

# CITY COUNCIL MEETING

November 14, 2023  
6:00 P.M.



[www.ci.bonney-lake.wa.us](http://www.ci.bonney-lake.wa.us)

## AGENDA

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

The public is invited to attend Council Meetings and Workshops in person, via conference call or over the internet. The information for attending is provided below.

Council Meetings and Workshops attendance options:

In-Person: Bonney Lake Justice & Municipal Center at 9002 Main Street East in Bonney Lake

By phone: 408-740-7256 (Meeting ID: 215 767 540#)

By internet: Chrome- <https://bluejeans.com/215767540> **The City will be turning off all public cameras and microphones when attending online until the start of the citizen commenting section and will then turn them back off after the citizen commenting section is finished- Only staff and presenters will be visible and unmuted during the entire meeting.**

### I. CALL TO ORDER – Mayor Michael McCullough

- A. Pledge of Allegiance
- B. Roll Call: Mayor Michael McCullough, Deputy Mayor Terry Carter, Councilmember Angela Baldwin, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson.
- C. Agenda Modifications: None.
- D. Announcements, Appointments and Presentations: None.

### II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

#### A. Public Hearing:

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- 1. **AB23-119 – Ordinance D23-119** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The Mid-Biennial Budget Amendment For Budget Years 2023 And 2024.

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- 2. **AB23-120 – Ordinance D23-120** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting The Amount Of The Annual Ad Valorem Tax Levy Necessary For The Fiscal Year 2024 For The Purposes Set Forth Below.

#### B. Citizen Comments:

*Citizen comments can be made in-person, by phone or virtually during this portion of the meeting. We ask that you please sign up to comment virtually by emailing [clerk@cobl.us](mailto:clerk@cobl.us) or by phone at 253-862-8602 by 5:00 pm. Comments are limited to 5 minutes. During the meeting, mics and video will be enabled-you will need to personally turn them on-during this section only. All who comment will be asked to state their name and address for the meeting record.*

- C. Correspondence: None.

### III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee
- B. Community Development Committee
- C. Public Safety Committee
- D. Other Reports

### IV. CONSENT AGENDA:

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

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- A. **Approval of Corrected Minutes:** October 10, 2023, City Council Meeting, October 17, 2023, City Council Workshop, and October 24, 2023, City Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable check/vouchers #95644 to #95658, in the amount of \$2,325.05. Accounts Payable check/vouchers #95643, #95659 to #95725 and wire transfers #2023101001 and #2023101002, in the amount of \$1,825,647.35. **Voids:** Check #94258 – Duplicate payment – Not reissued. Check #94757 – Check not received – Reissued. Check #94923 – Check not received – Reissued. Check #'s 82764, 83010, 83069, 83137, 83150, 83163, 83173, 83241, 83312, 83331, 83336, 83337, 83341, 83370, 83381, 83499, 83591, 83678, 83681, 83698, 83718, 83720, 83757, 83759, 83791, 83818, 83828, 83892, 83900, 84241, 84243, 84253, 84275, 84284, 84291, 84302, 84310, 84312, 84323, 84566, 84573, 84585, 84596, 84598, 84600, 84609, 84755, 84843, 84927, 85026, 85053, 85062, 85071, 85262, 85282, 85286, 85303, 85330, 85339, 85414, 85416, 85454, 85485, 85655, 85699, 85704, 85707, 85712, 85714, 85720, 85723, 85742, 85744, 85749, 85753, 85755, 85793, 85796, 85862, 85903, 95904, 85912, 85922, 85923, 86009, 86017, 86032, 86054, 86057, 86061, 86077, 86078, 86099, 86127, 86149, 86195, 86197, 86204, 86219, 86335, 86350, 86363, 86517, 86534, 86558, 86566, 86656, 86659, 86664, 86668, 86680, 86901, 86954, 87206, 87209, 87247, 87249, 87251, 87406, 87412, 87424, 87528, 87537, 87558, 87561, 87765, 87772, 87787, 87865, 87876, 87939, 87947, 87965, 88202, 88208, 88209, 88221, 88411, 88414, 88542, 88560, 88653, 88784, 88786, 88798, 88800, 88801, 88809, 88902, 88905, 88907, 88909, 88979, 89015, 89123, 89176, - All unclaimed property sending to WA State Department of Revenue.
- C. **Approval of Payroll:** October 1 – 15, 2023 for checks #34882-34883. The amount of the checks was approved October 24, 2023, but these two check numbers were omitted in error. October 16 – 31, 2023 for checks #34884-34888 including Direct Deposits and Electronic Transfers totaling \$832,189.74. **Voids:** None.

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- D. **AB23-128 – Resolution 3178** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The 2024-2029 Six Year Transportation Improvement Program.

- Page 41 E. **AB23-145 – Resolution 3186** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of The Lift Station 20 Upgrade Project To McCann Construction Enterprises, Inc.
- Page 51 F. **AB23-147 – Resolution 3188** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of A Professional Services Contract To AKANA For Construction Management Services To Support The Lift Station 20 Upgrade Project.
- Page 75 G. **AB23-148 – Resolution 3189** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Mayor McCullough To Sign An Interagency Agreement With The Washington Traffic Safety Commission For Reimbursement For Various Traffic Emphasis Patrols.
- Page 93 H. **AB23-150 – Resolution 3191** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Purchase Of An Emergency Power Generator And Transfer Switch From Cummins Power Systems For The Public Safety Building Generator Improvements Project.
- Page 105 I. **AB23-121– Motion M23-121** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Canceling The December 19, 2023, Council Workshop And Community Development Committee Meeting and January 2, 2024, Council Workshop And Community Development Committee Meeting.

**V. FINANCE COMMITTEE ISSUES: None.**

**VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**

- Page 107 A. **AB23-142 – Resolution 3183** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Contract With Law Offices Of Alex Sidles, PLLC To Provide Hearing Examiner Services And Appointing Alex Sidles As The Bonney Lake Hearing Examiner.
- Page 121 B. **AB23-143 – Resolution 3184** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Amendment To The Contract With Olbrechts & Associates, PLLC Related To Hearing Examiner Services For Code Enforcement.

**VII. PUBLIC SAFETY COMMITTEE ISSUES: None.**

**VIII. FULL COUNCIL ISSUES: None.**

**IX. EXECUTIVE SESSION:**

*Pursuant to RCW 42.30.110 (i), To Discuss Potential Litigation With Legal Counsel.*

**X. DISCUSSION/ACTION: AB23-153 – Motion M23-153 – TBD**

1. Discussion.

2. Citizen Comments.

*Citizen comments can be made in-person, by phone or virtually during this portion of the meeting. Comments are limited to 5 minutes. Those planning to comment via phone or virtually will need to sign up prior to the meeting in order to comment. When signing up, please provide your name, your screen name, and phone number (for callers), either by email to [clerk@cobl.us](mailto:clerk@cobl.us) or by mail to Attn: City Clerk, 9002 Main Street East., Ste 300, Bonney Lake, WA 98391 or by phone at 253-862-8602, however, all must be received by 5:00 pm the day of the meeting. During the meeting, your microphone will be activated when your name is called, and you will be able to comment. Those physically appearing at the Council meeting to speak during citizen comments do not need to sign up but will be asked to state their name and address for the meeting record. With the ability of the public to address the Council via phone, virtually or in-person, the City Clerk's Office will no longer accept citizen comments to be read by staff into the record.*

3. Action.

**XI. ADJOURNMENT**

*For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as early as possible prior to the meeting regarding the type of service or equipment needed.*

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

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

<b>Department/Staff Contact:</b> Fin / Cherie Reiersen	<b>Meeting/Workshop Date:</b> November 14, 2023	<b>Agenda Bill Number:</b> AB23-119
<b>Agenda Item Type:</b> Public Hearing	<b>Ordinance/Resolution Number:</b> D23-119	<b>Sponsor:</b>

**Agenda Subject:** Biennial Budget Amendment 2023-2024.

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The Mid-Biennial Budget Amendment For Budget Years 2023 And 2024.

**Administrative Recommendation:** Approve.

**Background Summary:** Revised Code of Washington (RCW) 35A.34 provides procedures for adopting, managing and amending a biennial budget. Pursuant to this guidance, staff finds it necessary to make certain revisions to the 2023-2024 biennial budget that was adopted via Ordinance #1682. All requests are on Exhibit B with the request and explanation. Attached to the Ordinance are Exhibits A & B. The budget was previously adopted at fund level to include fund balances.

It is anticipated that expenditures for the general fund will exceed revenues by \$2,627,931 for the biennium with the adoption of the budget amendment. This means that the budget amendment will authorize spending an additional \$2,106,587 from the general fund ending balance.

There are also changes to the FTE chart - reduction of 1 Recreation Coordinator; reduction of 6.8 Before/After School Site Directors; addition of 1 limited term Court Case Manager and 2 limited term Public Services Parks employees. All of these were previously approved by Council. The Finance Committee reviewed and approved the proposed Public Services Department Staff Position Realignment (no change in the overall number of approved FTE's) at the October 24th meeting - reduce Permit Technician I/II by 1 and increase Code Enforcement Officer by 1 and reduce the Maintenance Electrician by 1 and increase Crew Lead by 1 to better support workflow efficiency in the Department.

**Attachments:** FTE chart; Exhibits A & B; Ordinance; Public Safety Building Consultant Services Decision Card.

**BUDGET INFORMATION**

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
<b>Budget Explanation:</b> See Exhibits.				<input checked="" type="checkbox"/> General
				<input checked="" type="checkbox"/> Utilities
				<input type="checkbox"/> Other

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	Finance Committee	<i>Approvals:</i>		<b>Yes</b>	<b>No</b>
	Date: 24 October 2023	Chair/Councilmember	Deputy Mayor Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Councilmember Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Councilmember Evans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Commission/Board Review:</b>					
<b>Hearing Examiner Review:</b>					

**COUNCIL ACTION**

Workshop Date(s):	11/21/2023	Public Hearing Date(s):	11/14/2023
Meeting Date(s):	11/14/2023 & 11/28/2023	Tabled to Date:	

**APPROVALS**

<b>Director:</b> Cherie Reiersen, CPA	<b>Mayor:</b> Michael McCullough	<b>Date Reviewed by City Attorney:</b> (if applicable)
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**ORDINANCE NO. D23-119**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADOPTING THE MID-BIENNIAL BUDGET AMENDMENT FOR BUDGET YEARS 2023 AND 2024.**

**WHEREAS**, the City Council approved Ordinance No. 1682 which adopted a biennial budget for fiscal years 2023-2024; and

**WHEREAS**, Ch. 35A.34 RCW provides procedures for adopting, managing, and amending a biennial budget;

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

**Section 1.** The biennial budget for the City of Bonney Lake for the period January 1, 2023, through December 31, 2024, as contained in the adopted 2023-2024 Biennial Budget for total revenues/sources and expenditures/uses as approved by the City Council, is hereby amended to include Total Revenues and Expenditures for each fund as shown on the attached Exhibit “A” 2023-2024 Biennium Budget Total including Fund Balance.

**Section 2.** The changes to biennial expenditures as shown on the attached Exhibit “B” are hereby adopted.

**Section 3.** The City Clerk is directed to transmit a certified copy of the City of Bonney Lake adopted 2023-2024 Mid-Biennial Budget Amendment (Ordinance No. 23-119 and Exhibits “A”, and “B”) to the Office of the State Auditor and to the Association of Washington Cities.

**Section 4.** This Ordinance shall be effective five (5) days after its publication as provided by law.

**ADOPTED** by the City Council of the City of Bonney Lake and attested by the City Clerk in authentication of such passage on this \_\_\_\_ day of November 2023.

**APPROVED** by the Mayor this \_\_\_\_ day of November 2023.

AUTHENTICATED:

\_\_\_\_\_  
Michael McCullough, Mayor

\_\_\_\_\_  
Sadie A. Schaneman, CMC, City Clerk

AB _____
Passed:
Valid:
Published:
Effective Date:
This Ordinance totals _____ page(s)

## EXHIBIT "A"

## 2023- 2024 BUDGET AMENDMENT

FUND	TITLE	REVENUES	EXPENDITURES
001	General Fund	62,578,043	62,578,043
120	Drug Investigation Fund	68,072	68,072
121	Fed Drug Inv Fund	111,947	111,947
125	Cumulative Res. Fund	4,109,446	4,109,446
126	Contingency Fund	1,220,878	1,220,878
130	Affordable Housing Fund	278,362	278,362
131	ARPA Fund	5,770,929	5,770,929
202	Debt Service	2,071,115	2,071,115
301	Street CIP	12,175,083	12,175,083
302	Parks CIP	4,286,104	4,286,104
303	PWC CIP	306,431	306,431
320	General Govt CIP Fund	2,880,826	2,880,826
401	Water Fund	35,285,896	35,285,896
402	Sewer Fund	41,943,469	41,943,469
415	Stormwater Fund	7,276,027	7,276,027
501	ERR Fund	<u>9,165,242</u>	<u>9,165,242</u>
	TOTAL	\$ 189,527,870	\$ 189,527,870

EXHIBIT B	2023	2024	2023/2024 Additional	Original	Budgeted	Total
GENERAL FUND (001)	Budget	Budget	request	23-24 Budget	Ending Fund	Request
LEGISLATIVE	188,075	188,075	200,000	376,150		576,150
MUNICIPAL COURT/ PROB.	1,134,684	1,129,363	288,208	2,264,047		2,552,255
EXECUTIVE & LEGAL	977,615	978,712	368,000	1,956,327		2,324,327
EMERGENCY MANAGEMENT	234,490	214,272		448,762		448,762
FINANCE	1,634,385	1,665,534		3,299,919		3,299,919
PROSECUTOR	564,352	579,736		1,144,088		1,144,088
INFORMATION SYSTEMS	651,525	675,630		1,327,155		1,327,155
ADMINISTRATIVE SERVICES	526,283	543,455		1,069,738		1,069,738
HUMAN RESOURCES	458,900	389,830	12,663	848,730		861,393
POLICE	9,299,156	9,211,081	1,322,000	18,510,237		19,832,237
ENGINEERING/PW ADMIN/STREET	1,731,420	1,714,445	53,205	3,445,865		3,499,070
SENIOR CENTER	553,939	568,870		1,122,809		1,122,809
COMMUNITY SERVICE	13,400	13,400		26,800		26,800
BEAUTIFICATION PROGRAM	28,700	28,700		57,400		57,400
COMMUNITY FOREST	52,345	53,960		106,305		106,305
COMMUNITY EVENTS	78,950	79,450		158,400		158,400
PLANNING & COMM. DEVELOP.	1,560,548	1,596,359	179,977	3,156,907		3,336,884
FACILITIES	853,062	877,699	32,500	1,730,761		1,763,261
RECREATION PROGRAM	1,426,917	1,547,966	(562,966)	2,974,883		2,411,917
PARK FACILITIES	634,366	655,511	213,000	1,289,877		1,502,877
NON DEPARTMENTAL	1,895,992	1,949,237		3,845,229		3,845,229
<b>TOTAL GENERAL FUND</b>	22,349,104	22,511,285	2,106,587		15,611,067	62,578,043
<b>Budgeted Revenue</b>	22,040,102	22,298,943				
<b>Department</b>	<b>Additional request justification</b>					
<b>Court</b>	Res 3175 Therapeutic Court Grant- 144K/yr					
<b>Legal</b>	Increased costs for Public Defender and City Attorney (2023 \$243K) (2024 \$125K)					
<b>Human Resources</b>	Res 3167 engagement survey					
<b>Police</b>	Jail costs increased (2023 \$689K, 2024 \$479K); 2022 vehicles rec'd 2023 (104k); Decision card \$50K					
<b>Streets</b>	Res 3179 (2023 \$46516); 2022 veh rec'd & pd 2023 \$6689					
<b>Planning &amp; CDD</b>	Res3152 HAPI \$55K, Res 3177 eng svcs (2023 12.8K); PS Cmte request for 75K (2024) abatement; Move \$125K 2023 to 2024 for comp Res3024 \$3207; Res 3073 \$33970 (both 2022 carryover)					
<b>Facilities</b>	Overlap on Transblue vs hiring staff 32.5K (2023)					
<b>Recreation</b>	Decrease revenue/expenses for reduced program (no Before/After) 2024					
<b>Park Facilities</b>	2 limited term FTE - ARPA \$200K(23/24) ; \$9K parking software (23); annual cost \$4K (24)					
<b>General Fund</b>	Negotiations \$200K- unk amt at this time					



	2023	2024		Original Budget	Budgeted	Total
FUND	Budget	Budget	Additional request	2023-2024	Ending Fund	Request
DRUG INV. FUND (120)	29,500	9,500		39,000	29,072	68,072
FED. DRUG INV FUND (121)					111,947	111,947
RESERVE FUND (125)					4,109,446	4,109,446
CONTINGENCY FUND (126)				-	1,220,878	1,220,878
AFFORD.HOUSING TAX(130)					278,362	278,362
ARPA FUND (131)	300,561	131,839	5,338,529	432,400		5,770,929
DEBT SERVICE FUND (202)	984,373	987,877		1,972,250	98,865	2,071,115
STREET CIP FUND (301)	2,550,000	3,816,000		6,366,000	5,809,083	12,175,083
PARKS CIP FUND (302)	2,496,605	-	280,000	2,496,605	1,509,499	4,286,104
PSC CIP FUND (303)	-	-	306,431	-		306,431
GEN GOVT CIP FUND (320)	544,853	120,000	630,500	664,853	1,585,473	2,880,826
WATER FUND (401)	12,806,941	19,240,222	9,500	32,047,163	3,229,233	35,285,896
SEWER FUND (402)	12,722,651	18,223,395	65,000	30,946,046	10,932,423	41,943,469
STORM FUND (415)	2,763,539	2,871,275	136,689	5,634,814	1,504,524	7,276,027
EQUIP REPL FUND (501)	2,899,108	1,528,848	170,516	4,427,956	4,566,770	9,165,242

