RESOLUTION NO. 1360

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH PARAMETRIX.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated as “Attachment A”.

PASSED by the City Council this 11th day of January, 2005.

Robert Young, Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT

Summary of Terms

A. CLIENT NAME: City of Bonney Lake
   Address: PO Box 7380, Bonney Lake, WA 98390
B. PROJECT NAME: Eastown Comprehensive Infrastructure Development Plan
C. PARAMETRIX:
   Office Address: 8770 Tallon Lane NE, Lacey, WA 98516
   Project Number:
D. EXECUTION DATE: 1/31/05
   (date of latest signature by parties)
E. TERM: 06/30/05
   (time for completion; see Exhibit B for work schedule)

F. COMPENSATION (check one):
   [See Section 2.1 of the Terms and Conditions for Description; See Exhibit C for Compensation Schedule.]
   ☐ Lump Sum
      Lump Sum Amount: $ ______
   ☐ Negotiated Billing Rates
      Total Compensation Amount: $ ______
   ☐ Salary Multiplier ______
      Total Compensation Amount: $ ______
   ☑ Other: Time and Materials
      Total Compensation Amount: $ 96,700.00

G. NOTICES:
   If to Client:
   Address: PO Box 7380
             Bonney Lake, WA 98390
   Attention: Robert Leedy
   (name of designated client representative)
   Phone: 253-447-4345
   Fax: 253-826-1921
   E-mail: 
   If to Parametrix:
   Address: 8770 Tallon Lane NE
             Lacey, Washington 98516
   Attention: Jean Carr
   (name of Parametrix signator)
   Phone: 360-459-3609
   Fax: 360-459-0154
   E-mail: JCarr@parametrix.com
PROFESSIONAL SERVICES AGREEMENT
Terms and Conditions

This Professional Services Agreement (this "Agreement") is entered into by and between Parametrix, Inc. ("Parametrix") and City of Bonney Lake ("Client") as of the Execution Date referred to in the Summary of Terms (page 1 of this Agreement). (Parametrix and Client are each referred to herein as a "Party" and collectively as the "Parties.") The Summary of Terms shall be incorporated with this Agreement by reference.

1. Authorization to Proceed

   Unless otherwise provided in this Agreement, execution of this Agreement by Client will be authorization for Parametrix to proceed with the services outlined in the Scope of Work attached as Exhibit A (the "Services"). Client acknowledges and agrees that Parametrix will be providing the Services and the Work Deliverables (as defined in Section 12) specifically for and solely with respect to the Project and that attempts to reuse the Work Deliverables outside the context of the Project may cause substantial damage. Therefore, Client covenants and agrees that it shall not use the Work Deliverables, and shall not permit the Work Deliverables to be used, other than with respect to the Project, unless it has received the specific written approval of Parametrix.

2. Compensation

2.1 Parametrix's compensation under this Agreement shall be as set forth in the Summary of Terms and may be based on any one of the following:

   (a) Lump Sum. Under this compensation structure, Parametrix charges Client a fixed lump sum amount for the Services to be performed for the Project; Parametrix shall be responsible for all wages or salaries of its employees and costs of subconsultants. The lump sum amount shall include all Direct Labor costs and Expenses, Indirect costs (overhead), and Profit.

   (b) Negotiated Billing Rates. Under this compensation structure, Parametrix charges Client on the basis of negotiated (hourly, daily, etc.) rates for work performed on Client’s Project by Parametrix employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overhead, and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.

   (c) Salary Multiplier. Under this compensation structure, Parametrix charges Client rates equal to the direct wages or salaries Parametrix pays to its employees for work performed directly on the Project, multiplied by a negotiated multiplier as shown in Section F of the Summary of Terms to cover payroll-related taxes, payments, premiums, benefits, and other indirect costs, plus overhead and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.

2.2 In addition to any of the fee structures set forth above in 2.1(b) and (c), Parametrix may charge Client for Direct Expenses. Direct Expenses include those costs incurred on or directly for the Project, including, but not limited to, necessary transportation costs, including current rates for Parametrix vehicles, meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; printing, binding, and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Parametrix. In either case, a service processing charge of 15 percent will be added to Direct Expenses.

