

RESOLUTION NO. 2826

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH LDC INC. FOR THE DEVELOPMENT OF THE BONNEY LAKE SUMNER HOUSING ACTION PLAN.

WHEREAS, the City of Bonney Lake applied for and received a \$150,000 grant from the Department of Commerce for the development of a coordinate housing action plan for the Cities of Bonney Lake and Sumner; and

WHEREAS, on December 10, 2019, the City Council passed Resolution 2805 authorizing the Mayor or his designee to sign the grant agreement with the Department of Commerce

WHEREAS, the development of a housing action plan is included in the 2019 – 2020 Planning Commission Work Plan adopted under Resolution 2814; and

WHEREAS, the development of a housing action plan is consistent with *Bonney Lake 2035* – Policy CD-10.6, which provides that the City of Bonney Lake will, “... actively participate in regional responses to housing needs and issues.”

WHEREAS, City the requires additional technical assistance and expertise to facilitate the completion of the Bonney Lake – Sumner Housing Action Plan;


NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with LDC. Inc. in the amount of \$149,595

PASSED by the City Council this 24th day of March 2020.



Neil Johnson Jr., Mayor

AUTHENTICATED:


Harwood T. Edvalson, City Clerk

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

Department/Staff Contact: Public Services Department Jason Sullivan – Planning & Building Supervisor	Meeting/Workshop Date: March 24, 2020	Agenda Bill Number: AB20-40
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2826	Sponsor:

Agenda Subject: Housing Action Plan Consultant Contract

Full Title/Motion: A Resolution of the City of Bonney Lake, Washington, authorizing the Mayor to sign a contract with LDC, Inc. to prepare the Bonney Lake – Sumner Housing Action Plan.

Administrative Recommendation: Approve

Background Summary: The Cities of Bonney Lake and Sumner received a \$150,000 grant from the Department of Commerce under the grant program created by the passage of Engrossed Second Substitute House Bill 1923, which provided funds to cities to take actions to increase housing capacity. The funds will be used for preparation of a coordinate housing action plan for the Cities of Bonney Lake and Sumner consistent with *Bonney Lake 2035* – Policy CD-10.6, which provides that the City of Bonney Lake will, “... actively participate in regional responses to housing needs and issues.” On December 10, 2019, the City Council passed Resolution 2805 authorizing the Mayor or his designee to sign the grant agreement with the Department of Commerce. The City then issued a Request for Proposal in January to prepare the housing action plan funded by the grant. The City received four responses and LDC, Inc. was selected as the preferred consultant. The final housing action plan must be adopted by March 31, 2021.

Attachments: Resolution No. 2826 and LDC PSA.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$15,000	\$15,000	\$149,595	-134,595
<p>Budget Explanation: Neither the grant funds of \$150,000 nor the expenditure where include in the 2020 budget amendment, which is way the budget balance is shown in the negative. The cost of the consultant contract is 100% paid for by the grant the City received from the Department of Commerce and will net neutral impact on the budget.</p>			

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

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

APPROVALS		
Director: <i>Ryan Johnstone, P.E.</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: <i>March 12, 2020</i> (if applicable):

PROFESSIONAL SERVICES AGREEMENT
for
BONNEY LAKE – SUMNER HOUSING ACTION PLAN

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 24th day of March, 2020, by and between the City of Bonney Lake (“City”) and LDC Inc. (“Consultant”).

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, unless otherwise agreed to as part of this agreement, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

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

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

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

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

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

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

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

to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

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

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

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

12. Indemnification / Hold Harmless

Consultant shall indemnify and hold the City, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, and employees, 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.

13. Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: _____



Neil Johnson Jr., Mayor

By: _____



~~Frank Lemos, President~~

Mark Wilcox, VP

Attachments:

Exhibit A: Scope of Work and Deliverables

Exhibit B: Budget and Rates

EXHIBIT A:

SCOPE OF WORK AND DELIVERABLES

The Consultant shall perform the following scope of work as directed by the City consisting of six main tasks: (1) Project Kick-off Workshop/Project Charter development; (2) Public Participation Plan development; (3) Housing Needs Assessment; (4) Draft Housing Action Plan; (5) Final Draft Housing Action Plan; and (6) Public Meeting/Hearing Process.

Task 1: Project Kick-off Workshop/Project Charter Development:

- A. **Kick-off workshop.** Hold project kickoff workshop with staff from both Bonney Lake and Sumner, as well as key elected representatives (as cities deem appropriate), to discuss project objectives, goals and expectations, guiding principles, and the values/needs/issues for the Housing Action Plan project. We will also discuss the project schedule, deliverables, communication protocols, public outreach methods/opportunities. This process will include setting a schedule for regular check in meetings (typically via phone) with the cities and the LDC/ECONorthwest/PRR team. Meeting minutes will be developed by the Consultant.
- B. **Project Charter Development.** Prepare a short Project Charter to direct the project team through the project. This will ensure that roles and responsibilities for the project are well defined for both cities and the Consultant. It will also include the project schedule, tasks, and key objectives, goals, project expectations, and guiding principles for the project. The draft project charter will be presented to the cities for comment. A final Project Charter will then be prepared by the Consultant.

