

**CITY COUNCIL
WORKSHOP**

**July 1, 2014
5:30 p.m.**

AGENDA



"Where Dreams Can Soar"

The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.
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*The City Council may act on items listed on this agenda, or by consensus give direction for future action.
The Council may also add and take action on other items not listed on this agenda.*

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

I. Call to Order: Mayor Neil Johnson

II. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.

III. Agenda Items:

- A. Presentation:** State of the Library – Executive Director Neel Parikh.
- p. 3 **B. Discussion:** WSU Commercial Property
- C. Council Open Discussion.**
- p. 9 **D. Review of Draft Minutes:** June 3, 2014 Workshop, June 10, 2014 Meeting, June 24, 2014 Meeting.
- p. 20 **E. Discussion:** AB14-80 – 186th Corridor Improvements 30% Probable Costs Review.
- p. 37 **F. Discussion:** AB14-94 – Resolution 2400 – Authorize Agreement with Cascade Right-of-Way Services for the 186th Ave - 88th St -188th Ave Option Project.

IV. 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.

V. Adjournment.

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

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1. In summarizing bullet 1 on page 4, "the City envisions for the WSU property cannot feasibly operate with such restricted access". This statement is taking liberties with facts.

Comment: The city has no idea what will be built on the site and has very limited controls. The city can set the zoning, but you the property owner working with a developer controls what is built. Therefore, you have complete control over the intensity of the development that would require a new traffic signal on SR410. It's my opinion this bullet should be pulled or re-worded.

- a. **Response:** TENW's February 11, 2013 memo to the Mayor and Council states on page 4:

The kinds of retail/commercial/medical uses that the City envisions for the WSU property cannot feasibly operate with such restricted access [right-in/right-out] and the significant congestion that would result at key area intersections. A connector arterial with full access is important to the success not only of the commercial/medical area, but also the YMCA and the City Property.

The reference to the City's vision was not intended to refer to a specific development project, but rather to the planning the City has undertaken for this property, including the Comprehensive Plan, R-3 Overlay, the Development Agreement, and the Environmental Impact Statement (EIS). The comprehensive plan land use designations for the property are: Midtown Core, Neighborhood Commercial, and High Density Residential, which apply to the commercially designated property, the City Property, and the residential property, respectively. (See the Future Land Use map, Comprehensive Plan, Land Use Element). The intent of the Midtown Core is sales and services serving a large market area in the Midtown subarea. The intent of the Neighborhood Commercial designation is commercial and service uses compatible with neighborhoods and principally oriented to serve adjacent residential areas and neighborhoods. See, Figure 3-5, Comprehensive Plan, Land Use Element. In addition, Midtown is intended to be Bonney Lake's "commercial center of gravity." It is auto-oriented. Comprehensive Plan, Midtown Element, p. 1.

The residential area is zoned R-3/R-3 Overlay, a designation which requires a minimum density of 10 dwelling units per net acre and allows up to 20 unit per net ace.

The Draft EIS explains:

A range of residential densities of approximately 8 to 18 dwelling units per net acre would be developed on approximately 62 acres. It is anticipated that the average minimum density of residential development on the site would be a minimum of 10 dwelling units per net acre. Approximately 400,000 square feet of commercial/medical uses

would be developed on approximately 35 acres (300,000 square feet of commercial and 100,000 of medical office use) and a new 60,000 square foot YMCA (or similar community recreation center) would be developed on approximately 5 acres.

DEIS, page 1-2. All of the transportation analyses conducted have assumed these development intensities.

2. Also to summarize bullet 5 on page 4, "the ability for future extension of a parallel corridor to 214th Avenue E, between S Prairie and Sumner Buckley Highway" and bullet 1 of "Key Design Considerations and Qualitative Benefits"

Comment: Both over states the possibilities of a future extension. I don't know of any future plans to add another parallel North/ South corridor and one wouldn't be practical through a built-out residential area. All future N/S expansions are already planned and will be mainly on 192nd, 198th and 214th. A grid network interconnection of streets is practical with a connection at 202nd E and 204th E. If a interconnection with 202 E is impractical for your property develop, then bullet 5 page 4 should be re-worded stating the new 204th connects South Prairie and SR410 or pulled completely.

- a. **Response:** The Transportation Element of the Comprehensive Plan calls for expansion of the existing street grid. Transportation Element, Policies 5-3c and 5-4a. The Midtown Element recognizes that road segments will be constructed incrementally and that, as build-out occurs, individual road segments will be connected to create continuous alternative transportation routes throughout the area. Midtown Element, p. 6. The property owners are not proposing that 204th be extended to the north at this time, but rather observing that the City could do so in the future to implement its grid policy and remove intra-City trips from SR-410.

3. Is your commercial development contributing to the expansion of these North/South existing roadway (192nd, 198th and 214th)? If so, what is your pro-rated share?

Response: In general, the project would contribute proportionally to a number of arterial widening and arterial intersection improvement projects through payment of system improvements inherent within the City's Traffic Impact Fee Program. This would include proportional share toward widening of 214th, 198th, Sumner Buckley Highway, Church Lake Road, and others that may now be on the Impact Fee List within the City or County. In addition, the developers of the property will also pay an additional TIF Surcharge for the following project at the SR-410/214th Ave. E intersection: Construct intersection improvements and TIP Project B-3 from SR 410 to 101st. Development Agreement, § 6.6.

In addition, as part of the project the public arterial roadway within the commercial development area (204th Avenue SE) and all collector/local access roadways within the residential development would be built and dedicated to the City as part of the

development and in creation of the street grid network as envisioned by the City's Comprehensive Plan. In addition, vehicular access of the residential neighborhoods onto 214th Avenue SE would construct both frontage improvements and a center turn lane improvement along the entire site frontage (arterial widening).

4. The long standing policy of the City is for a development to install inter or frontage roadways because it's encouraged by WDOT's Access Management Guidelines and it eases the LOS on the public. Presently there is not a city roadway plan for any part of this site. My question is why isn't your roadway plan for all of the 150 acre of the site?

Response: Our presentation during the Council workshop on June 3, 2014, was focused on the commercial portion of the overall development as requested by Council. During the master planning and EIS process for the entire property, an extensive public roadway network was identified for each development area, generally separated by commercial and residential zones. As noted during our presentation, a public arterial street between South Prairie Road and SR 410 (204th) was identified, including associated signalized intersections and associated intersection/frontage improvements along both South Prairie and SR 410. As noted in our response to Comment 3, a series of separate public infrastructure, frontage, and arterial widening improvements were also identified and included in the Development Agreement for the residential zone.

5. It seems to me, your proposal covers access only to the 35 acres of the commercial/ medical site and the 10 acres the city owns. You are not proposing any new connection with 204th and your 75 acre high density residential other than South Prairie Road. Why is there no proposal for a new East/West corridor between 214th and 204th when it would comply with our grid network interconnection of street policy and a new corridor would be of undeveloped land, would benefit all the property owners as well as comply with the SHAMG and help the LOS of the general public?

Response: The applicant is not proposing any new "public roadway" connection to 204th Avenue E that would be built and funded by the development. The challenges for an East/West corridor between 214th and 204th are as follows: i) dedicated ROW would have a negative impact to the cities useable land area. (using part of the 40 acres deeded to the city) ii) dedicated ROW would have a negative impact to the useable area of the Medical Office Building Phase II parcel, iii) dedicated ROW would have a possible negative impact to the approved master storm water facility, iv) the commercial development, after spending an estimated \$4,900,000 (not including impact fees) for the extension of 204th, improvements to Highway 410, installation of the traffic signal and coordination of seven traffic signals that collectively fully mitigates project traffic impacts, therefore no nexus in requiring an additional public road that is not triggered by the development, v) the residential development, after spending an estimated \$6,150,000 (not including impact fees) for the public road improvements within the development and improvements to 214th that collectively fully mitigates project traffic impacts, therefore no nexus in requiring an additional public road that is not triggered by the development. In addition, through the evaluation of traffic access and circulation during the EIS process, the concentration of residential access onto 214th Avenue NE requested by the City found

that adequate circulation and LOS standards would be met. The overall strategy meets the City's and WSDOT's access management guidelines in limiting direct driveway access connections onto SR 410.

6. It seems to me, from my memory and your presentations, you are relying almost 100% on a technology to synchronies the traffic lights between 192nd and 214th to mitigate your commercial development and a little asphalt expansion on SR410 that would be added if the property frontage remained right-in & right- out. I'm I wrong?

Response: The addition of the traffic signal synchronization is a new component to an extensive list of transportation mitigation improvements specific to the commercial development. In total, these transportation improvements would include:

- A new traffic signal, associated turn lane improvements on South Prairie Road and 204th Avenue SE and the initial portion of 204th Ave SE (Estimated cost to complete in 2009: \$1,200,000).
- Construction of 204th Avenue SE as a public arterial street (Estimated cost in 2009 of \$2.4 million).
- Installation of a new WSDOT traffic signal and, completion of an additional eastbound "3rd-lane" and other arterial widening to accommodate a westbound left turning lane/queue area along SR 410 and coordination of seven traffic signals (Estimated cost in 2009 of \$2.5 million in 2009 dollars).

7. Other than the synchronization, how is this amendment to the Development Agreement any different than the original plan that was publicly vented and rejected by a majority of the City Council and only passed after the traffic signal at 204th was removed from the agreement?

Response: Listed in the Next Steps tab of the June 3, 2014 binder identifies proposed components to the amendment to the Development Agreement which were not part of the original plan. The following are these proposed components:

Installation/construction of the extension of 204th, frontage improvements to Hwy 410, lane improvements to Hwy 410, installation of the new traffic signal and coordination of seven traffic signals cannot begin until the building permit for the first phase of the commercial development is issued.

Elimination of 25% TIF credit eligibility and adding language to the development agreement stating the improvements listed in the previous paragraph are at no cost to the city.

Site design will reflect drive lanes extending to the east property line of the east phase.

The restriction on the development of the City property will expire on issuance of the building permit for the first phase of commercial development which is much sooner than when the restriction can expire in accordance with the current Development Agreement.

In addition to the proposed components to the amendment of the Development Agreement, synchronization of the seven traffic signals along Hwy 410 was not in the original plan and having an experienced retail development company involved with the project able to contact retailers direct is different from when the original plan was being discussed.

8. You connect your commercial property with the existing commercial property through attached parking lots, Is this your only and final solution?

Response: Yes.

9. Missing from your presentation was any details and real world examples of your mitigation technology.

a) Why no details, is this technology new ? Is it WSDOT approved ?

Response: The signal controller technology we are proposing is not new, and is currently implemented along a wide variety of corridors and grid networks throughout the Puget Sound region, including WSDOT facilities. The type of system that would be applicable along this corridor is one that is termed as a Interconnection Control or Traffic Adjusted Control system. Specific examples given in our presentation were along SR 525 in Mukilteo, NE 45th Street/Mountlake Boulevard in Seattle, The Landing in Renton, SR 99 (Aurora Avenue) in Seattle and Shoreline, and a new technology being employed in downtown Bellevue in their grid network. The system currently under implementation in Bellevue is under the newer technology based on an Adaptive Control system interconnection given the complex grid network.

b) How are these traffic signals connected ? Is SR410 right-of-way opened up for wires or is it wireless?