Fund	Additional request justification
ARPA	Approved uses AB 23-69, AB23-84, AB23-91 (23/24)
Park CIP	Res 3130 PTO; Rollover AYP contracts & Fennel Crk (210K)
PSC CIP	Unspent money
Gen Govt CIP	Senior Center appropriation from the State
Water/Sewer	Res 3128 \$74.5K
Storm Fund	2022 veh rec'd & pd 2023 \$6689; \$130K grant
ERR Fund	Deductibles; Res 3179 (2023 \$46516); 2022 veh rec'd & pd 2023 \$104K

**\*Note this is a biennial budget. As such some of the planned expenditures for 2023 may not happen until 2024 for some of the projects. All to be approved by City Administrator and Chief Financial Officer**

City of Bonney Lake POSITION SUMMARY	Year	2017	2018	2019	2020	2021	2022	2023	2024
		Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Amended F.T.E.
<b>CITY COUNCIL</b>									
Councilmember (Part-Time)		7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
<b>TOTAL CITY COUNCIL</b>		<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>
<b>EXECUTIVE</b>									
Mayor (Part-Time)		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
City Administrator		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant/Management Analyst		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Specialist II		0.50	0.50						
Facilities, Special Events, and Projects Manager		1.00	1.00	1.00	1.00	1.00			
Recreation & Special Events Manager				1.00	1.00	1.00	1.00	1.00	1.00
Special Events Coordinator		1.00	1.00						
Recreation Supervisor		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator		1.00	3.00	3.00	3.00	3.00	3.00	3.00	2.00
Before/After School Site Director			7.00	6.80	7.65	6.80	6.80	6.80	
Facilities Maintenance Worker II		1.00	1.00	1.00	1.00	1.00	*moved to Public Services		
Emergency Management Manager							1.00	1.00	1.00
<b>TOTAL EXECUTIVE</b>		<b>8.50</b>	<b>17.50</b>	<b>16.80</b>	<b>17.65</b>	<b>16.80</b>	<b>15.80</b>	<b>15.80</b>	<b>8.00</b>
<b>LEGAL</b>									
Deputy City Attorney/Prosecutor		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prosecutor							1.00	1.00	1.00
Limited Term Legal Specialist							1.00	1.00	1.00
Administrative Specialist II/III		0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00
<b>TOTAL LEGAL</b>		<b>1.50</b>	<b>1.50</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>COURT</b>									
Municipal Judge		0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Court Administrator		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Bailiff						0.65			
Judicial Specialists I/II		4.00	4.00	4.00	4.00	4.00	4.50	4.50	4.50
Judicial Specialists III		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Limited Term Case Manager									1.00
Probation Officer		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
<b>TOTAL COURT</b>		<b>7.85</b>	<b>7.85</b>	<b>7.85</b>	<b>7.85</b>	<b>8.50</b>	<b>8.35</b>	<b>8.35</b>	<b>9.35</b>
<b>FINANCE</b>									
Chief Financial Officer		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Accountant		1.00	1.00	1.00	1.00	1.00			
Finance and Payroll Accountant							1.00	1.00	1.00
Accountant		1.00	1.00	1.00	1.00				
Accounting Specialist Cashier I/II		4.00	4.00	5.00	5.00	5.00	4.00	4.00	4.00
Accounting Specialist III		2.00	2.00	1.00	1.00	1.00	2.00	2.00	2.00
Customer Service Manager (Utility)							1.00	1.00	1.00
Financial Operations Supervisor		1.00	1.00	1.00	1.00	1.00			
<b>TOTAL FINANCE</b>		<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>

City of Bonney Lake  
POSITION SUMMARY

Year	2017	2018	2019	2020	2021	2022	2023	2024
	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Amended F.T.E.
<b>CITY CLERK &amp; ADMINISTRATIVE SERVICES</b>								
Administrative Services Director/IS Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
City Clerk						1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00			
Administrative Specialist I/II	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Records and Disclosure Specialist							1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Generalist			0.75	0.75	0.75	0.75	1.00	1.00
Information Services Manager	1.00	1.00	1.00	1.00	1.00	1.00		
PC/Network Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Center Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Cook	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Kitchen Asst			0.70	0.70	0.70	0.70	0.70	0.70
Kitchen Aide	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Limited term (grant) Senior Aide					0.75	0.75	0.75	
Dishwasher				0.38	0.38	0.38	0.38	0.38
Senior Center Aide/Van Driver	2.20	2.20	2.20	2.20	2.20	2.20	2.20	2.20
<b>TOTAL CITY CLERK &amp; ADMINISTRATIVE SERVICES</b>	<b>11.30</b>	<b>11.30</b>	<b>12.75</b>	<b>13.13</b>	<b>13.88</b>	<b>13.88</b>	<b>14.13</b>	<b>13.38</b>
<b>POLICE</b>								
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Police Chief	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Admin. Assistant			1.00	1.00	1.00	1.00	1.00	1.00
Department Assistant	1.00	1.00						
Records Clerk	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Police Sergeant	5.00	5.00	5.00	5.00	5.00	5.00	7.00	7.00
Patrol Officers	22.00	21.00	22.00	22.00	22.00	22.00	22.00	22.00
School Resource Officer	1.00	1.00		1.00	1.00	1.00	1.00	1.00
CJTC Officer					1.00			
Community Services Officer	3.00	4.00	2.50	2.50	2.50	3.00	3.00	3.00
Bailiff	0.40	0.40	0.45	0.45				
Child Passenger Safety Program Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
<b>TOTAL POLICE</b>	<b>39.40</b>	<b>39.40</b>	<b>37.95</b>	<b>38.95</b>	<b>39.50</b>	<b>39.00</b>	<b>41.00</b>	<b>41.00</b>

City of Bonney Lake  
POSITION SUMMARY

Year	2017	2018	2019	2020	2021	2022	2023	2024
	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Amended F.T.E.
<b>PUBLIC SERVICES</b>								
Department of Public Services Director	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
<b>Permit Center &amp; Admin. Support Team</b>								
Permit Center Lead	1.0	1.0						
Administrative Supervisor			1.0	1.0	1.0			
Permit Coordinator						1.0	1.0	1.0
Permit Technician I/II	1.0	1.0	1.0	2.0	2.0	2.0	2.0	1.0
Administrative Specialist III	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
GIS Assistant	1.0	1.0	1.0					
<b>Infrastructure Development Team</b>								
City Engineer	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Assistant City Engineer	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Development Review Engineer	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Project Manager	1.0	1.0						
Contract Administrator	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Construction Inspector	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
<b>Planning &amp; Building Service Team</b>								
Planning and Building Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Plans Examiner/BO	1.0	1.0	1.0	1.0	1.0			
Senior Building Inspector/Plans Examiner						1.0	1.0	1.0
Building Inspector I	1.0	1.0	1.0	2.0	2.0	1.0	1.0	1.0
Plans Examiner						1.0		
Associate Planner	1.0	1.0	2.0	1.0	1.0	1.0	1.0	1.0
Assistant Planner							1.0	1.0
Assistant Planner/Code Enforcement	1.0	1.0	1.0	1.0	1.0			
Code Enforcement						1.0	1.0	2.0
<b>Public Works Team</b>								
Superintendent of Public Works	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Administrative Supervisor			1.0	1.0	1.0	1.0	1.0	1.0
Administrative Specialist IV	1.0	1.0						
Administrative Specialist I/II	2.0	2.0	2.0	2.0	2.0	1.0	1.0	1.0
Administrative Specialist III						1.0	1.0	1.0
Public Works Operations Engineer	1.0	1.0						
Assistant City Engineer			1.0	1.0	1.0	1.0	1.0	1.0
GIS Analyst	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Electrician	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Assistant Superintendent of Public Works	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lead Worker	5.0	5.0	5.0	5.0	5.0	5.0	5.0	6.0
Facility Maintenance Worker III						1.0	1.0	1.0
Maintenance Worker III			5.0	7.0	7.0	7.0	8.0	8.0
Limited Term MWI/II - Parks	17.0	17.0						2.0
Maintenance Worker I/II	7.0	8.0	22.0	21.0	21.0	21.0	20.0	20.0
Meter Reader/Senior Meter Reader	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Custodian							2.0	2.0
Mechanic I/II	1.0	1.0	1.0	1.0	2.0	2.0	2.0	2.0
<b>Total Public Services Department</b>	<b>58.0</b>	<b>59.0</b>	<b>61.0</b>	<b>62.0</b>	<b>63.0</b>	<b>64.0</b>	<b>66.0</b>	<b>68.0</b>
<b>TOTAL STAFFING (excludes Councilmembers)</b>	<b>136.55</b>	<b>146.55</b>	<b>148.35</b>	<b>151.58</b>	<b>152.68</b>	<b>154.03</b>	<b>158.28</b>	<b>152.73</b>

**DECISION CARD**  
Fiscal Year 2023-2024

Fund Name: <b>General Fund</b>		Project Title: <b>Building Consultant Services</b>	
Department Name: <b>Police</b>			
Division Name: <b>Administration – Professional Svcs.</b>		Net Project Cost: <b>\$50,000 (2023)</b>	
Project Description/Project Justification			
East Pierce Fire and Rescue will be vacating the Public Safety Building in late 2023. The PSB is in need of significant upgrades due to the age of the building (carpet & HVAC specifically). In addition, the police department has doubled in size since the building was opened in 1993. Consultant services will be required to conduct an assessment of current space needs along with future space needs for the police department. Landscaping and maintenance is another area that will need updating. Utilizing a consultant to understand the needs will assist in determining a cost for the project and a plan to fund the program.			
Summary of Project Costs			
Line Item Cost Detail		Analysis of Net Project Costs:	
Description of Cost	Amount Required	Project Cost: <b>50,000</b>	
Consultant services	50,000	Less Revenues:	
		Less Charges to other Departments:	
		Net Project Costs (2023): <b>\$50,000</b>	
		Project Expected Recurring Annual Costs	
		Description of Cost	Amount Required
		Consultant Services	\$50,000
Total Project Cost	\$50,000	Total Recurring Annual Costs	\$0



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

<b>Department/Staff Contact:</b> Finance / Cherie Reiersen	<b>Meeting/Workshop Date:</b> November 14, 2023	<b>Agenda Bill Number:</b> AB23-120
<b>Agenda Item Type:</b> Public Hearing	<b>Ordinance/Resolution/ Motion Number:</b> D23-120	<b>Sponsor:</b>

**Agenda Subject:** Ad Valorem (Property Tax) Levy to be Collected in 2024.

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting The Amount Of The Annual Ad Valorem Tax Levy Necessary For The Fiscal Year 2024 For The Purposes Set Forth Below.

**Administrative Recommendation:** Approve.

**Background Summary:** Pursuant to Revised Code of WA (RCW) 84.52.020 the Mayor of the City of Bonney Lake must certify to the Pierce County Assessor-Treasurer and the Pierce County Council that the Bonney Lake City Council requests the following levy amounts be collected in year 2024.

The regular levy limit is \$3,600,086 which consists of the lawful regular tax levy multiplied by the 1% limit factor plus the current years assessed value of new construction and improvements and re-levy and refunds. The following are key details to the 2024 proposed levy: (a) the tax levy rate for 2023 per \$1,000 property value was \$0.72755 (rounded); the proposed rate for 2024 is \$0.738941 (rounded). (b) The total City assessed value for 2024 is \$4,861,503,511. (c) The total tax levy in 2023 was \$3,536,303; (d) the total increase to the levy is \$33,060.

**Attachments: Ordinance D23-120**

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other
<b>Budget Explanation:</b> Adopt Annual Ad Valorem Property Tax To Be Collected In 2024.				

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

COUNCIL ACTION			
Workshop Date(s):	11/21/2023	Public Hearing Date(s):	11/14/2023
Meeting Date(s):	11/14/2023 & 11/28/2023	Tabled to Date:	

APPROVALS		
<b>Director:</b> Cherie Reiersen, CPA	<b>Mayor:</b> Michael McCullough	<b>Date Reviewed by City Attorney:</b> (if applicable)

**ORDINANCE NO. D23-120**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, SETTING THE AMOUNT OF THE ANNUAL AD VALOREM TAX LEVY NECESSARY FOR THE FISCAL YEAR 2024 FOR THE PURPOSES SET FORTH BELOW.**

**WHEREAS**, the City Council of the City of Bonney Lake is meeting and discussing the biennial budget for the fiscal years 2023 and 2024; and

**WHEREAS**, the City Council held a public hearing on November 14, 2023, to discuss the feasibility of an increase in property tax revenues for collection in year 2024; and

**WHEREAS**, the City Council of the City of Bonney Lake after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Bonney Lake requires a regular levy in the amount of \$3,600,085, which includes an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interest.

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

**SECTION 1:** The City Council of the City of Bonney Lake, Washington, does hereby resolve the city's actual levy amount from the previous year was \$3,536,303; and, the population is more than 10,000; and now therefore, that an increase in the regular property tax levy is authorized for the levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$33,059.96 which is a percentage increase of 1.01% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

**SECTION 2:** That the taxes to be collected from the levies hereby fixed and made, together with the estimated revenues from sources other than taxation, which constitutes the appropriation of the City of Bonney Lake for the fiscal year 2024, are hereby approved.

**SECTION 3:** A certified copy of this Ordinance and original Ad Valorem Levy Certification shall be transmitted on or before November 30<sup>th</sup> of the year preceding the year in which the levy amounts are to be collected to the Pierce County Assessor-Treasurer (Attn: Levy Department; 2401 S. 35<sup>th</sup> St. Rm. 142; Tacoma, WA 98409); and,



the Pierce County Council (Attn: Clerk, Rm. 1046; County City Building; 930 Tacoma Ave. S.; Tacoma, WA 98402); and, any other governmental office as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BONNEY LAKE** and approved by the Mayor this \_\_\_\_ day of November 2023.

\_\_\_\_\_  
Michael McCullough, Mayor

AUTHENTICATED:

\_\_\_\_\_  
Sadie A. Schaneman, CMC, City Clerk

AB ____ Passed: Valid: Published: Effective Date: This Ordinance totals ____ page(s)
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## CITY COUNCIL MEETING

October 10, 2023  
6:00 P.M.  
MINUTES



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**Location:** The physical location of the Council Meeting was at the Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington. The public was also given the option to call in or attend virtually the Council Meeting.

Audio starts at:  
06:00:00

**I. CALL TO ORDER** – Mayor Michael McCullough, called the meeting to order at 6:00 p.m.

- A. Pledge of Allegiance: Mayor McCullough led the audience in the Pledge of Allegiance.
- B. Roll Call: City Clerk Sadie Schaneman called the roll. In addition to Mayor McCullough, elected officials attending were, Councilmember Angela Baldwin, Councilmember Justin Evans, Councilmember J. Kelly McClimans, Councilmember Dan Swatman and Councilmember Tom Watson. Deputy Mayor Terry Carter was in virtual attendance. Councilmember Gwendolyn Fullerton was not in attendance.

**Councilmember Watson moved to excuse the absence of Councilmember Fullerton. Councilmember Evans seconded the motion.**

**Motion approved 6-0.**

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Mark Berry, Administrative Services Director Chuck McEwen, Public Services Director Ryan Johnstone, Deputy City Attorney/Prosecutor Dena Burke, City Clerk Sadie Schaneman and Records and Disclosure Coordinator Kandice Besaw.

Staff members in virtual attendance using the City's BlueJeans conference line were Judge Joanna Daniels and City Attorney Jennifer Robertson.

- C. Agenda Modifications: None.

- D. Announcements, Appointments and Presentations:

1. **Proclamation**: First Responders Appreciation Proclamation.

Mayor McCullough read the proclamation making October 23 to October 29, 2023, First Responders Appreciation week in the City of Bonney Lake.

Audio starts at:  
06:02:00

Councilmember Watson shared that each year the lions club show their appreciation and support to the Police Department, Fire Department and Sub Stations by bringing gifts, baked goods, and posters from the schools.

2. **Proclamation:** Domestic Violence Awareness Month.

Mayor McCullough read the proclamation making the month of October Domestic Violence Awareness month in the City of Bonney Lake.

3. **Presentation:** Exodus Housing Presentation for Domestic Violence Awareness Month.

Tonya Tunnel-Thornhill Executive Director and Lina Abulaban Family Service Specialist spoke about the Rapid Rehousing Program for survivors of Domestic Violence.

Council asked questions and shared their thoughts including:

- Difference between shelter and rapid rehousing
- What is the outreach and how would someone acquire their services.

## II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearing: None.

B. Citizen Comments: *For efficient use of city resources, comments will be a short summary and not verbatim. Video recordings will be uploaded to the city's YouTube channel and an audio recording to the state digital archives for review of all the comments.*

Mayor McCullough announced that citizen commentary is roughly about city business only, that we are not here to attack or criticize any individuals and if that happens, microphones will be cutoff.

Erin Musky - Bonney Lake Public Library: Gave an update on the events that took place over the summer, spoke about the upcoming programs and how they are working with city planning to offer informational sessions.

Dan Decker, 20401 70th St E, Bonney Lake: Spoke about chronic liars establishing credibility and trust. He also mentioned fluoride in the city drinking water.

