacoma Point Well 4	\$3,885.00	32	\$121.41	Corp Finance Project Accountant
04	Tacoma Point Well 6	Tacoma Point Well 6	\$3,285.00	26	\$126.35	Corp Finance Project Accountant
04	Programming	Programming	\$5,168.80	34	\$152.02	Word Processing Specialist
01	Granger Springs PLC	Granger Springs PLC	\$764.40	5	\$152.88	Kathleen M. Bauer
02	Victor Falls PLC	Victor Falls PLC	\$764.40	5	\$152.88	
03	Tacoma Point Well 4 PLC	Tacoma Point Well 4 PLC	\$764.40	5	\$152.88	
04	Tacoma Point Well 6 PLC	Tacoma Point Well 6 PLC	\$764.40	5	\$152.88	
05	City Maintenance SCADA Sys	City Maintenance SCADA Sys	\$7,111.20	14	\$507.94	
05	Startup	Startup	\$4,659.20	32	\$145.60	
01	Granger Springs	Granger Springs	\$1,164.80	8	\$145.60	
02	Victor Falls	Victor Falls	\$1,164.80	8	\$145.60	
03	Tacoma Point Well 4	Tacoma Point Well 4	\$1,164.80	8	\$145.60	
04	Tacoma Point Well 6	Tacoma Point Well 6	\$1,164.80	8	\$145.60	
Labor Totals:			\$43,664.34	319		

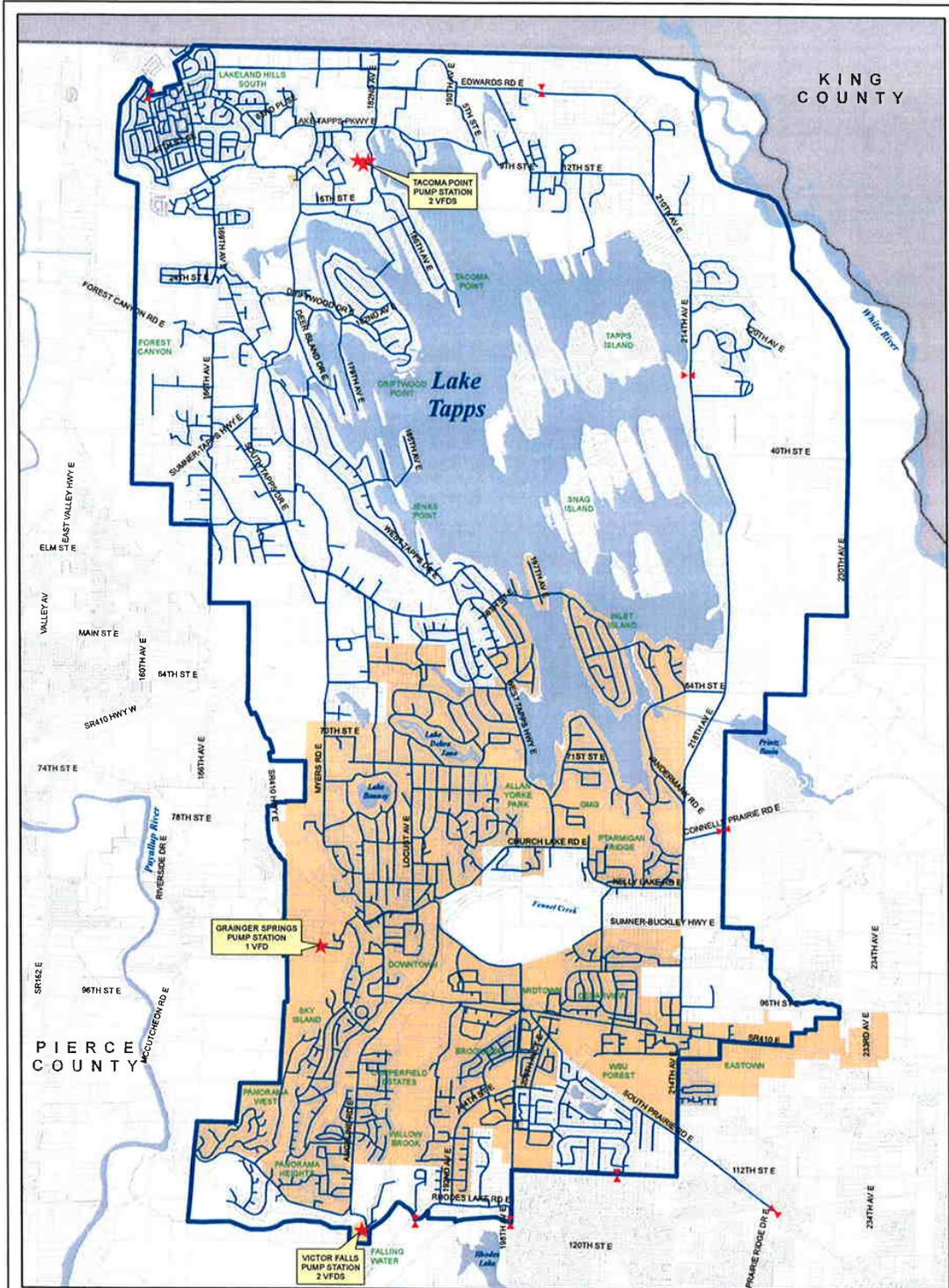
DIRECT EXPENSES:

Description	Amount
Expenses	\$500.00
Expense Total:	\$500.00
Project Total:	\$44,164.34

A1 - Parametrix Washington State Category Billing Rates - January 1, 2010

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
Principal	19/20	\$210	Project & Construction Srv Mgr	18	\$205
Project Delivery Officer	19	\$215	Site Construction Manager	18	\$175
Principal Consultant	19/20	\$235	Sr. Construction Manager	17	\$170
Program Manager	20	\$230	Sr. Construction Manager	16	\$165
Program Manager	19	\$210	Sr. Construction Manager	15	\$140
Program Manager	18	\$165	Construction Mgr. IV	14	\$135
Division Manager	19	\$210	Construction Mgr. III	13	\$130
Division Manager	18	\$190	Construction Mgr. II	12	\$110
Division Manager	17	\$185	Constr Technician IV	12	\$115
Division Manager	16	\$155	Constr Technician III	11	\$110
Operations Manager	18	\$170	Constr Technician II	10	\$90
Operations Manager	17	\$165	Constr Technician I	8/9	\$80
Operations Manager	16	\$140			
Sr Consultant	19-21	\$215	CADD Supervisor	12	\$110
Sr Consultant	17/18	\$195	CADD Tech Lead	12	\$115
Sr Engineer	17	\$175	CADD Operator III	11	\$105
Sr Engineer	16	\$165	CADD Operator II	9/10	\$80
Sr Engineer	15	\$150	CADD Operator I	8	\$70
Engineer IV	14	\$130			
Engineer III	13	\$125	Sr. GIS Analyst	11	\$100
Engineer III	12	\$115	GIS Technician	10	\$90
Engineer II	11	\$105	GIS Technician	9	\$85
Engineer I	10	\$95			
Engineering Technician	9	\$80	Survey Supervisor	14	\$135
			Sr Surveyor	13	\$135
			Sr Surveyor	12	\$115
Sr. Designer	16/17	\$160	Surveyor III	11	\$105
Sr. Designer	15	\$145	Surveyor II	10	\$85
Designer IV	14	\$140	Surveyor I	9	\$70
Designer III	13	\$125	Jr Surveyor	8	\$65
Designer III	11/12	\$115			
Designer II	11	\$100	Production Manager	12	\$125
Designer II	9/10	\$95	Word Proc Mgr/Editor	11	\$105
Designer I	9/10	\$90	Technical Editor	10	\$100
			Word Processing Specialist	9	\$90
Sr Planner	17	\$180	Sr Word Processor	8	\$75
Sr. Planner	16	\$160	Word Processor	7	\$65
Sr. Planner	15	\$140			
Planner IV	14	\$120	Sr. Graphic Artist	10	\$105
Planner III	12/13	\$110	Graphic Artist	9	\$85
Planner II	11	\$95			
Planner I	10	\$85	Project Controls Specialist	11	\$100
			Project Coordination Supervisor	11	\$95
Sr. Toxicologist	17	\$195	Sr Project Coordinator	10	\$90
Sr. Toxicologist	15/16	\$155	Project Coordinator	9	\$85
Toxicologist IV	14	\$130	Sr Technical Aide	8	\$75
Toxicologist III	12/13	\$115	Technical Aide	7	\$70
Toxicologist II	11	\$90			
Toxicologist I	10	\$85	Staff Accountant	10	\$100
			Sr. Project Accountant	10	\$90
Sr. Scientist/Biologist	17	\$170	Sr. Accounting Specialist	10	\$85
Sr. Scientist/Biologist	16	\$160	Project Accountant	9	\$80
Sr. Scientist/Biologist	15	\$145	Project Accountant	8	\$75
Scientist/Biologist IV	14/15	\$130			
Scientist/Biologist III	13	\$115	Office Admin Manager	12-14	\$125
Scientist/Biologist III	12	\$110	Office Administrator	10	\$90
Scientist/Biologist II	11	\$100	Sr Admin Asslt	9	\$90
Scientist/Biologist I	10	\$85	Sr Admin Asslt	8	\$70
			Admin Assistant	8/7	\$65
Sr Hydrogeologist	17	\$165	Receptionist	6	\$55
Sr Hydrogeologist	16	\$160	Office Clerk	4	\$45
Sr Hydrogeologist	15	\$145			
Hydrogeologist IV	14	\$115	Sr. LAN Admin	13	\$105
Hydrogeologist III	12/13	\$110	LAN Admin I	11/12	\$100
Hydrogeologist II	11	\$90	Information Resource Manager	13	\$120
Hydrogeologist I	10	\$85	Librarian	11	\$85
			Library Specialist	9	\$75
			Library Assistant	6	\$60
Environmental Technician III	10	\$105			
Environmental Technician II	9	\$85	Expert Witness		\$250
Environmental Technician I	8	\$75	Value Engineering		\$250

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



Legend

- ★ Water Sources
- ⌵ Interties
- Water Main Lines
- Water Service Area
- Pierce County Boundary
- Tax Parcels
- City Limits

**Variable Frequency Drive (VFD)
Installation Project Site Map**



March 21, 2011

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

Department/Staff Contact: PW / Doug Budzynsk	Meeting/Workshop Date: 24 May 2011	Agenda Bill Number: AB11-61
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2124	Councilmember Sponsor: James Rackley

Agenda Subject: Award Contract to Parametirx, Inc. for design effort of the 97th St & 208th Ave. E. Sidewalk, Watermain, and Sewer main Improvements.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Contract To Parametrix, Inc. For The 97th St. & 208th Ave. E. Sidewalk, Watermain, And Sewermain Improvements.