Response: There are both wireless and hard-wired systems. Depending upon the location of existing signal cabinets and controller systems, underground or overhead wiring is the most likely method.

c) What type of system controls being used; Who maintains these controls ?

Response: Typically, the system integrates with existing signal actuated controllers through installation of a new master control at a single location. Through our modeling last year requested by the City, the master control location is recommended at the SR 410 and South Prairie Road intersection. In this case, WSDOT would typically maintain and operate the signal coordination.

d) Will the system controls and their synchronization be compatible with the one the City plans to install connecting the two SR410 traffic signals in the Downtown area (Main & VM Drive) ?

Response: That is unknown given potential compatibility issues, but given the distances between the localized coordination zone identified in the project vicinity and downtown Bonney Lake locations, limited effective coordination could be realized.

e) Where is this synchronization being proposed being used? Please give me examples and local points of contact in other municipalities that are successfully using this synchronization technologies.

Response: See response to Comment 9 (a). Council Member Tom Watson was provided with specific contacts for the Deputy Mayor and Traffic Operations Engineer with the City of Bellevue who are currently implementing an “adaptive” traffic control system within the downtown CBD area with very effective results.

10. Lastly, you may or may not be aware of the higher restrictions through the Vision 2040 Regional Growth Strategy of King, Pierce, Snohomish and Kitsap counties to expand any urban growth area (UGA) for small cities less than 22,500 in population by the year 2040. This land use restriction is a major problem for Pierce County and the City of Bonney Lake and is made more acute if a small city needs to add commercial properties because of the growing need by all Washington State cities to add tax base revenues through retail sale taxes. Would you entertain, working with Visconsi, opening a portion of the 75 acres that are now zoned high density residential to a new planned commercial zoning?

Response: This is a similar question to question #24 in the June 3, 2014 binder. The following are summaries of the two responses to question #24.

When comparing the property behind the Safeway store with the existing commercial properties along SR-410, future commercial properties along SR-410 and the proposed commercial development on both sides of the extended 204th, the property behind the Safeway store will be viewed as an inferior commercial site and difficult to create interest in.

The terms of a contract have been agreed upon for the residential zoned property with a residential developer. Even if this were an attractive site for commercial (which it is not) having the site now going under contract prohibits changing the zone.

**CITY COUNCIL
WORKSHOP**

June 3, 2014
5:30 P.M.

DRAFT MINUTES



“Where Dreams Can Soar”

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Mission is to protect the
community’s livable identity and
scenic beauty through responsible
growth planning and by providing
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efficient local government services.*

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

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

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the workshop to order at 5:33 p.m.

II. ROLL CALL:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, and Councilmember Jim Rackley, and Councilmember Tom Watson.

Deputy Mayor Swatman moved to excuse Councilmember Watson. Councilmember Lewis seconded the motion.

Motion approved 5 – 0.

Deputy Mayor Swatman advised that Councilmember Minton-Davis will be arriving late to the Workshop. Councilmember Minton-Davis arrived at 5:38 p.m.

Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Assistant Chief of Police James Keller, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Senior Planner Jason Sullivan, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Administrative Specialist II Renee Cameron.

III. AGENDA ITEMS:

A. Presentation: Certificates of Achievement to High School Students for sports and other academic achievements.

Mayor Johnson signed and presented the Certificates of Achievement to Bonney Lake High School students for their sport and other academic achievements. No action was taken, as this item was for presentation purposes only.

B. Council Open Discussion.

Greater Bonney Lake Historical Society Cemetery Ceremony. Councilmember Hamilton said the Greater Bonney Historical will be attending the renaming ceremony for the “Lake Tapps Pioneer Cemetery” previously known as the Deringer Cemetery, on June 4, 2014, at

10:30 a.m., at 22219 40th St E. He said in 1889 the cemetery was developed as a County cemetery on an acre of land donated by Daniel Orcutt. He said Roger Hunt, who is the great great great grandson of Daniel Orcutt, began a mission of restoring the name to the cemetery that was donated to the County 125 years ago. He advised that those wishing to attend the ceremony may meet at the Public Works Center to travel to the site.

Get the 411. Councilmember Lewis provided a handout from “Get the 411” Presentation about what kids already know about marijuana. He said it is a presentation for the kids to talk about the use of drugs in the area and it will be held at the Sumner High School Performing Arts Center on June 9th from 6-8:30 p.m.

Senior Center/Rummage Sale. Councilmember Minton-Davis said there will be a rummage sale on June 21st at the Bonney Lake Senior Center. She said donations are welcome for the rummage sale, but please no clothes or shoes.

Relay for Life. Mayor Johnson stated he sent out an “All Employee” e-mail which asked for volunteers to sign up for the Relay for Life walk on July 18th-19th. He said he will make sure Council are included in the request for volunteers.

C. Presentation/Discussion: WSU Commercial Property - Wally Costello.

Wally Costello, Sr. Vice President of Quadrant Homes (Quadrant) and Mike Read with Transportation Engineering Northwest, provided a very detailed presentation with questions and answers to and from the Council regarding a proposed traffic signal at SR410 and 204th Ave E. Costello asked the Council to focus on the summary of the Council’s list of their 28 questions, as they captured the list of the Council’s questions and the outlined Proposed Next Steps. Mr. Reed provided each Councilmember and staff with a handout/binder entitled, “Bonney Lake WSU Site-Commercial Zone Traffic Signal Presentation” for their review.

Mr. Read advised that there was an independent review analysis conducted and the analysis provide for north and south traffic alternatives and he presented and discussed different models and options.

Mr. Costello spoke regarding the levels of service, which was addressed in the last page of the memo and the graph included in the presentation. He said without the proposed traffic signal at South Prairie it would significantly drops the level of service. Councilmember Rackley suggested that the Council have an opportunity to thoroughly review the handout on their own. Mr. Costello said with the proposed traffic signal would create economic vitality with quality retailers and that the plan is not to create competition with existing retailers. Their goal with this proposal is to be timely and organized and provide answers to the questions the Council may have.

Councilmember Hamilton asked if they took into account in their analysis the eventual improvement costs the City would be liable for at the light at 214th and the level of service that those improvements would create. Mr. Read advised yes that was considered in the analysis. Councilmember Hamilton then asked why they didn’t consider aligning the new

signal with 202nd Ave E. instead of 204th. Mr. Read advised that aligning the proposed signal with 202nd Ave E would create a number of site development issues.

Deputy Mayor Swatman said he actually agrees with their proposal and that it makes sense, however, he is concerned that in order to pursue this proposed intersection it involves a lot of time and money and there are no guarantees with WSDOT. Mr. Costello advised every cost incurred would be covered by the developer to WSDOT. He said, except for the request and processing of the permit(s) by City staff, that they would not be costs from the City. Mayor Johnson said he believes it needs to be analyzed if significant staff time would be necessary and there was discussion regarding the traffic impact fees (TIF) and what the TIF rate(s) may be and how this development would affect the City. Allison Watts of Quadrant addressed that the TIF would be determined at the time of the application and would be determined at whatever fees would apply at that time, and that there would be a surcharge also paid at the time of the application. She advised that the only item fixed would be set by the formula set by the City. Deputy Mayor Swatman said he would like see an absolute minimum TIF set for such a development.

Council consensus was to review the presentation handout and bring the item back for continued to discussion, which has tentatively been set for the July 1, 2014 Workshop

D. Review of Council Minutes: May 20, 2014 Workshop and May 27, 2014 Council Meeting.

Council noted some minor corrections and those corrections were made. The minutes were forwarded to the June 10, 2014 Council Meeting for action.

E. Discussion: AB14-59 – Ordinance No. D14-59 - Amendments to the Land Use Matrix related to Assisted Living Facilities.

Senior Planner Jason Sullivan said the proposed amendment would separate Assisted Living Facilities from Continuing Care Communities and Nursing Homes on the Land Use Matrix and allow Assisted Living Facilities within the Downtown Commercial and Downtown Mixed Use zoning classifications. He advised that this amendment would ensure consistency between the City's development regulations codified the Bonney Lake Municipal Code and the housing policies adopted in the Bonney Lake Comprehensive Plan, which directs the City to support the development of senior housing projects in the downtown. Councilmember Lewis said he would like to be the sponsor for this item. Deputy Mayor Swatman addressed concern about the inconsistencies and asked why the City wouldn't want to allow nursing homes and assisted living facilities in the downtown core and what the difference is between nursing homes and assisted living facilities. Mr. Sullivan advised that the difference is there is no 24 hour nursing care versus assisted living facilities. Community Development Director Vodopich advised that the City's downtown plan proposal is for apartments across from the post office property is Downtown Mixed. Council discussed referring this matter to the Planning Commission to consider expanding the Downtown Core. Mr. Sullivan advised that at the June 4th Planning Commission meeting they will be reviewing the future land use map as a part of the Comprehensive Plan Update. This item was forward to the June 10, 2014 Meeting for action.

IV. EXECUTIVE SESSION: None.

V. ADJOURNMENT:

At 7:12 p.m., Councilmember Rackley moved to adjourn the Council Workshop. Councilmember Lewis seconded the motion.

Motion to adjourn approved 6- 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the June 3, 2014 Workshop:

- Councilmember Donn Lewis, *Get the 411 – Learn what your kids already know about Marijuana flyer*
- Mike Read, *Bonney Lake WSU Site-Commercial Zone Traffic Signal Presentation*, Transportation Engineering Northwest.

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

CITY COUNCIL MEETING

June 10, 2014
7:00 P.M.



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.

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DRAFT MINUTES

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

- I. CALL TO ORDER** – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 p.m.
- A. Flag Salute: Mayor Johnson led the audience in the Pledge of Allegiance.
- B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.
- Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Records & Information Specialist Susan Haigh.
- C. Announcements, Appointments and Presentations:
1. Announcements: None.
 2. Appointments: None.
 3. Presentations: None.
- D. Agenda Modifications: None.
- II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**
- A. Public Hearings: None.
- B. Citizen Comments:
- Dan Decker, 20401 70th St E, Bonney Lake, spoke about setback encroachments and permits in the City, and thanked the City Clerk for working on public disclosure issues.
- C. Correspondence: None.
- III. COUNCIL COMMITTEE REPORTS:**
- A. Finance Committee/Committee of the Whole: Deputy Mayor Swatman said the Committee of the Whole met at 5:30 p.m. earlier in the evening and the agenda and

meeting notes are available online.