C. Correspondence: None.

## III. COUNCIL COMMITTEE REPORTS:

Audio starts at:  
6:15:00

Audio starts at:  
6:25:26

- A. Finance Committee: Deputy Mayor Carter reported the Finance Committee did not meet and is expected to have their next meeting virtually at 5:00 p.m. on October 24th, 2023.
- B. Community Development Committee: Councilmember Swatman reported the Community Development Committee met in person and virtually on October 3, 2023. The Committee discussed and forwarded AB23-128, to a future meeting, discussed transportation and approved their minutes.
- C. Public Safety Committee: Councilmember Evans reported the Public Safety Committee met in person and virtually today at 3:30 p.m. The Committee received an update from the Police Department and East Pierce Fire Department. Received a monthly report from the Emergency Manager as well as the Prosecutor. Had a presentation on Domestic Violence and received a report from Code Enforcement. The Committee discussed and forwarded AB23-139 to tonight's consent agenda, conversed about the derelict home off 192nd, city guardrails and approved their minutes.
- D. Other Reports:

#### IV. **CONSENT AGENDA:**

- A. **Approval of Corrected Minutes:** None.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:**  
Accounts Payable check/vouchers #95503 to #95523 in the amount of \$5,165.05.  
Accounts Payable check/vouchers #95524 to #95594 and wire transfer #35636755, in the amount of \$608,946.82. **Voids:** Check #94579 – Check not received – Reissued.
- C. **Approval of Payroll:** September 16 – 30, 2023 for checks #34868-34879 including Direct Deposits and Electronic Transfers totaling \$894,688.60. **Voids:** None.
- D. **AB23-139 – Resolution 3182** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Two City Of Bonney Lake Staff To Attend The International Association Of Emergency Managers 71<sup>st</sup> Annual Conference In Long Beach, CA on November 3-9, 2023.
- E. **AB23-136 – Motion M23-136** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Washington State Department Of Health Drinking Water State Revolving Fund Loan Contract Number #DWL28228-0 For Design And Construction Of The Lakeridge 810 Reservoir.

**Councilmember Watson moved to approve the Consent Agenda as modified.  
Council Member Evans seconded the motion.**

**Consent Agenda approved 6 - 0.**

**V. FINANCE COMMITTEE ISSUES:** None.

**VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:** None.

**VII. PUBLIC SAFETY COMMITTEE ISSUES:** None.

**VIII. FULL COUNCIL ISSUES:** None.

**IX. EXECUTIVE/CLOSED SESSION:** None.

**X. ADJOURNMENT:**

**At 6:30 p.m. the Meeting was adjourned by Mayor McCullough with the common consent of the City Council.**

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Sadie A. Schaneman, CMC, City Clerk

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Michael McCullough, Mayor

Items presented to Council at the October 10, 2023, Meeting for the record: None.

*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 WORKSHOP

October 17, 2023  
6:00 P.M.

### MINUTES



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

Audio starts at:  
06:00:00

#### **I. CALL TO ORDER:** Deputy Mayor Carter

A. Pledge of Allegiance

**II. ROLL CALL:** City Clerk Sadie Schaneman called the roll. In addition to Deputy Mayor Terry Carter, elected officials attending were Councilmember Angela Baldwin, Councilmember Justin Evans, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson. Mayor Michael McCullough and Councilmember Gwendolyn Fullerton were not in attendance.

**Councilmember McClimans moved to excuse the absence of Councilmember Evans and Councilmember Fullerton. Councilmember Watson seconded the motion.**

**Motion approved 5-0.**

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Mark Berry, Public Services Director Ryan Johnstone, Planning and Building Supervisor Jason Sullivan, Customer Service Manager Stephanie Tonellato, City Clerk Sadie Schaneman, Records and Disclosure Coordinator Kandice Besaw, and City Attorney Jennifer Peterson

Staff member in virtual attendance using the City's BlueJeans conference line was Interim Recreation Supervisor Alex Latham.

#### **III. AGENDA ITEMS:**

Audio starts at:  
06:01:11

##### **A. Presentation:** MRAC Update

*Scott Nall and Doug Clevenger of MRAC*

Scott Nall gave a presentation about the Reed property. He touched on the history, status and potential of the property, along with their plans of moving forward.

Council asked questions and shared their thoughts including:

- What sponsors have been approached.
- Participants vs. Parking occupancy.
- Time frame for development.
- Bringing in local revenue.

Audio starts at:  
06:36:04

**B. Council Open Discussion:**

*Councilmember McClimans:*

Reed Property: Councilmember McClimans shared his personal history with sports and importance of it for the youth. He expressed that he would like to see where this project could go.

*Councilmember Baldwin:*

Citizen Commentary: Councilmember Baldwin shared that she is not in agreeance of placing barriers on public comments and what the public is allowed to say. Councilmembers all agreed that the public should be allowed to speak freely on any subject that they wish and that being a Councilmember means listening to the public and being aware that being a Councilmember is never “turned” off.

*Councilmember Watson:*

Communities for Families Coalition: Councilmember Watson shared that he attended the Communities for Families Coalition Meeting on October 5, 2023. The main topics were mental health and the Community Summit.

Homecoming Parade: Councilmember Watson said he, Councilmember Evans and Mayor McCullough were present for the parade and would like to see more of these events in Bonney Lake.

Timber Ridge Animal Hospital: Councilmember Watson shared that he attended the re-grand opening for their new location. There was a large turnout and it is nice to see businesses are staying in the city as they grow.

*Councilmember McClimans:*

Taxation: Councilmember McClimans expressed that he feels the council and city should charge back taxes to the city that is charging Bonney Lake taxes for services provided to out of city residents. Customer Service Manager Stephanie Tonellato shared that the city can notify those effected once Council approves charging back the taxes.

Audio starts at:  
06:55:41

**C. Review Of Council Minutes:** September 12, 2023, City Council Meeting, September 19, 2023, City Council Workshop and September 26, 2023, City Council Meeting.

The draft minutes were forwarded with one correction to the October 24, 2023, meeting for approval.

Audio starts at:  
06:55:56

**D. Discussion:** Council Retreat Date.

The council agreed that on Saturday March 2, 2024, they would hold their yearly council retreat.



**IV. EXECUTIVE/CLOSED SESSION:** None.

**V. ADJOURNMENT**

**At 6:59 p.m. the Meeting was adjourned by Deputy Mayor Carter with the common consent of the City Council.**

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Sadie A. Schaneman, CMC, City Clerk

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Terry Carter, Deputy Mayor

Items presented to Council at the October 17, 2023, Workshop: None

*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

October 24, 2023  
6:00 P.M.  
MINUTES



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**Location:** The physical location of the Council Meeting was at the Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington. The public was also given the option to call in or attend virtually the Council Meeting.

Audio starts at:  
06:00:00

**I. CALL TO ORDER** – Mayor Michael McCullough, called the meeting to order at 6:00 p.m.

- A. Pledge of Allegiance: Mayor McCullough led the audience in the Pledge of Allegiance.
- B. Roll Call: City Clerk Sadie Schaneman called the roll. In addition to Mayor McCullough, elected officials attending were Deputy Mayor Terry Carter, Councilmember Angela Baldwin, Councilmember Justin Evans, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson. Councilmember Gwendolyn Fullerton was in virtual attendance.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Mark Berry, Administrative Services Director Chuck McEwen, Public Services Director Ryan Johnstone, Customer Service Manager Stephanie Tonellato, Human Resource Manager Brian Sandler, Emergency Manager Raejean Kreel, City Clerk Sadie Schaneman, Records and Disclosure Coordinator Kandice Besaw, and City Attorney Jennifer Robertson.

There were no staff members in virtual attendance.

C. Agenda Modifications: None.

D. Announcements, Appointments and Presentations:

**1. Presentation:** CEMP Update

*Emergency Manager Raejean Kreel*

Emergency Manager Raejean Kreel introduced Pat Donovan, Lead Planner of the East Pierce Interlocal Coalition, who went over the Updated Comprehensive Emergency Management Plan.

Council asked questions and shared their thoughts including:

- Coordination established with South Sound 911.
- Gaps in the radio systems.

Audio starts at:  
6:15:00

## II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

### A. Public Hearing: AB23-128 Resolution - Transportation Improvement Plan.

Mayor McCullough opened the public hearing at 6:22 p.m. He invited anyone interested in addressing the council on the topic of the hearing to come forward. No one came forward to address the council. Mayor McCullough closed the public hearing at 6:23 p.m.

### B. Citizen Comments: *For efficient use of city resources, comments will be a short summary and not verbatim. Video recordings will be uploaded to the city's YouTube channel and an audio recording to the state digital archives for review of all the comments.*

Jessica Taylor, 32335 44th Place SW, Federal Way: Spoke about the Bonney Lake Historical Society and asked for support as well as welcomed all to become a member of the society.

Ron Walker, 10407 174th Ave E., Bonney Lake: Spoke about the Bonney Lake Historical Society and asked that the council consider incorporating the society into the city.

Chris Leier, 204916 Island Drive, Lake Tapps: Spoke about Beautify Bonney Lake. He thanked the city staff and councilmembers for participating and acknowledged Councilmembers Evans and Watson for all their support and for always participating each year.

Dan Decker, 20401 70th St E, Bonney Lake: Spoke on the rights of citizens to speak at council meetings and presented Federal Supreme Court and State Court rulings in favor of speaking at council meetings.

### C. Correspondence: None.

## III. COUNCIL COMMITTEE REPORTS:

### A. Finance Committee: Deputy Mayor Carter reported the Finance Committee met in person and virtually today at 5:00 p.m. The Committee went thru personnel updates; discussed and forwarded AB23-119 to a future meeting. Discussed Public Services department staff position realignments, the City Attorney position and approved their minutes.

### B. Community Development Committee: Councilmember Swatman reported the Community Development Committee did not meet and is expected to have their next meeting in person and virtually at 3:30 p.m. on November 7, 2023.

### C. Public Safety Committee: Councilmember Evans reported the Public Safety Committee did not meet and is expected to have their next meeting in person and virtually at 3:30 p.m. on November 14, 2023.

### D. Other Reports:

Audio starts at:  
6:36:07

**IV. CONSENT AGENDA:**

- A. **Approval of Corrected Minutes:** September 12, 2023, City Council Meeting, September 19, 2023, City Council Workshop, and September 26, 2023, City Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:**  
Accounts Payable check/vouchers #95595 to #95642 and wire transfers #2023100301, and #2023100501, in the amount of \$333,881.41. Accounts Payable wire transfer #2023101701, in the amount of \$28,978.54. Accounts Payable wire transfers #2023090501, #2023091402, #2023100659, and #2023101101, in the amount of \$80,569.34. **Voids:** Check #95487 – Wrong vendor – Reissued. Check #95421 – Wrong vendor – Reissued. Check #95394 – Check not received – Reissued.
- C. **Approval of Payroll:** October 1 – 15, 2023 for checks #34880-34881 including Direct Deposits and Electronic Transfers totaling \$727,055.61. **Voids:** None.
- D. **AB23-140 – Motion M23-140** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Charging Our Auburn Customers The 11.5% Auburn City Utility Tax.

**Councilmember Watson moved to approve the Consent Agenda. Council Member Evans seconded the motion.**

**Consent Agenda approved 7 - 0.**

**V. FINANCE COMMITTEE ISSUES:** None.

**VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:** None.

**VII. PUBLIC SAFETY COMMITTEE ISSUES:** None.

**VIII. FULL COUNCIL ISSUES:** None.

**IX. CLOSED SESSION:**

Mayor McCullough announced the City Council will meet in Closed Session pursuant to RCW 42.30.140(4)(a) to discuss a collective Bargaining agreement. He stated the session will last for 20 minutes and there will be no Council action following the session.

Due to no action being taken on the matter, Mayor McCullough announced the Council Meeting would now be adjourned.

The Closed Session started at 6:38 p.m. and concluded at 6:58 p.m.

**X. ADJOURNMENT:**

**At 6:36 p.m. the Meeting was adjourned by Mayor McCullough with the common consent of the City Council.**

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Sadie A. Schaneman, CMC, City Clerk

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Michael McCullough, Mayor

Items presented to Council at the October 24, 2023, Meeting for the record: None.

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

<b>Department/Staff Contact:</b> PS / Doug Budzynski	<b>Meeting/Workshop Date:</b> November 14, 2023	<b>Agenda Bill Number:</b> AB23-128
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 3178	<b>Sponsor:</b>

**Agenda Subject:** Adopting The Six Year Transportation Improvement Program (2024-2029).

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The 2024-2029 Six Year Transportation Improvement Program.

**Administrative Recommendation:** Approve.

**Background Summary:** The City Council conducted a Public Hearing on October 24, 2023 for the 6 Year Transportation Program. RCW 35.77.010 requires an annual public hearing for updates to the local 6 Year Transportation Improvement Program (TIP) in order to be eligible for most grant funding.

**Attachments:** Resolution 3178, 2024-2029 Six Year Transportation Improvement Program, Public Hearing Notice.

**BUDGET INFORMATION**

<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>	<b>Fund Source</b>
\$	\$	\$	\$	<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	Community Development	<b>Approvals:</b>	<b>Yes</b>	<b>No</b>
	Date: 3 October 2023	Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Kelly McClimmans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):	11/7/2023	Public Hearing Date(s):	10/24/2023
Meeting Date(s):	11/14/2023	Tabled to Date:	

**APPROVALS**

<b>Director:</b> Ryan Johnstone	<b>Mayor:</b> Michael McCullough.	<b>Date Reviewed by City Attorney:</b> (if applicable)
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**RESOLUTION NO. 3178**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADOPTING THE 2024-2029 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM.**

**WHEREAS**, City officials are directed by RCW 35.77.010 to adopt a Six Year Transportation Improvement Program; and

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

**WHEREAS**, a public hearing was held on October 24, 2023, with subsequent City Council discussion and direction; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:**

Adopts the Six-Year Transportation Improvement Program for the years 2024-2029 to be approved as a guide for the improvement of the streets of the City of Bonney Lake.

**Passed** by the City Council this 14<sup>th</sup> day of November 2023.

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Michael McCullough, Mayor

AUTHENTICATED:

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Sadie A. Schaneman, CMC, City Clerk



# CITY OF BONNEY LAKE

## Six Year Transportation Improvement Program (2024-2029)

### Project categories

#### **Category A – Intersection Improvements (\$10,600,000)**

Traffic signalization and channelization improvements at intersections. Category A improvements may be funded by Transportation Impact Fees (TIF), Real-estate Excise Taxes (REET), Gas Taxes, WSDOT, federal or state grants, loans, bonds, developer mitigation, and/or Operating Revenue (COR) funds.

#### **Category B - Roadway Major Improvements (\$13,020,000)**

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

The project phases are as follows:

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

#### **Category C - Road Reconstruction, Overlay, Chip Seal, Sidewalk (\$8,512,427)**

Roadway maintenance and/or reconstruction of existing pavement with minor drainage, shoulder improvements, signing and channelization, and new sidewalks. Category C projects may be funded by state/federal grant or loan funds, state-shared gas taxes, City operating revenues, developer contributions, SEPA mitigation, and in some cases traffic impact fees.

#### **Category D - Transportation Studies (\$125,000)**

Transportation or traffic studies include traffic modeling, comprehensive and subarea transportation planning. Category D projects may be funded by state/federal grant or loan funds, City operating revenues, developer contributions, or SEPA mitigation.

#### **Category E - Trail Projects (\$10,000,000)**

Non-motorized transportation facilities including walking trails, bicycle routes, and sidewalk facilities to enhance pedestrian and bicycle safety and mobility. Category E improvements may be funded by Park Impact Fees (PIF), Real-estate Excise Taxes (REET), federal or state

grants/loans, bonds, developer mitigation, current operating revenues (COR), and in some cases traffic impact fees.

## Six Year Transportation Improvement Program

This is the current list of transportation improvements intended to satisfy the requirements of RCW 35.77. It is not necessarily an exclusive list of transportation-related projects contemplated by the City. Other transportation projects may be identified in additional planning or operating documents of the City, including the City's Comprehensive Plan (community mobility element), long range financial planning model, and adopted budgets of the City. Current revenues are available for very few projects on the list.