3. Payment to Parametrix

Parametrix will issue monthly invoices for the compensation due as a result of services provided under this Agreement to that time, less services previously billed. Invoices are due and payable on receipt. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts. Parametrix will charge interest at the rate of 1 ½ percent per month, or the maximum permitted by law if less, on all past due amounts starting 30 days after date of invoice. Parametrix will credit payments first to interest and then to principal.

4. Standard of Care

Parametrix shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Parametrix makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

5. Term and Termination

5.1 Term. The term of the Agreement shall be as set forth in the Summary of Terms. If a term is not specified in the Summary of Terms, Parametrix's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services.

5.2 Termination For Cause. This Agreement may be terminated by (a) either Party if 1) the other Party fails to perform substantially in accordance with this Agreement through no fault of the other Party and does not commence correction of such failure within ten (10) days after written notice thereof and diligently completes the correction promptly thereafter, or 2) the performance of the Services pursuant to this
Agreement are delayed or suspended for more than ninety (90) days for reasons beyond Parametrix's control; (b) Parametrix, upon seven (7) days' written notice if Parametrix believes that Client is requesting it to furnish or perform services contrary to Parametrix's responsibilities as a licensed professional.

5.3 For Convenience. Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days' written notice to the non-terminating Party.

5.4 Payment Upon Termination. On termination, Client shall pay Parametrix for all authorized work performed up to the termination date plus termination expenses, including, but not limited to, costs related to the reassignment of personnel, subcontract termination costs, and related closeout costs.

6. Cost Opinions

Cost Opinions or economic evaluations provided by Parametrix will be on a basis of expense and judgment, but, since Parametrix has no control over market conditions, including cost of labor, materials, equipment, or services furnished by others, or bidding procedures, Parametrix does not warrant that bids, ultimate construction costs, or Project economics will not vary from these opinions. Client waives any claim for the reason for inaccuracy of such opinions.

7. Limitation of Liability

Except as otherwise provided in Section 9 of this Agreement and except with respect to breaches by Client of its covenants in Section 1 of this Agreement, but notwithstanding any other provisions of this Agreement, each Party's cumulative liability to the other Party for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement will not exceed the compensation received by Parametrix under this Agreement.

8. Indemnification

8.1 By Parametrix. Subject to Section 7, Parametrix shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Parametrix or its officers, directors, employees, and consultants.

8.2 By Client. Subject to Section 7, Client shall indemnify and hold harmless Parametrix, Parametrix's officers, directors, partners, employees, and any individuals or entities that have a contract with Parametrix to furnish services with respect to the Project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Client or its officers, directors, employees, and consultants.

9. Hazardous Substances

9.1 Client has disclosed to Parametrix all data available to Client concerning the known or suspected presence of chemicals and/or chemical categories, as defined by the most current listing, 40 CFR 372.

Subpart D – Specific Toxic Chemical Listings, at the Project site, including radioactive materials (a "Hazardous Substance") in connection with the Services or has represented to Parametrix that, to the best of Client's knowledge after due inquiry, Hazardous Substances do not exist at or near the Project site.

9.2 Notwithstanding any other provision contained in this Agreement and to the maximum extent permitted by law, Client shall indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys' fees arising out of or relating to the presence, discharge, release, or escape of Hazardous Substances on or from the Project site.

10. Insurance

Parametrix shall maintain public liability and property damage insurance that shall protect Parametrix from personal injury or property damage claims arising from its negligent acts or omissions in the performance of the Services under this Agreement. The limits of liability for such insurance shall be at least $1,000,000 combined single limit.

11. Confidentiality

11.1 Definition of Confidential Information. "Confidential Information" means all nonpublic information, in whatever form (including without limitation orally disclosed information), that either Party to this Agreement (each a "Receiving Party") designates as confidential at the time of disclosure to the Party that receives such information (each a "Receiving Party") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential information includes without limitation, practices, procedures, specifications, drawings, sketches, models, samples, data, plans, computer programs, records, documentation, or other technical or business information. Except as otherwise indicated, the term "Receiving Party" also includes all affiliates of the Receiving Party. If information is disclosed in intangible form without being designated as confidential, Disclosing Party may still designate it as confidential by providing Receiving Party with written notice stating that designation and providing Receiving Party with a written summary of the confidential information, within twenty (20) days of initial disclosure.