Administrative Recommendation:

Background Summary: The Public Works Department is combining three sources of revenue to address

1. A pedestrian "missing link" connection from SR 410 to the park in Cedarview,
2. The leaky substandard watermains (part of the Leaky Main PWTF Project),
3. The future reduction of septic systems on 208th Ave E,
4. As a result, we complete pavement restoration within the project limits.

Attachments: Resolution, Agreement, Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$760,000.00	\$669,159.80	\$164,091.94	\$505,067.86
Budget Explanation:			
401.084.034.594.34.63.04	\$100,000 Leaky Water Main Phase 2E; 2011 Budget = \$175,000		
301.000.032.594.44.65.01	\$10,000 Neighborhood Sidewalk Improvements; 2011 Budget = \$300,000		
402.020.035.594.35.63.05	\$54,091.94 Septic System Reduction Program; 2011 Budget = \$285,000		

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development	<i>Approvals:</i>	
	Date: 17 May 2011	Chair/Councilmember James Rackley	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Councilmember Randy McKibbin	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Councilmember Donn Lewis	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Forward to:	Consent	
		Agenda: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

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

APPROVALS		
Director: <i>Dan Grigsby</i>	Mayor:	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH PARAMATRIX ENGINEERING FOR THE 97TH STEET AND 208TH AVENUE SIDEWALK, WATERMAIN, AND SEWERMAIN IMPROVEMENTS.

Whereas, the City has adopted the budget for the fiscal years 2011 and 2012 providing funding for Neighborhood Sidewalk Improvements; and

Whereas, the Non-motorized Plan for the city identifies the pedestrian link from SR 410 to the Cedarview Park as a priority link to be established; and

Whereas, the City budget has also approved funding to reduce the number of septic systems within they city's sewer service area; and

Whereas, the City budget has also approved funding for the replacement of leaky water mains within the city's water system; and

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 Paramatrix in the amount of \$164,091.94.

PASSED by the City Council this 24th day of May, 2011.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

**City of Bonney Lake 97th Street E Sidewalks
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the City of Bonney Lake ("City") and Parametrix ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By:  _____

Attachments:

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

SCOPE OF WORK

City of Bonney Lake 97th Street E Sidewalks

PROJECT OVERVIEW

The City of Bonney Lake (City) will be installing sidewalks on 97th Street E between 208th Avenue and 210th Avenue, and along 208th Avenue between SR 410 and Cedarview Park. Specific improvements within 97th Street E and 208th Avenue E are:

97th Street East

- Sidewalks on north side of 97th Street E between 206th Avenue E and 210th Avenue E.
- Bio-retention swale located on the south side of 97th Street E between 208th Avenue E and 210th Avenue E.
- Overlay and/or restoration of existing pavement surface with hot mix asphalt concrete between 206th Avenue E and 210th Avenue E.
- Replacement of the existing 4-inch-diameter steel water main between 206th Avenue E and 210 Avenue E with 8-inch-diameter ductile iron water main.

208th Avenue East

- Sidewalks on west side of 208th Avenue E between SR 410 and Cederview Park.
- Bio-retention swale located on the east side of 208th Avenue E between SR 410 and 95th Street E.
- Overlay and/or restoration of existing pavement surface with hot mix asphalt concrete between SR 410 and 95th Street E.
- Install dry line sanitary sewer (8-inch diameter) between 97th Street E and 95th Street E.
- Replacement of the existing 4-inch-diameter steel water main between 97th Street E and 95th Street E with 8-inch-diameter ductile iron water main.

SCHEDULE

The design is anticipated to be complete by November 30, 2011, with construction beginning in early 2012.

PHASE 1 – DESIGN

Task 1 – Project Management and QA/QC

Goal: To provide the tools for continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by the City.

Assumptions: Following are the assumptions for Task 1:

- A 6-month project schedule is assumed.
- Two meetings at the City of Bonney Lake Annex are included in the budget.

Deliverables: Following are the deliverables for Task 1:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.
- Meeting notes if applicable.

Task 2 – Survey

Goal: To prepare a topographic survey base map of existing conditions and improvements within the above described corridors for use in preparing detailed design plans.

Approach: Using record information and existing monuments controlling the Plat of Cedar View, Parametrix surveyors will establish horizontal and vertical control throughout the proposed corridors. Mapping will consist of locating existing improvements and ground conditions within the above described right-of-way. Parcel lines and right-of-way limits will be based upon the aforementioned plat. Ground features including tops and toes, breaks, edge of pavement, and ditches will be mapped at sufficient detail to create 1-foot contours. Structures such as fences, driveways, overhead utilities and other physical visible improvements will be mapped. An underground utility locate firm will be hired to mark buried utilities such as gas, water, power, telephone, and TV. cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the field work has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2011.

Assumptions: Following are the assumptions for Task 2:

- Title reports will not be ordered for this work; boundary information will be based upon recorded information and the Plat of Cedar View.
- Property corners will not be set, nor will a Record of Survey be prepared.
- Horizontal Datum: NAD 83/91 Washington State Plane Coordinate System, South Zone adjusted to WSRN network.
- Vertical Datum: NAVD 1988 per WSRN network.

Deliverable: A topographic base map prepared in AutoCAD Civil 3D format.

Task 3 – Preliminary Design

Goal: To prepare plans to approximately a 30% completion level, draft stormwater technical memorandum, and an associated opinion of probable cost.

Approach: Parametrix will complete a preliminary design based on the field survey and the applicable design guidelines. Parametrix will also complete a draft stormwater technical memorandum. The City will

review the submitted documents and provide comments and direction for incorporation into the Final Plans, Specifications, and Estimate.

The 30% Plans are assumed to include:

• Cover Sheet and Legend	2 Sheets
• Horizontal Control Plan	1 Sheet
• Typical Sections	1 Sheet
• Demo and TESC Plans	3 Sheets
• Alignment Plan and Profile	6 Sheets
• Water Plan and Profile	2 Sheets
• Dry Line Sewer Plan and Profile	2 Sheets
• Utility Conflict Plan	3 Sheets
• Details	<u>7 Sheets</u>
Total:	27 Sheets

Opinion of Probable Cost: Parametrix will prepare an opinion of cost based on estimate quantities and costs for lump sum items as determined by the 30% plans. The opinion of probable cost will have three bid schedules. One will be for road improvements, one for water, and one for sewer improvements.

Septic System Locates: Parametrix will research septic system as-builts at the Tacoma Pierce County Health Department (TPCHD) and determine where the existing septic tanks are. This information will be used to provide lateral locations off the dry line sewer for future connection.

Utility Coordination: Parametrix staff will meet once either on-site or at the City Annex to review the Utility Conflict Plan with the utility companies that provide service in the project limits.

Draft Stormwater Technical Memorandum: Parametrix will prepare a draft stormwater technical memorandum that outlines how the proposed stormwater facilities comply with the stormwater mitigation requirements of the *Pierce County 2008 Stormwater Management and Site Development Manual*.

Assumptions: Following are the assumptions for Task 3:

- All plans will be prepared in AutoCAD 2011 Civil 3D format.
- All design elements will be in accordance with the *City of Bonney Lake 2008 Development Policies and Public Works Design Standards* and the *Pierce County 2008 Stormwater Management and Site Development Manual*.

Deliverables: Following are the deliverables for Task 3:

- Three copies of half-size (11-inch by 17-inch) plans and engineer's estimate of probable cost.
- Three copies of the draft stormwater technical memorandum.

Task 4 – Final Plans, Specifications, and Estimate

Goal: To prepare final contract bidding documents for advertisement by the City including contract form and proposal, contract supplemental and general provisions, technical provisions, and contract plans. Parametrix will also prepare a final opinion of cost that may be used by the City for bid tabulation, and a final stormwater technical memorandum for the City's reference.

Approach: Parametrix will complete final plans, specifications, and an opinion of cost based on the City's comments following review of the preliminary design deliverables and applicable design guidelines. Parametrix will also incorporate the City's comments and complete a final stormwater technical memorandum.

Parametrix will prepare 90% plans and specifications for review by the City. The City will review the plans and specifications and return comments to Parametrix for incorporation into the final contract documents.

The 90% plans are assumed to include:

• Cover Sheet and Legend	2 Sheets
• Horizontal Control Plan	1 Sheet
• Typical Sections	1 Sheet
• Demo and TESC Plans	3 Sheets
• Alignment Plan and Profile	6 Sheets
• Water Plan and Profile	2 Sheets
• Dry Line Sewer Plan and Profile	2 Sheets
• Details	<u>7 Sheets</u>
Total:	24 Sheets

The contract and technical specifications will be prepared using the City's boilerplate and will follow the 2010 WSDOT Standard Specifications format. Parametrix will include three (3) separate bid schedules for the water main replacement, dry line sanitary sewer main installation, and the sidewalk construction.

Review Meetings and Coordination: Parametrix will meet with the City to review the 90% comments prior to preparing the Final Contract Documents (Final Plans, Contract, and Technical Specifications). Following completion of the final bidding documents, Parametrix will meet with the City Project Manager assigned to the project to review the intent of the plans and technical specifications to ensure that the City's Project Manager is informed of the work to be completed and how the work is to be measured and paid

Assumptions: Following are the assumptions for Task 4:

- The City will be responsible for the administration of the bidding process.
- The City will complete all environmental documentation and coordination, as appropriate, with outside agencies such as DAHP.