### **Category "A" – Intersection Improvements**

<b>No.</b>	<b>Project description</b>	<b>Funding Source</b>	<b>Estimated Cost</b>
<b>A - 1</b>	SR 410 at 214th Ave	Dev/TIF/Reet/Grant	\$ 5,500,000
<b>A - 2</b>	Veterans Memorial Drive at Angeline Rd E (New RAB, additional turn lanes, sidewalk connection to Locust Avenue with project B-1.)	Dev/TIF/REET/Grant	\$ 1,200,000
<b>A - 3</b>	Church Lake Rd at West Tapps HWY E (New signal and additional turn lanes.)	Dev/TIF/REET/Grant	\$ 2,100,000
<b>A - 4</b>	SR 410 at 192 <sup>nd</sup> Ave. Phase 1-A (New signal arm and additional turn lanes on South side of intersection. Walmart entrance off 192 <sup>nd</sup> Ave. will be removed. Regrade 192 <sup>nd</sup> .)	Dev/TIF/Grant/Grant	\$1,800,000
<b>Category "A" Total</b>			<b><u>\$ 10,600,000</u></b>

## Six Year Transportation Improvement Program

### Category "B" Roadway Major Improvements

<b>No.</b>	<b>Project description</b>	<b>Funding Sources</b>	<b>Estimated Cost</b>
<b>B – 1</b>	Veterans Memorial Drive at Angeline Rd E (Additional turn lanes, sidewalk connection to Locust Ave., retaining walls, guardrails – with project A-2)	Dev/TIF/REET	\$ 4,370,000
<b>B – 2</b>	198 <sup>th</sup> Ave E from SB Hwy to SR 410 (Realign to SR 410, add bike lanes, sidewalk, and Stormwater elements.)	Dev/TIF/REET	\$2,000,000
<b>B – 3</b>	221 <sup>st</sup> Avenue – North Side – Eastown	COR/REET/Dev	\$1,600,000
<b>B – 4</b>	226 <sup>th</sup> Avenue – North Side – Eastown	COR/REET/Dev	\$500,000
<b>B – 5</b>	225 <sup>th</sup> Avenue – South Side - Eastown	COR/REET/Dev	\$400,000
<b>B – 6</b>	225 <sup>th</sup> Ave. Ct. – South Side - Eastown	COR/REET/Dev	\$1,750,000
<b>B – 7</b>	229 <sup>th</sup> /230 <sup>th</sup> Ave. – North Side – Eastown	COR/REET/Dev	\$1,000,000
<b>B – 8</b>	Entwhistle Road – South Side - Eastown	COR/REET/Dev	\$1,700,000
<b>B – 9</b>	Northern Frontage Rd (97 <sup>th</sup> St.) – Eastown	COR/REET/Dev	\$500,000
<b>B – 10</b>	Southern Frontage Rd (101 <sup>st</sup> St.) - Eastown	COR/REET/Dev	\$1,000,000

### **Category “B” Total**

**\$13,020,000**

**Note:** North Side and South Side indicates which side of SR 410 the road section is located on.

## Six Year Transportation Improvement Program

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

<b>Year</b>	<b>Project description</b>	<b>Funding Source</b>	<b>Estimated Cost</b>
<b>2024</b>			
	Street Reconstruction Program	COR/Gas Tax/REET	\$400,000
	Street Overlay Program	COR/Gas Tax/REET	\$136,000
	Street Chip Seal Program	COR/Gas Tax/REET	\$280,000
	Sidewalk Improvements	COR/Gas Tax/REET	\$250,000
	ADA Improvements	COR/Gas Tax/REET	\$250,000
<b>2025</b>			
	Street Reconstruction Program	COR/Gas Tax/REET	\$100,000
	Street Overlay Program	COR/Gas Tax/REET	\$140,080
	Street Chip Seal Program	COR/Gas Tax/REET	\$288,400
	Sidewalk Improvements	COR/Grant/REET	\$257,500
	ADA Improvements	COR/Gas Tax/REET	\$257,500
<b>2026</b>			
	Street Reconstruction Program	COR/Gas Tax/REET	\$424,360
	Street Overlay Program	COR/Gas Tax/REET	\$144,282
	Street Chip Seal Program	COR/Gas Tax/REET	\$297,052
	Sidewalk Improvements	COR/Grant/REET	\$265,225
	ADA Improvements	COR/Gas Tax/REET	\$265,225
<b>2027</b>			
	Street Reconstruction Program	COR/Gas Tax/REET	\$115,000
	Street Overlay Program	COR/Gas Tax/REET	\$148,611
	Street Chip Seal Program	COR/Gas Tax/REET	\$305,964
	Sidewalk Improvements	COR/Gas Tax/REET	\$273,182
	ADA Improvements	COR/Gas Tax/REET	\$276,182
<b>2028</b>			
	Street Reconstruction Program	COR/Gas Tax/REET	\$450,204
	Street Overlay Program	COR/Gas Tax/REET	\$153,069
	Street Chip Seal Program	COR/Gas Tax/REET	\$315,142
	Sidewalk Improvements	COR/Gas Tax/REET	\$281,377
	ADA Improvements	COR/Gas Tax/REET	\$281,377
<b>2029</b>			
	Street Reconstruction Program	COR/Gas Tax/REET	\$125,000
	Street Overlay Program	COR/Gas Tax/REET	\$157,661
	Street Chip Seal Program	COR/Gas Tax/REET	\$324,597
	Sidewalk Improvements	COR/Gas Tax/REET	\$289,819
	ADA Improvements	COR/Gas Tax/REET	\$289,819
<b>Category "C" Total</b>			<b><u>\$8,512,427</u></b>

## Six Year Transportation Improvement Program

### Category "D" Transportation Studies

<b>Year</b>	<b>Project description</b>	<b>Funding Source</b>	<b>Estimated Cost</b>
<b>2028</b>	Update Mobility Plan (Update City wide demographics, traffic counts, and Traffic Model)	Grant/COR	\$125,000
<b>Category "D" Total</b>			<b><u>\$125,000</u></b>

### Category "E" Multimodal Projects

<b>No.</b>	<b>Project description</b>	<b>Funding Source</b>	<b>Estimated Cost</b>
<b>Park and Trail Projects</b>			
<b>E-1</b>	S-B Hwy to Church Lake Rd (3A)	PIF/REET/Grant	\$6,000,000
<b>E-2</b>	Church Lake Rd to Allan Yorke Pk (3B)	PIF/REET/Grant	\$4,000,000
<b>Category "E" Total</b>			<b><u>\$10,000,000</u></b>

<b>TOTAL PROGRAM COST</b>	<b><u>\$42,257,427</u></b>
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# Classified Proof

Client	3100013000 - City of Bonney Lake- LEGAL ADS	Phone	(253) 862-8602		
Address	9002 Main St E, Suite 300	E-Mail	besawk@ci.bonney-lake.wa.us		
	Bonney Lake, WA, 98391	Fax			
Order#	985270	Requested By	KANDICE BESAW	Order Price	\$103.40
Classification	3030 - Legal Notices	PO #	NOPH	Tax 1	\$0.00
Start Date	10/11/2023	Created By	8280	Tax 2	\$0.00
End Date	10/18/2023	Creation Date	10/03/2023, 03:46:16 pm	Total Net	\$103.40
Run Dates	2			Payment	\$0.00
Publication(s)	Enumclaw Courier Herald				
Sales Rep	9470 - Jennifer Tribbett	Phone	(360) 802-8212		
		E-Mail	jtribbett@courierherald.com		
		Fax			

**CITY OF  
BONNEY LAKE  
NOTICE OF PUBLIC  
HEARING**

NOTICE IS HEREBY GIVEN that the City of Bonney Lake council will convene a Public Hearing at 6:00 PM on Tuesday, October 24, 2023, or soon thereafter, in the City Council Chambers at the Bonney Lake Justice and Municipal Building, 9002 Main Street E., Bonney Lake, Washington to hear testimony regarding the proposed Six (6) Year Transportation Improvement Program for the City of Bonney Lake.

All persons who desire to give testimony regarding the proposed program should appear before the Council and present their testimony at said hearing. A copy of the proposed plan is available from City Engineer Doug Budzynski. Interested persons may appear and present their testimony at the hearing, or written comments may be submitted to the City Engineer, 21719 96th Street E., Buckley, WA 98321 or emailed to [budzynskid@cobl.us](mailto:budzynskid@cobl.us), no later than 5:00 PM, on Tuesday, October 24, 2023.  
# 985270  
10/11/23, 10/18/23



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

<b>Department/Staff Contact:</b> Public Services / Ken Gill	<b>Meeting/Workshop Date:</b> November 14, 2023	<b>Agenda Bill Number:</b> AB23-145
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution/Motion Number:</b> 3186	<b>Sponsor:</b>

**Agenda Subject:** Lift Station 20 Upgrade Project.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of The Lift Station 20 Upgrade Project To McCann Construction Enterprises, Inc.

**Administrative Recommendation:** Award Contract To McCann Construction Enterprises, Inc.

**Background Summary:** Sewer Lift Station 20 serves the single family residences in Springhaven, Stone Creek and Mountain Creek plats. Sewer Lift station 20 was constructed in 2003 and the wet well coating is at the end of its design life. This project will temporarily bypass the lift station and replace the wet well and valve vault coatings. Concrete repair will be performed on the interior of the the wet well. Groundwater infiltration into the wet well and valve vaults will be plugged with a exterior grout curtain and crack sealing. Staff budgeted funding in 2023 to replace wet well coatings and contracted with Parametrix to prepare plans and specifications for bidding. Four bids were opened on October 25, 2023 that ranged from \$541,669 (Ceccanti) to \$419,658 (McCann Construction Enterprises, Inc). Staff recommend McCann Construction Enterprises, Inc as the responsible low bidder after checking references and debarment verification with the Department of Revenue as described in our procurement policy.

**Attachments:** Resolution 3186, Contract, Bid Tabulation, CIP Funds, Cover Sheet Bid Plans.

**BUDGET INFORMATION**

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$340,000	323,890	\$461,625	(137,735)	<input type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other

**Budget Explanation:** To fully fund the project, staff propose to use the funding (\$250,000) budgeted in 2023 for the Sewer Comprehensive Plan Update. BARS # 402.117.035.594.35.63.05

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	Community Development	<b>Approvals:</b>	<b>Yes</b>	<b>No</b>
	Date: 7 November 2023	Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember J.Kelly McClimans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 11/14/2023	Tabled to Date:

**APPROVALS**

<b>Director:</b> Ryan Johnstone	<b>Mayor:</b> Michael McCullough	<b>Date Reviewed by City Attorney:</b> (if applicable)
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**RESOLUTION NO. 3186**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE AWARD OF THE  
LIFT STATION 20 UPGRADE PROJECT TO MCCANN CONSTRUCTION  
ENTERPRISES, INC.**

**WHEREAS**, in 2023 the City Council budgeted \$340,000 to perform maintenance at Sewer Lift Station 20 as described in the General Sewer Plan prepared by RH2 Engineering; and

**WHEREAS**, staff contracted with Parametrix to prepare plans and specifications for bid through Resolution 3027 in 2022 the amount of \$39,560 and \$323,890 is available for construction in the 2023/2024 budget; and

**WHEREAS**, the City has complied with all applicable bidding laws for this contract; and

**WHEREAS**, the City opened four bids on October 25, 2023 and the low bidder was determined to be McCann Construction Enterprises, Inc. in the corrected amount of \$419,659 which includes sales tax; and

**WHEREAS**, the City has budgeted \$250,000 in 2023 for updating the Sewer Comprehensive Plan and this project can be pushed forward 2 to 3 years as the Department of Ecology does not have a firm update cycle and these sewer utility funds can be used to perform maintenance needed at Sewer Lift Station 20; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Authorization of Contract.** The Mayor is authorized to sign the attached contract with McCann Enterprises, Inc. for the Sewer Lift Station Upgrade project in the amount of \$419,659.

**Section 2. Contingency Authorized.** Ten percent (10%) of the contract award is authorized for Construction Contingency (\$41,966). The sum amount of the contract award amount and construction contingency is the total project construction budget (\$461,625).

**Section 3. Implementation Authorized.** The Mayor is hereby authorized to take the actions necessary to implement this contract.

**Passed** by the City Council this 14<sup>th</sup> day of November 2023.

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Michael McCullough, Mayor

AUTHENTICATED:

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Sadie A. Schaneman, CMC, City Clerk

## CONTRACT

THIS CONTRACT, is made and entered into this 30 day of October, 2023 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "Owner" and McCann Construction Enterprises, Inc., hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform the work, services and/or tasks set forth in this Agreement; and

WHEREAS the Owner has heretofore caused to be prepared certain plans and specifications described as the Lift Station 20 Upgrade Project and the Contractor did on the 25 day of October, 2023, file with the Owner a proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the proposal; and

WHEREAS, the said Contract Documents fully and accurately described the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

IT IS THEREFORE AGREED, first, the Contractor shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in the plans and specifications described as Lift Station 20 Upgrade Project. It is agreed that a copy of said General Conditions and other Contract Documents filed with the Owner, as aforesaid, do, in all particulars, become a part of this Agreement by and between the parties hereto in all matters and things therein set forth and described;

AND FURTHER, that the Owner and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF BONNEY LAKE

CONTRACTOR

Matthew

Digitally signed by  
Matthew Wagester  
Date: 2023.11.01 10:10:46  
-07'00'

Wagester

By:

Michael McCullough, Mayor

Title: Vice President

Date: 11/14/2023

Date: 11-01-2023

Lift Station 20 Upgrade Project

BID TABULATION

Date: October 25, 2023												
			2		3		4		Apparent Low Bidder			
Bid No.	Units	SCHEDULE OF PRICES Description	Qty	Engineers Estimate Unit Price Total	Midway Underground Unit Price Total	Northwest Cascade Unit Price Total	CECCANTI Unit Price Total	McCann Construction Unit Price Total				
1		Minor Change	1	\$ 25,000.00 \$ 25,000.00	\$ 25,000.00 \$ 25,000.00	\$ 25,000.00 \$ 25,000.00	\$ 25,000.00 \$ 25,000.00	\$ 25,000.00 \$ 25,000.00				
2	LS	Mobilization	1	\$ 35,000.00 \$ 35,000.00	\$ 42,000.00 \$ 42,000.00	\$ 45,000.00 \$ 45,000.00	\$ 40,000.00 \$ 40,000.00	\$ 38,000.00 \$ 38,000.00				
3	LS	Demolition and Salvage	1	\$ 12,500.00 \$ 12,500.00	\$ 33,950.00 \$ 33,950.00	\$ 15,500.00 \$ 15,500.00	\$ 20,000.00 \$ 20,000.00	\$ 25,000.00 \$ 25,000.00				
4	LS	Bypass Pumping	1	\$ 73,300.00 \$ 73,300.00	\$ 87,850.00 \$ 87,850.00	\$ 126,000.00 \$ 126,000.00	\$ 60,000.00 \$ 60,000.00	\$ 35,000.00 \$ 35,000.00				
5	SF	Clean Wet Well and Valve Vault Surfaces	930	\$ 15.00 \$ 13,950.00	\$ 5.40 \$ 5,022.00	\$ 6.20 \$ 5,766.00	\$ 2.50 \$ 2,325.00	\$ 6.00 \$ 5,580.00				
6	SF	Remove and Dispose of Existing Wet Well And Valve Vault Coating	930	\$ 25.00 \$ 23,250.00	\$ 40.00 \$ 37,200.00	\$ 45.00 \$ 41,850.00	\$ 25.00 \$ 23,250.00	\$ 48.00 \$ 44,640.00				
7	LF	Pressure Injection Grouting of Leakage Areas- Crack Seal	30	\$ 120.00 \$ 3,600.00	\$ 50.00 \$ 1,500.00	\$ 57.00 \$ 1,710.00	\$ 30.00 \$ 900.00	\$ 60.00 \$ 1,800.00				
8	SF	Pressure Injection Grouting of Leakage Areas- Curtain Wall	300	\$ 20.00 \$ 6,000.00	\$ 5.00 \$ 1,500.00	\$ 5.75 \$ 1,725.00	\$ 8.00 \$ 2,400.00	\$ 6.00 \$ 1,800.00				
9	SF	Concrete Repair-1/2 Inch Deep or Less	660	\$ 11.00 \$ 7,260.00	\$ 19.50 \$ 12,870.00	\$ 22.00 \$ 14,520.00	\$ 20.00 \$ 13,200.00	\$ 23.00 \$ 15,180.00				
10	SF	Concrete Repair-Greater than 1/2 Inch Deep	40	\$ 90.00 \$ 3,600.00	\$ 100.00 \$ 4,000.00	\$ 145.00 \$ 5,800.00	\$ 35.00 \$ 1,400.00	\$ 119.00 \$ 4,760.00				
11	SF	Metal Surface Preparation in Wet Well and Valve Vault	5	\$ 250.00 \$ 1,250.00	\$ 1,600.00 \$ 8,000.00	\$ 1,815.00 \$ 9,075.00	\$ 1,800.00 \$ 9,000.00	\$ 1,900.00 \$ 9,500.00				
12	SF	Apply Concrete Coating in Wet Well and Valve Vault	930	\$ 60.00 \$ 55,800.00	\$ 36.00 \$ 33,480.00	\$ 41.00 \$ 38,130.00	\$ 40.00 \$ 37,200.00	\$ 43.00 \$ 39,990.00				
13	SF	Apply Metal Concrete Coating in Wet Well and Valve Vault	5	\$ 150.00 \$ 750.00	\$ 1,250.00 \$ 6,250.00	\$ 1,420.00 \$ 7,100.00	\$ 1,400.00 \$ 7,000.00	\$ 1,400.00 \$ 7,000.00				
14	LS	All Other Work Not Specified in Other Other Bid Items	1	\$ 100,000.00 \$ 100,000.00	\$ 118,840.00 \$ 118,840.00	\$ 115,000.00 \$ 115,000.00	\$ 250,000.00 \$ 250,000.00	\$ 126,500.00 \$ 126,500.00				
15	LS	Startup, Testing, and As Builts	1	\$ 6,500.00 \$ 6,500.00	\$ 9,270.00 \$ 9,270.00	\$ 4,000.00 \$ 4,000.00	\$ 3,000.00 \$ 3,000.00	\$ 3,500.00 \$ 3,500.00				
				Construction Cost: .....	\$ 367,760.00	\$ 426,732.00	\$ 456,176.00	\$ 494,675.00				
				WSST @ 9.5%.....	\$34,937.20	\$40,539.54	\$43,336.72	\$46,994.13				
				Total Cost - Including WSST.....	\$ 402,697.20	\$ 467,271.54	\$ 499,512.72	\$ 541,669.13				

# CITY OF BONNEY LAKE

## LIFT STATION 20 UPGRADE

### BONNEY LAKE, WASHINGTON

APPROVED

BY \_\_\_\_\_

CITY OF BONNEY LAKE  
CITY ENGINEER, PE

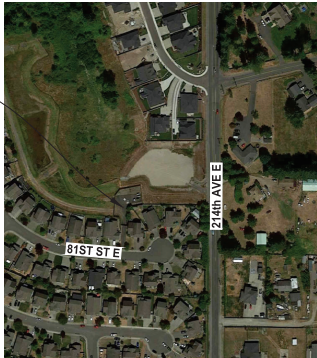
DATE \_\_\_\_\_

Please meet current  
Development Policies and  
Public Works Design Standards.



Know what's below.  
Call before you dig.