11.2 Exclusion. Confidential Information does not include information that Receiving Party can document: (a) was generally known to the public at the time it was disclosed by Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of disclosure to Receiving Party by Disclosing Party; or (c) was independently developed by Receiving Party without reference to or use of Confidential Information.

11.3 Receiving Party Obligations. Receiving Party will not use or disclose any Confidential Information except in furtherance of the parties' mutually agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to
any third party, except upon Disclosing Party’s prior, written authorization. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, which precautions shall be at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature.

12. Ownership

12.1 Work Deliverables. “Work Deliverables” shall mean the final plans, designs, reports, and/or other documents prepared by Parametrix for delivery or presentation to Client as called for in Exhibit A (the Scope of Work). All Work Deliverables produced by Parametrix for or at the direction of Client hereunder shall be the property of Client and, to the extent subject to copyright protection, shall be deemed “work for hire” as such term is defined under U.S. copyright law; provided, however that (a) Parametrix may retain copies of all such Work Deliverables in accordance with Section 14 of this Agreement, and (b) Client shall immediately grant to Parametrix a worldwide, perpetual, non-exclusive license to use, reproduce, create derivative works from, and distribute or have distributed to or by third parties, the Work Deliverables.

12.2 Project Documents. All Project Documents shall be the sole property of Parametrix. “Project Documents” shall mean all studies, reports, evaluations, designs, drawings, procedures, field data, notes, specifications, plans, and all other documentation, including all documents on electronic media that are produced or acquired by Parametrix for or at the direction of Client pursuant to this Agreement, other than Work Deliverables.

13. Electronic Files and Data

Subject to the provisions of Section 11, Parametrix will provide certain information, including drawings and other electronic format data files, to Client for Client’s use and reference. However, Parametrix is neither accountable nor responsible for the validity of data contained on electronic files once surrendered to Client. Parametrix does not warrant the accuracy of the content as contained in the electronic file(s) against computer viruses, unauthorized revisions to the files, or any other alterations or data destruction to the file(s). Parametrix shall not have any liability for Client use of any electronic form file(s) or its content, including without limitation, any transmission of bugs, viruses, or other destructive or harmful programs, scripts, applets, or files to the computers or networks of Client. Parametrix’s preparation of a transfer copy of electronic data will be made or completed through reproduction from the file retained and archived at the offices of Parametrix. Client acknowledges that the content of the transfer copy may not be an exact and virus-free copy of the master file. Client acknowledges and agrees that Client shall be solely responsible for inspection and testing of the electronic file(s) provided by Parametrix to verify the content is free from bugs, viruses, or other destructive or harmful programs, scripts, applets, or files, before accessing or using. The original files containing the information and data maintained at Parametrix shall be considered Confidential Information under the terms of Section 11.

14. Document Retention

14.1 Work Deliverables. Work Deliverables are the property of Client and will be delivered to Client at Client’s request. Notwithstanding the foregoing, Client acknowledges and agrees that unless Client specifically requests that such documents be delivered, all Work Deliverables left in Parametrix’s possession after ten (10) years following the completion of the Project, regardless of whether this Agreement may still be in effect, may be retained or destroyed by Parametrix in its sole discretion.

14.2 Project Documents. All Project Documents may be retained or destroyed by Parametrix in its sole discretion.

15. Compliance with Laws

Parametrix will: (a) comply with federal, state and local laws, ordinances, regulations, and orders as in effect as of the Execution Date with respect to its performance of the Services pursuant to this Agreement, (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to Parametrix’s business as the same shall become due, and (c) pay all amounts required under local, state, and federal workers’ compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefit acts when due.

16. Notice of Lien

16.1 If Client is the Owner. If Client is the owner of the property on which the Services are to be performed, by signing this Agreement, Client is on notice and acknowledges Parametrix’s right to claim a lien against the improvement called for by this Agreement for the cost of the Services if Client fails to pay all sums owed to Parametrix under this Agreement.

16.2 If Client is not the Owner. If Client is not the owner of the property on which the Services are to be performed, Client shall put the owner on notice of Parametrix’s right to claim a lien against the improvement called for by this Agreement for the cost of the Services.