Deliverables: Following are the deliverables for Task 4:

- Three copies of half-size (11-inch by 17-inch) 90% plans, contract documents and engineer's estimate of probable cost.
- Ten copies of half-size (11-inch by 17-inch) final plans, contract documents, and engineer's estimate of probable cost.
- Final engineers estimate of probable cost in MS Excel format.
- 5-copies of full size (22-inch by 34-inch) final plans.
- Final stormwater technical memorandum in PDF format.
- Electronic copy of all final deliverables in their respective native format(s).

Task 5 – Geotechnical Investigation and Report

Goal: To conduct a geotechnical investigation and analysis of native soil conditions to determine the receptivity and site suitability for the use of bio-retention swales along the south side of 97th Street between 206th Avenue E and 210th Avenue E and on the east side of 208th Avenue E between SR 410 and 95th Street E.

Approach: Parametrix will retain Landau and Associates to complete the geotechnical investigation.

Deliverables: Following are the deliverables for Task 5:

- Draft geotechnical data report in PDF format for review.
- Final geotechnical data report in PDF format.

Assumptions: Following are the assumptions for Task 5:

- Up to six (6) test pits will be excavated by City staff using City equipment.
- All necessary permits for field investigations will be obtained by the City.

Exhibit B

Client: City of Bonney Lake
 Project: 97th Street Sidewalks
 Project No:

Division Manager	Engineer III	Designer I	Sr Consultant	Puyallup Survey Crew	Sr Surveyor	Survey Supervisor	Tech Aide	Project Coordination Supervisor	Summer Wordprocessing	Corp Finance Project Accountant
Austin Fisher	John L. Wright	John M. Betzvog	Rick Hermes	Puyallup Survey Crew	Darrell Plain	David A. Ironmonger	Cheryl R. Beuprez	Christy Pope	Summer Wordprocessing	Corp Finance Project Accountant

Burdened Rates:

Phase	Task	Description	Labor Dollars	Labor Hours	\$200.00	\$125.00	\$100.00	\$200.00	\$175.50	\$125.00	\$145.00	\$70.00	\$100.00	\$65.00	\$86.13
01	01	Design	\$157,970.78	1,297	60	545	421	53	48	48	16	4	39	57	6
		Project Management & QA/QC	\$11,811.78	72	30	8		16					9	3	6
		Invoices (6)	\$1,416.78	12	3								3		6
		Progress Reports (6)	\$1,395.00	12	3								6	3	
		Meetings (2)	\$2,600.00	16	8	8									
		QA/QC	\$6,400.00	32	16			16							
01	02	Mapping	\$17,024.00	116					48	48	16	4			
01	03	Preliminary Design (30%)	\$65,060.00	558	8	288	240	14					4	4	
		Research Septic Sys Locations	\$1,000.00	8	8										
		Draft Stormwater Tech Memo	\$6,060.00	48	4	40									
		30% Plans	\$53,400.00	468		216	240	12							
		Cover Sheet and Legend (2)	\$1,800.00	16		8	8								
		Horizontal Control Plan (1)	\$1,300.00	12		4	8								
		Typical Sections (1)	\$2,600.00	24		8	16								
		Demo & TESC Plans (3)	\$5,400.00	48		24	24								
		Alignment Plan & Profile (6)	\$21,600.00	192		96	96								
		Water Plan & Profile (3)	\$4,800.00	36		24	24	12							
		Dry Line Sewer Plan & Profile (3)	\$5,400.00	48		24	24								
		Utility Conflict Plan (3)	\$4,200.00	36		24	12								
		Details (7)	\$6,300.00	56		28	28								
		30% Opinion of Cost	\$4,600.00	34	4	24		2							
01	04	Final Plans, Specs & Est.	\$64,075.00	551	22	249	181						4		
		Final Stormwater Tech Memo	\$1,730.00	14	2	8		23					26		50
		90% Plans	\$30,850.00	268		114	138	12					4	2	
		Cover Sheet and Legend (2)	\$1,300.00	12		4	4								
		Horizontal Control Plan (1)	\$450.00	4		2	2								
		Typical Sections (1)	\$1,800.00	16		8	8								
		Demo & TESC Plans (3)	\$2,700.00	24		12	12								
		Alignment Plan & Profile (6)	\$10,800.00	96		48	48								
		Water Plan & Profile (3)	\$4,800.00	36		24	24	12							
		Dry Line Sewer Plan & Profile (3)	\$5,400.00	48		24	24								
		Details (7)	\$3,600.00	32		16	16								
		90% Opinion of Cost	\$3,800.00	28	2	24		2							
		90% Contract Specifications	\$10,280.00	92	8	40		4					8	32	
		90% Review Meeting	\$1,300.00	8	4	4									
		Final Plans	\$9,475.00	84		35	43	2					4		
		Cover Sheet and Legend (2)	\$850.00	8		2	2								
		Horizontal Control Plan (1)	\$225.00	2		1	1								
		Typical Sections (1)	\$450.00	4		2	2								
		Demo & TESC Plans (3)	\$1,350.00	12		6	6								
		Alignment Plan & Profile (6)	\$2,700.00	24		12	12								
		Water Plan & Profile (3)	\$1,200.00	10		8	2								
		Dry Line Sewer Plan & Profile (3)	\$1,800.00	16		8	8								
		Details (7)	\$900.00	8		4	4								
		Final Opinion of Cost	\$1,800.00	12	2	8		2							
		Final Contract Documents	\$4,840.00	45	4	16		1					8	16	
Labor Totals:			\$157,970.78	1,297	60	545	421	53	48	48	16	4	39	57	6
					\$12,000.00	\$68,125.00	\$42,100.00	\$10,600.00	\$8,424.00	\$6,000.00	\$2,320.00	\$280.00	\$3,900.00	\$3,705.00	\$516.78

SUBCONSULTANTS

Subconsultant Name	Amount
Landau Associates, Inc.	\$7,598.80
MT View Locating Services LLC	\$1,144.00
Subconsultant Total:	\$8,742.80

DIRECT EXPENSES:

Description	Amount
B & W 8.5 x 11	\$180.00
B & W 11 x 17	\$360.00
Plotter Bond	\$375.00
Mileage	\$130.05
WA Survey Equipment	\$594.00
WA Survey Vehicle	\$306.00
Expense Total:	\$1,945.05

Project Total: \$168,658.63

Parametrix Category Billing Rates - April 15, 2011 through September 30, 2012

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$70	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$85	Planner I	10	\$90
CADD Operator III	11	\$115	Planner II	11	\$100
CADD Tech Lead	12	\$120	Planner III	12/13	\$120
CADD Supervisor	12	\$110	Planner IV	14	\$130
CADD Services Manager	14	\$125	Sr. Planner	15	\$150
			Sr. Planner	16	\$170
			Sr. Planner	17	\$190
Designer I	10	\$100	Jr. Scientist/Biologist	8	\$75
Designer II	11	\$105	Scientist/Biologist I	10	\$85
Designer III	12	\$120	Scientist/Biologist II	11	\$110
Designer III	13	\$135	Scientist/Biologist III	12	\$115
Designer IV	14	\$145	Scientist/Biologist III	13	\$120
Sr. Designer	15	\$150	Scientist/Biologist IV	14	\$135
Sr. Designer	16/17	\$165	Sr. Scientist/Biologist	15	\$150
			Sr. Scientist/Biologist	16	\$165
			Sr. Scientist/Biologist	17	\$175
Engineering Technician I	8	\$75	Environmental Technician I	8	\$85
Engineering Technician II	9	\$85	Environmental Technician II	9	\$90
Engineer I	10	\$95	Environmental Technician III	10	\$100
Engineer II	11	\$100			
Engineer III	12	\$115	Jr. Toxicologist	8	\$75
Engineer III	13	\$125	Toxicologist I	10	\$95
Engineer IV	14	\$135	Toxicologist II	11	\$105
Sr. Engineer	15	\$150	Toxicologist III	12/13	\$115
Sr. Engineer	16	\$170	Toxicologist IV	14	\$140
Sr. Engineer	17	\$180	Sr. Toxicologist	15/16	\$165
Sr. Consultant	18	\$200	Sr. Toxicologist	17	\$210
Sr. Consultant	19	\$215			
			Hydrogeologist I	10	\$95
Jr. Surveyor	8	\$70	Hydrogeologist II	11	\$100
Surveyor I	9	\$80	Hydrogeologist III	12/13	\$115
Surveyor II	10	\$85	Hydrogeologist IV	14	\$115
Surveyor III	11	\$110	Sr. Hydrogeologist	15	\$150
Sr. Surveyor	12	\$115	Sr. Hydrogeologist	16	\$165
Sr. Surveyor	13	\$140	Sr. Hydrogeologist	17	\$170
Survey Supervisor	14	\$145			
Regional Surveyor	18	\$185	GIS Technician	9/10	\$85
			Sr. GIS Analyst	11	\$95
Construction Technician I	8/9	\$85			
Construction Technician II	10	\$90	Graphic Artist	9	\$80
Construction Technician III	11	\$120	Sr. Graphic Artist	10	\$110
Construction Technician IV	12	\$135			
Construction Manager I	11	\$110	Technical Aide	7	\$70
Construction Manager II	12	\$125	Sr. Technical Aide	8	\$75
Construction Manager III	13	\$135	Project Coordinator	9	\$90
Construction Manager IV	14	\$145	Sr. Project Coordinator	10	\$95
Sr. Construction Manager	15	\$150	Project Controls Specialist	11	\$100
Sr. Construction Manager	16	\$170	Project Coordination Supervisor	11	\$100
Sr. Construction Manager	17	\$175			
Site Construction Manager	18	\$180	Project Accountant	8	\$80
			Project Accountant	9	\$85
Operations Manager	16	\$150	Sr. Project Accountant	10	\$95
Operations Manager	17	\$170	Sr. Accounting Specialist	10	\$100
Operations Manager	18	\$180	Sr. Contract Administrator	11	\$115
Division Manager	16	\$165			
Division Manager	17	\$190	Library Specialist	9	\$80
Division Manager	18/19	\$200	Librarian	11	\$85
Regional Division Manager	18/19	\$205	Information Resource Manager	13	\$125
Program Manager	18/19	\$210	LAN Admin I	11	\$100
Program Manager	20	\$240	LAN Admin II	12	\$110
Principal Consultant	19	\$220	Sr. LAN Admin	13	\$105
Principal Consultant	20	\$240	Office Clerk	4	\$55
Project Delivery Officer	19	\$205	Receptionist	6	\$60
Principal	19/20	\$210	Admin Assistant	6/7	\$65
			Sr Admin Assistant	8	\$70
Word Processor	7	\$65	Sr Admin Assistant	9	\$90
Sr. Word Processor	8	\$75	Office Administrator	10	\$95
Word Processing Specialist	9	\$95	Sr. Office Administrator	11	\$110
Technical Editor	10	\$105	Office Administrative Manager	12-14	\$130
Word Proc Mgr/Editor	11	\$110			
Production Manager	12	\$130			
Expert Witness		\$250			
Value Engineering		\$250			

