CALL TO ORDER – Mayor Neil Johnson

A. Flag Salute:

B. Roll Call: [A1.3]

Elected Officials: Mayor Neil Johnson, Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cheryle Noble and Councilmember Jim Rackley.

[Staff expected to be in attendance: Administrative Services Coordinator Don Morrison, Public Works Director Daniel Grigsby, Planning & Community Development Director Bob Leedy, Interim Police Chief Buster McGehee, Judge Jim Helbling, City Attorney Jim Dionne, and City Clerk Harwood Edvalson.]

C. Announcements, Appointments and Presentations: [A3.6.9]

1. Announcements:
2. Appointments:
3. Presentations:

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: [A3.6.12]

1. CANCELED - Public Hearing – AB06-12 – Resolution 1524 – Home Depot Latecomer Agreement.

B. Citizen Comments: [A1.5] -

You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the “Consent Agenda” should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated speakers representing a group may take up to 10 minutes on matters of general City business.
C. **Correspondence:**

III. **COUNCIL COMMITTEE REPORTS:** [A3.6.4]

A. **Finance Committee**

B. **Community Development Committee**

C. **Public Safety Committee**

D. **Other Reports**

IV. **CONSENT AGENDA:** [A3.6]

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.


B. **Checks/Vouchers:** Accounts payable checks/voucher #42866 thru 43037 in the amount of $1,280,695.38. Accounts payable checks/voucher #43038 thru 43093 for utility refunds in the amount of $4,273.80. [F4.9]

C. **Payroll:** Payroll for January 16-31, 2006 for checks 24570-24618, including Deposits and Electronic Transfers in the amount of $375,346.78. [F4.9]


E. **AB06-23 – Resolution 1528** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Hughes Supply, Inc. For Leak Detection Services. [O4.10.1]


G. **AB06-21** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Canceling the June 20, 2006 Council Workshop. [A1.1.2] [A3.6.10]

H. **AB06-29** – A Motion of the City Council Of the City of Bonney Lake, Pierce County, Washington Approving Out-of-state Travel and Training in Tampa, FL for Sgt. Sasaki. [A3.6.10] [A4.9]

V. **FINANCE COMMITTEE ISSUES:**

A. **AB06-25 – Resolution 1530** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Interlocal Agreement With The Sumner School District, City Of Bonney Lake And City Of Sumner Relating To The Continued Operation Of A Joint Recreation Program. [O5.7]

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

A. Quasi-judicial Action

AB06-27 – A Motion of the City Council Of the City of Bonney Lake, Pierce County, Washington, Approving And Adopting The Hearing Examiner’s Findings, Conclusions And Conditions Of Approval For The Orchard Grove Preliminary Plat. [A3.6.10] [O3.6.3]

IX. EXECUTIVE SESSION: RCW 42.30.110(2) - “Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded.”

X. ADJOURNMENT

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

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact:  
Gary Leaf, Asst. PW Director

Council/Wrkshp Mtg Date:  
February 14, 2006

Agenda Bill Number  
AB06-15

Ordinance Number:  
1179

Resolution Number:  

Councilmember Sponsor:  
Deputy Mayor SWATMAN

BUDGET INFORMATION

2006 Budget Amount

Required Expenditure

Impact

Remaining Balance

Explanation:

Agenda Subject: AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 19.06 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NOS. 1018 AND 1157, RELATING TO PARKS IMPACT FEES.

Administrative Recommendation: Support adoption of the new ordinance.

Background Summary: This raises the Park Impact Fee from the current $2,000 to the highest allowed amount of $2,893. This fee was calculated jointly by P&CD Planning Manager and the Assistant PW Director.

--These additional funds are needed because the City intends to apply for Interagency Committee (IAC) grant funding for the Fennel Creek Trail and a new ball field on the Moriarty property. IAC grants require a 50% match from the applicant. If park impact fees are below what they could be then these projects may be delayed or these matching funds will need to come from Real Estate Excise Tax or other General Fund revenue. This in turn could result in less money for streets, sidewalks, street lights, street sign, and other street maintenance and capital projects. Also competing for the same General Fund revenue will be new police officer hires and their associated equipment increases; new City staff facilities and parking; etc...

--Additions to the Park Element of the Comprehensive Plan are being developed by the Park Board for 2006 adoption. It is highly likely these changes will increase the maximum park impact fee substantially more than $2,893. However, the Park Board recommends raising the fee to the highest level allowed at this time, since it will take another eight to ten months to update the plan. It is important to adopt the higher fee before the construction season is over this year or significant revenue will be lost.

Council Committee Dates:  
Finance Committee:
Public Safety Committee:
Community Development & Planning Committee:
Council Workshops:

Commission Dates:  
Planning Commission:
Civil Service Commission:

Board/Hearing Examiner Dates:  
Park Board: 12/13/05, 1/10/06, 2/14/06
Hearing Examiner:

Council Action:
Council Call for Hearing: 2/7/06  
Council Hearings Date: 2/14/06

Council Referred Back to: Workshop: Committee

Council Tabled Until: Council Meeting Dates:

Signatures:

Dir. Authorization  

Mayor

Date City Attorney Reviewed: 8/11/05

M:\AGENDA BILLS\2006\gb\AB06-15 Increase Park Impact Fees.doc
ORDINANCE NO. 1179

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 19.06 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NOS. 1018 AND 1157, RELATING TO PARKS IMPACT FEES.

WHEREAS, the Council desires to increase the parks impact fee in order to provide adequate funding for planned park improvements necessitated by new growth in the City;

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

Section 1. BLMC section 19.06.050 and the corresponding portions of Ordinance Nos. 1018 § 1 and 1157 § 1 are hereby amended to read as follows:

19.06.050 Impact fee and establishment of service area.

A. Subject to the provisions of BLMC 19.06.060, the parks impact fee assessed pursuant to this chapter shall be $2,000 2,893.
B. The impact fee set out in subsection A of this section shall be updated annually at a rate adjusted in accordance with the Engineering News Record (ENR) Construction Cost Index for the Seattle area, using a June-June annual measure to establish revised fee schedules effective July 1st of the current year.
C. For the purpose of this chapter, the entire city shall be considered one service area.

Section 2. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this 28th day of February, 2006.

______________________________
Neil Johnson, Mayor

ATTEST: APPROVED AS TO FORM:

______________________________
Harwood T. Edvalson, CMC, City Clerk

______________________________
James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:
Memo

Date : February 14, 2006
To : Mayor Johnson and City Council
From : Assistant Public Works Director
CC : Don Morrison, Bob Leedy
Re : Park Impact Fees

In 2005 the City Council approved an amendment to the City’s Comprehensive Plan to include the recent purchase of the Moriarty property. That change to the plan allows park impact fees to be used in part to purchase that property along with other items in the Park Plan.

Impact fees are based upon the estimated cost of four key park needs identified in the Park Plan: neighborhood parks, community parks, trails, and a civic center. The cost for each component is translated into a cost per capita and then multiplied by 2.96 which is the ratio of persons per household in Bonney Lake as stated in the City’s Comprehensive Plan. The costs are unique to Bonney Lake’s situation and park needs. The total impact fee is equal to the sum of the parts.

The charts on the following page depict the breakdown of the components of the park impact fee included in last year’s update to the plan. Council may increase the fee from the current level of $2,000 to the maximum fee of $2,893 or some number in between.