- B. Community Development Committee: Councilmember Lewis said the committee met on June 3, 2014 and forwarded two items to the current agenda as Consent Agenda Issues: AB14-76 – Resolution 2390 and AB14-77.
- C. Economic Development Committee: Councilmember Minton-Davis said the Committee met earlier in the afternoon and discussed a proposed contract for a market analysis, which will come forward for Council action soon. She said the Community Development Department is working on an electronic plan review process.
- D. Public Safety Committee: Councilmember Watson said the Committee has not met since the last Council Meeting.
- E. Other Reports:

IV. CONSENT AGENDA:

- A. **Approval of Minutes**: May 20, 2014 Workshop and May 27, 2014 Meeting Minutes.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers**: Accounts Payable checks/vouchers #68794-68832 (Including wire transfer #'s 5122014, 5222014, and 20140515) in the amount of \$211,288.92. Accounts Payable checks/vouchers #68833-68851 in the amount of \$1,091.68 for Utility refunds. Accounts Payable checks/vouchers #68852-68877 (Including wire transfer # 20140523) in the amount of \$106,470.99. Accounts Payable checks/vouchers #68878-38881 in the amount of \$1,282.91 for Utility refunds.
VOIDS: Check #67937 – replaced with check #38879; Check #67938 – replaced with check #68880; Check #67940 – replaced with check #68881.
- C. **AB14-76 – Resolution 2390** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Parametrix Engineering For The Construction Staking Of The Church Lake Road Overlay Project.
- D. **AB14-77** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Set A Public Hearing For The 2015-2020 Six-Year Transportation Improvement Program On June 24th, 2014 at 7:00 p.m. Or As Soon Thereafter As Possible.

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

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES: None.

IX. FULL COUNCIL ISSUES:

- A. **AB14-59 – Ordinance 1483 [D14-59]** – An Ordinance Of City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending The Land Use Matrix Codified In Section 18.08.020 Of The Bonney Lake Municipal Code.

Councilmember Lewis moved to approve Ordinance 1483. Councilmember Watson seconded the motion.

Mayor Johnson said this item has been discussed at the previous Workshop. Councilmember Watson said it is important to address issues as they come up and make necessary adjustments to the code. Councilmember Lewis said he sponsored the ordinance and spoke in support of the update to the matrix.

Ordinance 1483 approved 7 – 0.

X. EXECUTIVE SESSION: None.

XI. ADJOURNMENT:

At 7:06 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the June 10, 2014 Meeting: None.

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CITY COUNCIL MEETING

June 24, 2014
7:00 P.M.



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DRAFT MINUTES

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

I. **CALL TO ORDER** – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 p.m.

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

B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, and Councilmember Tom Watson. Councilmember Jim Rackley was absent.

Deputy Mayor Swatman moved to excuse Councilmember Rackley's absence. Councilmember Watson seconded the motion.

Motion to excuse Councilmember Rackley approved 6 – 0.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Assistant Police Chief Kurt Alfano, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Records & Information Specialist Susan Haigh.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:

a. **AB14-85** – A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Confirming the Mayor's Appointment of Paul Surek to Park Board Position #1 for a Three-Year Term ending April 6, 2017.

Councilmember Lewis moved to approve the motion appointing Paul Surek to the Park Board. Councilmember Watson seconded the motion.

Mayor Johnson said all positions on the Park Board are now filled. He said Mr. Surek has a lot of experience and should be a good addition to the Board.

Motion approved 6 – 0.

3. Presentations: None.

D. Agenda Modifications:

Deputy Mayor Swatman said Public Works staff submitted a proposed agenda modification.

Councilmember Lewis moved to amend the agenda to remove Finance Committee Issues, Item A., Resolution 2394 from the agenda, and to replace it with motion AB14-92, a Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, To Reject Bids for SR 410 Pedestrian Improvements MP 13.91. Councilmember Watson seconded the motion.

Motion to amend the agenda approved 6 – 0.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:

1. **AB14-77** – A Public Hearing Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Consider Resolution 2391, Adopting A 6-Year Transportation Improvement Program (2015-2020).

Mayor Johnson opened the public hearing at 7:01 p.m. No speakers came forward. The public hearing was closed at 7:01 p.m.

Pursuant to BLMC 2.04.710, if no public testimony is provided the Council may take final action on an issue immediately following the public hearing.

- a. **[For Council Action] AB14-78 – Resolution 2391** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting A Six-Year Transportation Improvement Program (2015-2020).

Councilmember Lewis moved to approve Resolution 2391. Councilmember Watson seconded the motion.

Councilmember Hamilton asked which of the proposed projects are funded. Director Grigsby said the list includes a mix of projects that are likely to be built, and they could be funded by city funds, grants, or developer credits. City Administrator Morrison said the State requires cities to adopt a 6-year plan every year, but it is not an exclusive list of projects.

Resolution 2391 approved 6 – 0.

B. Citizen Comments:

Christy Fuller, 17806 106th St E, Bonney Lake, spoke as President of the Bonney Lake Chamber of Commerce. She said Lora Butterfield has left the Bonney Lake Chamber for a position in Fife, and the Chamber will be advertising for an administrative assistant to replace her. Ms. Fuller said she will be communicating with the Council in the interim.

Chris Crew, 12519 224th Ave E, Bonney Lake, said he is an attorney and spoke about Washington Initiative 502 regarding marijuana regulations and state-approved stores. He urged the Council to allow a store to be opened in Bonney Lake, and spoke about potential sales tax revenues and other benefits. Deputy Mayor Swatman questioned Mr. Crew about issues regarding federal laws and the accuracy of his revenue figures.

Jerry Thorsen, East Pierce Fire & Rescue Fire Chief, said the dock locator program (to identify lakeside properties for emergency response) has started and already has strong

interest from residents. He provided copies of EPFR's 2013 Annual Report. He said EPFR will have a 4-year levy issue on the August 5, 2014 ballot. Councilmember Hamilton thanked Chief Thorsen for providing the annual report; Mayor Johnson asked staff to link to the EPFR information on the City's website as well.

- C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Swatman said the Committee met at 5:30 p.m. as the Committee of the Whole earlier in the evening and discussed union negotiations.
- B. Community Development Committee: Councilmember Lewis said the Committee has not met since the last City Council Meeting.
- C. Economic Development Committee: Councilmember Minton-Davis said the EDC met earlier in the evening and forwarded one item to the Consent Agenda on the current agenda. She said Permit Coordinator Jen Francis has been asked to serve on the Chamber of Commerce Board of Directors to represent the City.
- D. Public Safety Committee: Councilmember Watson said the Committee has not met since the last Council Meeting.
- E. Other Reports: None.

IV. CONSENT AGENDA:

- A. **Approval of Accounts Payable and Utility Refund Checks/Vouchers**: Accounts Payable checks/vouchers #68882-68920 (Including wire transfer # 6112014) in the amount of \$89,107.41.
Accounts Payable checks/vouchers #68921 in the amount of \$13.34 for a Utility refund.
VOIDS: Check #68847 – replaced with check #38921.
- B. **Approval of Payroll**: Payroll for May 16th-30th, 2014 for checks #31791-31820- including Direct Deposits and Electronic Transfers is \$ 676,530.75.
Payroll for June 1st – 15th, 2014 for checks #31822-31846 including Direct Deposits and Electronic Transfers is \$ 464,301.440
- C. **AB14-81 – Resolution 2392** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement For Legal Services With Porter Foster Rorick, LLP.
- D. **AB14-82 – Resolution 2393** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Berk Consulting, Inc. For The Preparation Of An Economic Development Plan And Market Analysis.
- E. **AB14-83** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Administration To Replace A Maintenance Worker II Position With An Additional Crew Leader Position.

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

Consent Agenda approved 6 – 0.

V. FINANCE COMMITTEE ISSUES:

- A. ~~AB14-86 – Resolution 2394 – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Construction Contract For The SR410 Pedestrian Improvements MP 13.91 Project To _____.~~ *[To be determined following bid opening on June 20, 2014.] Removed from agenda during Agenda Modifications.*
- B. **AB14-92 – A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, To Reject Bids for SR 410 Pedestrian Improvements MP 13.91 Project.** *Added to agenda during Agenda Modifications.*

**Councilmember Watson moved to approve the motion to reject all bids.
Councilmember Lewis seconded the motion.**

Public Works Director Grigsby explained that the City only received one bid for the project, which was much higher than the engineer’s estimate. He said staff believes more competitive bids will be received if the project is advertised again later in the year.

Motion AB14-92 approved 6 – 0.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES: None.

IX. FULL COUNCIL ISSUES: None.

X. EXECUTIVE SESSION: None.

XI. ADJOURNMENT:

**At 7:21 p.m., Councilmember Lewis moved to adjourn the Council Meeting.
Councilmember Watson seconded the motion.**

Motion to adjourn approved 6 – 0.

Harwood Edvalson, MMC, City Clerk

Neil Johnson, Jr., Mayor

Items presented to Council at the June 24, 2014 Meeting:

- Dan Grigsby, Public Works Director – *AB14-92 – Motion to Reject Bids for the SR 410 Pedestrian Improvements MP 13.91.*
- Jerry Thorsen, East Pierce Fire & Rescue – *2013 Annual Report and M & O Levy Flyer.*

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

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 1 July 2014	Agenda Bill Number: AB14-80
Agenda Item Type: Discussion	Ordinance/Resolution Number:	Councilmember Sponsor: Randy McKibben

Agenda Subject: 186th Corridor Improvements 30% Probable Costs Review

Full Title/Motion: A Motion

Administrative Recommendation:

Background Summary: The City Council approved Resolution 2303 on 14 May 2013 a Developer Agreement with the Renwood LLC. This agreement requires offsite street improvements to mitigate the impact of the Renwood development on surrounding streets.

On October 15th, 2013 the CDC met and directed staff to submit a design effort of 30% for two options, the 186th Ave., 88th Ave., and 188th Ave. improvement and the 186th Ave. alignment to Veteran Memorial Drive.

The design effort that quantified 30% design costs to purchase Right of Way, undergrounding utilities, and construct the improvements was submitted May 5th, presented to CDC June 3rd, and the Finance Committee on June 10th, 2014.

The design effort has been completed and a summary of probable costs with back up data has been provided for discussion and further direction.

Attachments: Summary of 30% Probable Costs; Cost details from Design, ROW, and Utilites, Maps

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
N/A			
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:		<i>Approvals:</i>	Yes No
Date: 3 June 2014		Chair/Councilmember Donn Lewis	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Randy McKibbin	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Jim Rackley	<input type="checkbox"/> <input type="checkbox"/>
Forward to: Finance Committee		Consent	
		Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

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

APPROVALS		
Director: <i>Dan Grigsby, P.E.</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable):

186TH CORRIDOR IMPROVEMENTS 30% CONSTRUCTION COST ESTIMATES

30% COST ESTIMATES		Construction*	ROW	Utilities**	TOTALS
Option 1	186th - 88th - 188th	\$1,466,280	\$118,932	\$291,000	\$1,876,212
Option 2	186th-186th Extension	\$1,157,200	\$562,224	\$165,900	\$1,885,324
Option 3	Option 1 plus Option 2	\$1,928,200	\$653,064	\$291,000	\$2,872,264
Option 4	Option 1 plus ROW for Extension	\$1,466,280	\$653,064	\$291,000	\$2,410,344

* Costs include 30% Cost Contingency added to the Probable Construction Cost plus 5% Construction Engineering and 12% Construction Contingency that we would include at time of award.

** Utility costs shown are just those that the city would have to pay under the schedule 74 agreement.

Cost saving opportunities:

- \$26,950 Remove gravity block wall along city owned properties and cut back slopes.
- \$75,000 Obtain DOE Grant to pay for water quality bioretention systems.
- \$90,000 Require property owners to pay for their portion of the undergrounding to their homes.
- \$37,000 Purchase only ROW for future 186th Extension but do not include improvements.
- \$75,540 Do not underground utilities on 90th Street at this time.