17. Independent Contractor

Parametrix shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Client, its parent or affiliates, if any. All persons furnished, used, retained, or hired by or on behalf of Parametrix shall be considered to be solely the employees, personnel, or contractors of Parametrix, and Parametrix at all times shall maintain such supervision and control over its employees, personnel, and contractors as is necessary to preserve its independent contractor status. Parametrix shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.
18. Dispute Resolution

All disputes arising between the Parties relating to the making or performance of the Services shall be resolved in the following order of preference:

(A) By good faith negotiation between representatives of Parametrix and Client who have authority to resolve the dispute fully and finally. The existence and substance of any negotiations pursuant to this Section shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.

(B) In the event that the negotiations provided by Section 18(A) fail to resolve the dispute, the Parties shall endeavor to resolve the dispute by non-binding mediation under the Commercial Mediation rules of the American Arbitration Association ("AAA") using a neutral mediator mutually acceptable to the Parties and with the costs therefore shared equally. All proceedings pursuant to this Section 18(B) shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.

(C) In the event that the mediation provided by Section 18(B) fails to resolve the dispute, the dispute shall be resolved pursuant to Section 19.1.

(D) Notwithstanding anything to the contrary contained in this Section, the Parties reserve the right to seek equitable remedies with respect to the enforcement of any provision of this Agreement.


19.1 Governing Law; Venue; Attorneys' Fees. This Agreement will be governed by the laws of the state of Washington, excluding conflict of laws provisions. Exclusive jurisdiction and venue will lie with the state and federal courts sitting in Pierce County, Washington, and each of the parties hereby irrevocably consents to such jurisdiction. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the primarily prevailing Party will be entitled to recover its costs, including reasonable attorneys' fees.

19.2 Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the Summary of Terms, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The addresses, phone numbers, facsimile numbers, and email addresses for the Parties provided in the Summary of Terms may be changed by means of a written notice given to the other Party.

19.3 Assignment. Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement to an Affiliate without the other Party's prior written consent. If such an attempted assignment occurs, the nonassigning Party will have the right to terminate this Agreement upon written notice to the assigning Party. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns to the extent permitted by this Section. "Affiliate" means, with respect to any legally recognizable entity, any other such entity directly or indirectly controlling, controlled by, or under common control with such entity.

19.4 Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Client and Parametrix and has no third party beneficiaries.

19.5 Survival. All express representations, covenants, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination (for any reason) for a period of three (3) years, provided however that the confidentiality provisions of Section 11 shall survive indefinitely.

19.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing signed by an authorized executive of the waiving Party and labeled as a "Waiver," and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. Non-enforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19.7 Severability. If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity, then the court making that determination will have the power to reduce or limit such provision, and such provision will be then enforceable in equity in its reduced or limited form.

19.8 Headings. The headings used in this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the terms hereof.

19.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

19.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter.

20. Exhibits and Schedules

The following exhibits and schedules are hereby made a part of this Agreement:

Exhibit A – Scope of Work
Exhibit B – Schedule for Work Completion
Exhibit C – Schedule of Compensation
Signature Page – Professional Services Agreement

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date referred to in the Summary of Terms.

CLIENT
By: [Signature]
Name: ROBERT YOUNG
(Please Print)
Title: MAYOR
Date: ______________________

PARAMETRIX, INC.
By: [Signature]
Name: PAUL A. SHEA
(Please Print)
Title: Principal
Date: 01/31/05
Exhibit A – Scope of Work

As defined in attached Work Plan dated November 19, 2004

Exhibit B – Schedule for Work Completion

06/30/05

Exhibit C – Schedule of Compensation

As outlined on page 8 of attached Work Plan dated November 19, 2004; total project budget of $80,700.00 plus an optional Management Reserve of $5,000, for Project Total with Reserve of $85,700.00 to be charged on a Time and Materials basis.
EASTOWN COMPREHENSIVE INFRASTRUCTURE DEVELOPMENT PLAN

Work Plan

PROJECT DESCRIPTION

Rapid growth and development within the City of Bonney Lake has resulted in a reduction in availability of land with easy access to municipal services. Development pressure is now being experienced in the Eastown area of the City where undeveloped land is abundant but water and sewer are currently not available. The Eastown area was annexed by the City in an effort to meet projected land use demands and was given a C2/C3 commercial zoning to allow a wide range of new commercial industrial and residential uses. While Eastown parcels tend to be underdeveloped or vacant and suitable for new development, absence of water and sewer is a barrier to development. In addition, the neighborhood is bisected by State Route 410, which adds complexity to the extension of services and presents challenges to creating an urban area with a sense of place.