The Park Board is currently reviewing additional updates to the park plan that will undoubtedly increase the park impact fee even further. The most significant changes are in the cost of land acquisition and a refined estimate of the construction cost for the Fennel Creek Trail. The Park Board’s review of the park plan will continue for the next several months. Because of the lengthy public review process as dictated by the Growth Management Act the new update will likely not be completed until late in 2006 or early 2007. In order to avoid a permanent and substantial loss of funds the Park Board recommends that the park impact fee be raised to the current maximum level at this time before the busy building season gets underway.

The additional funds are needed because the City intends to apply for IAC grant funding for the Fennel Creek Trail and a new ballfield on the Moriarty property. IAC grants require a 50% match. If park impact fees are below what they could be then more matching funds will need to come from Real Estate Excise Tax or other General Fund revenue which would then “crowd out” street or other projects. Before any changes can be made to impact fees the Council must arrange a public hearing before making a decision. Upon making a decision, implementation of any adopted changes to the fee can be done following a 30-day waiting period.
Call to Order:
Mayor Neil Johnson called the January 17th Council Workshop to order at 5:34 p.m.

Roll Call:
Also in attendance were Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cheryle Noble, and Councilmember Jim Rackley.

Staff members attending were Administrative Services Coordinator (ASC) Don Morrison, Public Works Director Dan Grigsby, Planning and Community Development Director Bob Leedy, Interim Police Chief Buster McGehee, Senior Human Resources Analyst Jennifer Young, City Attorney Jim Dionne and City Clerk Harwood Edvalson.

Announcements:
Mayor Johnson advised the Council that Agenda Item #7 regarding the Downtown Plan Review Committee is not intended to be an action item this evening. He also noted that Rebecca Giles from the Bonney Lake-Sumner Recreation Department is not yet present, and announced that the Council would begin the meeting with the WIFI discussion.

Agenda Items:

1. Presentation: WIFI Update.

Administrative Services Coordinator Morrison informed the Council that the WIFI company, Vivato, had lost its venture capital financing and would no longer be providing sales or service for its products. He added that the ‘proof of concept’ phase had also been difficult and incomplete, causing interference with police radio equipment. ASC Morrison reported that Information Technology Coordinator McEwen has recommended retaining some equipment to service the Allan Yorke Park area.

In general, the City Council expressed concern that they had not been kept better informed of developments. They requested additional information on expenditures and contractual obligations. Mayor Johnson said the staff would prepare more detailed information for presentation to the Council at the next workshop.

2. Presentation: Rebecca Giles – Sumner/Bonney Lake Recreation Department.

Rebecca Giles distributed a report to the City Council, and summarized the history, including funding and staffing, of the combined recreation department. She said the program is self-
supporting with 4 full-time programmers and one full-time secretary. She said the department operates an average of 55 programs per quarter, and that all programs are housed at Sumner School District facilities. Ms. Giles responded to Council questions about fees and charges and the future of the swimming pool. She said that the costs for the programs are competitive, and noted that residents outside of Bonney Lake and Sumner city limits must pay an additional five dollars per program. She said there was a commitment on the part of the School District to operate the pool until one of the major systems fails. She said it has been determined that extensive repairs and renovation are too costly to anticipate long-term continued use of the pool. She said there appears to be popular support for the pool, but little hope in funding the $6,000,000 price tag to replace it. The Council thanked Ms. Giles for her report and the work of the department.

3. Director’s Reports.

Mayor Johnson thanked the Council for agreeing to the addition of this new part of the workshop agenda.

Administrative Services. ASC Morrison informed the City Council that a schedule for publication of the Bonney Lake Reporter/Council Corner is being developed. He invited immediate input for inclusion in the February utility bills. Councilmember Noble asked for clarification regarding whether the boards and commissions would be able to submit articles to the newsletter. Mayor Johnson said any of the boards and commissions would be welcome.

ASC Morrison reminded the Council that the weekend of February 18th is planned for a retreat. He also mentioned scheduled meetings at the Cities Legislative Action Conference scheduled for January 25th-26th in Olympia. In addition to meetings with state legislators, Councilmember Hamilton asked if an appointment could be arranged with Secretary of Transportation, Doug McDonald. Mayor Johnson said staff will work on arrangements.

ASC Morrison reported on the current budget process. He said the Mayor is working on a reorganization of administration for the City and hopes to have it for discussion at the next workshop. Mayor Johnson said he hopes to have materials to the Council well in advance of the workshop.

Police. Interim Chief McGehee said the business phone issue is being worked on and that Sumner has agreed in principal to answer the Bonney Lake business calls. He said he is waiting for a call from QWEST regarding the upgrade of the department phone system.

Chief McGehee said lateral officer oral boards were conducted last week. He reported that School Resource Officer Kearney attended the Bonney Lake Youth Forum.

Chief McGehee said that he is working with IT Coordinator McEwen on an internet based system for filing minor police reports. He concluded by reporting that the Annual Report will be completed by February 1st.

Councilmember Rackley asked if there will be a citizen’s academy this year. Chief McGehee said the department is working on a date and curriculum.

Planning and Community Development. Director Leedy confirmed that the Home Depot Store will not open tomorrow or the next day. Mayor Johnson said store representatives are projecting a soft opening for February 22nd and a general opening for February 23rd.
Public Works. Director Grigsby reported that a lower price for manufacture and installation of the signage at Ascent Gateway has been received, but must still be advertised. He reported that necessary use agreements have been obtained on critical South Prairie Road properties to allow the widening and improvement project to move forward. He said the project will be advertised in February with the hope that construction will be completed before the start of the 2006-2007 school year.

Director Grigsby also reported that the street sweeper has completed one complete pass along SR410 and will be run every chance the weather permits. He praised his crew for their work on the recent sewer line breaks, and said the incidents highlight the need for a more aggressive sanitary sewer maintenance program. He concluded by mentioning the 2006 department goals and objectives that he emailed to the Council.

Deputy Mayor Swatman asked about the delays on the South Prairie Road project. Director Grigsby said the project was delayed about 18 months by reluctant property owners and the due process required of the city to condemn some of the properties and obtain possession and use agreements. Deputy Mayor Swatman asked if the City was required to report the sewer line breaks. Director Grigsby said because there were no spills, the City was not required to report them, but had done so anyway to the Department of Ecology and the Department of Health. Councilmember Rackley said it was refreshing to read in the papers where the City had handled these problems judiciously and professionally.

Councilmember DeLeo asked if the public would be able to request street sweeping at locations not on the City’s regular schedule. Director Grigsby replied that the website schedule will include an invitation to call the department with specific requests. He added that the City does not generally do streets without a curb, but will consider specific requests.

Councilmember King asked about the City’s efforts to re-ditch along some streets. Director Grigsby said that the department has proposed some projects, but needs to acquire specialized equipment through the budget process to pursue them. Councilmember King added that he is concerned for the health of Bonney Lake and Lake Debra Jane. He suggested that projects benefiting these lakes and their water courses should be a high priority.

Councilmember Bowen asked if the City owned the video equipment needed to examine its sewer lines. Director Grigsby said the City has push equipment that can do about 100 ft. of line. He said more extensive monitoring must currently be hired-out. He said the department was doing a cost-benefit analysis on the purchase of equipment. Councilmember Bowen expressed concern that there may be other potential breaks undiscovered in the system. Director Grigsby said his department is concerned, too, and will be working on a more extensive maintenance and survey program.