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

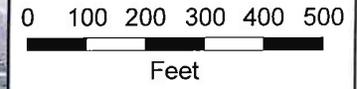
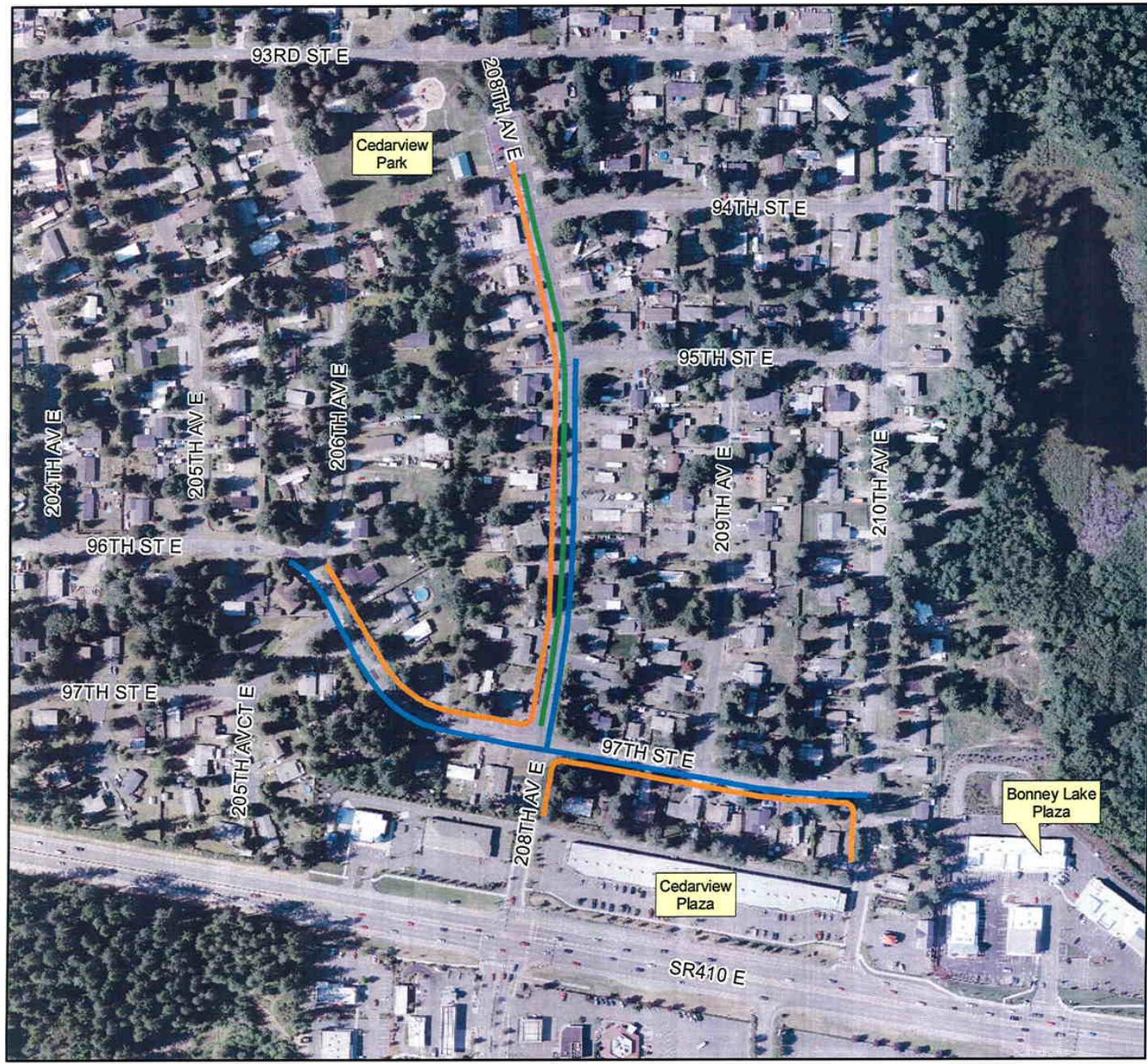


City of Bonney Lake

Cedarview Improvements

208th Street E &
97th Street E

-  Leaky Water Main Replacement
-  New Sewer Main
-  New Sidewalk



May 12, 2011

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

Department/Staff Contact: CD / Heather Stinson	Meeting/Workshop Date: 24 May 2011	Agenda Bill Number: AB11-57
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D11-57	Councilmember Sponsor:

Agenda Subject: Updating process for amending Development Regulations

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Update Of BLMC Title 14 In Regards To The Process For Amending Development Regulations.

Administrative Recommendation:

Background Summary: BLMC currently requires Planning Commission review, a public hearing and review by the State Department of Commerce for any and all amendments to the text of Titles 14-19. The attached ordinance, drafted by City legal staff, limits this process to only those text amendments that meet the state definition of "Development Regulation."
Attachments: Ordinance D11-57, Planning Commission recommendation memo

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:	6 Apr 2011		
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s): 17 May 2011	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director: <i>John P. Vodopich, AICP</i>	Mayor:	Date Reviewed by City Attorney: (if applicable):



Memo

Date : April 20, 2011
To : Mayor and City Council
From : Grant Sulham, Planning Commission Chair
CC :
Re : **Changes to municipal code in regards to amending Development Regulations**

Explanation for Proposed Ordinance Amending Title 14 of BLMC
(As drafted by City legal staff)

Washington’s Growth Management Act (Chapter 36.70A of RCW) provides municipalities with a framework for land use planning and the regulation of development. Among other conditions, the GMA requires municipalities to create a comprehensive plan to alleviate the problems associated with uncoordinated and unplanned growth. To implement the comprehensive plan, municipalities must impose “development regulations,” defined as “the controls placed on development or land use activities by a county or city, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, planned unit development ordinances, subdivision ordinances, and binding site plan ordinances....” RCW 36.70A.030(7); *see also* WAC 365-196-800(1). Municipalities must adhere to a specific GMA review process for any proposed amendment to the comprehensive plan or a development regulation. *See, e.g.,* RCW 36.70A.106.

Bonney Lake implements its comprehensive plan through development regulations contained in the city’s Development Code (Titles 14-19 of BLMC). However, not all provisions of the Development Code are development regulations as defined by the GMA. *See, e.g.,* Chapter 15.16 of BLMC, Automatic Fire Extinguishing Systems; Chapter 15.32, Street Names and Addresses.

The current language of the City’s code can be interpreted to require all proposed amendments to the Development Code to go through the GMA review process, regardless of whether or not the provision being amended meets the GMA definition of a development regulation. *See, e.g.,* BLMC 14.140.070 – “The city shall comply with RCW 36.70A.106 regarding review by the office of community development of proposed amendments to the comprehensive plan or development code.”

The proposed ordinance corrects this confusion. It clarifies that only a proposed amendment to a provision of the Development Code that meets the GMA definition of a “development regulation” must follow the GMA review process. This leaves discretion with the City to determine whether or

not a proposed amendment is to a “development regulation” as defined under the GMA. Such a determination can only be made on a case-by-case basis, applying the definitions and criteria of the GMA.

For instance, the City recently amended its Sign Code (chapter 15.28 of BLMC). Some amendments to the Sign Code would be considered an amendment to a “development regulation” while other amendments would not. The recent amendments addressed legal definitions and enforcement issues. That type of amendment does not implicate the comprehensive plan and therefore does not meet the GMA definition of a “development regulation.” However, if a proposed amendment altered the allowable size or location of a category of signs, that amendment would meet the GMA definition of a “development regulation” and the City would need to follow the GMA review process.

Recommendation:

The Planning Commission voted 5-1 to recommend that the City Council adopt the attached draft ordinance which revises the review process for municipal code text amendments.

ORDINANCE NO. D11-57
AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY,
WASHINGTON, AMENDING TITLE 14 OF BONNEY LAKE MUNICIPAL CODE.

WHEREAS, the City of Bonney Lake wishes to clarify statutory definitions from Chapter 36.70A of RCW as referenced in the Bonney Lake Municipal Code; and

WHEREAS, the City wishes to clarify the amendment process for development regulations as contained in the City's Development Code;

WHEREAS, the Planning Commission conducted a public hearing on April 6, 2011 and issued a recommendation for passage of this Ordinance on April 20, 2011; and

WHEREAS, a Determination of Non-Significance was issued on March 29, 2011 meeting the requirements of the State Environmental Policy Act; and

WHEREAS, Washington State Department of Commerce has completed their required review.

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

Section 1. Section 14.10.030 of the Bonney Lake Municipal Code is hereby amended to read as follows:

14.10.030 Definitions.

In the event of conflict between the following definitions and other definitions given in this development code, the following shall prevail:

A. "Area-wide" describes a land area containing four or more parcels, contiguous or noncontiguous, or comprising 40 or more acres, which area as an integral proposal is considered for a change in zoning or comprehensive plan designation; provided, that the Director(s) may deem any proposal to be site-specific if the public interest will be better served by a quasi-judicial process than a legislative process.

B. "BMP" means best management practice.

C. "Building code" means the codes adopted in Chapter 15.04 BLMC, and any amendments thereto.

D. "Building permit" means any permit issued by the building official, including building, plumbing, demolition, mechanical, and grading permits.