The City has requested consultant services to assist in development of a plan for the area that focuses on resolving the infrastructure challenges within Eastown. The plan will address options for sewer and water extension to the area, with an emphasis on logical and cost effective service and possible interim measures for development on parcels for which extension of sewer lines is cost prohibitive. The plan will also address transportation infrastructure and make recommendations for a future roadway network that provides efficient access to all parcels and minimizes disruption to the SR 410 corridor.

PHASE 1 PROJECT MANAGEMENT

Approach

Provide project overview, direction, monitoring in a manner that allows for the delivery of the plan according to the approved Scope of Work and Budget.

Assumptions

- Project duration will be six months
- Three general coordination meetings with staff to discuss project status, progress, key issues for incorporation in plan

Deliverables

- Project work plan and schedule
- Monthly invoices, 6 total

PHASE 2 QA/QC

Approach

- Conduct internal quality review of final document prior to submittal to client
PHASE 2 QA/QC (continued)

Assumptions

- Document will receive one internal review

Deliverables

- Final Comprehensive Infrastructure Development Plan for the Eastown Area for client review

PHASE 3 INFRASTRUCTURE ANALYSIS

Task 3.1 Water System Plan

Approach

Develop plan for logical extension of water services to Eastown area. Coordinate with other water service providers in the area to determine best manner of managing provision of water service capable of handling future demand. Tasks will include:

- Collect and review information regarding existing Bonney Lake water system
- Collect information regarding boundaries and actual capacity of water districts serving portions of Eastown area
- Coordinate with City on approach to resolving water district/city service area conflicts
- Develop assumptions regarding future build-out characteristics of Eastown area for use in modeling and planning
- Determine water demand for build-out scenario in Eastown; consumption and fire flow
- Meet with staff from Water District to discuss coordination, capacity and shared approach to water service in the area (assumes two meetings)
- Meet with staff from Pierce County Public Works and Utilities Department to discuss coordination, capacity and shared approach to water service in the area (assumes two meetings)
- Coordinate with RH2 on modeling water demand and flow for area
- Prepare coordinated water system plan/map that addresses future demand for area and phased approach to extension of water lines
- Create development policies regarding equitable allocation of costs for oversizing mains or related facilities, service area issues, etc.
Task 3.1 Water System Plan (continued)

Assumptions

- City of Bonney Lake will contract with RH2 to provide water modeling services and other information regarding water system in the area
- City staff will assist in identifying appropriate contacts for water service providers
- City staff will provide feedback on parcels with high likelihood of development and any land use applications in the area during the study duration
- Up to two meetings with water district staff to discuss service availability
- Up to two meetings with Pierce County Public Works and Utilities staff to discuss coordination, capacity and shared approach to water service in the area
- No public involvement will be undertaken by Parametrix staff as a part of this effort

Deliverables

- Map of proposed water system and phasing options
- Proposed development policies regarding cost allocation for oversizing mains
- Recommended strategy for managing conflicting water service provider issues

Task 3.2 Sewer System Plan

Approach

Develop plan for logical extension of sewer service to Eastown area and assess options and criteria for interim treatment of waste on parcels for which extension of sewer service is cost prohibitive. Tasks will include:

- Collect information regarding existing Bonney Lake sewer system
- Model sewer demand from buildout of Eastown area based on assumptions developed above in Task 3.1
- Determine potential for interim sewage treatment (septic or other) in Eastown area
- Meet with Pierce County Health Department staff to discuss interim sewage system options (assumes two meetings)
- Develop criteria for allowance of interim sewage treatment
- Prepare coordinated sewer system plan/map that addresses future demand for area and phased approach to extension of water lines
- Create development policies regarding equitable allocation of costs for oversizing mains or related facilities, service area issues, eligibility requirements, etc.
Task 3.2  Sewer System Plan (continued)

Assumptions

- City will contract with RH2 to provide modeling of sewer system plan and other information regarding sewer system needs
- One meeting with Pierce County Health Department staff regarding interim sewage systems in the area
- City staff will provide feedback on parcels with high likelihood of development and any land use applications in the area during the study duration
- Interim septic management approaches will be assessed at a planning level for the area based on soils information contained within the Soil Conservation Service maps. No parcel specific soils testing will be done to determine suitability for on-site septic systems.
- No public involvement will be undertaken by Parametrix staff as a part of this effort