Deliverable 1.1: Project Kick-off Workshop. The Consultant, in coordination with both cities, will hold a kickoff meeting and develop a Project Charter. The Consultant shall provide a summary of the project kick-off workshop.

Deliverable 1.2: Project Charter Development: The Consultant, in coordination with both cities, will prepare a Project Charter as outlined above.

Deliverable 1.3: Project Schedule: The Consultant, in coordination with both cities, will prepare a defined project schedule.

Task 2: Development of Public Participation Plan

- A. In collaboration with staff from both cities, the Consultant will develop an outreach plan that includes strategies to engage multiple stakeholders, including residents, community groups, builders, realtors, nonprofits/housing advocates, and local religious groups.
- B. In collaboration with staff from both cities, the Consultant will develop stakeholder committee draft invitation. The cities of Bonney Lake and Sumner will invite key stakeholders identified in the public participation plan.

- C. In collaboration with staff from both cities, the Consultant engagement plan for the Planning Commission and City Councils for both cities.
- D. Develop informational materials for the Cities to utilize for events this summer and fall to raise awareness of the project (e.g. Bonney Lake Days, Rhubarb Days, and the City of Sumner's Open House).
- E. Assist the Cities on the development of a webpage using the City of Sumner's public engagement website.

Deliverable 2.1: Public Participation Plan. The Consultant will develop an outreach plan, coordinate with both cities to develop stakeholder draft committee invitations, and development an engagement plan for the Planning Commission and City Councils of both cities.

Deliverable 2.2: Informational Materials. The Consultant will develop a tri-fold brochure and poster to be used by the Cities to promote the Housing Action Plan during the summer and fall of 2020.

Deliverable 2.3: Webpage Content. The Consultant will assist in developing the content for the webpage that will be used throughout the project.

Task 3: Housing Needs Assessment

- A. Consultant will conduct a housing market analysis and detailed housing inventory to understand the economic and financial fundamentals influencing the local housing market. Data will include housing for homeownership, rent-regulated affordable housing (private and public), and low-cost market rentals (often called "naturally occurring affordable housing"). This work will:
 - Identify how many households in each income segment are paying more than 30 percent of their income for housing and transportation costs (cost burdened).
 - Document the number of permanent and limited-term affordable housing units and the number of Section 8 vouchers provided to City residents.
 - Document housing tenure and vacancy trends. It should also identify existing housing for special needs populations.
 - Project population demographics and income levels for the planning period and identify the types and densities of housing, including workforce and senior housing, that are needed for housing suitable and affordable for all demographic and economic segments.
 - Consider underserved categories such as senior independent and assisted living.

In addition, the housing market analysis will evaluate the following factors:

- Regional and local housing trends.
- Projected population growth per 20-year planning horizon.
- Regional employment and wage projections.
- The effects of national/regional demographic and socioeconomic trends on housing need.
- Housing affordability.
- Local housing regulations and policies.
- Jobs/Housing balance
- Jobs/Housing characteristics/similarities/differences between the two cities
- Geographic factors affecting demand for housing (e.g. access to jobs, transportation, educational opportunities, amenities and community services).

This task will also include an inventory of the existing housing supply in the city and immediate region. Understanding the current housing stock— its age, density, tenure, unit count, location, and cost—commensurate with the expected socioeconomic and demographic trends in the region will provide a solid foundation to develop the recommendations. Taken together, the analysis and housing inventory will evaluate the regional demand for housing (based on housing preferences, demographic trends, and affordability) and evaluate the sufficiency of the current housing stock to estimate the gaps in housing. We will calculate these gaps across different price points, housing types, and housing tenures, and will assess the policy implications of the gaps to inform the recommended strategies.

Deliverable 3.1: Housing Needs Assessment. This Consultant will develop a completed Housing Needs Assessment including the information as described within the Task.

Deliverable 3.2: Briefing Materials. The Consultant will assist both cities in preparing briefing documents and PowerPoint slides for each respective council and planning commission.

Task 4: Draft Housing Action Plan

This Task will include four elements including A. data collection and recommendations, B. stakeholder facilitation and engagement, C. stakeholder committee, planning commission, city council, and public review process, and D. development of a Preliminary Draft Housing Action Plan.