E. “Building official” means the City of Bonney Lake building official or designee.

F. “City” means the City of Bonney Lake, Washington.

G. “Comprehensive plan” means the City of Bonney Lake comprehensive plan.

H. “Days” mean calendar days unless otherwise stated.

I. “Design Commission” means the City of Bonney Lake Design Commission.

J. “Development code” means BLMC Titles 14 through 19, including any maps adopted as part thereof.

K. “Development regulation” means a control placed on development or land use activities, as defined in RCW 36.70A.030. A development regulation must be consistent with, and must implement, the City’s comprehensive plan, as described in WAC 365-196-800.

L. “Director(s)” means the Director of Community Development, Director of Public Works, and Building Official, or the Director(s)’s designee.

M. “DNS” means determination of nonsignificance pursuant to SEPA.

N. “DS” means determination of significance pursuant to SEPA.

O. “Legislative actions” means amendments to the City’s comprehensive plan or development code, including area-wide amendments to any associated maps, but excluding adoption of state-adopted building codes.

P. “Premises” means any real property or structure.

Q. “SEPA” means State Environmental Policy Act.

R. “SEPA-exempt” means categorically exempt from SEPA.

S. “Site-specific” means other than “area-wide” as defined above.

T. “Threshold determination” means a decision pursuant to the State Environmental Policy Act (SEPA) as to whether to require an environmental impact statement (EIS).

Section 2. Section 14.10.090 of the Bonney Lake Municipal Code is hereby amended to read as follows:

14.10.090 Planning Commission.

The Planning Commission shall review and make recommendations to the City Council on the following applications and subjects:

- A. Amendments to the comprehensive plan and development regulations;
- B. Special planning studies assigned to the Planning Commission;
- C. Planning fees, policies and procedures;
- D. Area-wide zoning changes, including zoning related to annexations.

Section 3. The following sections of chapter 14.140 of the Bonney Lake Municipal Code are hereby amended to read as follows:

AMENDMENTS TO THE COMPREHENSIVE PLAN OR DEVELOPMENT REGULATIONS

14.140.010 Early and continuous public participation.

The City of Bonney Lake encourages early and continuous public participation in the comprehensive planning and development regulation process. Procedures, timelines, and application forms are available from the Community Development Department.

14.140.020 Initiation of site-specific map amendments.

A. Only the City or someone with ownership interest in a site may, in the latter case upon payment of an application fee per BLMC 3.68.010, initiate a comprehensive plan or development regulation amendment specific to that site (see definition of site-specific), such as a change of land use designation or zoning. Site-specific amendments to the zoning map shall be processed as Type 6 permits without frequency restriction.

B. Non City-initiated site-specific (see definitions) comprehensive plan amendments shall be processed every other year. Complete applications received by April 30th of an odd-numbered year shall be processed that year as Type 6 permits. The Director(s) shall docket such applications in accordance with RCW 36.70A.470(2).

14.140.030 Initiation of text amendments and area-wide map amendments.

All individuals and organizations are encouraged to suggest amendments to the comprehensive plan or a development regulation which are not specific to any site, such as text amendments or area-wide amendments. Such suggestions shall be made in writing to the Director(s), who shall docket them in accordance with RCW 36.70A.470(2). At least annually, the Director(s) shall review such suggestions and determine whether to advance them to the Planning Commission and City Council, though the City Council may decline to consider them. Also, the Planning Commission and City Council may initiate amendments to the comprehensive plan or a development regulation which are not specific to any site.

14.140.035 Scheduling consideration of proposed amendments to the comprehensive plan or a development regulations.

The Director(s) shall schedule consideration of all proposed amendments to the comprehensive plan or a development regulation, regardless of who suggested or initiated it. A development regulation may be amended at any time. The comprehensive plan may be amended no more than once per year and any contemplated amendments shall be considered concurrently; provided, that this limitation shall not apply to the circumstances stated in RCW 36.70A.130(2). The City may concurrently amend the comprehensive plan, a development regulation, and/or zoning map.

14.140.040 Threshold determination, scheduling of hearing, and notice.

A. Once a proposed amendment to the comprehensive plan or a development regulation has been drafted, the Director(s) shall:

1. Perform a threshold determination regarding the proposal in accordance with WAC 197-11 Part Three;
2. If a determination of significance (DS) is issued, determine the scope of the environmental impact statement (EIS) and prepare the draft EIS;
3. Schedule a public hearing before the Planning Commission for a date that conforms to the following notice requirement; and
4. Publish between 15 and 30 days before the hearing a notice of hearing in the official newspaper (see Chapter 1.20 BLMC); provided, that:
 - a. If a determination of nonsignificance (DNS) has been issued, the notice shall state that if timely comments are received the Director(s) will reconsider the DNS.

b. If WAC 197-11-340(2) applies (that is, City cannot take final action until 15 days after issuing a DNS), the Director(s) shall also send the notice of hearing/DNS and environmental checklist to the agencies listed in WAC 197-11-340(2).

c. If a DEIS has been prepared the notice shall state that comments on the DEIS will be accepted until and at the hearing.

d. The Director(s) may publicize a given legislative proposal more broadly or by additional means than stated herein if desired to gather more public input. Minor errors in amendment procedures, such as unintended inaccuracies in any public notice, shall not invalidate an amendment proceeding. (Ord. 988 § 2, 2003).

14.140.050 Reconsideration of DNS.

Repealed by Ord. 1322.

14.140.060 Director(s) shall forward.

The Director(s) shall inform the Planning Commission and City Council of the results of the proposal's environmental review. If a determination of significance was issued, the Director(s) shall distribute copies of the draft and final EIS to the Planning Commission, City Council, and other affected agencies.

14.140.070 State review.

The City shall comply with RCW 36.70A.106 regarding review by the state's Department of Commerce of proposed amendments to the comprehensive plan or a development regulation. The Director(s) shall determine whether a proposed amendment to a provision of the development code meets the definition of a development regulation, pursuant to BLMC 14.10.030(K).

14.140.080 Hearing.

The Planning Commission shall hold a public hearing, which may be at a joint meeting of the Planning Commission and City Council at the discretion of the City Council.

14.140.090 Criteria.

A. The comprehensive plan was adopted after extensive deliberation and shall not be amended unless it is demonstrated that:

1. The amendment is consistent with the goals and policies of the comprehensive plan;
2. The comprehensive plan remains internally consistent;
3. The amendment is consistent with the countywide planning policies;
4. The amendment is consistent with the Growth Management Act; and
5. The amendment advances the public health, safety, or welfare and is in the best interest of the residents of Bonney Lake.

B. The approval criterion for amendments to a development regulation shall be consistency with the comprehensive plan and the laws of the state of Washington.

14.140.100 Findings and recommendation.

The Planning Commission shall adopt written findings and make a recommendation consistent with those findings to the City Council.

14.140.110 Council action.

The City Council, if it elects to amend the comprehensive plan or a development regulation, shall revise the findings if necessary and adopt said amendments by ordinance.

14.140.120 Appeals.

Amendments of the comprehensive plan or a development regulation may be appealed in accordance with RCW 36.70A.290.

Section 4. Section 14.140.130 of the Bonney Lake Municipal Code is hereby repealed.

Section 5. 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 6. 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 _____, 2011.

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 (AB)

Department/Staff Contact: CD / Heather Stinson	Meeting/Workshop Date: 24 May 2011	Agenda Bill Number: AB11-58
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D11-58	Councilmember Sponsor:

Agenda Subject: Adding buffering standards between commercial and residential properties.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Blmc Chapter 18.22 And 18.31 To Provide Performance Standards For Commercial And Residential Zones And Uses Within 500 Feet Of Each Other.

Administrative Recommendation:

Background Summary: Council added two agenda items to the Planning Commission workplan intended to address noise from nightclubs and other high impact commercial uses adjacent to residential properties. The attached ordinance adds some buffering enhancements between these properties.
Attachments: Ordinance D11-58, Planning Commission recommendation memo

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review: 6 Apr 2011			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s): 17 May 2011	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director: <i>John P. Vodopich, AICP</i>	Mayor:	Date Reviewed by City Attorney: (if applicable):



Memo

Date : April 20, 2011
To : Mayor and City Council
From : Grant Sulham, Planning Commission Chair
CC :
Re : **Buffering nuisances between residential and commercial properties**

In discussion with the Planning Commission in the last few months, we've talked about the possibility of Design Standards for Nightclubs and other commercial uses that may impact adjacent residential uses. When we heard from Council member Carter on her idea of what these might be, she spoke about potential noise and light issues. The possibility of prohibiting outdoor speakers and soundproofing buildings has been part of the discussion.

One of the challenges that the Commission faces is that the way BLMC defines "nightclub," the definition could be interpreted to mean any restaurant or bar that sells liquor:

BLMC 5.17.010(B): "Nightclub" means any for-profit business open to the public:

1. In which at any time between the hours of 10:00 p.m. and 12:00 a.m. liquor is sold to the public; and
2. Which has any assembly space on the premises with a maximum occupancy of 30 or more persons as provided in a certificate of occupancy issued by the city.

There is no zoning designation in the City that lists nightclubs as an allowed use. This fact leaves the code administrator to interpret the code in such a way that allowed uses that also fit the definition of a nightclub must meet the nightclub standards.

The Commission is concerned about limiting outdoor seating or noise generated by restaurants or pubs specifically in the Downtown as the Commissioners see this as an activity that would be consistent with the vision of Downtown.

The attached ordinance addresses some nuisances that may be caused by placing residential and commercial development adjacent to each other, however, the Planning Commission is of the

opinion that there is no way to limit outdoor seating or piped music in a way that won't hamper business unnecessarily. The Planning Commission feels that the noise ordinance should be relied upon to address noise impacts rather than prohibiting outdoor seating or music.

Having said that, the Commission also believes that the landscaping requirements of BLMC 16.14 should be reviewed to allow improved buffering between residential and commercial properties. Currently, landscaping requirements allow for cutting down native vegetation and installing small, immature plantings that may not obscure visibility between commercial and residential developments for many years.