City Clerk’s Office. City Clerk Edvalson said his office is currently conducting an inventory of records in the archive trailer. He added that he is reviewing the State Attorney General’s recommended policies for public disclosure to determine where improvements to the City’s policies can be made. He said his office is also assisting the Mayor’s Office with details for the Town Hall Meetings, Council retreat and Council pictures.

Councilmember DeLeo asked if the Council will see the department budget requests before they are compiled into the city budget. Mayor Johnson said the budget will include an appendix with all the
department budget requests. Councilmember DeLeo also asked if street patches on Inlet Island will be smoothed. Director Grigsby said he will review the situation.


Windermere Meeting. Councilmember Rackley asked about the scheduling of a meeting at the Windermere Real Estate Offices. Mayor Johnson said the meeting is scheduled for February 2nd at 9:30 a.m. and will include himself and Councilmembers Hamilton, Noble and Rackley.

City Hall Property and Trail Head. Deputy Mayor Swatman said that in the Council’s deliberations over what will be done with the city hall site adjacent to Target, consideration of the establishment of a trail head for the Fennel Creek Trail should be included. He encouraged the establishment of an easement for the trail regardless of the future disposition of the property.

Ward 3 Walking-Tour. Responding to Councilmember DeLeo’s question, Director Grigsby reported that he and City Attorney Dionne walked the neighborhood below Bonney Lake Elementary School containing the outfall of Lake Bonney to see the water flow during the recent rains. He said there was no noticeable water coming from the Larios property. He said that one home had some ponding in the back yard due to a swale or depression on the property. He added that the pipes seem to be handling the overall flow. He surmised, however, that during a heavy downpour the pipes may back up. Councilmember Rackley said the Community Development Committee will discuss the topic at their meeting on January 18th. Asked to comment by Mayor Johnson, Director Leedy said the stormwater drainage that needs to be studied appears to be the portion downstream of Locust Drive to Fennel Creek. Director Grigsby said there is a budget request for funds to do a stormwater drainage basin study in that area and for the Lake Debra Jane outfall. Councilmember Hamilton asked if the money proposed in the budget was adequate for the drainage studies. Director Grigsby responded that he believes it is.

At 6:54 p.m., Deputy Mayor Swatman moved to recess for 10 minutes. Councilmember Noble seconded the motion.

Motion approved 7 – 0.

Mayor Johnson reconvened the meeting at 7:09 p.m. and resumed the Council Open Discussion.

Issues to Convey to Legislators. Councilmember King suggested the Council come to some consensus on the issues that the Mayor and Councilmembers attending the Association of Washington Cities Legislative Action Conference should discuss with state legislators. He urged the Council to read the Legislative Bulletins prepared by the AWC. Issues such as the possible pre-emption of City zoning and planning authority, national sales tax and local sales tax streamlining were briefly mentioned. City Attorney Dionne reminded the Council that they cannot use City facilities to favor or oppose legislative ballots. He described the public process the Council might use to adopt a resolution on a specific issue, and offered to draft a non-binding resolution. There was general consensus that there was insufficient time to pursue resolutions taking official positions for this year’s legislative session.

Meeting with Dave Reichert. Mayor Johnson mentioned his upcoming meeting with U.S. Representative Dave Reichert, and invited input for his discussion.

Council Retreat. Mayor Johnson outlined a proposal for the Council retreat on February 17th – 18th. There was consensus not to have a detailed discussion of the budget, but to do more
planning. When asked how long the retreat should be, Councilmember King suggested that it be from Friday afternoon to Saturday evening. He said he thought the Council would use this retreat for planning, and have another retreat to flesh out the budget impacts and plans for implementation. Councilmember Noble said she feels this retreat needs a mix of both because the Council’s plans will impact the budget preparation. Mayor Johnson said he wanted to use the retreat to discuss a vision for the City, get consensus to move forward as a unified group, and then allow staff to take the budget and flesh it out. Councilmember DeLeo asked if a walking tour of Olympia might be arranged for Sunday morning. Councilmember Johnson said he will attempt to make contacts for those who want to do a walking tour.

2006-2011 Pierce County Transportation Improvement Program. Mayor Johnson asked if the Councilmembers are interested in reviewing the Pierce County TIP. He added that he had asked Administrative Services Coordinator Morrison to review the document and extract projects that impact Bonney Lake. There was general consensus to limit their study to what ASC Morrison prepares.

Trash from Spa City. Councilmember Rackley asked if there was administrative follow-up to the letter about trash from Spa City. Director Leedy said a citation is running at $1,000 per day. Mayor Johnson noted that the trash is actually cleaned up for now. Councilmember DeLeo asked about the mechanism for “turning off” a citation. Director Leedy said that staff will note the cleanup is complete, but will reinstitute the citation if a situation develops again.

5. Review of Minutes: January 3rd Council Workshop and January 10th Council Meeting.

Councilmember DeLeo asked that the reference to selling the cul-de-sac in the January 10th draft minutes be corrected to mention the sale of the City-owned lot to the neighbors. He also asked about Mr. Decker’s comments regarding water hook-ups. Director Grigsby explained that the City has insufficient staff to do all the water-line hook-ups. He added that licensed contractors are doing the hook-ups with City inspections.

Councilmember DeLeo asked that a statement be inserted on page 5 of the January 10th draft minutes referencing his comments during the meeting that the Public Safety Committee had reviewed legislation several months ago from other cities severely limiting the location of housing for sex offenders. He said the Committee had decided to allow the state to first come to some resolution of the issue.


Director Grigsby said the department’s staff was fully involved in the sewer breaks last week and were, therefore, unable to fully prepare for this discussion. He said that the staff has brainstormed about the milestones that will have to happen to bring this district to fruition. He added that Assistant City Engineer Budzynski will be coordinating the staff work on this issue.

Councilmember Bowen disclosed that he is a property owner in the area and asked if he can participate in discussions about this district. City Attorney Dionne said Councilmember Bowen can participate in the discussions, but probably should not vote if it comes to a vote in the future. Deputy Mayor Swatman said he hopes that the whole area will be improved, not just the north half or the south half. Councilmember Hamilton said the project should be designed along the lines proposed by developers in the area, but not so close that it can’t fit the plans of other developers as needed. Councilmember Rackley suggested that the City’s utility improvements be coordinated with other utilities in the area. Deputy Mayor Swatman warned the Council that a
successful improvement district would immediately open up the area for superficial development
that will delay more substantial and desirable projects. He suggested that the area plan may need
revision to avoid the proliferation of strip malls and espresso stands.


Mayor Johnson said this item is not an action item. Director Leedy explained that the Downtown
Plan Review Committee flows from action last September adopting interim zoning for the
Downtown. He said the information packet included with the agenda gives a feel for what has
evolved for a downtown group. Councilmember Noble observed that the current committee list
includes many business representatives and few representatives of the residents in the Downtown.
Deputy Mayor Swatman said that the Council’s determination on what to do about a civic campus
will have a direct bearing on the direction for development of the Downtown. There was general
consensus to delay discussion of this item until the Council could discuss the disposition of a
civic campus at their upcoming retreat. Councilmember King questioned the appropriateness and
potential conflict of having a Councilmember on the Downtown Review Committee. City
Attorney Dionne said there is no appearance of fairness issue involved at this point, because of
the committee’s ad-hoc nature, and because there is no action contemplated while the committee
is constituted. Deputy Mayor Swatman likened it to his role on the trail’s committee. He said he
tried to help provide guidance if the committee strayed too far one way or the other. Mayor
Johnson observed that he was unaware there was a downtown group holding meetings until
recently.