A. Data collection and recommendations

Consultant will prepare a list of recommended new tools and identify which of those tools will help minimize displacement. Proposed recommendations will be organized into four areas of consideration:

- Develop three real estate development prototypes in order to assess the viability and impact of various tools on development financials. This will be necessary since many of the tools used in many cities are not mutually exclusive of each other. Creating development financials will help decision makers understand the direction and magnitude of these effects on housing affordability.
- Current City Housing Actions. This list will include inclusion of current housing policies and actions (or refinements).
- Data- and Community-driven Actions: This list of actions will come from work completed in Task 1. Here, we will suggest areas of improvement based on our research and analysis as well as by input from the community.
- Good Housing Practices and Equitable Housing. This list of actions will include tools and policies that should be a part of any cities' housing policy. Generally, it covers a comprehensive framing of a cities' role in supporting market-rate and publicly supported housing with a focus on social equity and anti-displacement.
- "Stretch" Goals. These tools can be considered under special circumstances and typically fall into areas of either special needs or extenuating circumstances.

Potential policy and code strategies and recommendations to include:

- Housing types allowed in current zoning, such as rezones, infill housing, or ADUs.
- Zoning changes to increase housing options to meet needs, such as building reuse or parking regulation changes.
- Zoning or financial incentives to encourage housing variety.
- Revisions to parking requirements, setbacks or open space requirements.
- Incentives or funding for rent-restricted affordable housing, such as refinements to the MFTE program or using publicly owned land.
- Preservation strategies for unrestricted and rent restricted housing.
- A section on legislation and building codes related to tiny houses, possible impacts of allowing these types of housing units within the Cities of Bonney Lake and Sumner, and suggestion on addressing the possible impacts.
- Review of HB 1406 sales tax for affordable housing and options for utilizing dollars including as an incentive for mitigation fee waiver.

B. Stakeholder facilitation and engagement

The consultant will utilize the stakeholder committee for additional guidance or feedback on housing policy legislation and possible updates to city code during the development of information under item A

. Stakeholder committee, planning commission, city council, and public review process

- Hold meeting with stakeholder committee to review policy and code update recommendations for each city. Based on feedback, prioritize items to include in draft housing plan/code update.
- Hold work sessions with Planning Commission and City Council at both cities to review recommended policy and code update recommendations.
- In conjunction with in-person meetings, also provide online participatory methods so the public can engage.

C. Preliminary Draft Housing Action Plan

- Based upon the tasks above, the Consultant will develop the draft Housing Action Plan.
- Draft will be provided to staff/leadership/public for comment and review.
- Identify schedule of programs and actions to implement the recommendations of the housing action plan.
- Hold additional Planning Commission and/or City Council workshops at each city, if needed, to gather revisions/recommendations from decisionmakers.

Deliverable 4.1: Draft Housing Action Plan. The consultant will prepare a complete draft of the Housing Action Plan utilizing the information and process outlined within the Task.

Deliverable 4.2: Briefing Materials. The Consultant will assist both cities in preparing briefing documents and PowerPoint slides for each respective council and planning commission.

Task 5: Final Draft Housing Action Plan.

Based upon the process outlined within Task 3, the Consultant will prepare a Final Draft Housing Action plan to be used during the public hearing process.

- Consultant will prepare a final draft for staff/leadership/public review.
- Meeting with stakeholder committee to review Final Draft (if necessary).
- Consultant will make changes to Plan in response to comments received.
- Final Draft to be provided to both Councils and viewable on each city's websites.

Deliverable 5: Final Draft Housing Action Plan. The consultant will prepare a complete draft of the Housing Action Plan utilizing the information and process outlined within the Task.

Task 6: Public Meeting/Hearing Process

- Refine and finalize policy/code documents for adoption by Bonney Lake and Sumner city councils.
- Prepare materials in coordination with City staff from both cities and attend and present at Public hearings in February/March 2021.
- Consultant to provide support during final legislative process, as requested.
- Adoption of Housing Action Plan.

Deliverable 6.1: Briefing Materials. The consultant will work with city staff from both cities to work with, assist, and present during the legislative process for both cities.

Deliverable 6.2: Final Housing Action Plan. At the conclusion of the public hearing process, the Consultant shall prepare the final version of the housing action plan in both PDF and Word. As part of this process, the Consultant shall provide the finalized GIS data layers used in the Housing Needs Assessment and Housing Action Plan.

EXHIBIT B: BUDGET

The total cost to complete Tasks 1 through 6 are broken out below:

	Estimated Cost	Estimated Hours
Task 1:	\$12,880	70
Task 2:	\$10,920	60
Task 3:	\$42,224	232
Task 4:	\$37,128	204
Task 5:	\$24,310	130
Task 6:	\$19,200	96
Expenses:	\$2,933	-----
Total:	\$149,595	582

Expenses are estimated to be less than two percent of the overall project cost.

The rates are provided below

LDC Inc.	
Clay White	\$195/hour
Todd Hall	\$180/hour
Ian Faulds	\$140/hour
Isaac Anzlovar	\$95/hour
ECONorthwest	
Morgan Shook	\$250/hour
Jennifer Cannon	\$145/hour
PRR	
Lynsey Burgess	\$196.57/hour
Brett Houghton	\$188.45/hour
Lauren Foster	153.84/hour
Ashli Blow	\$157.25/hour
Nino Mascorella	\$110.25/hour
Christine Kelly	132.04/hour