186th CORRIDOR IMPROVEMENTS CONSTRUCTION COST ESTIMATES

Design Team Breakdowns	Road Segments	Estimate to Construct
KPG*	186th	\$695,280
KPG	88th - 188th	\$771,000
KPG*	186th Extension	\$461,920

*Changes made to KPG estimates by City based on internal discussions.

Option 1	186th - 88th - 188th	\$1,466,280
Option 2	186th-186th Extension	\$1,157,200
Option 3	Option 1 plus Option 2	\$1,928,200

See cost estimates for more detail.

186TH CORRIDOR IMPROVEMENTS

RIGHT OF WAY SUMMARY

Real-Estate	OPTION	COST EST.
ROW for	186th-88th - 188th	\$118,932
ROW for	186th-186th Extension	\$562,224
ROW for	Both	\$653,064

Note that ROW costs include ASSUMED condemnation expenses.

Street	ROW Parcel	Owner's Name	Property Location	Use	Before Area (SF)	Acqu. Area (SF)
186th	5640001335	Ralph Kelly*	18602 88th St	R	12,000	12,000
	5640001361	DSP Enterprises	18429 VMD	C	29,047	200
	5640001323	Bonney Lake Advance LLC	18525 VMD	C	32,786	7,784
	5640001514	Ryckman, Gladys	18426 89th St	R	20,160	730
	ROW Parcel	Owner's Name	Property Location	Use	Before Area (SF)	Acqu. Area (SF)
88th St	5640001335	Ralph Kelly	18602 88th St	R	12,000	360
	5640001336	Luteenko, Sergy & Svetlana	18606 88th St	R	11,200	799
	5640001350	Castrilli, Melanie	18610 88th St	R	13,500	887
	5640001340	Krett, Andrew	18616 88th St	R	11,250	734
	5640001514	Ryckman, Gladys	18426 89th St	R	20,160	730
188th	ROW Parcel	Owner's Name	Property Location	Use	Before Area (SF)	Acqu. Area (SF)
	5640001242	GM Gunn LLC	8708 188th Av	C/R	49,189	1,219
	5640001290	Mindemann, Steve and Mary	8713 188th Av	R	9,551	1,279

* Purchase Home Option

**186TH CORRIDOR IMPROVEMENTS
PUGET SOUND ENERGY UNDERGROUNDING ESTIMATES**

Utility	Road Segment	Cost Estimate to Underground
Puget Sound Energy	90th Street*	\$75,540
Puget Sound Energy	186th Ave.	\$90,360
Puget Sound Energy	186th - 88th - 188th	\$215,460

* 90th Street still has portion that was not undergrounded during phase 1.

Cost to trench, bed, and backfill is on city under schedule 74 agreement. That cost is covered in KPG Estimate.

Option 1**	186th - 88th - 188th	\$291,000
Option 2**	186th-186th Extension	\$165,900
Option 3**	Option 1 plus Option 2	\$291,000

Job No.	13095	156TH Corridor Improvements Project Option 2 - 88th St E & 188th Ave E	By	EEO/SCS	Chkd By	TEW
Subject	QTO	City of Bonney Lake	Date	5/5/14	Date	5/5/14



TOTAL PROBABLE CONSTRUCTION COST ESTIMATE

Bld Item	Section	Item	QUANTITY	UNIT	UNIT COST	BASE COST
1	1-04	Minor Change	1	FA	\$15,000.00	\$15,000.00
2	1-07	SPCC	1	LS	\$1,500.00	\$1,500.00
3	1-09	Mobilization	1	LS	\$40,000.00	\$40,000.00
4	1-10	Project Temporary Traffic Control	1	LS	\$35,000.00	\$35,000.00
5	1-10	Survey	1	LS	\$7,500.00	\$7,500.00
6	2-01	Clearing and Grubbing	1	LS	\$6,500.00	\$6,500.00
7	2-02	Removal of Structure and Obstruction	1	LS	\$30,000.00	\$30,000.00
8	2-01	Roadside Cleanup	1	FA	\$10,000.00	\$10,000.00
9	2-02	Sawcut Asphalt Conc. Pavement	480	LF	\$2.50	\$1,200.00
10	2-03	Roadway Excavation Incl. Haul	1	LS	\$8,500.00	\$8,500.00
11	2-03	Unsuitable Foundation Excavation	70	CY	\$50.00	\$3,500.00
12	2-03	Gravel Borrow Incl. Haul	100	TN	\$22.00	\$2,200.00
13	2-09	Shoring or Extra Excavation Cl. B	1	LS	\$5,000.00	\$5,000.00
14	2-12	Construction Geosynthetic for Underground Drainage	360	SY	\$4.50	\$1,620.00
15	4-04	Crushed Surfacing Base Course	600	TN	\$30.00	\$18,000.00
16	4-04	Crushed Surfacing Top Course	120	TN	\$32.00	\$3,840.00
17	4-04	Gravel Backfill for Drains	116	TN	\$35.00	\$4,042.50
18	5-04	HMA Class 1/2" in. PG 64-22	270	TN	\$150.00	\$40,500.00
19	6-13	Gravity Block Wall	390	SF	\$35.00	\$13,650.00
20	7-02	12" Perforated Pipe	200	LF	\$70.00	\$14,000.00
21	7-04	Solid Wall PVC Storm Sewer Pipe 8in. Diam.	110	LF	\$65.00	\$7,150.00
22	7-04	Testing Storm Sewer Pipe	110	LF	\$1.50	\$165.00
23	7-05	Install Filterra Bioretention System 4x8	2	EA	\$15,000.00	\$30,000.00
24	7-05	Install Filterra Bioretention System 4x8	1	EA	\$15,000.00	\$15,000.00
25	7-05	Adjust Gas Valve	1	EA	\$350.00	\$350.00
26	7-05	Adjust Sanitary Sewer Cleanout	1	EA	\$500.00	\$500.00
27	7-05	Adjust Sewer Manhole	1	EA	\$500.00	\$500.00
28	7-05	Catch Basin Type 1	5	EA	\$1,500.00	\$7,500.00
29	7-05	Catch Basin Type 2 48 In. Diam.	1	EA	\$3,500.00	\$3,500.00
30	7-08	Native Backfill for Storm Sewer Pipe	2112	CY	\$10.00	\$21,120.00
31	7-08	Gravel Backfill for Pipe Zone Bedding	100	CY	\$18.00	\$1,800.00
32	8-01	Inlet Protection	9	EA	\$75.00	\$675.00
33	8-01	Erosion/Water Pollution Control	1	LS	\$5,000.00	\$5,000.00
34	8-01	Silt Fence	850	LF	\$5.00	\$4,250.00
35	8-02	Seeding, Fertilizing and Mulching	106	SY	\$1.50	\$159.38
36	8-02	Bark Mulch	1	CY	\$50.00	\$62.50
37	8-02	Install Tree Pit	1	EA	\$1,250.00	\$1,250.00
38	8-02	Topsoil Type A	25	CY	\$40.00	\$1,000.00
39	8-04	Cement Conc. Pedestrian Curb	35	LF	\$22.00	\$770.00
40	8-04	Cement Concrete Traffic Curb and Gutter	1400	LF	\$18.00	\$25,200.00
41	8-05	Utility Potholing	7	EA	\$500.00	\$3,500.00
42	8-05	Resoltuion of Utility Conflicts	1	FA	\$10,000.00	\$10,000.00
43	8-06	Cement Conc. Driveway Entrances	1	EA	\$500.00	\$500.00
44	8-14	Cement Conc. Sidewalk Ramp Type Parallel	2	EA	\$1,750.00	\$3,500.00
45	8-14	Cement Concrete Sidewalk	280	SY	\$30.00	\$8,400.00
46	8-18	Mailbox Support	4	EA	\$250.00	\$1,000.00
47	8-20	Illumination Conduit and Junction Boxes	1	LS	\$0.00	\$0.00
48	8-21	Permenant Signing	1	LS	\$3,000.00	\$3,000.00
49	8-22	Channelization	1	LS	\$700.00	\$700.00
50	8-28	Tree Grate	1	EA	\$2,000.00	\$2,000.00
51	8-30	Utility Trench Excavation, Inc. Haul	280	CY	\$30.00	\$8,400.00
52	8-30	Utility Trench Bedding, Sand	120	CY	\$30.00	\$3,600.00
53	8-30	Utility Trench Backfill, Select Native	180	CY	\$6.00	\$1,080.00
54	8-30	Conduit Installation(Joint Utility Trench)	525	LF	\$70.00	\$36,750.00
55	8-30	Private Electrical Conversion	8	EA	\$6,000.00	\$48,000.00

Probable Construction Cost =	\$517,934.38
Washington State Sales Tax 9.5% (Undergrounding) =	\$9,293.85
Contingency for 30% =	\$155,380.31
City Admin @ 5% of Total =	\$25,896.72
Construction Admin @ 12% of Total =	\$62,152.13
Estimated Total Project Cost (not incl. design) =	\$771,000.00

Job No.	13095	186TH Corridor Improvements Project Option 1 - 186th Ave E (STA 1+00-5+50)	By	EEO/SCS	Chkd By	TEW
Subject	QTO	City of Bonney Lake	Date	5/5/14	Date	5/5/14