8. Discussion: AB06-10 – Civil Service Commission.

Administrative Services Coordinator Morrison said that Councilmember Rackley was contacted
by Civil Service Commission Chairman Dalton about increasing the size of the Commission. He
said the survey included in the Council meeting packet assembled by Chief McGehee indicates
that the majority of cities have 3 commission members. He added that there are cities with five or
some other number. He said the Chairman’s concern was with the potential for violation of the
Open Meeting Act when two of the three commissioner’s carpool to the meetings. He said the
Chairman also expressed concern about gathering a quorum for meetings. Councilmembers
discussed the pros and cons of this request.

Referencing his three years experience on the Civil Service Commission, Councilmember
Hamilton said they struggled at times to have a quorum for meetings. He said that a strong
Secretary can do much toward helping the Commission schedule meetings. He asked about the
status of the Commission’s Secretary. ASC Morrison said the Commission has asked for a
change, but has put this on hold. Councilmember DeLeo asked if it is common to pay Civil
Service Commissioners. City Attorney Dionne responded that it is against state law to
compensate commissioners. He added that they may be reimbursed for expenses. There was a
majority consensus of the Council to pursue no further action on this request.

9. Executive Session: Under authority of RCW 42.30.110(1)(g)(i), Mayor Johnson announced the
City Council will meet in executive session to discuss labor negotiations and property acquisition.
He said the duration will be 45 minutes. The executive session started at 8:20 p.m. The session
concluded at 8:49 p.m.
10. Adjournment

At 8:49 p.m., Councilmember DeLeo moved to adjourn the meeting. Councilmember Noble seconded the motion.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.

Documents submitted for/at the Council Workshop of January 17, 2005:

- Bonney Lake/Sumner Recreation Department – Council Workshop Report-January 17, 2006
  – Rebecca Giles, Director.

[Clerk’s Note: The first approximately 90 minutes of the meeting were not recorded as the result of an inadvertent error.]
I. CALL TO ORDER — Mayor Neil Johnson called the meeting to order at 6:15 p.m.

II. INTRODUCTIONS - Mayor Johnson introduced the Councilmembers and City staff in attendance.

Councilmembers: Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Cheryle Noble and Councilmember Jim Rackley. Mayor Young noted that Councilmember Dave King is representing the City at a Pierce County Regional Meeting this evening.

Staff: Administrative Services Coordinator Don Morrison, Director of Planning and Community Development Bob Leedy, Public Works Director Dan Grigsby, Assistant Public Works Director Gary Leaf, Interim Police Chief “Buster” McGehee, Police Sergeant Ron Sasaki and City Clerk Harwood Edvalson.

Mayor Johnson invited Councilmembers to comment before starting the discussion. Councilmember Rackley told attendees that the Council is there to listen to the public input and understand what the public vision is for the City. Councilmember Noble added her welcome and said that what the public says does matter.

III. DISCUSSION TOPICS:

A. What are the three biggest concerns you have about Bonney Lake as it is today? The audience gave the following responses:

1. Improve financial accountability and transparency
2. Becoming South Hill
3. Transportation
4. Tree preservation
5. WSU Forest
6. More public involvement
7. Lack of Information
8. Downtown
9. Fennel Creek Corridor
10. Accommodating Cascadia
11. Return the 9-1-1 dispatch to Bonney Lake
12. Improving communication and rapport with customers
13. Person answering the phones doesn’t have the answers
14. Use City Newsletter for more information on upcoming events and meetings
15. Use Email to get information to people  
16. Have a central place to find out what's happening  
17. Coordination with County to address nearby concerns with noise, trash, etc.

B. What are the three biggest fears you have about the future of Bonney Lake?

1. Bonney Lake becomes a wide spot in the highway  
2. Uncontrolled growth  
3. Loss of green spaces & open spaces  
4. Congestion – impacts of noise and congestion on Fennel Creek Corridor  
5. Safety of travel in and out of neighborhoods  
6. Downtown becoming a slum  
7. Increased annexation  
8. Cascadia and Falling Water Impacts  
9. WSU Forest  
10. Water Quantity and Quality  
11. Overbuilding in an economic downturn  
12. Not enough dollars to accommodate services for all the growth  
13. Ensure quality schools grow with the population  
14. Not enough arterials off the plateau  
15. Minimize big box stores  
16. Not enough parking for Downtown  
17. Is there balance between commercial and residential? Need for balance.

C. How would you like the following commercial areas of Bonney Lake to look in 20 years? *Downtown *Midtown *Eastown

1. Interconnect all areas with trails or sidewalks  
2. Bus system or shuttle between the three areas  
3. Street lights

D. What type of businesses would be appropriate in the Downtown Core?

1. No tattoo, strip clubs and no casinos  
2. Want to see little cafes and coffee houses  
3. Become a destination location – use current location to build identity  
4. Get businesses to conform to current design standards

Mayor Johnson said the challenge will be to work with small businesses in a cooperative effort, providing assistance from the City through incentives. Asked to define the Downtown area, Director Leedy said the area is currently somewhat amorphous. Administrative Services Coordinator Morrison mentioned University Place as an example of a Downtown program of partnering with businesses to develop a themed façade program. Mayor Johnson said that Auburn is an example, too. He said it will take cooperation to maintain the quality of life. He added that parks and open space equal quality of life. Councilmember Noble said the process takes time. She used the development of Kent Station as an example of an effort to
define and develop a downtown area.

E. What types of business are important for Bonney Lake to attract in the next 5 years?

1. Don’t mix in too many types in one area. Use Kirkland as a model.
2. No tilt-ups in Midtown; maybe in Eastown.
3. Midtown needs more restaurants; a lot of interest in restaurants
4. Business centers or tourist areas seem to attract restaurants
5. Need for hotel – perhaps Midtown area
6. Need for senior housing and assisted living centers
7. Multi-family housing and multi-generational types of housing in Eastown
8. Extended learning centers perhaps in Eastown

Mayor Johnson pointed out that restaurants generally follow specific markets. He said the trade area takes in more than Bonney Lake.

F. How important and appropriate is it to you for Bonney Lake to develop a civic center campus in the Downtown area, keeping the public safety building, library, post office, city hall and community center all in close proximity?

1. Centralize them – maybe Downtown
2. If Downtown to grow- City must start it –Need new post office with parking
3. Put the civic campus downtown; city should help develop properties for sale
4. City Hall needs to be Downtown, not by Target
5. City Hall should be where it has a view of Mt. Rainier
6. Use some of the City’s property near Target for a trail head

Mayor Johnson gave a brief history behind the acquisition of the property near Target. He said the deciding factors for him were a good price and the potential to develop a joint civic and recreation/community center.

G. How important is it to you to have a trail and/or sidewalk system in the City that connects key points such as, schools, parks, shopping, etc.