Deliverables

- Map of proposed sewer system and phasing options
- Proposed development policies regarding cost allocation for oversizing mains, construction of lift stations, etc.
- Recommended strategy for managing extension of sewer service to the Eastown area

Task 3.3  Transportation System Plan

Approach

Identify future road network needed to serve the proposed development, including proposed locations for secondary access roads, roadway section recommendations, and related land development policies necessary to assure efficient access to future development throughout the Eastown area. Tasks will include:

- Map new full intersection locations and refine future roadway network developed in the SR 410 Access Study
- Coordinate with WSDOT on future improvements to SR 410 and potential to incorporate infrastructure improvements into 410 work
- Work with City staff to determine whether secondary roads should be public or private
- Create non-motorized and transit standards - bike lanes, sidewalks (location, size etc), bus facilities
- Create access management standards for future development
Task 3.3  Transportation System Plan, Approach (continued)

- Work with City staff to determine planting concept for median on SR 410
- Work with City staff to determine lighting and street furniture concepts
- Work with City staff to determine special treatments (if any) for crosswalks, pedestrian corridors etc.
- Create land development criteria relevant to transportation - interim access for intermediate parcels, connected parking lots etc.

Assumptions

- Signalized intersections along the SR 410 corridor in the Eastown area have been established through prior planning efforts
- No public involvement will be undertaken by Parametrix staff as a part of this effort

Deliverables

- Map of proposed secondary road network
- Recommendations regarding secondary roadway development standards
- Recommended land use policies necessary to implement efficient function of secondary road network and minimal disruption to SR 410

PHASE 4  ZONING ANALYSIS

Approach  Review and analyze existing regulations and their impact on the future buildout of Eastown. Tasks will include:

- Review existing zoning standards for Eastown Area
- Write recommendations memo to City for future considerations/revisions to zoning and possible next steps for creating regulations aimed at evolution of Eastown into unique area of City

Assumptions

- This phase does not include rewriting existing city codes
- No public involvement will be undertaken by Parametrix staff as a part of this effort
PHASE 4  ZONING ANALYSIS (continued)

Deliverables

- Memo summarizing recommended revisions to zoning or development standards for the Eastown area
- One meeting with City staff to discuss what is working and what problems or concerns have been expressed by staff, owners, or developers regarding existing codes

PHASE 5  COMPILE PLAN

Approach

Prepare Eastown Development Plan addressing future provision of water and sewer service, and future roadway network. Text, graphics, and supporting information will be compiled into Plan for City adoption. Tasks will include:

- Write background, context section of Eastown Comprehensive Infrastructure Development Plan
- Write opportunities and constraints section of Eastown Comprehensive Infrastructure Development Plan
- Write water section of Eastown Comprehensive Infrastructure Development Plan
- Write sewer section of Eastown Comprehensive Infrastructure Development Plan
- Write Transportation section of Eastown Comprehensive Infrastructure Development Plan
- Write Environmental Protection section of Eastown Comprehensive Infrastructure Development Plan
- Prepare graphics as needed to support plan

Assumptions

- Once compiled the plan will be provided to the City for review and comment. One round of revisions based on City comments is included in this scope.
- City will lead the plan adoption process. Budget for attendance of Parametrix staff at adoption related meetings has not been included.
- No public involvement will be conducted as a part of this effort

Deliverables

- Four bound copies of the final Eastown Comprehensive Infrastructure Development Plan and one unbound copy
PHASE 6 OPTIONAL MANAGEMENT RESERVE

Approach
Include reserve funds for assistance with related tasks such as attendance at public meetings, attendance at meetings other than those scoped above, or other tasks that may be identified during the course of the project.