TOTAL PROBABLE CONSTRUCTION COST ESTIMATE

Bid Item	Section	Item	QUANTITY	UNIT	UNIT COST	BASE COST
1	1-04	Minor Change	1	FA	\$15,000.00	\$15,000.00
2	1-07	SPCC	1	LS	\$1,500.00	\$1,500.00
3	1-09	Mobilization	1	LS	\$40,000.00	\$40,000.00
4	1-10	Project Temporary Traffic Control	1	LS	\$35,000.00	\$35,000.00
5	1-10	Survey	1	LS	\$7,500.00	\$7,500.00
6	2-01	Clearing and Grubbing	1	LS	\$6,500.00	\$6,500.00
7	2-02	Removal of Structure and Obstruction	1	LS	\$50,000.00	\$50,000.00
8	2-01	Roadside Cleanup	1	FA	\$10,000.00	\$10,000.00
9	2-02	Sawcut Asphalt Conc. Pavement	80	LF	\$2.50	\$200.00
10	2-03	Roadway Excavation Incl. Haul	1	LS	\$10,500.00	\$10,500.00
11	2-03	Unsuitable Foundation Excavation	70	CY	\$50.00	\$3,500.00
12	2-03	Gravel Borrow Incl. Haul	60	TN	\$22.00	\$1,320.00
13	2-09	Shoring or Extra Excavation Cl. B	1	LS	\$5,000.00	\$5,000.00
14	2-12	Construction Geosynthetic for Underground Drainage	180	SY	\$4.50	\$810.00
15	4-04	Crushed Surfacing Base Course	440	TN	\$30.00	\$13,200.00
16	4-04	Crushed Surfacing Top Course	100	TN	\$32.00	\$3,200.00
17	4-04	Gravel Backfill for Drains	58	TN	\$35.00	\$2,045.00
18	5-04	HMA Class 1/2" in. PG 64-22	200	TN	\$150.00	\$30,000.00
19	6-13	Gravity Block Wall	770	SF	\$35.00	\$26,950.00
20	7-02	12" Perforated Pipe	100	LF	\$70.00	\$7,000.00
21	7-04	Solid Wall PVC Storm Sewer Pipe 12in. Diam.	120	LF	\$65.00	\$7,800.00
22	7-04	Testing Storm Sewer Pipe	120	LF	\$1.50	\$180.00
23	7-05	Install Filtration/Bio-retention System 4'x8'	2	EA	\$15,000.00	\$30,000.00
24	7-05	Adjust Catch Basin	1	EA	\$350.00	\$350.00
25	7-05	Adjust Gas Valve	1	EA	\$350.00	\$350.00
26	7-05	Adjust Sewer Manhole	2	EA	\$500.00	\$1,000.00
27	7-05	Adjust Water Valve	10	EA	\$350.00	\$3,500.00
28	7-05	Catch Basin Type 1	3	EA	\$1,500.00	\$4,500.00
29	7-05	Catch Basin Type 2 48 In. Diam.	1	EA	\$3,500.00	\$3,500.00
30	7-08	Native Backfill for Storm Sewer Pipe	2184	CY	\$10.00	\$21,835.00
31	7-08	Gravel Backfill for Pipe Zone Bedding	100	CY	\$18.00	\$1,800.00
32	8-01	Inlet Protection	6	EA	\$75.00	\$450.00
33	8-01	Erosion/Water Pollution Control	1	LS	\$5,000.00	\$5,000.00
34	8-01	Silt Fence	440	LF	\$5.00	\$2,200.00
35	8-02	Seeding, Fertilizing and Mulching	106	SY	\$1.50	\$159.00
36	8-02	Bark Mulch	6	CY	\$50.00	\$312.50
37	8-02	Install Tree Pit	5	EA	\$1,250.00	\$6,250.00
38	8-02	Topsoil Type A	25	CY	\$40.00	\$1,000.00
39	8-04	Cement Concrete Traffic Curb and Gutter	900	LF	\$18.00	\$16,200.00
40	8-05	Utility Potholing	7	EA	\$500.00	\$3,500.00
41	8-05	Resolution of Utility Conflicts	1	FA	\$10,000.00	\$10,000.00
42	8-06	Cement Conc. Driveway Entrances	1	EA	\$500.00	\$500.00
43	8-14	Cement Conc. Sidewalk Ramp Type Perpendicular	1	EA	\$1,750.00	\$1,750.00
44	8-14	Cement Concrete Sidewalk	450	SY	\$30.00	\$13,500.00
45	8-20	Illumination Conduit and Junction Boxes	1	LS	\$8,500.00	\$8,500.00
46	8-21	Permenant Signing	1	LS	\$2,000.00	\$2,000.00
47	8-22	Channelization	1	LS	\$600.00	\$600.00
48	8-28	Tree Grate	5	EA	\$2,000.00	\$10,000.00
49	8-30	Utility Trench Excavation, Inc. Haul	200	CY	\$30.00	\$6,000.00
50	8-30	Utility Trench Bedding, Sand	80	CY	\$30.00	\$2,400.00
51	8-30	Utility Trench Backfill, Select Native	120	CY	\$6.00	\$720.00
52	8-30	Conduit Installation(Joint Utility Trench)	370	LF	\$70.00	\$25,900.00
53	8-30	Private Electrical Conversion	7	EA	\$6,000.00	\$42,000.00
Probable Construction Cost =						\$502,977.38
Washington State Sales Tax 9.5% (Undergrounding) =						\$7,316.90
Contingency for 30% =						\$150,893.21
City Admin @ 5% of Total =						\$25,148.87
Construction Admin @ 12% of Total =						\$60,357.29
Estimated Total Project Cost (not incl. design) =						\$747,000.00

472,750
143,970
23,600
50,700
198,020

Job No.	13095	186TH Corridor Improvements Project Option 3 - 186th Ave E Extension	By	EEO/SCS	Chkd By	TEW
Subject	QTO	City of Bonney Lake	Date	5/5/14	Date	5/5/14

ENGINEERS | ARCHITECTS | LANDSCAPE ARCHITECTS | SURVEYORS | **KPG** | TACOMA · SEATTLE

TOTAL PROBABLE CONSTRUCTION COST ESTIMATE

Bld Item	Section	Item	QUANTITY	UNIT	UNIT COST	BASE COST
1	1-04	Minor Change	1	FA	\$12,000.00	\$12,000.00
2	1-07	SPCC	1	LS	\$1,500.00	\$1,500.00
3	1-09	Mobilization	1	LS	\$30,000.00	\$30,000.00
4	1-10	Project Temporary Traffic Control	1	LS	\$25,000.00	\$25,000.00
5	1-10	Survey	1	LS	\$7,500.00	\$7,500.00
6	2-01	Clearing and Grubbing	1	LS	\$9,000.00	\$9,000.00
7	2-02	Removal of Structure and Obstruction	1	LS	\$65,000.00	\$65,000.00
8	2-01	Roadside Cleanup	1	FA	\$10,000.00	\$10,000.00
9	2-02	Sawcut Asphalt Conc. Pavement	140	LF	\$2.50	\$350.00
10	2-03	Roadway Excavation Incl. Haul	1	LS	\$6,500.00	\$6,500.00
11	2-03	Unsuitable Foundation Excavation	110	CY	\$50.00	\$5,500.00
12	2-03	Gravel Borrow Incl. Haul	240	TN	\$22.00	\$5,280.00
13	2-09	Shoring or Extra Excavation Cl. B	1	LS	\$5,000.00	\$5,000.00
14	4-04	Crushed Surfacing Base Course	420	TN	\$30.00	\$12,600.00
15	4-04	Crushed Surfacing Top Course	90	TN	\$32.00	\$2,880.00
16	5-04	Commercial HMA	20	TN	\$150.00	\$3,000.00
17	5-04	HMA Class 1/2" in. PG 64-22	190	TN	\$150.00	\$28,500.00
18	6-06	Steel Pipe Handrail	120	LF	\$30.00	\$3,600.00
19	6-13	Gravity Block Wall	460	SF	\$35.00	\$16,100.00
20	7-05	Adjust Sewer Manhole	1	EA	\$500.00	\$500.00
21	7-05	Reconnect Private Storm	1	LS	\$30,000.00	\$30,000.00
22	7-14	Resetting Existing Hydrants	2	EA	\$4,000.00	\$8,000.00
23	8-01	Inlet Protection	2	EA	\$75.00	\$150.00
24	8-01	Erosion/Water Pollution Control	1	LS	\$10,000.00	\$10,000.00
25	8-01	Silt Fence	340	LF	\$5.00	\$1,700.00
26	8-02	Seeding, Fertilizing and Mulching	63	SY	\$1.50	\$93.75
27	8-02	Bark Mulch	6	CY	\$50.00	\$312.50
28	8-02	Install Tree Pit	5	EA	\$1,250.00	\$6,250.00
29	8-02	Topsoil Type A	25	CY	\$40.00	\$1,000.00
30	8-04	Cement Conc. Pedestrian Curb	35	LF	\$22.00	\$770.00
31	8-04	Cement Concrete Traffic Curb and Gutter	900	LF	\$18.00	\$16,200.00
32	8-05	Utility Potholing	3	EA	\$500.00	\$1,500.00
33	8-05	Resoluion of Utility Conflicts	1	FA	\$10,000.00	\$10,000.00
34	8-14	Cement Conc. Sidewalk Ramp Type Parallel	2	EA	\$1,750.00	\$3,500.00
35	8-14	Cement Concrete Sidewalk	610	SY	\$30.00	\$18,300.00
36	8-18	Mailbox Support	5	EA	\$250.00	\$1,250.00
37	8-20	Illumination Conduit and Junction Boxes	1	LS	\$7,500.00	\$7,500.00
38	8-21	Permenant Signing	1	LS	\$2,500.00	\$2,500.00
39	8-22	Channelization	1	LS	\$400.00	\$400.00
40	8-28	Tree Grate	5	EA	\$2,000.00	\$10,000.00
Probable Construction Cost =						\$379,236.25
Contingency for 30% =						\$113,770.88
City Admin @ 5% of Total =						\$18,961.81
Construction Admin @ 12% of Total =						\$45,508.35
Estimated Total Project Cost (not incl. design) =						\$558,000.00

314,240
714,270
45,710
30,700
45,700

Option 1



**FACILITY MODIFICATION
ESTIMATE OF COSTS**

24 1/2 S
PSE.com

To: City of Bonney Lake
8720 Main St E
P. O. Box 7380
Bonney Lake, WA 98391-0944

Date: 05/16/14

Attn: John Woodcock

Project Description: Bonney Lake, 186th Av E and 188th Ave E, Schedule 74 Conversion approx 15501T.
Location: 186th Av E and 188th Ave E, Veterans Mem Dr E to 90th St E
PSE Engineering: Andy Lowrey

Activity	Schedule 74 Shared Cost		
PSE Order #:	N/A		
Estimate Type:	Conceptual		
% Reimbursable:	40%		
Materials	\$96,500		
Construction	\$176,800		
Engineering & Management	\$32,200		
Right of Way	\$0		
Overhead	\$53,600		
Fed Income Tax Rider			
Estimate Range:	\$359,100	to	\$538,650
GRAND TOTAL:		\$359,100	to \$538,650
City of Bonney Lake Obligation:		\$143,640	to \$215,460

This is a conceptual level estimate.
Basis for this estimate is the preliminary scope of work provided by the City of Bonney Lake on April 24, 2014.
Refer to PSE Rate Schedule 74 for terms and conditions (consult with Jeff Payne, PSE - MLM).
The jurisdiction is responsible for all trench, backfill, and restoration functionality, including surveying and is not included in this estimate.
Coordination activity for other utilities sharing the utility trench is the responsibility of the city and is not included in this estimate.
Design of the shared utility trench is the responsibility of the city and is not included in this estimate.
Right of way estimates are not available at this time.

Option 2



**FACILITY MODIFICATION
ESTIMATE OF COSTS**

PSE.com

To: City of Bonney Lake

8720 Main St E

P. O. Box 7380

Bonney Lake, WA 98391-0944

Attn: John Woodcock

Date: 05/16/14

Project Description: Bonney Lake, 186th Av E, Schedule 74 Conversion, approx 600ft.

Location: 186th Av E, 88th St E to 90th St E

PSE Engineering: Andy Lowrey

Activity:	Schedule 74 Shared Cost		
PSE Order #:	N/A		
Estimate Type:	Conceptual		
% Reimbursable:	40%		
Materials	\$40,800		
Construction	\$73,700		
Engineering & Management	\$13,600		
Right of Way	\$0		
Overhead	\$22,500		
Feed Income Tax Rider			
Estimate Range:	\$150,600	to	\$225,900
GRAND TOTAL:		\$150,600	to \$225,900
City of Bonney Lake Obligation:		\$60,240	to \$90,360

This is a conceptual level estimate.
 Basis for this estimate is the preliminary scope of work provided by the City of Bonney Lake on April 24, 2014.
 Refer to PSE Rate Schedule 74 for terms and conditions (consult with Jeff Payne, PSE - ML/M).
 The jurisdiction is responsible for all trench, backfill, and restoration functionality including surveying and is not included in this estimate.
 Coordination activity for other utilities sharing the utility trench is the responsibility of the city and is not included in this estimate.
 Design of the shared utility trench is the responsibility of the city and is not included in this estimate.
 Right of way estimates are not available at this time.