PROJECT LOCATION



**LOCATION MAP**  
SITE ADDRESS:  
21000 81ST ST E  
BONNEY LAKE, WA

DRAWING INDEX		
DWG NO.	SHEET NO.	DRAWING TITLE
1	G1	COVER SHEET, VICINITY MAP, AND DRAWING INDEX
2	G2	LEGEND, ABBREVIATIONS AND NOTES
3	C1	SITE PLAN AND PARTIAL BYPASS PUMPING PLAN
4	C2	PARTIAL BYPASS PUMPING PLAN
5	M1	WET WELL IMPROVEMENTS AND DETAILS

REVISIONS	DATE	BY	DESIGNED
			M. MOLLNOW
			DRAWN
			M. MOLLNOW
			CHECKED
			J. WRIGHT
			APPROVED

ONE INCH AT FULL SCALE,  
OR HOW SCALES ACCORDINGLY

PROJECT NO.  
20-1112-001

DATE  
JUNE 16, 2023



**Parametrix**  
SUSTAINING PLANNING ENVIRONMENTAL SCIENCES

100 10TH AVENUE SE, SUITE 200 • PORTLAND, OR 97203  
P 503.601.6000  
WWW.PARAMETRIX.COM

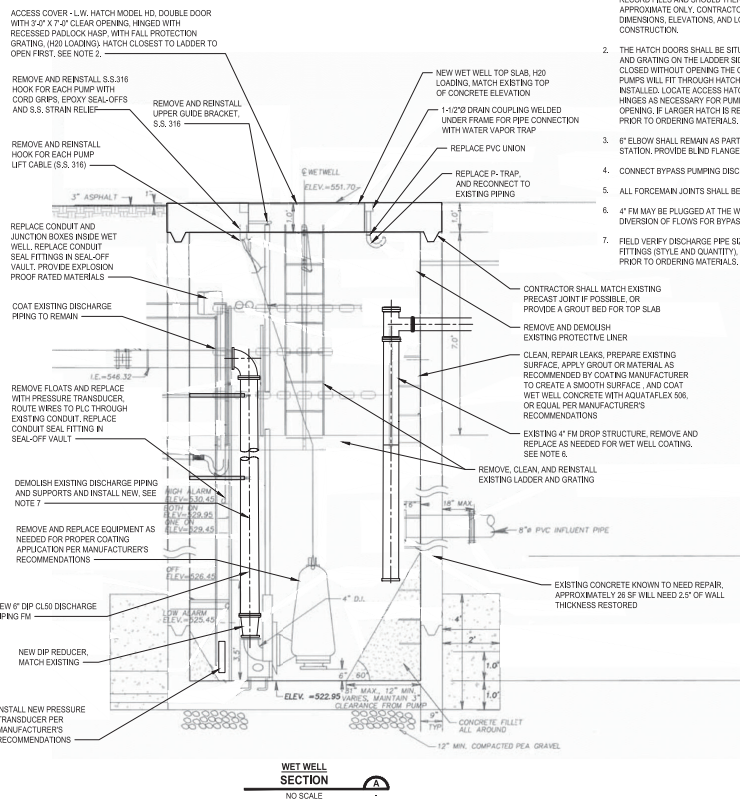
PROJECT NAME

CITY OF BONNEY LAKE  
LIFT STATION 20 UPGRADE  
BONNEY LAKE, WA

COVER SHEET, VICINITY MAP,  
AND DRAWING INDEX

DRAWING NO.  
1 OF 5

G1



1. THE LOCATIONS OF ALL EXISTING EQUIPMENT AND MATERIALS SHOWN HAVE BEEN OBTAINED FROM CITY OF BOONEE LAKE RECORD FILES AND SHALL THEREFORE BE CONSIDERED APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY DIMENSIONS, ELEVATIONS, AND LOCATIONS PRIOR TO CONSTRUCTION.
2. THE HATCH DOORS SHALL BE SITUATED SO THAT THE DOOR AND GRATING ON THE LADDER SIDE CAN BE OPENED AND CLOSED WITHOUT THE NEED FOR A LOCKED VERIFICATION PUMPS WILL FIT THROUGH HATCH WITH SAFETY GRATING INSTALLED. LOCATE ACCESS HATCHES AND SAFETY GRATING NEAR NECESSARY FLOW POINTS TO BE PULLED THROUGH OPENING. IF LARGER HATCH IS REQUIRED, NOTIFY ENGINEER PRIOR TO ORDERING MATERIALS.
3. IF EMBOW SHALL REMAIN AS PART OF THE PERMANENT STATION, PROVIDE BLIND FLANGE AFTER BYPASS PUMPING.
4. CONNECT BYPASS PUMPING DISCHARGE PIPE TO E' BLOW.
5. ALL FORCE MAIN JOINTS SHALL BE RESTRAINED.
6. IF FM MAY BE PLUGGED AT THE WET WELL FOR TEMPORARY DIVERSION OF FLOWS FOR BYPASS PUMPING.
7. FIELD VERIFY DISCHARGE PIPE SIZE, DIMENSIONS, JOINT TYPE, FITTINGS, AND QUALITY OF ALL SUPPORT LOCATIONS PRIOR TO ORDERING MATERIALS.

DESIGNED T. TADANO	DATE	BY	ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY.
DRAWN M. MOLLNOW			PLOT NAME PS611112-M01
CHECKED J. WRIGHT			JOB NO. 216-1611-112
APPROVED			DATE JUNE 2023



PROJECT NAME  
CITY OF BONNEY LAKE  
LIFT STATION 20 UPGRADE  
BONNEY LAKE, WA

## WET WELL IMPROVEMENTS AND DETAILS

DRAWING NO.  
5 OF 5

M1

**STREET CIP**

<b>Program</b>	<b>2023</b>	<b>2024</b>
Sidewalk	250,000	250,000
Safe Routes to School 190 <sup>th</sup> Ave E Phase 1 Sidewalk	600,000	2,000,000*
Street reconstruction	100,000	400,000
Chip seal	275,000	280,000
Roadway overlay maintenance	451,000	136,000
Church Lake Guardrail (decision card)	14,000	
Mobility Plan Update	160,000	
S. Prairie C Curb	200,000	
Angeline Dr & Veteran's Memorial Intersection	250,000	250,000
Church Lake Rd at West Tapps		250,000
ADA improvements	250,000	250,000

\*Safe Route grant

**PARK CIP**

<b>Program</b>	<b>2023</b>	<b>2024</b>
AYP Improvements	280,000	
Master Plan (Parks, Trails & Open Space)	450,000	

\*Decision cards for Field 4 and Midtown/Victor Falls

**GENERAL GOVT CIP**

<b>Program</b>	<b>2023</b>	<b>2024</b>
PSB Chiller (ARPA funding)	175,000	

\*Decision cards for duct cleaning, painting, roof repair, demo and elevator door replacement

**WATER CIP**

<b>Program</b>	<b>2023</b>	<b>2024</b>
Lakeridge 810 Zone Reservoir	425,000	7,200,000
SCADA improvements	50,000	59,808
Tacoma Point removal	200,000	
Cedar View Water Main replacement	300,000	1,750,000
Grainger Springs pumphouse upgrades	1,920,000	
Hydroxide Tanks-Grainger Springs		455,000
Victor Falls Metering Improvements		131,577
Unilateral Flushing Program		59,808

\*Decision cards for laptops, control valve program, confined space supplies, cross connection database, meter replacement, SCADA fixes, modular move, plotter

**SEWER CIP**

<b>Program</b>	<b>2023</b>	<b>2024</b>
Sewer Plan update	250,000	
Cedarview Dry Line install	300,000	1,750,000
Upgrade Sewer Trunk Line at SR410	200,000	750,000
WWTP Biosolids upgrade	55,000	330,000
WWTP upgrades	140,000	146,000
LS17	580,000	3,560,000
LS 17 Bubbler System		100,000
I/II Reduction	300,000	2,164,811
LS20 Wetwell Restoration	340,000	
SCADA Upgrade Contract	172,000	
Force Main design for Mountain Crk		200,000

\*Decision cards for portable generator; bioxide; bubbler assessment

**STORMWATER CIP**

<b>Program</b>	<b>2023</b>	<b>2024</b>
NPDES	25,000	25,000
Swale retrofit program	300,000	338,400
Conveyance improvements at 211 <sup>th</sup>	73,080	
Lake Tapps Sub-basin retrofit	145,040	
200 <sup>th</sup> Ave Ct E Culvert	97,440	
Kelly Lake Rd and 214 <sup>th</sup>		67,200
Inlet Island		254,475
Fennel Crk Stream Gauge		23,690

\*Decision cards for NPDES Action Plan; Ptarmigan Ridge overflow



## **ER&R Fund**

<u>Asset #</u>	<u>Dept</u>	<u>Item</u>	<u>2023</u>	<u>2024</u>
RS213	Water	F250 4x4, Supercab, Cab Guard, Toolbox, Go Light	33,923	
EQ146	Stormwater	Olympic Tilt Trailer 12K	21,285	
RS646	Stormwater	Commercial Super Slope Mower, mower with battery, rops and seat belt, canopy, light kit, rotary beacon	80,157	
EQ399	Street/Storm	72" Skid Steer Brush Cutter	17,460	
RS693	Streets	John Deere 6110M 2022 Mower 4WD Cab	131, 805	
EQ393	Streets	22' Foot Rear Cradle Boom	36,406	
EQ397	Streets	50" HD Boom Flail	14,377	
EQ398	Streets	Rear Cradle Boom Mower	7,354	
EQ527	Multiple	Electric Forklift	79,518	
EQ395	Multiple	Material Handling Arm – Loader	10,593	
PD1201	Police	Ford Interceptor Hybrid, AWD, Pursuit Rated, SUV	77,644	
PD1203	Police	Ford Interceptor Hybrid, AWD, Pursuit Rated, SUV	77,644	
PD1303	Police	Ford F150 AWD Police Responder\	81,760	
PD1407	Police	Ford Interceptor Hybrid, AWD, Pursuit Rated, SUV	77,644	
PD1703	Police	Ford F150 AWD Police Responder	81,760	
PD1004	Police	Boat Trailer	12,000	
EQ329	Streets	Pavement Grinder/Cold Planer		41,738
RS573	Multiple	Compactor/Drum Roller		81,943
PD1305	Police	Ford F150 AWD Police Responder		85,180
PD1514	Police	Ford F150 AWD Police Resp.		85,180
PD1601	Police	Ford Interceptor Hybrid, AWD, Pursuit Rated, SUV		81,526
PD1701	Police	Ford F150 AWD Police Responder		85,180

\*Please note that replacement vehicles have some money set aside in ER&R Fund. Not all are covered at 100% however which causes the individual fund to pick up the balance.

Rollover from 2021-2022 Budget to 2023–2024 Budget. These items were not available for purchase at the original time of request due to Covid 19. They have also increased in price since the original budget of 2022.

<u>Asset #</u>	<u>Dept</u>	<u>Item</u>		<u>2022</u>
RS218	Sewer	Ford F550, 4WD, C&C, Ext Cab, Traction Tires, Snowplow Prep Package, LiteReader Message Board		118,759
RS216	Street/Storm	F600, Ext Cab, 4x4, dump, pull tarp, lighting		100,140
EQ616	Street/Storm	SnowDogg V-Plow		13,875
EQ617	Street/Storm	Sander / Salt Spreader		12,288
RS388	Multiple	T880 Chassis dump body, hydraulic package, chipper canopy, camera system		361,876
EQ688	Multiple	Plow, hitch & stationary		38,988
EQ689	Multiple	Sander, Auger, Sander Stand & Prewet System		66,931

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

<b>Department/Staff Contact:</b> Public Services / Ken Gill	<b>Meeting/Workshop Date:</b> November 14, 2023	<b>Agenda Bill Number:</b> AB23-147
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution/Motion Number:</b> 3188	<b>Sponsor:</b>

**Agenda Subject:** Lift Station 20 Upgrade Project.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of A Professional Services Contract To AKANA For Construction Management Services To Support The Lift Station 20 Upgrade Project.

**Administrative Recommendation:** Award Professional Services Contract To AKANA.

**Background Summary:** Sewer Lift station 20 was constructed in 2003 and the wetwell coating is at the end of its design life. This project scope includes: (1) temporarily bypass the lift station, (2) replacement the wet well/valve vault coatings, (3) concrete repair of the the wet well and (4) installation of a grout curtain and crack sealing to reduce groundwater infiltration. All of these tasks require inspection, pay estimate preparation and review of submittals. AKANA is a full-service construction management firm led by Jeff Faunce. Jeff has extensive experience recoating sewer wet wells on similar previous projects for the City of Fife and Sumner. Jeff graduated from Washington State University and is a registered professional engineer in Washington, Oregon and Idaho.

**Attachments:** Resolution 3188, PSA Contract, Scope Of Work.

**BUDGET INFORMATION**

<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>	<b>Fund Source</b>
\$340,000	(\$137,735)	\$110,000	(\$247,735)	<input type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other

**Budget Explanation:** To Fully Fund The Project, Staff Propose To Use The Funding (\$250,000) Budgeted In 2023 For The Sewer Comprehensive Plan Update. BARS # 402.117.035.594.35.63.05

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	Community Development	<i>Approvals:</i>	<b>Yes</b>	<b>No</b>
	Date: 7 November 2023	Chair/Councilmember	Dan Swatman	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Tom Watson	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	J.Kelly McClimans	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Commission/Board Review:</b>				
<b>Hearing Examiner Review:</b>				

**COUNCIL ACTION**

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 11/14/2023	Tabled to Date:

**APPROVALS**

<b>Director:</b> <i>Ryan Johnstone</i>	<b>Mayor:</b> <i>Michael McCullough</i>	<b>Date Reviewed by City Attorney:</b> (if applicable)
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**RESOLUTION NO. 3188**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE AWARD OF A  
PROFESSIONAL SERVICES CONTRACT TO AKANA FOR CONSTRUCTION  
MANAGEMENT SERVICES TO SUPPORT THE LIFT STATION 20 UPGRADE  
PROJECT.**

**WHEREAS**, the City opened four bids on October 25, 2023 and the low bidder was determined to be McCann Construction Enterprises, Inc. in the corrected amount of \$419,659 which includes sales tax; and

**WHEREAS**, RESOLUTION 3186 awarded the construction contract to McCann Construction Enterprises, Inc.; and

**WHEREAS**, recoating a sewer wet well requires construction management services with a firm familiar with this specialized type of work; and

**WHEREAS**, AKANA is a construction management firm that has provided construction management services for similar type work and has provided a scope and fee for \$100,000; and

**WHEREAS**, the City has budgeted \$250,000 in 2023 for updating the Sewer Comprehensive Plan and this project can be pushed forward 2 to 3 years as the Department of Ecology does not have a firm update cycle and these sewer utility funds can be used to perform maintenance needed at Sewer Lift Station 20; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Authorization of Contract.** The Mayor is authorized to sign the attached professional services contract with AKANA for construction management services to support staff with the Sewer Lift Station Upgrade project in the amount of \$100,000.

**Section 2. Contingency Authorized.** Ten percent (10%) of the scope and budget is authorized for construction management contingency (\$10,000). The sum amount of the professional services contract and construction management contingency is the total project construction budget (\$110,000).

**Section 3. Implementation Authorized.** The Mayor is hereby authorized to take the actions necessary to implement this contract.

**Passed** by the City Council this 14<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Michael McCullough, Mayor

AUTHENTICATED:

\_\_\_\_\_  
Sadie A. Schaneman, CMC, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF BONNEY LAKE AND AKANA**

**THIS PROFESSIONAL SERVICES AGREEMENT** is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and AKANA, organized under the laws of the State of Washington, located and doing business at 50-116 Ave SE, Suite 211, Bellevue Washington 98004 (hereinafter the “**Consultant**”).

**RECITALS:**

**WHEREAS**, the City desires to have Construction Management Services performed; and

**WHEREAS**, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

**NOW, THEREFORE**, in consideration of the mutual benefits and conditions set forth below, the Parties agree as follows:

**AGREEMENT:**

**1.     Scope of Services to be Performed by Consultant.**

The Consultant shall perform those services described on Exhibit “A,” which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

**2.     Compensation and Method of Payment.**

The City shall pay the Consultant for services rendered a sum not to exceed One Hundred Ten Thousand Dollars (\$110,000) for the work set forth in Exhibit “A”. The City shall pay the Consultant as invoices are submitted, provided that the Consultant is making steady progress on the work and meeting its deadlines. Such installments shall be paid within 30 days of submittal with the final installment being paid after delivery of project files. The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

**3.     Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date the last Party executes this Agreement and ending upon project completion unless sooner terminated under the provisions of this Agreement or extended by mutual agreement of the Parties. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

**4. Ownership and Use of Documents.**

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

**5. Independent Consultant.** The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

**6. Indemnification.** Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' 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.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW

4.24.115, then, 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.

**7. 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:

- i. 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.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants 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.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

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

- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. 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 Provision.* The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they 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.

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.* The 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.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

## **8. Record Keeping and Reporting.**

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.



B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

**9. City's Right of Inspection and Audit.**

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

**10. Consultant to Maintain Records to Support Independent Contractor Status.** On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

**11. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection reasonably necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Termination.**

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of

termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**13. Force Majeure.** Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement. In order to claim Force Majeure, the Party claiming must provide notice to the other Party within fourteen (14) days of the event which constitutes Force Majeure or such claim shall be waived for any period in which notice was due.

**14. Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational

qualification.

**15. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

**16. Conflict of Interest.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

**17. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Consultant shall not disclose any such information to any third parties without (1) the prior written consent of the City or (2) legal process requiring disclosure, provided advance notice is provided to the City. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**18. Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

**19. Employment of State Retirees.** The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

**20. Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. If there is a conflict between the terms and

conditions of this Agreement and the attached exhibit, then the terms and conditions of this Agreement shall prevail over the exhibit. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**21. Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Bonney Lake shall be sent to the following address:

City Clerk  
City of Bonney Lake  
9002 Main Street E.  
Bonney Lake WA 98391

Notices to the Consultant shall be sent to the following address:

Jeff Faunce  
50-116 Ave SE, Suite 211  
Bellevue WA 98004  
Jeff.Faunce@akana.us

**22. Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

**23. Compliance with Laws.** The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

**24. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**25. Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

**IN WITNESS WHEREOF**, the City and the Consultant have executed this Agreement as of the dates listed below.

**CITY OF BONNEY LAKE**

**CONSULTANT**

\_\_\_\_\_  
Name: Michael McCullogh

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: 11/14/2023

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Sadie A. Schaneman, CMC, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jennifer S. Robertson, City Attorney

## **EXHIBIT A**

**Scope of Services to be Provided by Consultant.** The Scope of Services is described in the attached Proposal received November 2, 2023, which is attached hereto and incorporated herein.