Assumptions
- Charges will not be made to this task without explicit prior authorization from the City

Deliverables
- Will be determined at the time the Management Reserve fund is accessed
## BUDGET

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management</td>
<td>$6,100</td>
</tr>
<tr>
<td>2</td>
<td>Quality Assurance</td>
<td>$2,500</td>
</tr>
<tr>
<td>3</td>
<td>Infrastructure Analysis</td>
<td>$46,400</td>
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<tr>
<td>4</td>
<td>Zoning Analysis</td>
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<tr>
<td>5</td>
<td>Prepare Plan</td>
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<tr>
<td></td>
<td>Expenses</td>
<td>$1,200</td>
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<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$80,700</strong></td>
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<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Expenses</th>
</tr>
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<tbody>
<tr>
<td>6</td>
<td>Optional Management Reserve</td>
<td>$5,000</td>
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**PROJECT TOTAL W/ RESERVE** $85,700
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council Meeting Date:</th>
<th>Agenda Bill Number</th>
</tr>
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<tbody>
<tr>
<td>P&amp;CD-Bob Leedy</td>
<td>1/11/05</td>
<td>AB05-01</td>
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<thead>
<tr>
<th>Ordinance Number:</th>
<th>Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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<tbody>
<tr>
<td></td>
<td>1360</td>
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**BUDGET INFORMATION**

<table>
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<tr>
<th>2005 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
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<tbody>
<tr>
<td>$80,700</td>
<td>$80,700</td>
<td></td>
<td>$0</td>
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</table>

**Explanation:** $50,000 appropriated in 2005 budget. Balance ($30,700) will need to be authorized.

**Agenda Subject:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH PARAMETRIX.

**Administrative Recommendation:** Adoption of Resolution 1360, authorizing a contract with Parametrix for consultant services to perform utility and land use planning work discussed in the attached Work Plan.

**Background Summary:** The attached Eastown Comprehensive Infrastructure Development Plan Work Plan (truly a mouthful) from Parametrix is the product of lengthy discussion between Parametrix and City staff. Parametrix was one of two firms responding to an RFP previously reviewed by City Council. Budgets submitted by the firms ranged from $150,000 upwards to $350,000. Staff negotiated with Parametrix at great length to pare the dollar amount down to a manageable figure, yet achieve the level of planning necessary to move ahead with Eastown development. The proposal before Council this evening achieves the desired product. This item was discussed by Council at the workshop meeting of January 4.

**Council Committee Dates:**
- Finance Committee: n/a
- Public Safety Committee: n/a
- Community Development & Planning Committee: n/a
- Council Workshops: 1/4/05

**Commission Dates:**
- Planning Commission: n/a
- Civil Service Commission: n/a

**Board/Hearing Examiner Dates:**
- Park Board: n/a
- Hearing Examiner: n/a

**Council Action:**
- Council Call for Hearing: Council Hearings Date:
- Council Referred Back to: Workshop Committee
- Council Tabled Until: Council Meeting Dates:

**Signatures:**
- Dir. Authorization
- Mayor
- Date City Attorney Reviewed:
A. (Cont’d.) There was additional discussion of some of the concerns and issues surrounding the South Prairie intersection improvements. Councilmembers Johnson and Rackley expressed a desire to delay action on the original motion to approve the ordinance.

Councilmember Rackley moved to table Ordinance 1090 to the January 18 Workshop. Deputy Mayor Swatman seconded the motion.

Motion approved 5 – 2. Councilmembers King and Noble voted no.

B. AB05-02 – Ordinance 1091 – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 2.08 Of The Bonney Lake Municipal Code And Ordinance Nos. 205 And 506, Relating To Designation Of The Chief Law Enforcement Officer

Councilmember Noble moved to adopt Ordinance 1091. Councilmember DeLeo seconded the motion.

Motion approved 7 – 0.


Councilmember Rackley moved to approve Resolution 1360. Councilmember Hamilton seconded the motion.

Motion approved 7 – 0.

D. AB05-04 – Resolution 1367 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Certain Developer Agreements.

Councilmember Hamilton moved to approve Resolution 1367. Councilmember Rackley seconded the motion.

Director Grigsby gave the history behind the proposed resolution. He said the Council had provided a mechanism for developers to get their developer’s extension agreements by agreeing not to apply for building permits with any agency before July 1, 2005. Director Grigsby explained that issues of concern were raised by developers as staff tried to implement the resolution’s provisions. He explained that the City Attorney had reviewed the current proposed resolution allowing for developers to pay the current SDC fee and promise to pay the increased fee based on the anticipated increase assessed by Tacoma Water. He added that this would allow developers to get building permits now, while protecting the City from loss of fees when Tacoma Water raises its rates.

Councilmember King asked that a typographical error be corrected, changing the word “my” to “may.” Councilmember Johnson asked about the Lakeridge III project, and if it is fair to require a developer extension agreement. Director Grigsby explained that the developer is