Recommendation:

The Planning Commission voted 6-0 to recommend that the City Council adopt the attached draft ordinance which further limits impacts between residential and commercial developments.

The Planning Commission also recommends that City Council add two items to the Planning Commission workplan:

1. Update of Title 16.14 Landscaping to enhance buffering between commercial and residential properties.
2. Update the definition of "Nightclub" and determine which Zones they should be allowed.

ORDINANCE NO. D11-58

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING BONNEY LAKE MUNICIPAL CODE CHAPTER 18.22 AND 18.31 TO PROVIDE PERFORMANCE STANDARDS FOR COMMERCIAL AND RESIDENTIAL ZONES AND USES WITHIN 500 FEET OF EACH OTHER

WHEREAS, the City Council wishes to protect residential developments from the nuisances of adjacent commercial activity, and

WHEREAS, the Planning Commission conducted a public hearing on April 6, 2011 and issued a recommendation for passage of this Ordinance on April 20, 2011; and

WHEREAS, a Determination of Non-Significance was issued on March 29, 2011 meeting the requirements of the State Environmental Policy Act; and

WHEREAS, Washington State Department of Commerce has completed their required review.

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

Section 1. A new Section 18.22.110 of the Bonney Lake Municipal Code is hereby added to read as follows:

18.22.110 Residential adjacent to Commercial

The following special requirements and performance standards shall apply to all new single-family, duplex, and multi-family residential buildings within 500 feet of a commercial zone or use:

Placement of design elements and mechanical equipment:

- A. To the extent feasible, new residential buildings shall be designed so that windows, doors and outdoor living spaces are minimized on the side of the building facing the commercial zone or use.
- B. To the extent feasible, stand-alone air conditioning units associated with residential buildings shall be placed on the side of the building adjacent to the commercial zone or use.

Section 2. Section 18.31.030 of the Bonney Lake municipal code shall be amended to read as follows:

18.31.030 Performance standards.

The following special requirements and performance standards shall apply to all properties located in the neighborhood commercial; commercial; heavy commercial, warehousing and light industrial; and manufacturing districts.

A. Odor.

1. No use shall be permitted which creates annoying odor in such quantities as to be readily detectable beyond the boundaries of the site.

B. Radioactivity and Electrical Disturbances.

1. Radioactivity and electrical disturbances shall be limited to measuring, gauging and calibration devices, medical purposes, and the processing and preservation of foods.

2. In no event shall radio activity, when measured at such exterior boundaries of the property, be in excess of 2.7×10^{-11} microcuries per milliliter of air at any moment of time. Radio and television transmitters shall be operated at the regularly assigned wave length (or within the authorized tolerances thereof) as assigned thereto by the appropriate governmental agency. Subject to such exception, all electrical and electronic devices and equipment shall be suitably wired, shielded and controlled so that in operation they shall not emit any electrical impulses or waves which will adversely affect the operation and control of any other electrical or electronic devices or equipment.

C. Vibration.

1. No use except a temporary construction operation shall be permitted which generates inherent and recurrent ground vibration perceptible without instruments at the boundary of the lot in which the use is located.

D. Gases, Fumes and Vapors.

1. The emission of any dust, dirt, fly ash, gases, fumes or vapors dangerous to human health, animal life, vegetation or property, or which can cause any soiling or staining of persons or property

at any point beyond the exterior property lines, is prohibited.

2. No emission of liquid or solid particles from any chimney or other source shall exceed three-tenths grains per cubic foot of the carrying gas at any point beyond the lot line of the use creating the emission.

3. For measurement of the amount of particles in gases resulting from combustion, standard correction shall be applied to a stack temperature of 500 degrees Fahrenheit and 50 percent excess air in stack at full load.

E. Heat.

1. No use shall produce heat significantly perceptible beyond its exterior property lines.

F. Glare.

1. No use shall produce a strong dazzling light, or a reflection of a strong dazzling light, beyond its exterior property lines.

2. All outdoor lighting associated with a commercial use shall be minimized and focused away from residential zones and uses that are within 500 feet. New commercial buildings proposing drive-thrus or associated driveways shall design the drive-thrus and associated driveways in a way that minimizes headlights shining into residential zones and uses.

G. Storage and Waste Disposal.

1. All materials and waste which might cause fumes, dust, constitute a fire hazard, produce offensive odors, or which may be edible or otherwise attractive to rodents or insects shall be stored in closed containers and in a manner to eliminate or prevent such hazards.

2. No highly flammable or explosive liquids, solids, or gases shall be stored in bulk above ground, except tanks or drums of fuel connected directly with energy or heating appliances located and operated on the same lot as the tanks or drums of fuel.

3. All outdoor storage facilities for fuel, raw materials and products, stored outdoors, shall be enclosed by an approved safety fence.

4. No material or wastes shall be deposited upon a lot in such form or manner that they may be transported off the lot by natural causes or forces, nor shall any substance which can contaminate a stream or watercourse or otherwise render such stream or watercourse undesirable as a source of water supply or recreation, or which will destroy aquatic life, be allowed to enter any stream or watercourse.

5. Any facilities processing, storing or disposing of hazardous wastes shall be sited in accordance with the provisions of Chapter 70.105 RCW and shall meet the state's siting criteria and receive a State Hazardous Waste Management Facility Permit.

H. Noise

1. Noise standards shall be consistent with BLMC 9.44, Public Disturbance Noises

Section 3. 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 4. 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 _____, 2011.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:

Valid:

Published:

Effective Date:

ORDINANCE NO. D11-58

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING BONNEY LAKE MUNICIPAL CODE CHAPTER 18.22 AND 18.31 TO PROVIDE PERFORMANCE STANDARDS FOR COMMERCIAL AND RESIDENTIAL ZONES AND USES WITHIN 500 FEET OF EACH OTHER

WHEREAS, the City Council wishes to protect residential developments from the nuisances of adjacent commercial activity, and

WHEREAS, the Planning Commission conducted a public hearing on April 6, 2011 and issued a recommendation for passage of this Ordinance on April 20, 2011; and

WHEREAS, a Determination of Non-Significance was issued on March 29, 2011 meeting the requirements of the State Environmental Policy Act; and

WHEREAS, Washington State Department of Commerce has completed their required review.

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

Section 1. A new Section 18.22.110 of the Bonney Lake Municipal Code is hereby added to read as follows:

18.22.110 Residential adjacent to Commercial

The following special requirements and performance standards shall apply to all new single-family, duplex, and multi-family residential buildings within 500 feet of a commercial zone or use:

Placement of design elements and mechanical equipment:

- A. To the extent feasible, new residential buildings shall be designed so that windows, doors and outdoor living spaces are minimized on the side of the building facing the commercial zone or use.
- B. To the extent feasible, stand-alone air conditioning units associated with residential buildings shall be placed on the side of the building adjacent to the commercial zone or use.

Section 2. Section 18.31.030 of the Bonney Lake municipal code shall be amended to read as follows:

18.31.030 Performance standards.

The following special requirements and performance standards shall apply to all properties located in the neighborhood commercial; commercial; heavy commercial, warehousing and light industrial; and manufacturing districts.

A. Odor.

1. No use shall be permitted which creates annoying odor in such quantities as to be readily detectable beyond the boundaries of the site.

B. Radioactivity and Electrical Disturbances.

1. Radioactivity and electrical disturbances shall be limited to measuring, gauging and calibration devices, medical purposes, and the processing and preservation of foods.

2. In no event shall radio activity, when measured at such exterior boundaries of the property, be in excess of 2.7×10^{-11} microcuries per milliliter of air at any moment of time. Radio and television transmitters shall be operated at the regularly assigned wave length (or within the authorized tolerances thereof) as assigned thereto by the appropriate governmental agency. Subject to such exception, all electrical and electronic devices and equipment shall be suitably wired, shielded and controlled so that in operation they shall not emit any electrical impulses or waves which will adversely affect the operation and control of any other electrical or electronic devices or equipment.

C. Vibration.

1. No use except a temporary construction operation shall be permitted which generates inherent and recurrent ground vibration perceptible without instruments at the boundary of the lot in which the use is located.

D. Gases, Fumes and Vapors.

1. The emission of any dust, dirt, fly ash, gases, fumes or vapors dangerous to human health, animal life, vegetation or property, or which can cause any soiling or staining of persons or property

at any point beyond the exterior property lines, is prohibited.

2. No emission of liquid or solid particles from any chimney or other source shall exceed three-tenths grains per cubic foot of the carrying gas at any point beyond the lot line of the use creating the emission.

3. For measurement of the amount of particles in gases resulting from combustion, standard correction shall be applied to a stack temperature of 500 degrees Fahrenheit and 50 percent excess air in stack at full load.

E. Heat.

1. No use shall produce heat significantly perceptible beyond its exterior property lines.

F. Glare.

1. No use shall produce a strong dazzling light, or a reflection of a strong dazzling light, beyond its exterior property lines.

2. All outdoor lighting associated with a commercial use shall be minimized and focused away from residential zones and uses that are within 500 feet. New commercial buildings proposing drive-thrus or associated driveways shall design the drive-thrus and associated driveways in a way that minimizes headlights shining into residential zones and uses.

G. Storage and Waste Disposal.

1. All materials and waste which might cause fumes, dust, constitute a fire hazard, produce offensive odors, or which may be edible or otherwise attractive to rodents or insects shall be stored in closed containers and in a manner to eliminate or prevent such hazards.

2. No highly flammable or explosive liquids, solids, or gases shall be stored in bulk above ground, except tanks or drums of fuel connected directly with energy or heating appliances located and operated on the same lot as the tanks or drums of fuel.

3. All outdoor storage facilities for fuel, raw materials and products, stored outdoors, shall be enclosed by an approved safety fence.

4. No material or wastes shall be deposited upon a lot in such form or manner that they may be transported off the lot by natural causes or forces, nor shall any substance which can contaminate a stream or watercourse or otherwise render such stream or watercourse undesirable as a source of water supply or recreation, or which will destroy aquatic life, be allowed to enter any stream or watercourse.