9000 Street



1000 1st Avenue
Seattle, WA 98101
PSE.com

FACILITY MODIFICATION ESTIMATE OF COSTS

Date: 05/16/15

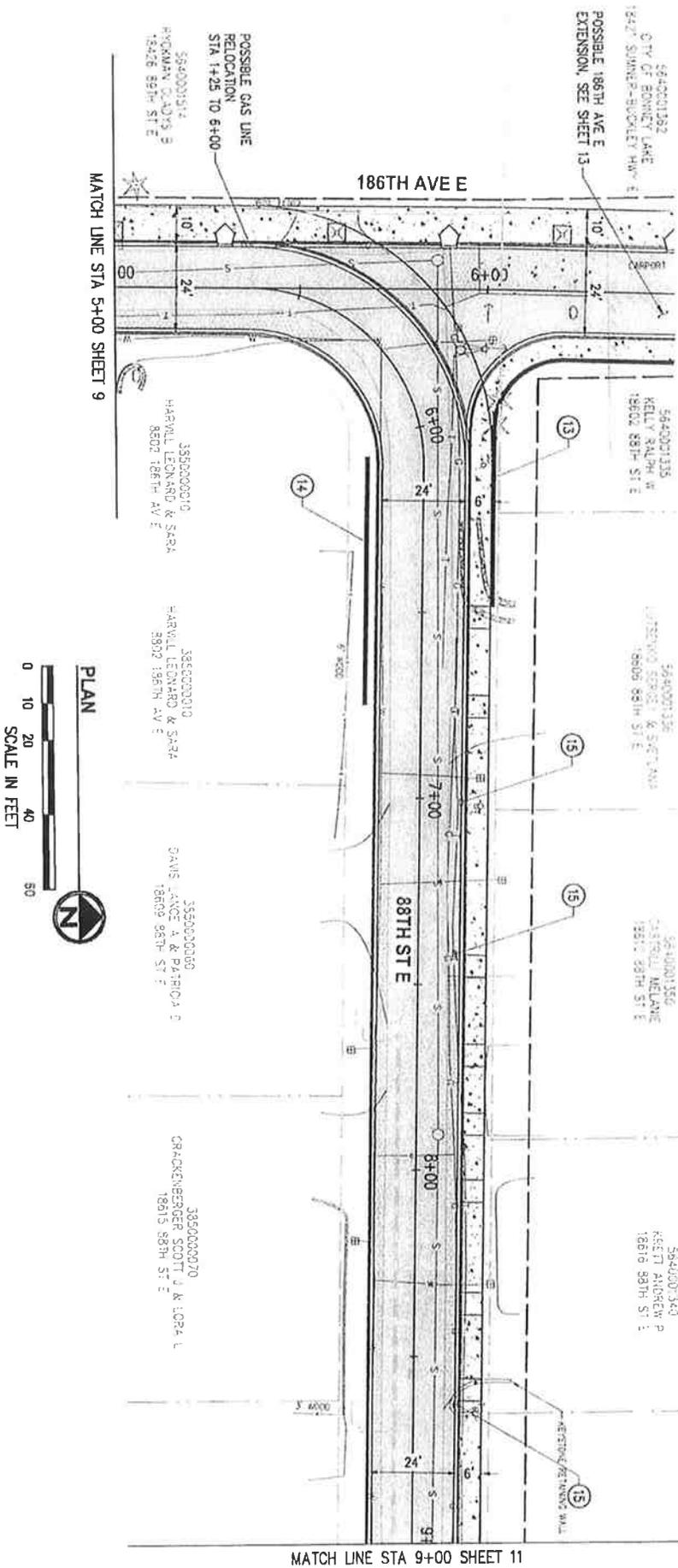
To: City of Bonney Lake
8720 Main St E
P.O. Box 7380
Bonney Lake, WA 98391-0944
Attn: John Woodcock

Project Description: Bonney Lake, 90th St E, Schedule 74 Conversion, approx 500ft
Location: 90th St E, Main St to 186th St E
PSE Engineering: Andy Lowrey

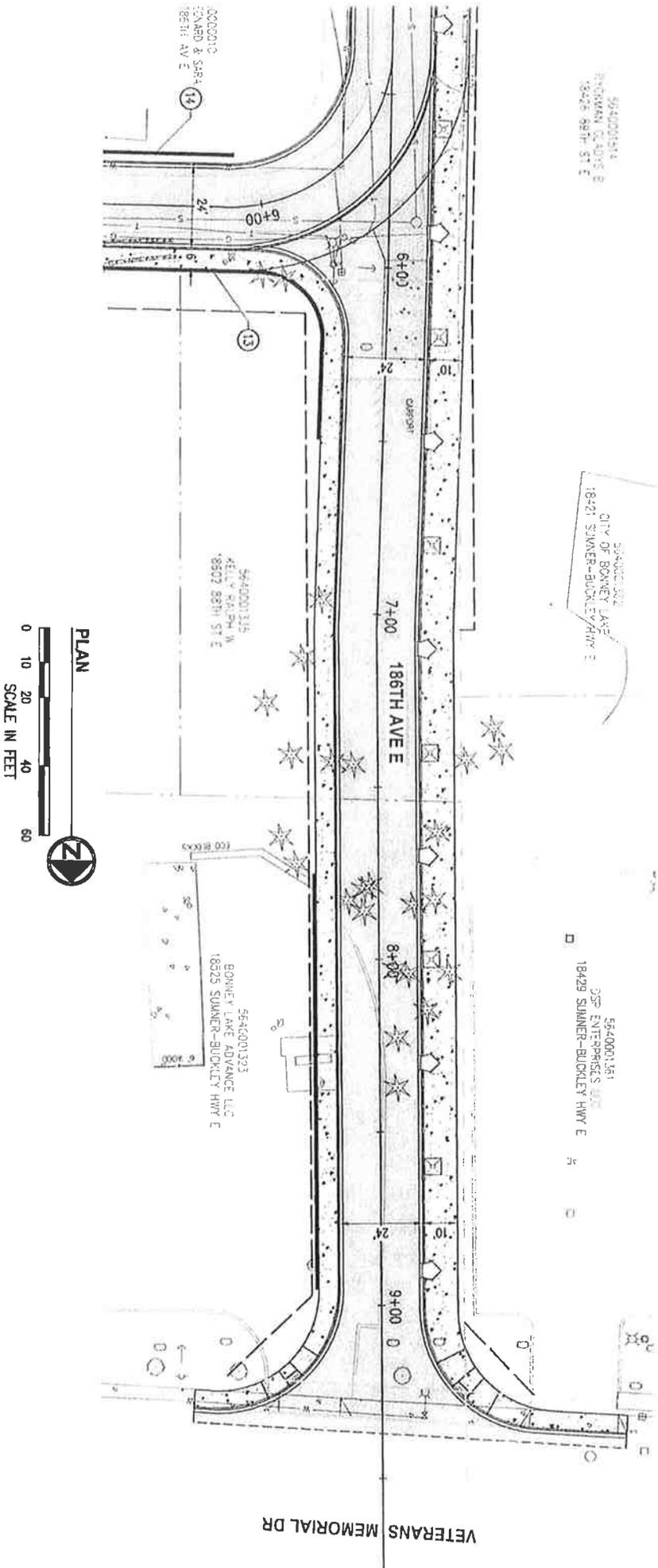
Activity:	Schedule 74 Shared Cost		
PSE Order #:	N/A		
Estimate Type:	Conceptual		
% Reimbursable:	40%		
Materials	\$34,000		
Construction	\$61,500		
Engineering & Management	\$11,500		
Right of Way	\$0		
Overhead	\$18,900		
Fed Income Tax Rider			
Estimate Range:	\$125,900	to	\$188,850
GRAND TOTAL:		\$125,900	to \$188,850
City of Bonney Lake Obligation:		\$50,360	to \$75,540

This is a conceptual level estimate.
 Basis for this estimate is the preliminary, scope of work provided by the City of Bonney Lake on April 24, 2014.
 Refer to PSE Rate Schedule 74 for terms and conditions (consult with Jeff Payne, PSE - MILM).
 The jurisdiction is responsible for all trench, backfill, and restoration functionality, including surveying and is not included in this estimate.
 Coordination activity for other utilities sharing the utility trench is the responsibility of the city and is not included in this estimate.
 Design of the shared utility trench is the responsibility of the city and is not included in this estimate.
 Right of way estimates are not available at this time.

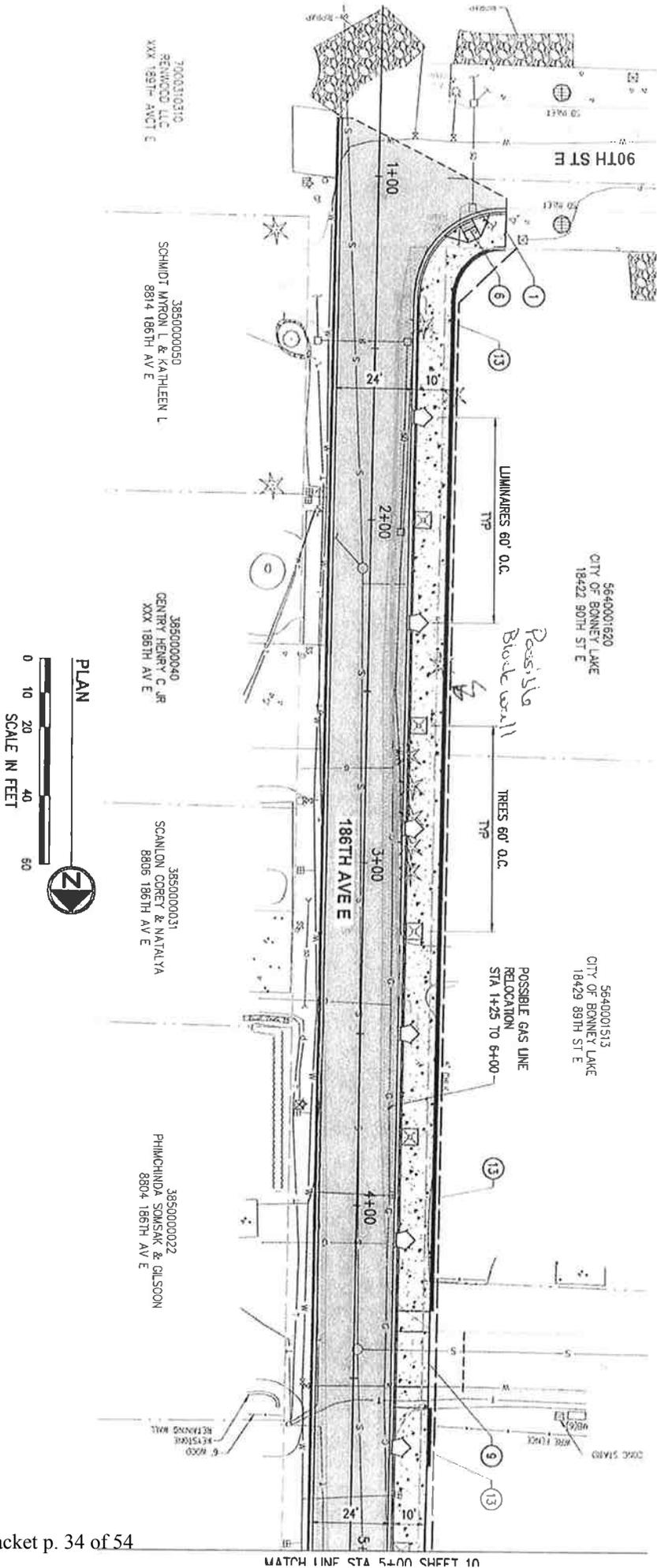
186TH CORRIDOR IMPROVEMENTS RIGHT OF WAY PARCELS