**EXHIBIT B**  
**Rates of Service**

## **EXHIBIT A SCOPE OF SERVICES**

### **Construction Management Services City of Bonney Lake –**

#### **LIFT STATION 20 UPGRADE PROJECT**

**Akana (CONSULTANT) will provide professional Construction Management {CM} Services for the City of Bonney Lake {CITY}. These services will include CM, contract administration, field observation, documentation, and reporting as required during the " LIFT STATION 20 UPGRADE PROJECT". All services will be provided in accordance with the Washington State Department of Transportation's {WSDOT} Local Agency Guidelines and Construction Manual. CONSULTANT will be providing Jeff Faunce, CA Sue Timm and inspectors Josh Harris and Alan Lobdell on a part-time basis to the project to perform the duties listed below.**

**Project Description The project work consists of the renovation of Lift Station 20 connection to the existing sanitary sewer force main during bypass, bypass piping by subsurface connection to existing manhole in street and daylight the pipe upon exit of street to tie to manifold at valve vault. Removal and scarification of existing coating and wet well. grout injection as required to seal wet well and coating of wet well and new piping and modifications associated with the Work all in accordance to the project Contract Plans, Contract Provisions and Standard Specifications. Work Breakdown Structure by Tasks**

#### **100 Pre-Construction Services:**

**101 CONSULTANT will review bid documents to become familiar with the project.**

**102 CONSULTANT will take pre-construction photographs and burn them to a disc to include in hard-copy files.**

**103 CONSULTANT will conduct a site visit to become acquainted with the project site.**

**104 CONSULTANT will prepare hard-copy and electronic files for project documentation.**

**105 CONSULTANT will prepare Project Templates for:**

- A. Design Changes**
- B. Change Orders and Change Order Justifications**
- C. Case Log and Case Log Files**
- D. Pay Estimates, including Ledger**
- E. Forecasted Cost to Complete**
- F. Coordination Meeting Agendas, Minutes and Sign-In Sheets**

**106 CONSULTANT will prepare Project Logs for tracking:**

- A. Design Changes**
- B. Change Orders (CO)**
- C. Requests for Information (RFI) D. Submittals**
- E. Materials on Hand (will correlate with Pay Estimates)**
- F. Employment Documentation**



**107 CONSULTANT will prepare for, and conduct, a Pre-Construction meeting. Duties will include:**

- A. Preparing an agenda draft and sending it to the CITY for review/comments.**
- B. Developing an attendees list with input from CITY.**
- C. Conducting the meeting.**
- D. Preparing Meeting Minutes, sending them to CITY for review/comments, revising them per comments and distributing them to attendees and affected stakeholders.**

**108 CONSULTANT will review the Contractor's initial Schedule against allowable Working Days. CONSULTANT will also review schedule sequencing and activity duration to check that they are reasonable. Any discrepancies, conflicts or unreasonable work durations will be brought to the attention of the Contractor and the CITY will be notified.**

**109 CONSULTANT will prepare a monthly CONSULTANT progress invoices for CITY review and payment. Under the provisions of this contract a total of (5) invoices shall be prepared and presented to the CITY.**

**200 Construction Management Administration:**

**201 CONSULTANT will prepare a Progress Pay Estimates for work performed by Contractor. Under the provisions of this contract up to a total (5) invoices shall be prepared. These will be completed once CONSULTANT and Contractor have reached agreement on estimate quantities.**

**202 CONSULTANT will prepare up to (20) Weekly Statement of Working Day reports.**

**203 CITY will monitor Contractor and Sub-Contractor's employment documentation for adherence to contract requirements.**

**204 CONSULTANT will review and respond to Requests for Information (RFIs) submitted by the Contractor. Responses will include technical interpretations of the drawings, specifications, and Contract Documents. The CONSULTANT will update the RFI Log as RFIs are submitted and resolved.**

**205 CONSULTANT will monitor issues that may eventually have impacts to the project budget or schedule. These issues will be documented Information included in the Log will be:**

- A. An assigned number that will be used to track each issue separately.**
- B. The date the issue became known.**
- C. A description of the issue.**

- D. An estimate of the lowest cost necessary to resolve the issue. If resolution creates an overall decrease to the budget, this amount would be negative.**
- E. An estimate of the highest cost necessary to resolve the issue.**
- F. An estimate of the issue's impact on Working Days.**
- G. A summary of project documents that relate to the issue.**
- H. Comments relating to the issue.**

**206 CONSULTANT will prepare Change Orders and will include the CITY in the process of Change Order negotiation and preparation. Items tracked using the Issue Log may eventually become Change Orders. CONSULTANT Change Order work will include:**

- A. Scheduling and conducting negotiation meetings. The CONSULTANT will create and distribute meeting agendas and minutes.**
- B. Preparation of independent Engineer's Estimates.**
- C. Compilation of Change Order back-up. This will include, but is not limited to:**
  - i. Engineer's Estimates**
  - ii. E-mail correspondence**
  - iii. Extra Work Orders from Contractor**
  - iv. Design Change Documents**
  - v. Meeting Minutes**

**D. Preparation of Change Order Justifications. (1 change order included in cost)**

**Justifications will include:**

- i. A description of the change.**
- ii. An evaluation of what is required by the Contract.**
- iii. An explanation as to why a Change Order is necessary.**
- iv. Descriptions of considered alternatives to a Change Order.**
- v. The reasons for entitlement; why the work cannot be paid for under the existing contract.**
- vi. The names of those that approved the Change Order.**
- vii. An evaluation of impact to Working Days.**
- viii. Change Order back-up.**

**E. Writing the Change Orders and providing them to CITY for edits and/or concurrence.**

**F. Obtaining the necessary signatures for execution once concurrence has been given by the CITY.**

**G. Maintaining the Change Order Log**

**300 Construction Services - Field:**

**Working Days 100 Contractor. 50 working days contracted with Akana. It is anticipated that during Wet well rehabilitation that the contractor NACE inspector will supply the reports and Akana will review only. This anticipated work is to be 50 working days and during any additional FA work Akana has budgeted a management fund of approximately 10 K for force account for CA and inspection time.**

**CONSULTANT will provide part time Inspection consisting of a senior inspector to assist and observe day-to-day conduct of construction. This will include acting as the project hub for communications, monitoring Contractor adherence to Contract Documents and documentation of Contractor's work progress for payment.**

**301 CONSULTANT will request and review the Contractor's breakdowns of lump-sum items for accuracy and payment purposes. Breakdowns will be used to evaluate construction progress of these items for pay estimates.**

**302 CONSULTANT will prepare Field Note Records that detail Contractor's completed work for inclusion in monthly Pay Estimates. Field Note Records will internally be checked for accuracy prior to being entered into Pay Estimates.**

**303 Prior to monthly Pay Estimate completion, the CONSULTANT will coordinate with each of the Contractors to reach agreement on the Pay Estimate quantities.**

**304 CONSULTANT will review the materials delivered to the project site to ensure they are the approved construction materials. This will be done by checking them against the approved Submittals and noting materials delivered on Inspector Daily Reports (IDR).**

**305 The CONSULTANT Inspector(s) will prepare up to 50 Inspector's Daily Reports. If there is more than one Inspector, each will prepare an individual report. IDRs will include:**

**A. Weather information.**

**B. Contractor and Subcontractors working that date, as well as the on-site representative for each.**

**C. A work activity summary.**

**D. Bid items worked on.**

**E. Equipment and employees utilized and hours used/worked.**

**F. A diary to be used as a narrative of the day's events.**

**G. Photos.**

**H. Materials used.**

**306 CONSULTANT will take photos of construction progress and will maintain them electronically in an orderly fashion. Upon completion of the project, these photos will be burned to discs that will be included in the hard-copy files.**

**400 Materials**

**CONSULTANT shall perform a preliminary review of submittals and coordinate getting Technical engineering reviews when appropriate. Materials that do not require testing will be rejected, approved or conditionally approved per the requirements of the CITY and the Contract provisions. Materials that require testing will be rejected, approved, or conditionally approved per results of field evaluation materials testing. None is anticipated on this project.**

**401 CONSULTANT will update the Submittal list as submittals are rejected, approved, or conditionally approved as well as when test results are obtained.**

**402 CONSULTANT will inspect materials and conduct testing in accordance with the CITY's direction and reasonable field evaluation.**

**403 CONSULTANT will inspect the Concrete for adherence to Contract requirements. All work is anticipated to be commercial concrete so no testing is expected**

**404 CONSULTANT will inspect installation of Hot Mix Asphalt (HMA) for adherence to Contract requirements. No testing is anticipated due to minor quantity.**

**500 Project Completion:**

**Assist the CITY with the close-out of the project. Items of work include the following:**

**501 CONSULTANT will coordinate with the CITY, and the Contractor to resolve outstanding project issues. This includes up to (2) Project Closeout Meetings. The CONSULTANT will prepare and distribute the agendas and minutes.**

**502 CONSULTANT will prepare a Letter of Substantial Completion for issuance by the CITY. This letter will include punch list items for both Physical Completion and Final Completion.**

**503 CONSULTANT will coordinate with the Contractor to obtain all outstanding project documentation.**

**504 CONSULTANT will prepare a Punch List of work items for the Contractor. This list will be created with input from the CITY. Creation of the list will include 1 initial project walkthrough and up to 2 follow-up walkthroughs to ensure Punch List work is complete.**

**The list may still be revised after it has been issued to the Contractor.**

**505 CONSULTANT will prepare a Letter of Physical Completion for issuance by the CITY. This letter will denote that the Contractor's work is completed.**

**506 CONSULTANT will take photos of completed project and will maintain them electronically in an orderly fashion. Upon completion of the project, these photos will be burned to discs that will be included in the hard-copy files.**

**507 CITY's Engineering Firm will backdraft the As-Builts to create a Record Drawings for CITY records upon issuance of Physical Completion and the CONSULTANT will perform a review of the drawings for accuracy.**

**Specific repair requirements and inspection to the LIFT STATION 20 are as follows:**

**This task provides "hold point" inspections of the coating activity at the pump station included in the Wetwell Coating by a National Association of Corrosion Engineers (NACE) certified painting inspector from the contractor. Hold point inspections occur at critical junctures in the coating process to verify that the specified requirements for surface preparation, coating application, and environmental conditions are being met by the Contractor. The NACE inspector will coordinate his site visits with the Contractor and Project Representative to determine when an inspection is necessary and should occur. Each week, the Contractor will provide the Coatings Inspector with the following week's anticipated inspection requirements. Within 24 hours of that coordination, Akana will verify those expectations meet with the City of Bonney Lake acceptance, and are within the scope and estimated project budget as defined by the Project Engineer.**

**In the event additional work is provided for "monitoring" inspections of work completed under a Force Account for Coating Work arrangement. The Force Account for Coating Work on this project includes could include chemical grout injection for sealing leakage into the wetwells, and concrete repair necessary to restore the wetwell structure. Monitoring inspections will, in coordination with the Contractor, identify areas requiring Force Account for Coating Work, and verify the Contractor's progress in completing this work in a timely and efficient manner.**

**Definitions:**

- 1. Project Team-All the parties listed below (The Contractor, Subcontractor, Coatings Inspector, City, Project Engineer, Project CM)**
- 2. Contractor**
- 3. Subcontractor-**
- 4. Coatings Inspector-The Contractor supplied NACE-certified inspector.**
- 5. City-City of Bonney Lake.**
- 6. Project Engineer-Parametrix**
- 7. Project CM-Akana**

**Responsibilities of the Coatings Inspector:**

- 1. Verify that the Contractor is following the project specifications and manufacturer's recommendations in completing the work.**
- 2. All daily reports are to be submitted to the Project Engineer no later than 10:00 AM the day following the inspection.**

**Monitoring Force Account for Coating Work (Chemical Grout Injection)**

- a. Following the removal of the existing coating, the Coatings Inspector and the Subcontractor are to inspect the wetwell and vault areas for areas showing groundwater leakage.**
- b. Procedures for correcting groundwater leakage are covered in the specification, Chemical Injection Grouting. All groundwater leakage areas shall be sealed prior to the application of any patching material or other coating to that area.**
- c. Patching and repairing of the concrete surfaces in conjunction with the grout injection work should be encouraged, as this could lower the amount of time necessary to complete the Coating Work. The Subcontractor is performing both types of work.**

- d. Monitor the execution of the grout injection work, to verify that the subcontractor is proceeding with the work in an efficient and cost-effective manner. Determine when the level of seepage through the concrete structure has been reduced to a level allowing the application of the wetwell coating system. If low-level seepage persists in areas of the structure, determine if a concrete sealer is required in place of the specified filler/surfacer.
  - e. Complete Daily Reports discussing the progress and efficiency of the grout injection work, including photos and other descriptive data, and distribute to the Project Team.
  - f. The wetwell shall be given a final inspection by the Contractors Coatings Inspector to verify that the concrete surfaces have been sealed adequately for the coating work to proceed.
3. Monitoring for Coating Work (Concrete Repair)
- a. Following the removal of the existing coating, the Coatings Inspector and the Subcontractor are to inspect the wetwell and vault areas for areas requiring concrete repair (defined as the filling of depressions of 1/2-inch or deeper).
  - b. The Coatings Inspector shall measure and record the areas requiring Concrete Repair in field notes, accompanied with pictures, and distribute this information to the Project Team.
  - c. Procedures for concrete repair are covered in the specification, Concrete Repair. All concrete repair is to be in accordance with the International Concrete Repair Institute (ICRI) Guideline 310.IR. The specified concrete mortar shall be used to repair concrete surfaces.
  - d. All concrete repair shall be completed before the application of the filler/surfacer to the remaining areas of the wetwell.
  - e. As discussed previously, it may be possible for the Contractor to perform chemical grout injection and concrete repair concurrently, to shorten the time required to complete the Force Account for Coating Work.
  - f. Complete Daily Reports discussing the progress and efficiency of the concrete repair work, including photos and other descriptive data, and distribute the Project Team.
4. Hold Point Inspections (Coating work)
- a. Contractor Nace inspector shall Complete daily reports to include the items listed below:
    - A summary description of the work underway and work completed
    - Surface preparation procedures and results
    - Coating application environmental conditions (temperature, humidity, dew point, etc.)
    - Coating application equipment, personnel, procedures, and application rates.
    - Coating wet and dry mil thicknesses, quality of finish, workmanship
    - Results of any QA/QC tests performed (e.g., surface profile, vapor emission rate, holiday test results, cure test results, etc.)
    - Describe any corrective action required by the Contractor.
  - b. Coordinate with the Project Engineer and the Contractor to determine the approximate timeframes and durations for the hold point inspections. Examples-

Following the removal of the existing coating, and high pressure washing of the exposed concrete, check for areas of groundwater infiltration that will need to be grouted prior to coating.

- Check for proper surface preparation of concrete and metal surfaces to confirm that manufacturer's recommendations for surface roughness (profile) have been achieved prior to authorizing coating to proceed.

Check that any underlying coating has cured adequately, and that the manufacturer's recommended window for top coating has not been exceeded.

- Check that specified coating thickness has been achieved.
  - Perform holiday tests on the finished coating.
5. Coordinate with the Project Engineer on issues that arise during construction, and interface with the Contractor to implement the selected course of action.

**Deliverables:**

1. Contractor Daily reports, including *QNQC* test results (surface profile, environmental conditions, coating thickness, etc). After review and submittal to the Project Engineer, the Project Engineer will forward daily reports to the City, the Contractor, and the rest of the project team.
2. Akana Daily reports shall include verification of the above and inspection of the bypass system, care in removal and installation of components and other work activities not included in the injection repair and coating of the wet well.



Proposal Fee Estimate

Exhibit B

AKANA

CLIENT Name: Bonney Lake  
 PROJECT Description: \_\_\_\_\_  
 Proposal/Job Number: \_\_\_\_\_ Date: 10/15/2023

Bonney lake

July 29 2022 Rates	Principal	Safety	Const admin	Const inspector			qa/qc/cqap	Asst. Cxa	Designer	CAD		Admin. Assist.			CZE	CZE	CZE		CZE	CZE	CZE		Total Expenses	Total Labor + Expenses
Classification:														Total	Total Labor	OH @ 1.4021	Fixed Fee @ 30%	Contingency Management	Sub-Markup	ODCs	ODCs Markup			
Hourly Rate:	\$95.00	\$46.79	\$45.00	\$45.00								\$35.69		Hours	Fees	140.21%	30%	Fees	5%	Fees	5%		Total Expenses	Fees
Task 100 -akana rates and estimate																								
akana rates and estimate	100													0	\$9,500	\$13,320	\$2,850		\$0			\$0	\$16,170	\$25,670
				400										400	\$18,000	\$25,238	\$5,400		\$0			\$0	\$30,638	\$48,638
			200									14		214	\$9,500	\$13,319	\$2,850		\$0			\$0	\$16,169	\$25,669
contingency for fA		2												2	\$94	\$131	\$28	\$9,770	\$0			\$0	\$9,929	\$10,023
Task 100 - Subtotal	100	2	200	400	0	0	0	0	0	0	0	14	0	616	\$37,093	\$52,008	\$11,128	\$9,770	\$0	\$0	\$0	\$0	\$72,906	\$110,000
														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
Design assistance/reviews														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
change order prep(rob included above)														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
Task 200 - Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 300 - Construction Services Field																								
field CM services	0	0												0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
Task 300 - Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 400 - materials																								
materials Testing												0		0	\$0	\$0	\$0		\$0	\$0		\$0	\$0	\$0
Special Inspection - CTL														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
Task														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
Task														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
Task 400 - Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 500 - Project Completion																								
closeout														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
Task														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
Task														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
Task														0	\$0	\$0	\$0		\$0			\$0	\$0	\$0
Task 500 - Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
All Phases Total	100	2	200	400	0	0	0	0	0	0	0	14	0	616	\$37,093	\$52,008	\$11,128	\$9,770	\$0	\$0	\$0	\$0	\$72,906	\$110,000



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

<b>Department/Staff Contact:</b> PD / Mark Berry	<b>Meeting/Workshop Date:</b> November 14, 2023	<b>Agenda Bill Number:</b> AB23-148
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution/Motion Number:</b> 3189	<b>Sponsor:</b>

**Agenda Subject:** Washington Traffic Safety Commission Interagency Agreement.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Mayor Mccullough To Sign An Interagency Agreement With The Washington Traffic Safety Commission For Reimbursement For Various Traffic Emphasis Patrols.