5. Any facilities processing, storing or disposing of hazardous wastes shall be sited in accordance with the provisions of Chapter 70.105 RCW and shall meet the state's siting criteria and receive a State Hazardous Waste Management Facility Permit.

H. Noise

1. Noise standards shall be consistent with BLMC 9.44, Public Disturbance Noises

Section 3. 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 4. 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 _____, 2011.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:

Valid:

Published:

Effective Date:

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

Department/Staff Contact: Community Development / John P. Vodopich, AICP	Meeting/Workshop Date: 24 May 2011	Agenda Bill Number: AB11-62
Agenda Item Type: Resolution	Ordinance/Resolution Number: Resolution 2125	Councilmember Sponsor: Donn Lewis

Agenda Subject: Cottage Housing Demonstration Project Timeframe Extension

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Extending Of The Submittal Period For Cottage Housing Proposals Per Ordinance No. 1347.

Administrative Recommendation: Approve

Background Summary: The City Council passed Ordinance No. 1347 on April 13, 2010 which provided for the approval of a single cottage housing project as a demonstration project. No projects were submitted for approval during the timeframes outlined in the Ordinance. This Resolution would extend the timeframes outlined in Ordinance No. 1347 by two years, until May 24, 2013.
Attachments: Resolution 2125, Ordinance No. 1347

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development Date: May 17, 2011	Approvals: Chair/Councilmember James Rackley Councilmember Randy McKibbin Councilmember Donn Lewis	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to: May 24, 2011	Consent Agenda: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

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

APPROVALS		
Director: <i>John P. Vodopich, AICP</i>	Mayor:	Date Reviewed by City Attorney: May 6, 2011 (if applicable):

RESOLUTION NO. 2125

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY,
WASHINGTON, EXTENDING OF THE SUBMITTAL PERIOD FOR COTTAGE
HOUSING PROPOSALS PER ORDINANCE NO. 1347

WHEREAS, Ordinance No. 1347 establishes a 90-day submittal period for proposals to build a cottage housing project, and allows for extensions of this time period with Council approval if no proposals are received during this time; and

WHEREAS, no cottage proposals have been received, and the Council wishes to extend the submittal period to allow additional time.

NOW, THEREFORE, it is hereby resolved that the submittal period contained within Section 3.A of Ordinance No. 1347 shall be extended for two years, beginning from the date of passage of this Resolution, until May 24, 2013.

PASSED by the City Council and approved by the Mayor this 24th day of May, 2011.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective date:

ORDINANCE NO. 1347

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, TO ALLOW APPROVAL OF A SINGLE COTTAGE HOUSING PROJECT AS A DEMONSTRATION OF A HOUSING CHOICE NOT CURRENTLY AVAILABLE IN BONNEY LAKE

WHEREAS, the City Council wishes to study the viability of cottage housing in Bonney Lake by allowing consideration and approval of one project that demonstrates a housing choice not currently available under the Municipal Code; and

WHEREAS, the City Council will use this demonstration to study whether adopting a permanent cottage housing ordinance would be a good choice for Bonney Lake; and

WHEREAS, the State Environmental Policy Act was complied with through the issuance of a DNS on September 16, 2009; and

WHEREAS, the Planning Commission conducted a public hearing on September 16, 2009; and

WHEREAS, the Planning Commission issued a recommendation for passage of a Cottage Development Ordinance on October 7, 2009; and

WHEREAS, a letter informing the state department of Community, Trade and Economic Development was mailed on September 16, 2009, more than 60 days ago, informing it about the possible adoption of this Ordinance,

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

Section 1. Definitions.

"Carriage House" or "Carriage Unit" means a commonly owned guest room, not to exceed 800 square feet in gross floor area, located in a community building in a cottage housing development, which may contain sleeping and bathroom facilities.

"Community Building" means a commonly owned structure within a cottage or multi-family development designed for use by residents of the cottage housing development, located on the same site as the cottage development.

"Cottage Development" means a development with detached, single-family dwelling units containing 1,500 square feet or less of gross floor area arranged in a cluster with other cottages on a common lot and each facing a common open space.

Section 2. Allowable locations. The cottage housing development may only be located in low density residential (R-1) zones, and the entire cottage

development must be contained within one-half mile of the SR 410 transit corridor.

Section 3. Permit Process for cottage housing development.

- A. Step 1: Submittal period. Following adoption of this ordinance, the Community Development Department shall publish a Notice of Call for Proposals. Notice will be sent to the Bonney Lake Courier Herald; posted on the City's website; sent to local engineering companies, media contacts, the Master Builders Association, and others. There will be a 90-day "submittal period" during which preliminary proposals may be submitted. If no proposals are submitted, or the proposals do not meet the selection criteria, the timeline for proposal submittals may be extended another 90 days, as determined by the Community Development Director. Any additional extensions shall require City Council approval.
- B. Step 2: Pre-application meeting. Within the 90-day submittal period, potential applicants must schedule a pre-application meeting with City staff prior to submitting a proposal. This meeting will give City staff the chance to review with the applicant the requirements for cottage design, stormwater, roads, open space, parking, landscaping, and other project elements.
- C. Step 3: Submission of preliminary proposal. Following the pre-application meeting, the applicant shall submit a preliminary proposal to the Community Development Department, which includes all of the following:
- a. A completed City of Bonney Lake Master Land Use application form.
 - b. A Type 3 site plan approval checklist with listed documents.
 - c. A SEPA checklist.
 - d. A narrative description, supported by photographs, drawings, or other images, of how the proposed development will complement and benefit the surrounding neighborhood through site layout and building selection.
 - e. A narrative description, supported by photographs, drawings, or other images, of how the proposed development will comply with all the conditions of approval and design standards contained in this Ordinance.
 - f. Photographs of the site and adjacent properties.
 - g. A signed acknowledgment that the application is being submitted pursuant to a demonstration ordinance; that the applicant knowingly assumes the risk that modifications to the proposal will be required, that the proposal can be rejected, and that the City will only approve one proposal; and an agreement to hold the City harmless for any actions taken or decisions made pursuant to the Ordinance.
 - h. Any additional information or material specified at the pre-application meeting.
- D. Step 4: Neighborhood Meeting. Applicants shall schedule and host a neighborhood meeting within thirty (30) days following submittal of the preliminary proposal. The applicant shall mail written notice of the neighborhood

meeting to all property owners within 600 feet of the proposed project and shall publish notice in at least one (1) local newspaper at least ten (10) days prior to the meeting. Any alleged failure of any property owner to actually receive the notice of neighborhood meeting shall not invalidate the proceedings. At the neighborhood meeting, the applicant shall present the proposed development to interested residents and solicit their comments.

E. Step 5: Design Commission. After the Applicant has completed the Design Commission shall review the proposal for compliance with the Criteria contained in this ordinance, the Community Character element of the Bonney Lake Comprehensive Plan, and with general eye for the attractiveness and appropriateness of the proposal to the Bonney Lake area. The Applicant shall provide in a timely manner any additional information requested by the Design Commission, and shall agree to modify the proposal if requested by the Design Commission.

F. Step 6: Complete Application. The Applicant shall have ninety (90) days from completion of review by the Design Commission to submit a complete application to the permit center. The applicant may request in writing a maximum extension of three (3) months, subject to the approval of the Community Development Director or designee. A complete application shall include the following items:

- (1) A completed Master Land Use application
- (2) A Type 3 Site Plan Review application checklist per BLMC 14.50.010 with the listed submittal documents.
- (3) An environmental checklist (if applicable);
- (4) Narratives as described in Section 1(C) of this ordinance.
- (5) A narrative explaining the Applicant's response to neighborhood comments and modifications made to the proposal to accommodate neighborhood concerns.
- (6) A narrative, supported by photographs, drawings, or other images if appropriate, of how the proposal complies with requests for modification made by the Design Commission.

G. Step 7: Determination of completeness. The Community Development Department shall, within 14 (fourteen) days of the submittal of the complete application, either issue a Determination of Completeness or advise the Applicant of any additional materials required for a Complete Application. The first Applicant to receive a Determination of Completeness shall acquire the right to have his or her proposal considered ahead of other proposals, provided, however, that the City retains the right to reject any and all proposals.

H. Step 8: SEPA review. Environmental review of the project shall be conducted according to the procedure outlined in Bonney Lake Municipal Code § 14.50.030.

I. Step 9: Final Decision. The Director of the Community Development Department shall have final decision-making authority over approval or denial of the proposal. The Director reserves the right to reject proposals for any reason, including but not limited to the following: (1) the proposal fails to comply with the conditions of approval or design standards contained in this ordinance; (2) the proposal fails to incorporate requested modifications made by the Design Commission; (3) the proposal fails to comply with the Bonney Lake Municipal Code; (4) the City Council determines that this ordinance should be modified or repealed; or (5) the Applicant is unwilling or unable to modify the proposal to address neighborhood concerns.

J. Appeals. Appeals of the final decision shall be to the City Council according to the procedures contained in BLMC § 14.120.040.

Section 4. Conditions of approval.

The project shall:

(1) be designed to enhance and minimize adverse impacts to the surrounding neighborhoods and community.

(2) have impacts that are substantially equivalent to or less than the adverse impacts expected to be associated with development of conventional housing on the subject property, in regards to parking, building height, building bulk, setbacks, lot coverage, open spaces, screening, and aesthetics.

(3) result in a unique cottage style community that is distinct from typical single family developments in Bonney Lake.

(4) incorporate a high level of quality and originality throughout the development, including but not limited to the following areas:

- i. Site design;
- ii. Architectural design;
- iii. Building materials;
- iv. Open space;
- v. Parking;
- vi. Landscaping; and
- vii. Low impact development design elements.

(4) provide elements that contribute to a sense of community within the development by including elements such as front entry porches, common open space, and common buildings.

(5) include structures that are diverse in appearance, yet remain connected through use of architectural style, details, color, and materials.

(6) address neighborhood concerns.

(7) be compatible with and not larger in scale than surrounding development with respect to size of units, building heights, roof forms, setbacks between adjacent buildings and between buildings and perimeter property lines, number of parking spaces, parking location and screening, access and lot coverage.