1. Need for a connecting trail to Downtown
2. A trail/sidewalk system is very important
3. Sidewalks may solve some other transportation problems in the City
4. Further bus system development needed
5. Get more information out to the public
6. Make sidewalks and trails around schools/crosswalks a priority
7. Explore grants for these projects; use a grant writer
8. SR410 too dangerous for traditional sidewalks
9. Pedestrian overpass over SR410 from the park-n-ride
10. Need for underground parking in Downtown
11. Old residential area in Downtown should be zoned commercial
12. Possible expansion of current city hall site
H. What would you like to see done with the WSU Demonstration Forest Property?
   1. Leave it as is
   2. Some use might be appropriate if many of the trees are preserved.

I. Open Discussion with Councilmembers and Staff at Displays.

   Mayor Johnson invited attendees to leave their email addresses and signup for further information.

IV. ADJOURNMENT

   By common consent, the Council adjourned the meeting at approximately 8:00 p.m.

Harwood T. Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.
I. CALL TO ORDER – Mayor Neil Johnson called the meeting to order at 6:10 p.m. in the Lakeridge Middle School Commons, 5909 Myers Rd. E., Bonney Lake.

II. INTRODUCTIONS - Mayor Johnson introduced the Councilmembers and City staff in attendance.

Councilmembers: Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, and Councilmember Cheryle Noble.

Staff: Administrative Services Coordinator Don Morrison, Director of Planning and Community Development Bob Leedy, Public Works Director Dan Grigsby, Assistant Public Works Director Gary Leaf, Interim Police Chief “Buster” McGeehe, Police Lieutenant Tom Jenkins and City Clerk Harwood Edvalson.

III. DISCUSSION TOPICS:

A. What are the three biggest concerns you have about Bonney Lake as it is today? The audience gave the following responses:

1. Too much commercial growth in the area
2. Need more sidewalks
3. High utility rates
4. Need for better city planning and design for traffic, growth, etc.
5. Traffic
6. Insufficient infrastructure to sustain growth
7. Schools
8. Need a pedestrian friendly city
9. Too much duplication of services in the area
10. City leaders that work to get citizen trust
11. Too many drugs, mail theft and ID theft
12. Need for parks and recreation
13. Lack of citizen communication on the WSU Forest
14. City involvement in the Fennel Creek Corridor

Councilmember DeLeo spoke in favor of keeping the current land use designation for the WSU Forest. Councilmember Hamilton said the City is still looking at the property, but said it might be used for public facilities purposes. Councilmember Noble said the citizens want to know the decision process for the WSU Forest
property. Director Leedy said that an application for a change in land use and resultant Comprehensive Plan Amendment has been filed. He said a draft environmental impact statement is required. He said the statement will be published for public review and comment before a final EIS is issued. He said the process is a long one, and that the City Council will make the final decision.

Asked to explain the Growth Management Act, Director Leedy said the GMA was adopted by the legislature in 1990 as a reaction to a citizen’s initiative to put controls on growth. He said it is a two-edged sword for Bonney Lake. It provides tools for the City to control growth and make sure it is concurrent with the ability to serve that population, but it also establishes urban growth areas allowing the County to determine what areas outside the cities will be allowed to grow. He said it has allowed the County to establish special areas such as Cascadia. He concluded by saying that this act has created a fairly substantial bureaucracy at the state level that pretty much dictates what cities can and can’t do. Councilmember Del.co said the WSU Forest is his most passionate issue. He gave a brief history of the property and summarized its historical uses and the more limited uses now allowed by WSU.

25.36

B. What would you like to see done with the WSU Forest property?

1. Keep it the same
2. Protect it like the Fennel Creek Corridor
3. Make it a huge park
4. Need balance; show some respect for Weyerhaeuser; adds to identity of area
5. Use for medical facility
6. Boys/Girls club uses to promote nature
7. Have developers help pay for preservation
8. Make the forest safe for all users; couches and junk behind the theaters
9. Publicize uses and availability of forest for public use

36:28

C. What are the three biggest fears for Bonney Lake?

1. Unregulated growth
2. Blatant disregard for speed limits; growth of crime in general
3. Police speeding on Myers Road
4. Stop giving a pass for commercial development; side with trees & air
5. Require maintenance of landscaping in commercial developments
6. Bonney Lake becoming one big square of pavement
7. Want to see smaller businesses for a pedestrian-friendly city center
8. The soul of Bonney Lake will be paved over
9. Need for limits on allowed square footages of commercial developments

Property owners outside the City limits, but adjacent to Home Depot expressed strong dissatisfaction with the approval process for this project. They noted that they had hoped for annexation to the City, but that the process had been derailed. Deputy Mayor Swatman suggested that he and other Councilmembers would speak with these residents about their specific issues after the meeting. He also said that limiting the size of commercial developments has its pros and cons. A suggestion
was made from the audience that boards could be posted at the library or elsewhere to allow straw votes on various issues.

D. What do you want to see in the Downtown, Midtown and Eastown?

1. A YMCA in Midtown or Eastown
2. Civic Campus for the Downtown
3. Preservation of views along SR410
4. Components should be those of which the public would be proud
5. Limit apartment complexes; pride in ownership – concern for crime
6. Motels and upgraded family restaurants
7. Don’t want high density in Eastown
8. High-end condos acceptable
9. Pedestrian oriented, multi-use Downtown; civic corridor
10. Create a Mainstreet USA; consult other cities
11. Use a strict architectural committee; give density breaks for senior housing
12. Need multi-generational housing
13. Pedestrian friendly – walkability for Downtown
14. Get people off of SR410 – reduce traffic; provide for better access

Councilmember DeLeo said he envisions the Downtown being more like downtown Puyallup. Councilmember King held up the NW Landing in Dupont as an example of a vision for Bonney Lake. He suggested condos and town homes that have different architectural details, but allow for private ownership. He said access and parking is in the back along alleys.

E. How important is it to you to have a trail/sidewalk system that connects all areas of the City?

1. Very important
2. Preference for extended asphalt with bike lane; easier for street sweeper
3. Need for sidewalks on Myers Rd.

Mayor Johnson said that the City has already been working on a trails and sidewalk plan. He said that the Non-motorized Transportation Plan will be up for review at a workshop in February.

Marilee Hill-Anderson spoke on behalf of the students participating in the recent Youth Forums. She said the most identified needs are for sidewalks, street lighting and street safety. She added that curbs are needed to help with pedestrian safety. She encouraged the Council to review the documents from the Youth Forum before their retreat.

Councilmember King pointed out that the Police Department has a street of the week for added traffic enforcement and that the City has a Traffic Calming Program. He said the City may need more police and more court staff to really impact the
speeding concerns

F. Open questions from the audience.

Will the Council vote on the WSU Forest be public? Mayor Johnson responded that it will be a public vote. He encouraged attendees to provide their email addresses to receive future meeting agendas.

Is there further work being done on the polo grounds at the Kelly Creek Farm? Director Leedy said that polo is only a temporary use of the property.

What happened to the proposed annexation of the Fennel Creek area? Director Leedy explained that the County and City had agreed that it made sense to have this area included in the City’s Urban Growth Area. He said the 1000 Friends of Washington filed with the Growth Management Hearings Board to block the action. He added that the County Council reversed themselves and removed the area from the City’s UGA. He said this impacted not only the Fennel Creek area, but other areas that would have served to square off the City’s boundaries, like the properties adjacent to the Home Depot.