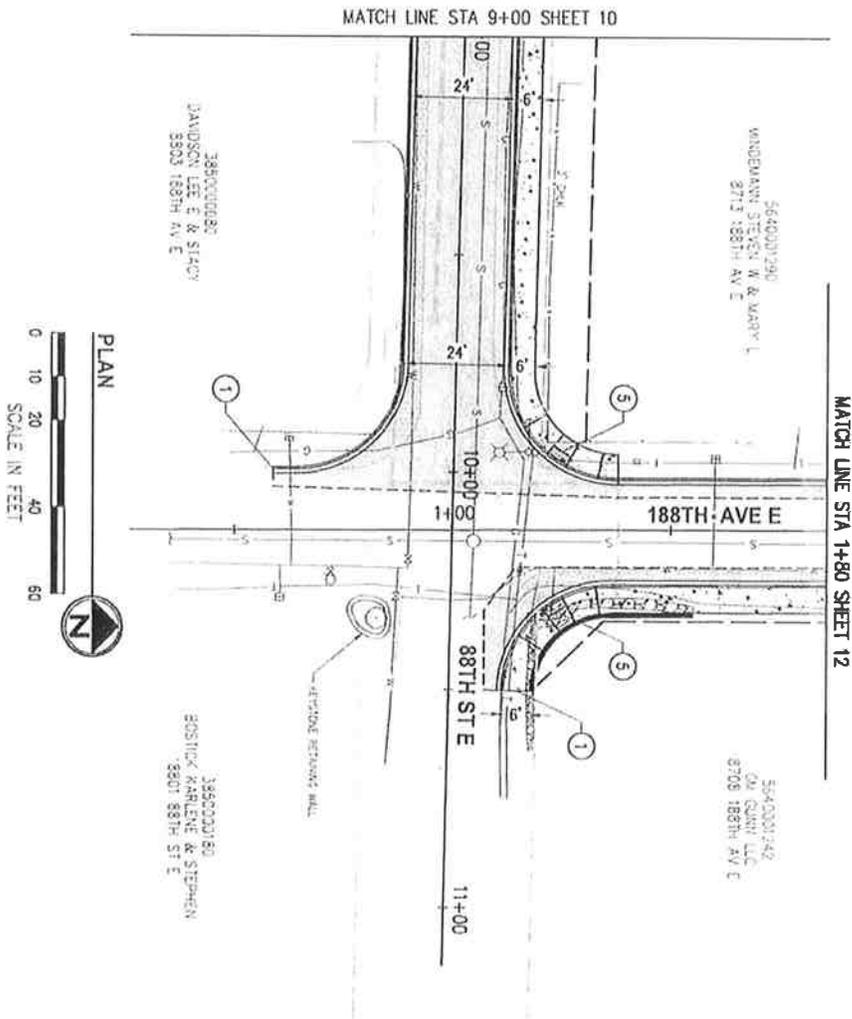
186TH CORRIDOR IMPROVEMENTS RIGHT OF WAY PARCELS



186TH CORRIDOR IMPROVEMENTS RIGHT OF WAY PARCELS



186TH CORRIDOR IMPROVEMENTS RIGHT OF WAY PARCELS



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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 1 July 2014	Agenda Bill Number: AB14-94
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2400	Councilmember Sponsor: Dan Swatman

Agenda Subject: Authorize Agreement with Cascade Right-of-Way Services for the 186th Ave -88th St-188th Ave Option Project.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorize Agreement With Cascade Right-Of-Way Services For The 186th Ave -88th St-188th Ave Option Project..

Administrative Recommendation: TBD. If this is determined to be an excessive amount for the services provided, the Administration may determine not to enter into the contract, but put the ROW services out to bid per existing City administrative policy.

Background Summary: The City of Bonney Lake is in the process of designing improvements for the 186th Corridor above named project. The proposed improvements require the valuation and negotiation of property interests for up to nine (9) parcels.

Cascade Right-of-Way Services, Inc. will provide right-of-way acquisition and valuation services for the above stated property interests using procedures specified in accordance with the Washington State Department of Transportation (WSDOT) Right-of-Way Manual and Local Agency Guidelines. Cascade will contract with an appraiser listed on the latest WSDOT Fee Appraiser List to complete a Project Funding Estimate and Administrative Offer Summaries for the proposed acquisitions. This effort will include contacting property owners, advising them of the process, assembling negotiation packages, and schedule appointments. Cascade will manage the documents, obtain signatures, and submit them to the CITY for approval.

After reaching a mutually acceptable agreement Cascade ROW Services will coordinate with an Escrow and Title Company to clear any necessary title encumbrances and close the transactions.

Attachments: Resolution; Contract; Map

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$1,000,000	\$929,557	\$63,300	\$866,257

Budget Explanation: 301.034.032.595.10.63.01

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember Dan Swatman	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Donn Lewis	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Katrina Minton-Davis	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent		
	Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No		

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled to Date:

APPROVALS

Director:

Dan Grigsby, P.E.

Mayor:

Neil Johnson Jr.

Date Reviewed

by City Attorney:
(if applicable):

RESOLUTION NO. 2400

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING A CONTRACT WITH CASCADE RIGHT OF WAY SERVICES, INC. FOR THE PURCHASE OF RIGHT OF WAY FOR THE 186TH CORRIDOR IMPROVEMENTS PROJECT.

WHEREAS, the City Council approved Resolution 2303 on 14 May 2013 a Developer Agreement with the Renwood LLC. This agreement requires offsite street improvements to mitigate the impact of the Renwood development on surrounding streets; and

WHEREAS, on October 15th, 2013 the CDC met and directed staff to submit a design effort of 30% for two options, the 186th Ave., 88th Ave., and 188th Ave. improvement and the 186th Ave. alignment to Veteran Memorial Drive.; and

WHEREAS, the design effort that quantified 30% design costs to purchase right of way, underground utilities, and construct the improvements was submitted on May 5th, 2014 and presented to the Community Development Committee on June 3rd, 2014 and the Finance Committee on June 10th, 2014; and

WHEREAS, the Public Works Department was directed to begin the Right of Way acquisition phase of this effort during the June 10th Finance Committee; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Cascade Right of Way Services, Inc in the amount of \$63,300.

PASSED BY THE CITY COUNCIL this 1st day of July, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2014, by and between the City of Bonney Lake ("City") and Cascade Right-of-Way Services, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before

the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

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

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

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

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

City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

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

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

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

12. Indemnification / Hold Harmless

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

13. **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

EXHIBIT A: SCOPE OF WORK

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

186th Ave. – 88th Street – 188th Ave.
Right-of-Way Services
June 24th, 2014

The City of Bonney Lake is in the process of designing improvements to the above named project. The proposed improvements require the valuation and negotiation of property interests for up to nine (9) parcels specifically identified as Pierce County Assessor's Parcel Nos. 5640001514, 5640001335, 5640001350, 5640001340, 5640001290 5640001336, 5640001242, 5640001361 and 5640001323. In the event the City opts to purchase the parcels necessary for the 186th Extension Option (5640001361 and 5640001323), relocation services will be considered extra work if they are deemed necessary.

Process

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

The CONSULTANT will contract with an appraiser listed on the latest WSDOT Fee Appraiser List to complete a Project Funding Estimate and Administrative Offer Summaries for the proposed acquisitions.

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

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

The CONSULTANT will provide the following:

140.1) Valuation of Proposed Acquisition Areas

The CONSULTANT will contract with a WSDOT-approved appraiser for valuation services. The appraiser will prepare a Project Funding Estimate, and where necessary, Administrative Offer Summaries for the proposed acquisitions. It is assumed the project will require up to two (2) full appraisals. In the event any additional appraisals are required, they will be considered extra work.

The CONSULTANT will perform appraisal functions to the limit of the authority set forth in the title reports, project maps, determination of fair market value, and the manuals noted above.

140.2) Appraisal Review

The CONSULTANT will contract with a WSDOT-approved review appraiser for appraisal review services. Upon completion of the review appraisals, they will be submitted to the CITY for review and approval. Upon approval, the CONSULTANT will begin negotiations. It is assumed there will be up to two (2) appraisal reviews on this project.

140.3) Negotiations

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

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

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

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

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

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

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

140.4) Closing Coordination

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

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

140.5) Preparation of Documents

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

140.6) Temporary Construction Permits

The CONSULTANT will prepare and attempt to secure signatures on Temporary Construction Permits (TCP's) for up to (nine) 9 parcels where acquisitions are involved. Said permits will be completed in a format provided by the CITY. It is assumed no compensation will be paid for said Temporary Construction Permits as they are for the mutual benefit of the landowners and the City.

140.7) Progress Reports/Invoicing

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

140.8) Valuation Services

To be provided by Appraisal Solutions Northwest, Inc.

140.9) Review Appraisal Services

To be provided by the Granger Company

Condemnation

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

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

Relocation

It is assumed that no relocation will be required for this project. If relocations are found to be necessary and the CITY wishes to have the CONSULTANT assist in the relocation process, that work will be negotiated and added by supplemental agreement.

Right-of-Way Certification

It is understood that there are no state/federal funds involved in any portion of this project and WSDOT right-of-way certification will not be required.