**Administrative Recommendation:** Approve.

**Background Summary:** The Bonney Lake Police Department has utilized this interagency agreement the last several years to assist with enhancing the safety of the motoring public on City streets. The Bonney Lake Police Department will conduct emphasis patrols throughout the year in the following areas: Impaired Driving enforcement, Seat-Belt enforcement, Distracted Driver enforcement, Target Zero emphasis patrols and flex patrols which allow BLPD to conduct their own emphasis patrols for the target areas. The Washington State Traffic Safety Commission (WTSC) will reimburse BLPD for our enforcement efforts. The interagency agreement will be effective October 1, 2023 -- September 30, 2024.

**Attachments:** Resolution 3189 & Interagency Agreement with the Washington State Traffic Safety Commission..

**BUDGET INFORMATION**

<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>	<b>Fund Source</b>
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	Public Safety	<i>Approvals:</i>	Yes	No
	Date: 14 November 2023	Chair/Councilmember Justin Evans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Angela Baldwin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Gwendolyn Fullerton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to: November 14, 2023	<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 11/14/2023	Tabled to Date:

**APPROVALS**

<b>Director:</b> <i>Mark Berry</i>	<b>Mayor:</b> <i>Michael McCullough</i>	<b>Date Reviewed by City Attorney:</b> (if applicable)
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**RESOLUTION NO. 3189**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZE MAYOR MCCULLOUGH TO SIGN AN INTERAGENCY AGREEMENT WITH THE WASHINGTON TRAFFIC SAFETY COMMISSION FOR REIMBURSEMENT FOR VARIOUS TRAFFIC EMPHASIS PATROLS.**

**WHEREAS**, the Bonney Lake Police Department has received the Interagency Agreement between the Washington Traffic Safety Commission and the City of Bonney Lake regarding the reimbursement for traffic emphasis patrol from October 1, 2023 -September 30, 2024; and

**WHEREAS**, the City of Bonney Lake has identified traffic safety as vital for our citizens; and

**WHEREAS**, the Bonney Lake Police Department will receive reimbursement from traffic safety emphasis patrols; and

**WHEREAS**, the Bonney Lake Police Department will provide emphasis patrols in the areas of: Impaired Driving enforcement, Distracted Driving enforcement, Seat-Belt enforcement, Motorcycle Safety enforcement, and Target Zero emphasis patrols; and

**WHEREAS**, the Bonney Lake Police Department will schedule the emphasis patrols both in conjunction with the statewide sponsored initiatives as well as City/Pierce County Traffic Safety Task Force emphasis patrols;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to sign the Interagency Agreement with the Washington Traffic Safety Commission and allow the Bonney Lake Police Department to be reimbursed for conducting traffic safety emphasis patrols throughout the year.

**PASSED** by the City Council this 14<sup>th</sup> day of November 2023.

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Michael McCullough, Mayor

AUTHENTICATED:

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Sadie A. Schaneman, CMC, City Clerk

**INTERAGENCY AGREEMENT**

**BETWEEN THE**

**Washington Traffic Safety Commission**

**AND**

**Bonney Lake Police Department**

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Bonney Lake Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

**1. PURPOSE OF THE AGREEMENT:**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project 2024-HVE-5116-Region 5 Target Zero Task Force specifically to provide funding for the law enforcement agencies in WTSC Region 5 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2024-HVE-5116-Region 5 Target Zero Task Force was awarded to the WTSC Region 5 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

**2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2023, and remain in effect until September 30, 2024 unless terminated sooner, as provided herein.

**3. SCOPE OF WORK**

**3.1.1 Problem ID and/or Opportunity**

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer's ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

### 3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2023).
- Distracted driving enforcement during the Distracted Driving campaign (April 2024)
- Seat belt enforcement during the Click It or Ticket campaign (May 2024).
- Impaired driving enforcement during the Summer DUI campaign (August 2024).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

### 3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

#### 3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2023, Distracted Driving campaign in April 2024, Click It or Ticket campaign in May 2024, and Summer DUI campaign in August 2024).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TSM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TSM or LEL after the mentee submits their interest.

11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

### 3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2024 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 13, 2023 – January 1, 2024
U Drive. U Text. U Pay.	April 1 – 14, 2024
Click It or Ticket	May 13 – June 2, 2024
It's a Fine Line (optional if funded)	July 5 – 21, 2024
DUI Drive Sober or Get Pulled Over	August 12 – September 4, 2024

### 3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

### 3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this



agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

### 3.4 PROJECT COSTS

The WTSC has awarded \$200,000.00 to the WTSC Region 5 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

## 4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

#### **5. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

#### **6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

#### **7. ALL WRITINGS CONTAINED HEREIN**

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

#### **8. ASSIGNMENT**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

#### **9. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

#### **10. BILLING PROCEDURE**

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2024, **must be received by WTSC no later than August 10, 2024**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2024, **must be received by WTSC no later than November 15, 2024**.

#### **11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION**

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

## **12. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

## **13. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

## **14. DISPUTES**

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

## **15. GOVERNANCE**

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1.Applicable federal and state statutes and rules

15.2.2.Terms and Conditions of this Agreement

15.2.3.Any Amendment executed under this Agreement

15.2.4.Any SOW executed under this Agreement

15.2.5.Any other provisions of the Agreement, including materials incorporated by reference

## **16. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

## **17. INDEMNIFICATION**

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB- RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

## **18. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **19. INSURANCE COVERAGE**

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

## **20. LICENSING, ACCREDITATION, AND REGISTRATION**

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

## **21. RECORDS MAINTENANCE**

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **22. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **23. RIGHTS IN DATA**

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

## **24. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

## **25. SEVERABILITY**

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

## **26. SITE SECURITY**

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

## **27. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

## **28. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

## **29. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

## **30. TREATMENT OF ASSETS**

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

### **31. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

### **32. BUY AMERICA ACT**

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

### **33. DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

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

lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

#### **34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.



34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **36. FEDERAL LOBBYING**

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)**

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities"). These include but are not limited to:

- 37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)
- 37.1.1.2. 49 CFR part 21
- 37.1.1.3. 28 CFR section 50.3
- 37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- 37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
- 37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
- 37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
- 37.1.1.8. The Civil Rights Restoration Act of 1987
- 37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)
- 37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- 37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government
- 37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

### **38. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

### **39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

### **40. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **41. CERTIFICATION ON CONFLICT OF INTEREST**

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

### **42. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

<b>The Contact for the SUB-RECIPIENT is:</b>	<b>The Target Zero Manager for Region 5 is:</b>	<b>The Contact for WTSC is:</b>
<b>Sgt. Robert Hoag 18421 Veterans Memorial Drive E. Bonney Lake, WA 98391</b>	<b>Vacant as of September 8, 2023.</b>	<b>Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897</b>

#### AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

#### SUB-RECIPIENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michael McCullough

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
11/14/2023

\_\_\_\_\_  
Date

#### WASHINGTON TRAFFIC SAFETY COMMISSION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

<b>Department/Staff Contact:</b> Public Services / Andrew Fonda	<b>Meeting/Workshop Date:</b> November 14, 2023	<b>Agenda Bill Number:</b> AB23-150
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution/Motion Number:</b> 3191	<b>Sponsor:</b>

**Agenda Subject:** Public Safety Building Generator.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Purchase Of An Emergency Power Generator And Transfer Switch From Cummins Power Systems For The Public Safety Building Generator Improvements Project.

**Administrative Recommendation:** Approve.

**Background Summary:** The emergency power generator at the Public Safety Building is 30 years old, undersized for the Public Safety Building, and in need of replacement. Authorization of \$225,000 of ARPA funds was approved per AB22-34 on March 8, 2022, to replace the emergency power generator. After further discussion and research, it became apparent that additional site improvements were going to be required to complete this project. Authorization of \$185,000 of ARPA funds was approved per AB22-99 on September 13, 2022. Since these additional improvements are beyond the scope of City staff to design and construct, City staff also requested authorization of \$115,000 of ARPA funds per AB23-67 for a professional services agreement with RH2 Engineering to size a new generator with enough capacity for full emergency backup power and to design a complete emergency backup power system with all necessary equipment and electrical component upgrades required to operate the entire Public Safety Building under emergency power. RH2 Engineering has sized the new generator and transfer switch and Cummins Power Systems has provided the City with a quote of \$177,035.00 (not including sales tax of \$16,818.33) for the generator and transfer switch and staff is requesting authorization to place the equipment order with Cummins Power Systems.

**Attachments:** Resolution 3191, Quote.

**BUDGET INFORMATION**

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$525,000	\$410,000	\$193,853	\$216,147	<input type="checkbox"/> General <input type="checkbox"/> Utilities <input checked="" type="checkbox"/> Other

**Budget Explanation:** ARPA Funds BARS # 320.002.000.594.21.64.00

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	Community Development	<b>Approvals:</b>	<b>Yes</b>	<b>No</b>
	Date: 7 November 2023	Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Kelly McClimans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Commission/Board Review:</b>				
<b>Hearing Examiner Review:</b>				

**COUNCIL ACTION**

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 11/14/2023	Tabled to Date:

**APPROVALS**

<b>Director:</b> Ryan Johnstone	<b>Mayor:</b> Michael McCullough	<b>Date Reviewed by City Attorney:</b> (if applicable)
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**RESOLUTION NO. 3191**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE PURCHASE OF AN EMERGENCY POWER GENERATOR AND TRANSFER SWITCH FROM CUMMINS POWER SYSTEMS FOR THE PUBLIC SAFETY BUILDING GENERATOR IMPROVEMENTS PROJECT.**

**WHEREAS**, the City of Bonney Lake's Public Safety Building is the command center during emergency response situations; and

**WHEREAS**, the City desires to have full emergency backup power at the Public Safety Building; and

**WHEREAS**, the existing backup generator is 30 years old and does not have the capacity for full emergency backup power as the existing generator will not operate the entire HVAC system including the chiller; and

**WHEREAS**, RH2 Engineering has sized a new generator and transfer switch with enough capacity for full emergency backup power; and

**WHEREAS**, Cummins Power Systems has provided the City a quote for the new generator and transfer switch in the amount of \$177,035.00 plus tax; and

**WHEREAS**, City staff is requesting authorization to purchase the new generator and transfer switch from Cummins Power Systems for the Public Safety Building Generator Improvements Project;

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

That the City Council of the City of Bonney Lake does hereby authorize the Mayor to authorize the purchase of a new generator and transfer switch from Cummins Power Systems for the Public Safety Building Generator Improvements Project in the amount of \$177,035.00 plus tax.

**Passed** by the City Council this 14<sup>th</sup> day of November 2023.

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Michael McCullough, Mayor

AUTHENTICATED:

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Sadie A. Schaneman, CMC, City Clerk

October 27, 2023

**Prepared by**

Zach Schulte  
(206) 794-9801  
zach.t.schulte@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<b>DFEJ Commercial Diesel Generator Set, 450kW Standby 60Hz</b> U.S. EPA, Stationary Emergency Application 450DFEJ, Diesel Genset, 60Hz, 450kW-Standby Rating Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Voltage - 120/208, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Extended Range, 125/105C Steel Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Steel Wind Rating - 150 MPH, Steel Housing Fuel Tank - Sub Base, 850 Gallon, UL142 Compliant Compliance - Fuel Tank, Michigan Listing, ULC - S601 - 07 Alarm - High Fuel Level, External with OFPV Override Fuel Water Separator Spill/Fill Box - Fuel with OFPV Vent Extension - Fuel Tank, 5 Inch Diameter Control Mounting - Left Facing PowerCommand 2.3 Controller LCD Control Display AmpSentry™ UL Listed Protective Relay Relays - Genset Status, User Configured Alarm - Audible, Engine Shutdown Signals - Auxiliary, 8 Inputs/8 Outputs Relay - Alarm Shutdown Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Circuit Breaker or Entrance Box or Terminal Box, Left-None Terminal Box - Low Voltage, Right Circuit Breaker or Entrance Box or Terminal Box, Left-None Bottom Entry, Right Indication - Ground Fault Engine Air Cleaner - Normal Duty External Battery Charger - 12 Amp, Regulated Engine Cooling - Radiator, 50C Ambient Shutdown - Low Coolant Level Coolant Heater - 208/240/480 Volts AC, Below 40F Ambient Temperature Test Record - Strip Chart Test - Extended, Standby Load, 4 Hour Test Record - Safety Shutdowns Genset Warranty - 2 Years Base Literature - English Packing - None, Base Mounted Housing	1
2	<b>CXRF, CXR Series Transfer Switch with PowerCommand Control 1600A</b> CXR1600, Transfer Switch, PowerCommand, 1600 Amp Listing - UL 1008 IBC Seismic Certification	1

	Application - Utility to Genset Cabinet - Type 4x Stainless Cable Lugs - Mechanical, 1/0 - 750 MCM UL1008 3 - Cycle Withstand Ratings Transfer Mode - Delayed Transition Poles - 4 (Switched Neutral) Frequency - 60 Hz System - 3 Phase, 4-Wire (Solid or Switched Neutral) Voltage - 208 Volts AC PC80 Control Integrated High Accuracy Power Quality Metering Premium Customer I/O S1 SPD, 240KA, For WYE Systems S2 SPD, 240KA, For WYE Systems Transfer Switch Warranty - 2 Year Comprehensive Packing - Wooden Crate	
3	<b>Annunciator-panel mount with enclosure (RS485)</b>	1
4	<b>Delivery to site, off-loading by others</b>	1
5	<b>Generator starting batteries, Group 8D</b>	2
6	<b>Start up and 2 hour load bank test, 5 loss of power tests, replace oil and fuel filters after start up is complete. Perform (1) 2 hour trainings session for the City of Bonney Lake staff on a separate scheduled day.</b>	1
7	<b>Spare parts: 3 sets of oil, fuel and air filters, 2 sets of belts, 1 quart of touch up paint.</b>	1

**TOTAL: \$ 177,035.00**

Quote value does not include any tax.

**EXCEPTIONS AND CLARIFICATIONS:**

Specification 16.90 pages 1 through 15 and section 16.92 pages 1 through 4 reviewed for this proposal. No electrical drawings provided or reviewed. All other specifications are excluded.

- All fuel is provided by others.
- Source Quality Control: Factory witness testing is available. Advanced notice will need to be provided if customer decides to participate in witness testing. If witness testing is required, it will be quoted as additional.

**COVID 19 SUPPLEMENTAL STATEMENT**

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

**INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION**

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

**OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)**

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

**SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS**

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

**TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS**



Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

## **CUMMINS STANDARD EXCLUSIONS**

### **Exhaust System**

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

### **Fuel System**

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

### **Cooling System**

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

### **Electrical**

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

### **Electrical Testing**

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

### **Environmental Testing**

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

### **Programming**

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

### **Documentation**

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

### **Miscellaneous**

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

### **Design**

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

### **Taxes and Permit**

Any applicable sales tax, permits, fees, licenses.

### **Bonds**

Any bid bond, payment or performance bond or other type of bond.

**All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.**

## **LEAD TIME:**

Submittal

Typical submittal lead time is 3 - 4 weeks after receipt of purchase order.

Equipment

Current lead-time is 62 - 66 weeks after submittal approval and release for production.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

**Submitted by:**

**Zach Schulte, Territory Manager**

[zach.t.schulte@cummins.com](mailto:zach.t.schulte@cummins.com)

**(206) 794-9801**

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

\_\_\_\_\_  
Authorized Signature

11/14/2023  
\_\_\_\_\_  
Date

City of Bonney Lake  
\_\_\_\_\_  
Company Name

Michael McCullough  
\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

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## **TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**1. SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

**2. SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

*OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

**3. PAYMENT TERMS; CREDIT; RETAINAGE.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

**4. TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**5. TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**6. INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**7. LIEN; SECURITY AGREEMENT.** Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

**8. CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

**9. TERMINATION.** Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

**10. MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

**11. TRAINING; START UP SERVICES; INSTALLATION.** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**12. MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

**13. WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**14. LIMITATIONS ON WARRANTIES.**

**THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

**15. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

## **16. LIMITATION OF LIABILITY**

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

**17. DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**18. CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**19. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**20. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

**21. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**22. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**23. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

**24. PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

**25. MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

**26. COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**



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

<b>Department/Staff Contact:</b> Admin Srvcs / Schaneman	<b>Meeting/Workshop</b> November 14, 2023	<b>Agenda Bill Number:</b> AB23-121
<b>Agenda Item Type:</b> Motion	<b>Ordinance/Resolution Number:</b> M23-121	<b>Sponsor:</b>

**Agenda Subject:** Cancellation of December 19, 2023 Council Workshop & Community Development Committee and January 2, 2024 Council Workshop & Community Development Committee Meetings.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Canceling The December 19, 2023 Council Workshop And Community Development Committee Meeting and January 2, 2024 Council Workshop And Community Development Committee Meeting.