What’s being done with the Old Fire Station along Locust Avenue? Councilmember King explained that the property was bought at auction from the previous owner who had done nothing with the property. He said the current owners have announced their intention to short-plat the property, which has been approved in concept by the Lake Debra Jane Homeowners Association. He said that everyone is now waiting for the property owners to move forward. He noted that the owners have secured the property which is an attractive nuisance. He added that the City continues to monitor the property’s condition as a public nuisance.

What is going on with the old cement structure along Old Sumner Buckley Highway across from the Public Safety Building? Councilmember King said the present owners of the property have submitted a preliminary plan to turn that building into what it was intended to be. He said they own several adjacent properties and appear willing to work with the City to conform to the Downtown plan, or implement it on the properties that they own.

Why doesn’t Bonney Lake get a Trader Joe’s or some of the other specialty stores. Deputy Mayor Swatman said the City will be trying to market itself. Mayor Johnson said that many of these types of stores follow specific markets. He said, however, that circumstances often require a City to market its demographics and market strengths in order to get the City on the radar screen. He said the Downtown economic analysis that is planned will help with this effort.

What is being done about the property at 7605 Myers Rd? There is a problem with junk and garbage that’s starting to smell. The residents have no refuse service and are accumulating garbage in the back yard. Mayor Johnson said he will have Code Enforcement look at it.
When will the traffic issues at SR410 and South Prairie Road be fixed? Director Grigsby said that construction of improvements there have been delayed over attempts to negotiate the acquisition of right-of-way. He said the needed access has now been acquired, and that construction should begin later this year. He said he hopes it will be complete before the start of school in the fall. He said the project will include sidewalks and street lighting.

Comment was made from the audience about the need for sidewalks and street lighting at the intersection of Angeline and Old Sumner Buckley Highway. Additional comment was made about the need for more entertainment-based business in Bonney Lake.

What’s happening with the cleared and vacant area across from Target? Director Leedy said that there has been discussion of putting in apartments behind Target. He said there is no application yet for the cleared property closer to SR410.

What’s happening with the Moriarty property? Assistant Public Works Director Leaf said the long term plan is to put a sports field in there. He said the short term plan is to investigate the use of the house as a museum. Additional public concern was expressed for pedestrian access across the road to Lake Tapps. Councilmember DeLeo said the City is investigating the possible expansion of the dike area out to the roadway to increase the useable area near the lake and control access across the road.

Councilmember Noble thanked the audience for their attendance and participation. Councilmember King said that Councilmembers would be around for a few minutes to speak with individuals. Mayor Johnson brought the meeting to a close.

IV. ADJOURNMENT

By common consent, the Council adjourned the meeting at approximately 8:00 p.m.
I. CALL TO ORDER – Mayor Neil Johnson called the meeting to order at 7:01 p.m.

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

B. Roll Call [A1.3]

City Clerk Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Dave King, Councilmember Cheryl Noble and Councilmember Jim Rackley. Councilmember Mark Hamilton was absent.

Staff members present were Administrative Services Coordinator Don Morrison, Planning and Community Development Director Bob Leedy, Public Works Director Daniel Grigsby, Interim Police Chief ‘Buster’ McGehee, Judge James Helbling, City Attorney Jim Dionne, Senior Human Resources Analyst Jennifer Young and City Clerk Harwood Edvalson.

Councilmember Noble moved to excuse Councilmember Hamilton who was absent from the meeting due to illness. Councilmember Rackley seconded the motion.

Motion approved 6 – 0.

C. Announcements, Appointments and Presentations [A3.6.9]

1. Announcements: None.
2. Appointments: None.
3. Presentations: None.

D. Agenda Modifications:

Deputy Mayor Swatman moved to remove Item VA. from the Council agenda. Councilmember Noble seconded the motion.

Asked for an explanation, Deputy Mayor Swatman said that the administration had decided during the Finance Committee that further review of the issue was needed.
II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE


B. Citizen Comments:

Kathleen Edmund, 10705 189th Ave. E., thanked the Mayor and Council for the Town Hall meetings. She said it is a great way to get citizens involved and encouraged more meetings in the future. She suggested a quarterly update of Council actions and issues in the Bonney Lake Courier-Herald. She also expressed concern for the design of the 192nd Ave. corridor with only one turn lane. She said the corridor needs lighted crosswalks, sidewalks, street lights, etc.

Dan Rattenbury, 18406 Old Summer-Buckley Hwy., speaking on behalf of a Chamber of Commerce Committee, proposed sign code changes with respect to the length of time for banners and the number of times per year, as well as, offsite signage. He asked Council for background behind the prohibition against offsite signage and for direction on how to proceed with recommended changes.

Councilmembers DeLeo, King and Rackley referred to the proliferation of sandwich board signs on SR410 as an example of undesirable impacts of offsite signs. Mr. Rattenbury said that inconsistent enforcement of the sign code is a problem. He said at times the code is fully enforced, while at other times there is no enforcement. There was general consensus of the Council to invite Mr. Rattenbury to propose any sign code changes to the Planning Commission for initial consideration.

Victoria Divis, 18941 109th St. Ct. E., spoke in opposition to the proposed connection of 189th Ave. E. to 192nd Ave. E. She pointed out that there are many dead end streets in Bonney Lake and questioned the need to connect this one. She emphasized the family and pedestrian oriented neighborhood that would be negatively impacted by the connection. She said the traffic signal contemplated in the 192nd Ave. corridor will divert traffic through her neighborhood. She suggested that money intended to fund the connection be used for sidewalks and lighted crosswalks to increase the safety for walking school-aged children.

Councilmember King asked Ms. Divis to clarify whether her neighborhood already has sidewalks. Ms. Divis responded that her request was that the money be used for sidewalks in the general area where they would best serve the pedestrians. Councilmember Rackley and Director Grigsby clarified that no signal is currently contemplated at the 104th and 192nd Ave. E. intersection. He said there will be a stop sign and turn lane, but no signal.

Ken Johnson, 10813 189th Ave. E., spoke against the additional connection for 189th Ave. E. He said drivers are like water that seeks the path of least resistance. He said
the connection through the cul-de-sac would open a new path for traffic-frustrated drivers right through his neighborhood. He asked to see any study that showed the number of cars anticipated to use 189th Ave. E. He invited the Council to come out to his neighborhood and see the area. He encouraged the use of funds to light crosswalks, streets and school zones on 192nd.

Tom Kennedy, 10206 200th Ave. Ct. E., spoke as the President of the Brookwater Homeowners Association. He said the developers looking at a big box store on an adjacent property are exploring the use of a roundabout at the intersection of 200th Ave. Ct. E. and 100th Ct. E. He said his research has indicated that a roundabout that meets proper design criteria can be very effective. He urged the City to allow such uses. He presented the covers of reports he had obtained about roundabouts, including email addresses if the Council would like to read them online.

Deputy Mayor Swatman asked if the roundabouts can handle multiple lanes, and if the proposed developer is funding the study. Mr. Kennedy responded yes to both questions. Councilmember Rackley said he has observed well-functioning roundabouts in Gig Harbor and Europe.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:
[A3.6.4]

A. Finance Committee
Deputy Mayor Swatman said the Finance Committee met earlier in the evening and discussed the following:

1. Resolution 1517, which was pulled from the Council agenda;
2. Preliminary recommendations from Finance Department consultants; and
3. Introduction of an administrative reorganization proposed by Mayor Johnson.