Survey

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

End Scope of Work

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

PROJECT NAME: CITY OF BONNEY LAKE 186 th Ave. – 88 th Street – 188 th Ave.		RIGHT OF WAY AGENT
TASK #		
140.1	Valuation Coordination	
	Coordinate with appraisal sub	6
140.2	Appraisal Review Coordination	
	Coordinate with review appraiser	3
140.3	Negotiations	
	Assemble packages	33
	Negotiations	117
	Follow up and documentation of contacts	18
	Reconveyance Coordination	27
140.4	Closing Coordination	
	Coordination with Escrow	36
140.5	Preparation of Acquisition Documents	
	Preparation and management	54
140.6	Temporary Construction Permits	
	Preparation	36
140.7	Progress Reports/Invoicing	
	Preparation and submittal	9
140.8	Valuations	
	To be performed by Appraisal Solutions Northwest, Inc.	
140.9	Review Appraisal Services	
	To be performed by the Granger Company	
	HOURS PER DISCIPLINE	339

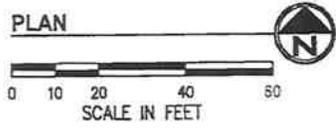
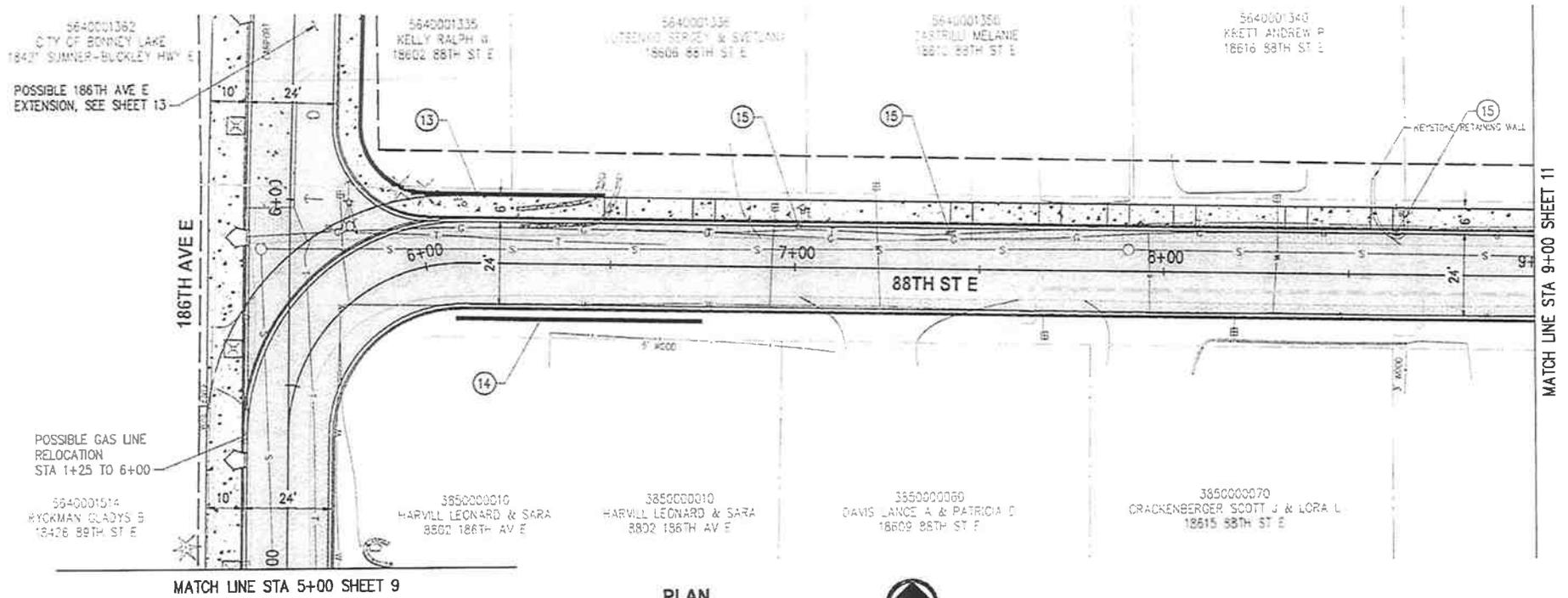
EXHIBIT B: RATES

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

NEGOTIATED HOURLY RATE (NHR):					
<u>Classification</u>	<u>Man Hours</u>	<u>X</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
RIGHT OF WAY AGENT	339	X	\$115.00	=	\$38,985.00
Total Hours =	339				Total NHR = \$38,985.00
REIMBURSABLES:					
MILEAGE @	2,100	X	0.50	=	\$1,050.00
Postage Expenses				=	\$0.00
			SUB TOTAL		\$1,050.00
SUBCONSULTANT COST:					
Appraisal Solutions Northwest @	\$19,750	X	1.10	=	\$21,725.00
Granger Company @	\$1,400	X	1.10	=	\$1,540.00
			SUB TOTAL		\$23,265.00
MANAGEMENT RESERVE FUND					
Management Reserve			\$0.00	=	\$0.00
TOTAL				=	\$63,300.00

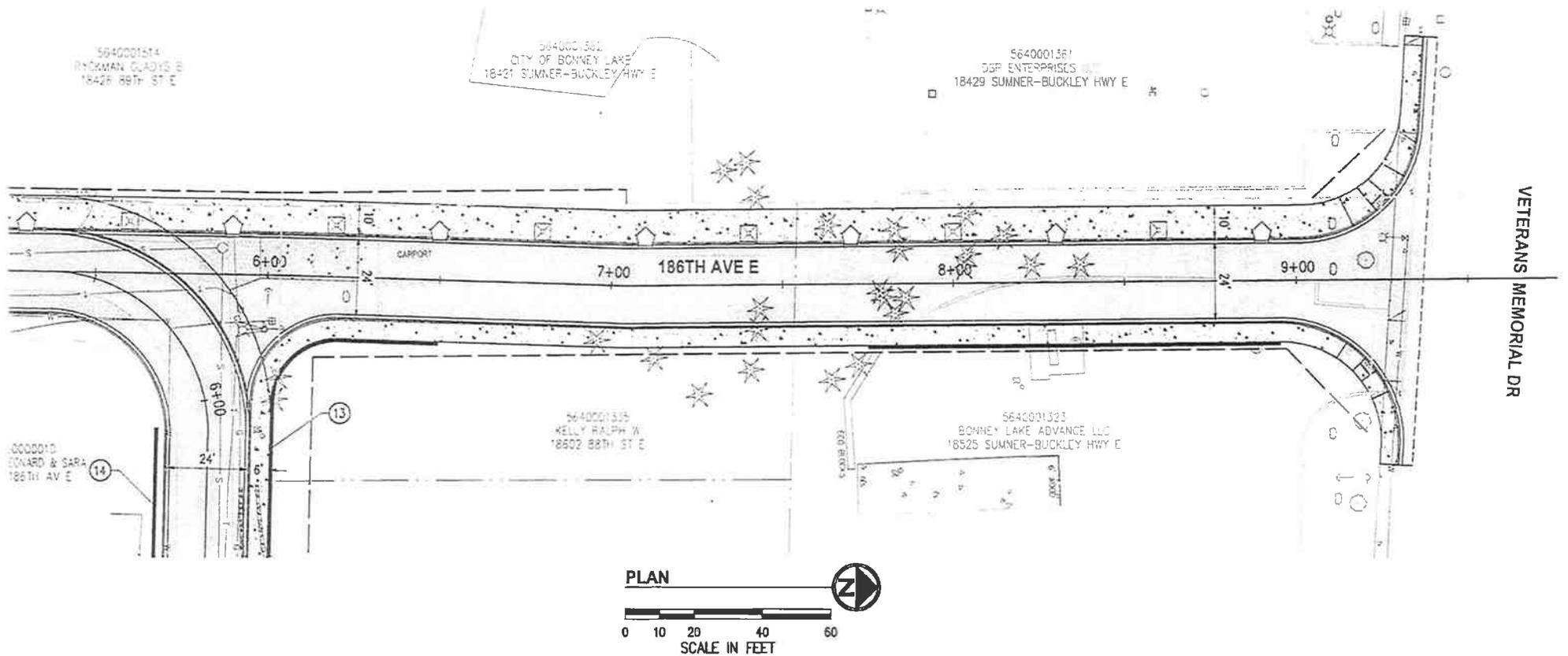
186TH CORRIDOR IMPROVEMENTS

RIGHT OF WAY PARCELS



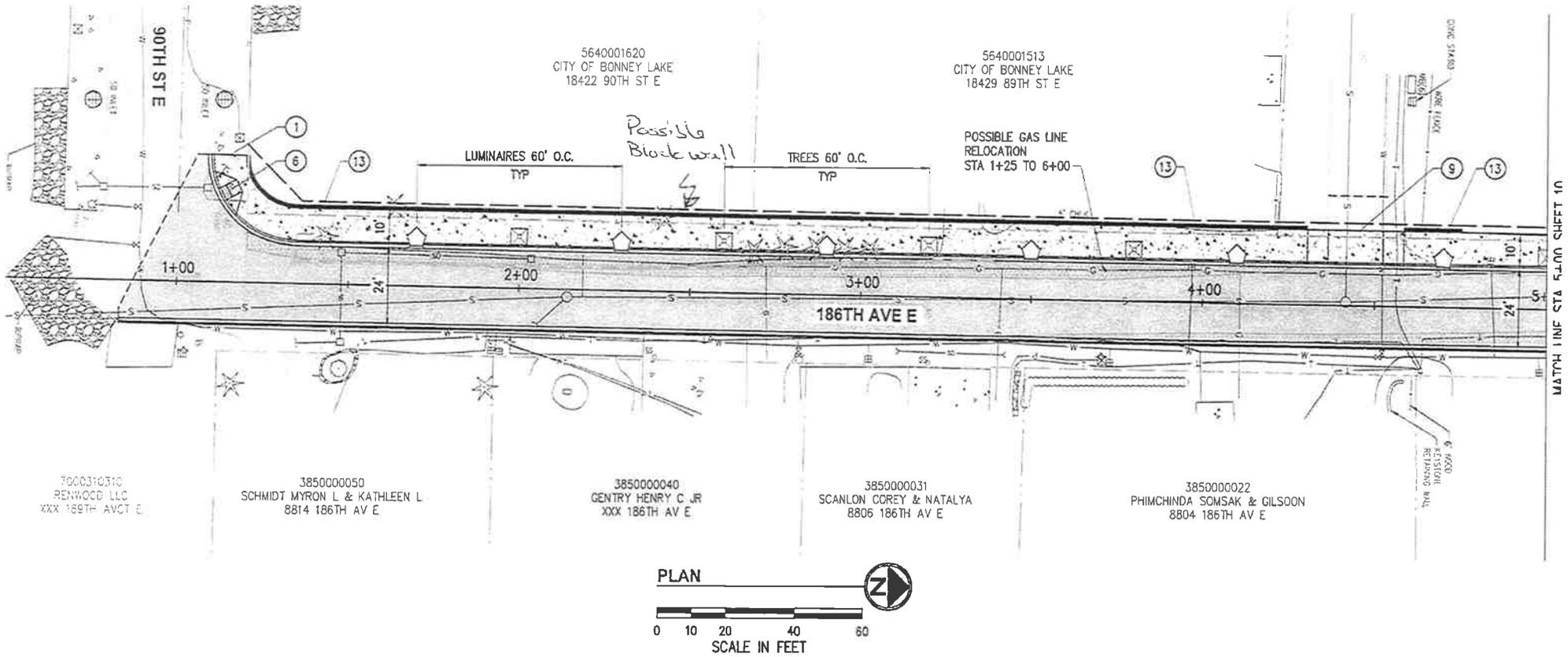
186TH CORRIDOR IMPROVEMENTS

RIGHT OF WAY PARCELS



186TH CORRIDOR IMPROVEMENTS

RIGHT OF WAY PARCELS



186TH CORRIDOR IMPROVEMENTS

RIGHT OF WAY PARCELS