**Administrative Recommendation:** Approve.

**Background Summary:** The Council has traditionally canceled the final Council Workshop and Regular Council Meeting in the month of December. Council Committee meetings on the same dates have also generally been canceled. It is proposed that the meetings listed in the motion be canceled.

**Attachments:** None.

**BUDGET INFORMATION**

<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>	<b>Fund Source</b>
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

**Budget Explanation:** No Budget Impact.

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	Other	<i>Approvals:</i>	<b>Yes</b>	<b>No</b>
	Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 11/14/2023	Tabled to Date:

**APPROVALS**

**Director:**  
*Chuck McEwen*

**Mayor:**  
*Michael McCullough*

**Date Reviewed**  
**by City Attorney:** N/A  
(if applicable)



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

<b>Department/Staff Contact:</b> Public Services Department Jason Sullivan – Planning & Building Supervisor	<b>Meeting/Workshop Date:</b> November 14, 2023	<b>Agenda Bill Number:</b> AB23-142
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 3183	<b>Sponsor:</b>

**Agenda Subject:** Hearing Examiner Services.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Contract With Law Offices Of Alex Sidles, PLLC To Provide Hearing Examiner Services And Appointing Alex Sidles As The Bonney Lake Hearing Examiner.

**Administrative Recommendation:** Approve.

**Background Summary:** On May 9, 2023, the City Council adopted Resolution 3150 appointing Andrew Reeves as the Bonney Lake Hearing Examiner and approving a four-year contract for Mr. Reeves who at that time was a managing partner at Trebucket Legal Consulting (TLC). On October 10, 2023, Mr. Reeves was released from his contract; therefore, a the City is in need of a new Hearing Examiner. City staff proposes to enter into a contract with Alex Sidles with the Law Offices of Alex Sidles, PLLC and appoint him as the new City of Bonney Lake Hearing Examiner. The new contract will be for one-year as required by BLMC 2.18.020. After the one-year period, the contract can be extended for four additional years.

The City needs a hearing examiner to consider and act on quasi-judicial land use actions, appeals of administrative decisions, and hearings related to uninhabitable structures under the provision of Chapter 35.80 RCW on behalf of the City as further discussed in the Scope of Work.

**Attachments:** Resolution 3183 and Contract.

**BUDGET INFORMATION**

<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>
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**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	CDC	<b>Approvals:</b>	<b>Yes</b>	<b>No</b>	
	Date: November 7, 2023	Chair/Councilmember	Dan Swatman	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Tom Watson	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Kelly McClimans	<input type="checkbox"/>	<input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>Commission/Board Review:</b>					
<b>Hearing Examiner Review:</b>					

**COUNCIL ACTION**

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 11/14/2023	Tabled to Date:

**APPROVALS**

<b>Director:</b> <i>Ryan Johnstone, P.E.</i>	<b>Mayor:</b> <i>Michael McCullough</i>	<b>Date Reviewed</b> <b>by City Attorney:</b>
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**RESOLUTION NO. 3183**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH LAW OFFICES OF ALEX SIDLES, PLLC TO PROVIDE HEARING EXAMINER SERVICES AND APPOINTING ALEX SIDLES AS THE BONNEY LAKE HEARING EXAMINER.**

**WHEREAS**, Chapter 2.18 of the Bonney Lake Municipal Code establishes the Office of the Hearing Examiner; and

**WHEREAS**, the City requires the services of a Hearing Examiner to hear quasi-judicial land use matters, unfit dwelling hearings, and appeals of administrative decisions; and

**WHEREAS**, in accordance with BLMC 2.18.020, the initial contract is for a one-year term; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is authorized to sign the attached agreement with Law Offices of Alex Sidles, PLLC to provide hearing examiner services.

**Section 2.** As required BLMC 2.18.020, the City Council confirms the appointment of Alex Sidles as the Bonney Lake Hearing Examiner.

**PASSED** by the City Council this 14<sup>th</sup> day of November 2023.

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Michael McCullough, Mayor

AUTHENTICATED:

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Sadie A. Schaneman, CMC, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF BONNEY LAKE AND LAW OFFICES OF ALEX SIDLES, PLLC**

**THIS PROFESSIONAL SERVICES AGREEMENT** is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and Law Offices of Alex Sidles, PLLC organized under the laws of the State of Washington, located and doing business at 2400 NW 80th St., No. 146 Seattle, WA 98117-4449 (hereinafter the “**Consultant**”).

**RECITALS:**

**WHEREAS**, Chapter 2.18 of the Bonney Lake Municipal Code establishes the Office of the Hearing Examiner; and

**WHEREAS**, the City requires the services of a Hearing Examiner to hear quasi-judicial land use matters, unfit dwelling hearings, and appeals of administrative decisions; and

**WHEREAS**, in accordance with BLMC 2.18.020, the initial contract is for a one-year term; and

**NOW, THEREFORE**, in consideration of the mutual benefits and conditions set forth below, the Parties agree as follows:

**AGREEMENT:**

**1.     Scope of Services to be Performed by Consultant.**

The Consultant shall perform those services described on Exhibit “A,” which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

**2.     Compensation and Method of Payment.**

The City shall pay the Consultant for services rendered according to the rates set forth in Exhibit “B”. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

**3.     Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date the last Party executes this Agreement and ending November 14, 2024 unless sooner terminated under the provisions of this Agreement or extended by mutual

agreement of the Parties. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

**4. Ownership and Use of Documents.**

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

**5. Independent Consultant.** The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

**6. Indemnification.** Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' 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.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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.

**7. 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:

- i. 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.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants 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.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

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

- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. 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 Provision.* The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they 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.

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.* The 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.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

## **8. Record Keeping and Reporting.**

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.



B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

**9. City's Right of Inspection and Audit.**

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

**10. Consultant to Maintain Records to Support Independent Contractor Status.** On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

**11. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection reasonably necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Termination.**

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of

termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**13. Force Majeure.** Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement. In order to claim Force Majeure, the Party claiming must provide notice to the other Party within fourteen (14) days of the event which constitutes Force Majeure or such claim shall be waived for any period in which notice was due.

**14. Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational

qualification.

**15. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

**16. Conflict of Interest.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

**17. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Consultant shall not disclose any such information to any third parties without (1) the prior written consent of the City or (2) legal process requiring disclosure, provided advance notice is provided to the City. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**18. Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

**19. Employment of State Retirees.** The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

**20. Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. If there is a conflict between the terms and

conditions of this Agreement and the attached exhibit, then the terms and conditions of this Agreement shall prevail over the exhibit. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**21. Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Bonney Lake shall be sent to the following address:

City Clerk  
City of Bonney Lake  
9002 Main Street E.  
Bonney Lake WA 98391

Notices to the Consultant shall be sent to the following address:

Law Offices of Alex Sidles, PLLC  
2400 NW 80th St., No. 146  
Seattle, WA 98117-4449  
[alex@sidleslaw.com](mailto:alex@sidleslaw.com)

**22. Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

**23. Compliance with Laws.** The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

**24. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**25. Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

**IN WITNESS WHEREOF**, the City and the Consultant have executed this Agreement as of the dates listed below.

**CITY OF BONNEY LAKE**

**CONSULTANT**

By: \_\_\_\_\_  
Michael McCullough, Mayor  
Date: 11/14/2023

By: \_\_\_\_\_  
Alex Sidles, Managing Attorney  
Date:

**ATTEST**

\_\_\_\_\_  
Sadie A. Schaneman, CMC, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jennifer S. Robertson, City Attorney

## **EXHIBIT A**

### **1. General**

#### Appointed Hearing Examiner

The Consultant is the appointed Hearing Examiner for the City of Bonney Lake. As such, the Consultant's work and duties shall be guided by Chapter 2.18 of the Bonney Lake Municipal Code.

#### Rules

The Consultant will utilize the adopted rules for hearing examiner hearings, which provides for the cross-examination of witnesses, and procedural matters related to the duties of the Consultant consistent with Chapter 2.18 BLMC and Chapter 14.60 BLMC. The Consultant may, but is not required to, make suggested revisions to the adopted hearing examiner rules which the City will consider with the input of the Hearing Examiner.

#### Hearings

Hearings may be held in-person or virtually as mutually agreed to by the City and the Consultant. The Consultant shall provide adequate technology and equipment required for successful audio and video connection capabilities.

#### Electronic Documents

The Consultant shall have adequate technology and equipment to receive large volumes of records in digital format. No paper copies of permit files, hearing records, staff reports, or submitted exhibits will be provided to the Consultant by the City.

#### Annual Report

The Consultant shall prepare an Annual Report, in writing, detailing the matters heard by the Consultant and recommendations on improvements to the hearing examiner process and/or municipal code. Such report shall include a summary of the examiner's decisions and costs since the last report. The report shall be provided by January 31<sup>st</sup> of each year.

### **2. Quasi-Judicial Land Use Action Decisions**

The Consultant shall conduct open public hearings and render a decision in writing, supported by findings of fact on all quasi-judicial permit applications identified as Type 3A and 3B permits in BLMC 14.30.010 which includes but is not limited to shoreline conditional use permits,

shoreline variances, preliminary plats, zoning variances, conditional use permits, and critical area reasonable use exceptions.

### **3. Zoning Reclassification Recommendation**

The Consultant shall conduct open record hearings for proposed zoning reclassification and issue a recommendation to the City Council in writing, supported by findings of fact, as to the proposal's compliance with Chapter 14.90 BLMC.

### **4. Administrative Decision Appeals**

The Consultant shall conduct open record appeal hearings of administrative decisions and render a decision in writing, supported by findings of fact.

### **5. Unfit Building Hearings and Decisions**

The Consultant shall serve as the public officer as defined in RCW 35.80.020 and have the powers granted to the office in RCW 35.80.030, except that the City shall provide all administrative functions such as preliminary investigations and the serving of notices. In this role the Consultant shall conduct required hearings, issue written decisions, supported by findings of fact, as to the habitability of structures/premises within the City, and determine if the structure/premise should be repaired, altered, demolished, or vacated consistent with the provisions of RCW 35.80.030 and BLMC 14.130.160.

### **6. Hearing Examiner Pro Tem.**

In the event of a conflict or disqualification, scheduling difficulties, or in any situation in which the use of a Hearing Examiner Pro Tem is required, the Hearing Examiner must inform the Public Services Director of such need. The Hearing Examiner shall inform the Public Services Director at least one month in advance of any hearing in which the Hearing Examiner Pro Tem is required. The Public Services Director may decide not to approve the use of an Examiner Pro Tem suggested in this manner, and request that the hearing be rescheduled to a time that would allow the Hearing Examiner's attendance. Alternatively, the Public Services Director may decide to authorize the use of another Hearing Examiner by separate contract.

**EXHIBIT B**  
**Rates of Service**

- Permit application hearings shall be billed at the following flat rates:

\$ 1,400	\$2,800	\$3,500
Single-Family Residential and Duplex Variances	Nonresidential Variances and Conditional Use Permits	Consolidated hearings on permit applications not including any appeals
Single-Family Residential and Duplex Conditional Use Permits	Multifamily Variances and Conditional Use Permits	Preliminary Plats
Zoning Reclassifications	Reasonable Use Exemption	Shoreline Variances and Shoreline Conditional Use Permits

- Appeals of Administrative Decisions shall be billed at a rate of \$195 per hour.
- Unfit Dwelling Hearings shall be billed at a rate of \$195 per hour.
- Permit Applications and other hearing not specifically provided for shall be billed at a rate of \$195 per hour.



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

<b>Department/Staff Contact:</b> Public Services Department Jason Sullivan – Planning & Building Supervisor	<b>Meeting/Workshop Date:</b> November 14, 2023	<b>Agenda Bill Number:</b> AB23-143
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 3184	<b>Sponsor:</b>

**Agenda Subject:** Contract Amendment with Olbrechts & Associates.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Amendment To The Contract With Olbrechts & Associates, PLLC Related To Hearing Examiner Services For Code Enforcement.

**Administrative Recommendation:** Approve.

**Background Summary:** On July 25, 2023, the City Council passed Resolution 3174 authorizing contract with Olbrechts & Associates for hearing examiner services and appointing Phil Olbrechts as the Bonney Lake Appellant Hearing Examiner. The Appellant Hearing Examiner conducts appeal hearings related to decisions of the Bonney Lake Hearing Examiner declaring a structure uninhabitable under the provision of Chapter 35.80 RCW. To streamline the City's Code Enforcement program, the City Staff is proposing that all code enforcement appeals related to Notice of Violations, Notice of Civil Penalties, and Stop Work Orders are handled by the Appellant Hearing Examiner instead of the Bonney Lake Hearing Examiner. As there are significant legal issues with such appeal hearings, the recommendation of the City Attorney is that such appeals should be heard by a Hearing Examiner employed by a separate legal firm.

**Attachments:** Resolution 3184 and Contract Amendment.

**BUDGET INFORMATION**

<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>
\$	\$	\$0	\$0

**Budget Explanation:** Currently there are no required expenditures as the Appellant Hearing Examiner is only used on an as needed basis.

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	CDC	<b>Approvals:</b>	<b>Yes</b>	<b>No</b>	
	Date: November 7, 2023	Chair/Councilmember	Dan Swatman	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Tom Watson	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Kelly McClimans	<input type="checkbox"/>	<input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>Commission/Board Review:</b>					
<b>Hearing Examiner Review:</b>					

**COUNCIL ACTION**

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 11/14/2023	Tabled to Date:

**APPROVALS**

<b>Director:</b> <i>Ryan Johnstone, P.E.</i>	<b>Mayor:</b> <i>Michael McCullough</i>	<b>Date Reviewed by City Attorney:</b>
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**RESOLUTION NO. 3184**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE CONTRACT WITH OLBRECHTS & ASSOCIATES, PLLC RELATED TO HEARING EXAMINER SERVICES FOR CODE ENFORCEMENT.**

**WHEREAS**, the City of Bonney Lake passed Resolution 3174 authorizing the Mayor to sign a contract with Olbrechts & Associates to provide Hearing Examiner Services for the City of Bonney Lake

**WHEREAS**, Resolution 3174 also appointed Phil Olbrechts as the Appellant Hearing Examiner and Hearing Examiner Pro-Tem on July 25, 2023; and

**WHEREAS**, the contract amendment would be for Olbrechts & Associates to hear code enforcement appeals;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is authorized to sign the attached contract amendment with Olbrechts & Associates, PLLC to provide additional hearing examiner services related to code enforcement appeals.

**PASSED** by the City Council this 14<sup>th</sup> day of November 2023.

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Michael McCullough, Mayor

AUTHENTICATED:

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Sadie A. Schaneman, CMC, City Clerk

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**FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN  
CITY OF BONNEY LAKE AND OLBRECHTS & ASSOCIATES, PLLC**

**THIS FIRST AMENDMENT** to the Professional Service Agreement (“**First Amendment**” or “**Amendment**”), dated as of the later of the signature dates below (the “**Effective Date**”), is by and between **CITY OF BONNEY LAKE**, a Washington municipal corporation, having its principal place of business at 9002 Main St. E., Bonney Lake, Washington 98391 (hereinafter “**City**”), and **Olbrechts & Associates**, a Washington limited liability company, having its principal place of business at 720 N. 10<sup>th</sup> St. A #297, Renton, WA 98057] (“**Consultant**”) (individually a “**Party**” and collectively the “**Parties**”).

**RECITALS:**

**WHEREAS**, the Parties entered into a Professional Service Agreement on July 25, 2023 (hereinafter “**Agreement**”) for purposes of allowing Olbrechts & Associates to Hearing Examiner Services for the City; and

**WHEREAS**, since that time the Parties have determined that an amendment is needed; and

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

**AGREEMENT:**

1. **New Scope of Work Exhibit A Section 3.** The following new section is hereby added to Exhibit A of the Agreement to read as follows:

**3. Code Enforcement**

The Consultant shall hear and render decisions on code enforcement related items discussed further in this section:

**Notice of Violation Appeals**

The Consultant shall conduct open record appeal hearings of notice of violations issued by the City and issue a written decision, supported by findings of fact, as to whether the violation occurred and/or is still occurring and determination to support or modify the corrective action ordered by the City consistent with the provisions of BLMC 14.130.120.

### Civil Penalty Appeals

The Consultant shall conduct open record appeal hearings related to the imposition of civil penalties issued by the City and issue a written decision, supported by findings of fact, affirming, vacating, or modifying the assessment and/or amount of the civil penalties consistent with the provisions of BLMC 14.130.120.

### Stop Work Order Appeals

The Consultant shall conduct expedited open record appeal hearings of stop work orders issued by the City and issue a written decision, supported by findings of fact, as to whether the violation occurred and/or is still occurring and determination to support or modify the corrective action ordered by the City consistent with the provisions of BLMC 14.130.120.

2. **Reaffirmation; Intention to be Bound.** Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the Agreement shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the Agreement are true and accurate as of the Effective Date. The Parties executing this First Amendment on behalf of themselves, their assigns, and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement. Nothing in this Amendment shall be deemed to supersede or otherwise modify any other term or provision of the Agreement except as expressly stated herein.
3. **Recitals; Capitalized Terms.** The recitals set forth above are a part of this Amendment. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings assigned to them in the Agreement or as set forth in the Amendment.

**IN WITNESS WHEREOF**, the Parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

**CITY:**

**BONNEY LAKE,**  
a Washington municipal corporation

By: \_\_\_\_\_  
Name: Michael McCullough  
Title: Mayor  
Date: 11/14/2023

**CONSULTANT:**

**Olbrechts & Associates, PLLC**  
a Washington limited liability company

By: \_\_\_\_\_  
Name: Phil Olbrechts  
Title: Managing Attorney  
Date: \_\_\_\_\_

**ATTEST:**

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Sadie Schaneman, CMC, City Clerk

**APPROVED AS TO FORM:**

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Jennifer S. Robertson, City Attorney