Deputy Mayor Swatman explained that the consultants were pleased with the current Finance Department staff. He said they are proposing a restructuring of the City’s budget. Administrative Services Coordinator Morrison said the administrative reorganization will be discussed at the next Council workshop. He added that he intends to provide Council with materials a week before the workshop. Mayor Johnson explained that this is a first phase of reorganizations, and that Finance and Police proposals will be brought forward after full-time regular managers of those areas are determined and can provide input.

B. Community Development Committee
Councilmember Rackley said the Committee met on January 18th and forwarded four items to the Council agenda. He said the most controversial item may be the water developer extension agreement for Lakeland Area 20. He said the committee urged approval of all the items.
C. Public Safety Committee
Councilmember DeLeo said the Public Safety Committee has not met since the last Council meeting.

D. Other Reports:
Councilmember Noble said she attended the grand opening of the Crystal Judson Domestic Violence Center on January 18th. She added that the Public Safety Committee could look forward to her bringing forward some domestic violence issues for the Committee to consider.

Deputy Mayor Swatman said the Water Resources Committee, including himself, Mayor Johnson and Councilmembers Rackley and DeLeo met for a two hour session with consultants and staff. Director Grigsby said he, City Engineer Woodcock, Assistant City Engineer Budzynski, Maintenance, Operations Manager Shannon and consultant Geoff Dillard were also in attendance. Deputy Mayor Swatman said that after further analysis, development of the large water storage tank seems appropriate. He asked Director Grigsby to comment on the current survey of the sewer interceptor.

Director Grigsby reported that the sewer lines from Meyers Road to the treatment plant are being video-surveyed. He said some problems have been identified, and more may be located before the survey is complete. Councilmember King thanked the Public Works Department for the presentation. He said a fresh look at the issues was important. He said he is glad the City adopted a rate plan for water and sewer fees that can deal with these unforeseen repair needs. He thanked the City staff and DDJ Construction for their rapid reaction to the repair emergency. Director Grigsby said the repairs at the emergency site have been completed and done so well that it is difficult to tell there was a repair made. Councilmember Rackley invited the Council to go to the Annex to see the sections of pipe and corrosion issues being identified.

Councilmember King reported on his attendance at the Pierce County Regional Committee meeting on January 19th. He informed the Councilmembers of the upcoming PCRC General Assembly meeting on February 16th at Bates Technical College South Campus. He outlined some of the topics of the meeting and encouraged all Councilmembers to attend. Councilmember King also called the Council’s attention to the Puget Sound Regional Council’s Vision 2020+20 brochure and suggested it was a reference worth retaining.

Mayor Johnson said that reports of the Town Hall meetings have been very positive. He thanked the Council and staff for their participation and support. He added that there will be similar meetings in the future.

7:51:12

IV. CONSENT AGENDA: [A3.6]

Councilmember DeLeo asked to have Items D, E, F and G removed from the Consent
Agenda. He explained that he believes the Consent Agenda should not include agreements and contracts so that the public can hear and speak about these. He suggested the items be moved to the Community Development Committee portion of the meeting.

Deputy Mayor Swatman moved to approve the Consent Agenda as modified. Councilmember King seconded the motion.

A. Approval of Corrected Minutes: January 3rd Council Workshop and January 10th Council Meeting.

B. Checks/Vouchers: 2005 Expenditures: Accounts payable checks/voucher #42744 thru #42828, and 42865 and Wire Transfer #1684639 in the amount of $632,411.97. 2006 Expenditures: Accounts payable checks/voucher #42829 thru #42864 in the amount of $267,055.80. [F4.9]

C. Payroll: Payroll for January 1st-15th, 2006 for checks 24526-24569, including Deposits and Electronic Transfers in the amount of $273,904.95. [F4.9]


F. AB06-08 Resolution 1523 A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With RH2 Engineering For The Design Of The South Prairie Water Main Replacement Project. [O4.10.1]

G. AB06-12 A Motion Of The City Council Of The City Of Bonney Lake, Setting A Public Hearing For The Home Depot Latecomer Agreement For The Council Meeting Of February 7, 2006 At 7:00 P.M. Or As Soon Thereafter As Possible. [A2.6.10][A3.6.12]

Motion approved 6 – 0.

V. FINANCE COMMITTEE ISSUES:

A. AB06-16 Resolution 1517 A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Databar, Inc. for Utilities Lock Box Services. [F4.5.4]

This item was removed earlier in the meeting during Agenda Modifications.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

A. AB06-06 Resolution 1521 A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water Developer
Extension Agreement With Lakeland South Homes, LLC For Lakeland Area 20. [A3.13.7]

Councilmember Rackley moved to approve Resolution 1521. Councilmember DeLeo seconded the motion.

Councilmember Rackley urged approval of this resolution. He said a refusal to serve may lead to the loss of the City’s right to serve this area. Deputy Mayor SWATMAN questioned whether we should even serve this area. He said he objects to the lack of planning in this area by the County with respect to future governance. He said the jurisdictional boundaries in this area need to be adjusted and reviewed. Councilmember Rackley said it will not impact the County if Bonney Lake refuses service. He said he is pushing for resolution of the boundary issues with the County, Sumner, Auburn and Bonney Lake. He added that it is not the right time to back off from serving this area.

Motion approved 4 – 2. Deputy Mayor SWATMAN and Councilmember Noble voted no.

The following items were removed from the Consent Agenda for consideration at this point in the meeting.


Councilmember Rackley moved to approve Resolution 1520. Deputy Mayor SWATMAN seconded the motion.

Motion approved 5 – 1. Councilmember Noble voted no.


Councilmember Rackley moved to approve Resolution 1522. Deputy Mayor SWATMAN seconded the motion.

Councilmember Rackley said this item gives a reality check to the City’s water system by comparing actual flows against estimated flows. Councilmember DeLeo asked how often this work is required. Director Grigsby surmised it will be required each time the City does a Water Comprehensive Plan update. Councilmember King
observed that this is another unfunded mandate by the State, but said it is probably in the City’s best interest for planning purposes.

Motion approved 6 – 0.

F. AB06-08 – Resolution 1523 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With RH2 Engineering For The Design Of The South Prairie Water Main Replacement Project. [04.10.1]

Councilmember Rackley moved to approve Resolution 1523. Deputy Mayor Swatman seconded the motion.

Motion approved 6 – 0.

G. AB06-12 – A Motion Of The City Council Of The City Of Bonney Lake, Setting A Public Hearing For The Home Depot Latecomer Agreement For The Council Meeting Of February 7th, 2006 At 7:00 P.M. Or As Soon Thereafter As Possible. [A3.6.10] [A3.6.12]

Councilmember Rackley moved to set the public hearing. Deputy Mayor Swatman seconded the motion.

Director Grigsby said this project will provide for adequate fire-flow for the Home Depot Store and allow them to be reimbursed by those developments that come along later. Councilmember DeLeo noted that the public hearing should be set for the regular Council meeting of February 14th, not during the workshop of February 7th.

Councilmember DeLeo moved to amend the motion to set the public hearing for the Council meeting of February 14th. Deputy Mayor Swatman seconded the motion.

Motion to amend approved 6 – 0.

Councilmember King asked if the Home Depot change in plans to provide adequate fire-flow would impact the store’s opening date. Director Grigsby said Home Depot is still negotiating with Investco over an alternate method of providing the water. He said the latecomer agreement allows future developers to share in the cost of the water improvements if Home Depot is required to install them on their own. He said in the interim period, the City’s water system has sufficient capacity during the winter season. He said Home Depot will be required to file a performance bond for the improvements as well as provide sufficient indemnity to the City to mitigate any potential liability for the City.