(8) comply with the following use and bulk regulations:

Max Unit Size	1,500 square feet. A covenant prohibiting the increase in unit size after construction shall be recorded against the property. Vaulted space may not be converted to habitable space.
Density	A maximum of 8-10 dwelling units per acre. When the conversion from detached dwelling units to equivalent units results in a fraction, the equivalent units shall be limited to the whole number below the fraction. Existing detached dwelling units may remain on the subject property but will be counted as units.
Development Size	Min. 4 units Max. 12 units
Location	In R-1 zones.
Parking Requirements	Units under 700 square feet: 1 space per unit
	Units between 700 – 1,000 square feet: 1.5 spaces per unit
	Units over 1,000 square feet: 2 spaces per unit.
	Must be provided on the subject property.
Minimum Required Yards (from exterior property lines of subject property)	Front: 20' Other: 10'
Lot coverage (all impervious surfaces)	50%. Lot coverage is calculated using the entire development site. Lot coverage for individual lots may vary.
Garages	Cottage developments must include one enclosed parking space per cottage/ preferably built within a common building or buildings
Refuse Containers	At least one and not more than two accessory buildings shall be constructed within each Cottage Development large enough to accommodate garbage and recycling bins for each unit in the development. This building is encouraged to be attached to a garage.
Height of Dwelling Units	25' (R-1) maximum (where minimum roof slope of 6:12 for all parts of the roof above 18' are provided). Otherwise, 18'
Height of Garages	Must be enclosed, One story, not to exceed 18', minimum interior length of 20 ft.
Tree Retention	Standards contained in BLMC Chapter 16.13 for Tree Retention and replacement shall apply to development approved under this chapter. Existing native trees are encouraged to be retained in perimeter landscaping buffers.

Common Open Space	Minimum 400 square feet per unit required
Community Buildings	Community buildings are encouraged, not to exceed one story in height if free-standing, and not to exceed maximum building height in the zone when located above another common structure, such as a detached garage or storage building. Community buildings shall be clearly incidental in use and size to dwelling units.
Attached Covered Porches	Each unit must have a covered porch with a minimum area of 64 square feet per unit and a minimum dimension of 8' on all sides.
Development Options	Condominium Rental or Ownership
Accessory Dwelling Units (ADUs)	Not permitted

Section 5. Design Standards.

A. Orientation of Dwelling Units

Dwellings within a cottage housing development should be oriented to promote a sense of community, both within the development, and with respect to the larger community, outside of the cottage project. A cottage development should not be designed to “turn its back” on the surrounding neighborhood.

1. Each dwelling unit that abuts a common open space shall have a primary entry and/or covered porch oriented to the common open space.
2. Each dwelling unit abutting a public right-of-way (not including alleys) shall have an inviting facade, such as a primary or secondary entrance or porch, oriented to the public right-of-way, or a Type I landscaping strip as defined by BLMC 16.14.060. If a dwelling unit abuts more than one public right-of way, the City may determine to which right-of-way the inviting facade shall be oriented.

B. Required Common Open Space

Common open space should provide a sense of openness, visual relief, and community for cottage developments. The space must be outside of wetlands, streams and their buffers, and developed and maintained to provide for passive and/or active recreational activities for the residents of the development.

1. Each area of common open space shall be in one contiguous and usable piece with a minimum dimension of 20 feet on all sides.
2. Land located between dwelling units and an abutting right-of-way or access easement greater than 21 feet in width may not serve as required common open space, unless the area is reserved as a separate tract, and does not contain pathways leading to individual units or other elements that detract from its appearance and function as a shared space for all residents.
3. Required common open space may be divided into no more than two separate areas per cluster of dwelling units.
4. Common open space shall be located in a centrally located area and be easily accessible to all dwellings within the development.
5. Fences with a maximum height of 24" are permitted to separate the private and public open space areas, otherwise, fences may not be located within the required open space.
6. Landscaping located in common open space areas shall be designed to allow for easy access and use of the space by all residents, and to facilitate maintenance needs. Where feasible, existing mature trees should be retained.
7. Unless the shape or topography of the site precludes the ability to locate units adjacent to the common open space, the following standards must be met:
 - a. The open space shall be located so that it will be surrounded by cottages on at least two sides;
 - b. At least 75 percent of the units in the development shall abut a common open space. A cottage is considered to "abut" an area of open space if there is no structure between the unit and the open space.
 - c. Common open space shall have no slope.
 - d. Utility boxes shall not be located in the common open space.
8. Surface water management facilities shall be limited within common open space areas. Low Impact Development (LID) features are permitted, provided they do not adversely impact access to or use of the common open space for a variety of activities. Conventional stormwater collection and conveyance tools, such as flow control and/or water quality vaults are permitted if located underground.

C. Private open space. Each dwelling unit shall provide a minimum of 400 square feet of private front yard space, such as lawn area, courtyards, or patios. No dimension of a private open space area used to satisfy the minimum square footage requirement shall be less than nine feet.

D. Landscaping. Along property lines not adjacent to a street, cottage developments shall include Type I landscaping buffers in accordance with BLMC 16.14.060

E. Shared Detached Garages and Surface Parking Design

Parking areas should be located so their visual presence is minimized, and associated noise or other impacts do not intrude into public spaces. These areas should also maintain the single-family character along public streets.

1. Shared detached garage structures may not exceed four garage doors per building, and a total of 1,200 square feet.
2. For shared detached garages, the design of the structure must be similar and compatible to that of the dwelling units within the development.
3. Shared detached garage structures and surface parking areas must be screened from public streets and adjacent residential uses by landscaping or architectural screening.
4. Shared detached garage structures shall be reserved for the parking of vehicles owned by the residents of the development. Storage of items which preclude the use of the parking spaces for vehicles is prohibited.
5. Surface parking areas may not be located in clusters of more than four spaces. Clusters must be separated by a distance of at least 20 feet.

F. Low Impact Development

The proposed site design shall incorporate the use of low impact development (LID) strategies to meet stormwater management standards. LID is a set of techniques that mimic natural watershed hydrology by slowing, evaporating/transpiring, and filtering water, which allows water to soak into the ground closer to its source. The design should seek to meet the following objectives:

1. Preservation of natural hydrology.
2. Reduced impervious surfaces.
3. Treatment of stormwater in numerous small, decentralized structures.

4. Use of natural topography for drainageways and storage areas.
5. Preservation of portions of the site in undisturbed, natural conditions.
6. Reduction of the use of piped systems. Whenever possible, site design should use multifunctional open drainage systems such as vegetated swales or filter strips which also help to fulfill landscaping and open space requirements.

G. Carriage Units within Cottage Projects

Carriage units no larger than 800 square feet may be included within a cottage housing development, a maximum of one per common building. Design of these units should be compatible with that of the cottages included in the project.

H. Variation in Unit Sizes, Building and Site Design

Cottage projects should establish building and site design that promotes variety and visual interest that is compatible with the character of the surrounding neighborhood.

1. Projects should include a mix of unit sizes within a single development.
2. Proposals are encouraged to provide a variety of building styles, features and site design elements within cottage housing communities. Dwellings with the same combination of features and treatments should not be located adjacent to each other.

I. Pedestrian Flow through Development

Pedestrian connections should link all buildings to the public right-of-way, common open space and parking areas.

Section 6. Additional Standards

A. Impact fees under BLMC Chapter 19 for the proposed project shall be assessed at the rates for multifamily dwelling units.

B. The City's approval of a cottage housing development does not constitute approval of a subdivision or short plat. An applicant wishing to subdivide in connection with a development under this chapter shall seek approval to do so concurrently with the approval process under this chapter.

Section 7. If any portion of this Ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

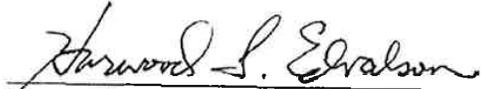
Section 8. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this 13th day of April, 2010.



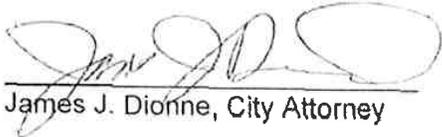
Neil Johnson, Mayor

ATTEST:



Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:



James J. Dionne, City Attorney

Passed: 4/13/10

AB10-18

Valid: 4/13/10

Published: 4/21/10

Effective Date: 5/13/10

There are 10 Pages to this Ordinance

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

Department/Staff Contact: Admin Services / Edvalson	Meeting/Workshop Date: 24 May 2011	Agenda Bill Number: AB11-63
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor:

Agenda Subject: Appointing Voting Delegates to the 2011 AWC Annual Conference

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Appointing Three Voting Delegates To The 2011 AWC Annual Conference .

Administrative Recommendation: None.

Background Summary: The annual conference of the Association of Washington Cities provides for three voting delegates to represent the member cities at the association's business meeting. During a brief discussion at the May 17th Council Workshop regarding the need for Council action to make the appointments, Councilmember Lewis indicated he wishes to be one of the voting delegates. The voting form must be submitted to AWC by June 13th.
Attachments: Registration for Voting Delegates.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: There is no budget impact to this proposed action.			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>		Yes No
Date:	Chair/Councilmember NAME		<input type="checkbox"/> <input type="checkbox"/>
	Councilmember NAME		<input type="checkbox"/> <input type="checkbox"/>
	Councilmember NAME		<input type="checkbox"/> <input type="checkbox"/>
Forward to:	Consent		
	Agenda:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION			
Workshop Date(s):	17 May 2011	Public Hearing Date(s):	
Meeting Date(s):	24 May 2011	Tabled to Date:	

APPROVALS		
Director: <i>HTE</i>	Mayor: <i>NJ</i>	Date Reviewed by City Attorney: N/A (if applicable):



The following are the official
2011 VOTING DELEGATES for:

Thursday, June 23, 2011

4:15 – 5:30 pm

(Please note the new date and time.)

City/Town of _____

	Name	Title
1.	_____	_____
2.	_____	_____
3.	_____	_____

Mayor's signature: _____

Please return by Monday, June 13, 2011
Return to Michelle Catlin via michellec@awcnet.org or
fax (360) 753-0149

Fill out your form online.

Save it.

Attach it to an email and return it to michellec@awcnet.org.