Motion approved 6 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.
VIII. FULL COUNCIL ISSUES:

A. **AB06-13 – Resolution 1525** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Agreements By And Between The City Of Bonney Lake, Washington And The Bonney Lake Police Guild For Law Enforcement Employees And Support Employees For The Period Of January 1st, 2006 Through December 31st, 2008 And A Memorandum Of Understanding By And Between City Of Bonney Lake And Bonney Lake Police Guild For Law Enforcement Employees And Support Employees. [A3.9.1]

Councilmember Rackley moved to approve Resolution 1525. Deputy Mayor Swatman seconded the motion.

Councilmember King expressed appreciation to the negotiators on both sides of the table. He complimented City Attorney Dionne and the other City staff for conducting the negotiations in a far less acrimonious manner than has occurred in the past. He said he believes these agreements will result in better law enforcement for the City of Bonney Lake. Mayor Johnson also extended thanks to Senior Human Resources Analyst Jennifer Young and Interim Police Chief “Buster” McGehee for their hard work.

**Motion approved 6 – 0.**

IX. **EXECUTIVE SESSION:** Pursuant to RCW 42.30.110(1)(i), Mayor Johnson announced that the City Council will meet in executive session for ten minutes to discuss potential litigation. The executive session began at 8:10 p.m. At 8:20 p.m., a five minute extension to the executive session was announced to the public. The executive session concluded at 8:22 p.m.

X. **ADJOURNMENT**

At 8:23 p.m., Councilmember Rackley moved to adjourn the meeting. Councilmember Noble seconded the motion.

**Motion approved 6 – 0.**
City Clerk

Documents submitted for or at the Council Meeting of January 24th, 2006:

ACCOUNTS PAYABLE AND
UTILITY REFUND CHECKS/VOUCHERS

02/14/06

Accounts payable checks/voucher #42866 thru 43037 in the amount of $1,280,695.38.
Accounts payable checks/voucher #43038 thru 43093 for utility refunds in the amount of
$4,273.80.
PAYROLL CERTIFICATION
2006

Payroll for January 16-31, 2006 for checks 24570-24618, including Deposits and Electronic Transfers in the amount of $375,346.78.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Dan Grigsby – PW Director

Council/Wrkshp Mtg Date: February 14, 2006

Agenda Bill Number: AB06-22

Ordinance Number: Resolution Number: 1527

Councilmember Sponsor:

BUDGET INFORMATION

2006 Budget Amount Required Expenditure Impact Remaining Balance
$3,572,000 $405,696.68 $486,836.68 $3,085,163

$40,570 (10% Contingency)
$40,570 (10% Project Mgmt & Inspections)

Explanation:
Leaky Water Main PWTF 401.999.594.13.063

Agenda Subject:
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing an agreement with A & A Excavating for the Driftwood Point North Water Main Replacement Project.

Administrative Recommendation:
Recommend that the City Council award the project to A & A Excavating and authorize the Mayor to sign the agreement.

Background Summary:
The City opened bids on January 19, 2006 @ 10:00 AM. Of the 7 bids we received A & A Excavating, Inc. was the low bidder with a bid of $405,696.68. Public Works is requesting authorization of up to 10% of the bid ($40,570) for contingencies, and 10% ($40,570) for construction management and inspections.

* Bid Proposal, Contract Documents and Specifications will be available for viewing in the Public Work’s Department or Clerk’s Office.

Council Committee Dates: Commission Dates: Board/Hearing Examiner Dates:
Finance Committee: Planning Commission: Park Board:
Public Safety Committee: Civil Service Commission: Hearing Examiner:
Community Development & Planning Committee: 2/6/06

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

Signatures:
Dept. Dir. Mayor Date City Attorney reviewed Standard

[Signature]
[Signature]
[Signature]
COMMUNITY DEVELOPMENT COMMITTEE

DATE:    February 6, 2006

ORIGINATOR:    Dan Grigsby    TITLE:    Public Works Director

SUBJECT:    Award the Driftwood Point North Water Main Replacement to A & A Excavating

The City opened bids on January 19, 2006 @ 10:00 AM. Of the 7 bids we received A & A Excavating, Inc. was the low bidder with a bid of $405,696.68. Public Works is requesting authorization of up to 10% of the bid ($40,570) for contingencies, and 10% ($40,570) for construction management and inspections.

* Bid Proposal, Contract Documents and Specifications will be available for viewing in the Public Work’s Department or Clerk’s Office.

ORDINANCE/RESOLUTION # 1527

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Recommend that the City Council award the project to A & A Excavating and authorize the Mayor to sign the agreement.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR
CITY ATTORNEY          N/A

BUDGETED ITEM:    Budget Impact:    $405,696.68
                   (+ 81,140.00 contingencies & Const. Mgmt)

COMMITTEE ACTION:    RECOMMEND APPROVAL TO COUNCIL

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<tr>
<th>DATE</th>
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COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: February 14, 2006
Consent Agenda: □ Yes    □ No
RESOLUTION NO. 1527

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH A & A EXCAVATING FOR THE AWARD OF DRIFTWOOD POINT NORTH WATER MAIN REPLACEMENT PROJECT.

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 herein by this reference.

PASSED by the City Council this 14th day of February, 2006.

______________________________
Neil Johnson, Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
AGREEMENT

State of Washington

County of Pierce

THIS AGREEMENT AND CONTRACT, made and entered into at **Washington, this _____ day of ________, in the year of ________, by and between City of Bonney Lake, Washington, a municipal corporation, hereinafter designated as the “Owner,” and ________, hereinafter designated as the “Contractor,”

WITNESSETH:

That WHEREAS the Owner has heretofore caused to be prepared certain plans and specifications described as the Driftwood North Water Main Project and the Contractor did on __________ day of __________, 20____, 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, 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 the Agreement and Contract 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 FAITH WHEREOF, witness the hands and seals of both parties hereto on the day and year in this Agreement first above written.

Contractor

By

Title

Attest (If Corporation)

Witness (If Individual or Partnership)

City of Bonney Lake

By

Title
City of Bonney Lake's Public Works Department  
Driftwood Point North Water Main Replacement Project  

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the City of Bonney Lake, P.O. Box 7380, 19306 Bonney Lake Boulevard, Bonney Lake, WA. 98391, until 10:00 a.m. on January 19, 2006 for the Driftwood Point North Water Main Replacement Project project.

Work to be performed includes: Construction of approximately 3,200 lineal feet of 8-inch water main to replace existing water main that is undersized and constructed of substandard materials. Additional activities include meter and hydrant installation, service connections and surface and landscape restoration.

Bid proposals will be received only at, the City Clerk at the City of Bonney Lake, PO Box 7380, 19306 Bonney Lake Boulevard, Bonney Lake, WA 98391 by 10:00 a.m. on January 19, 2006, at which time they will be opened, read and tabulated publicly. Proposals received after the time fixed for opening will not be considered.

Contract documents may be obtained from the Public Works Department, City of Bonney Lake, PO Box 7380, 8720 184th Ave. E., Bonney Lake, WA. 98391, (253) 447-4341, upon payment of a non-refundable fee of $45 for each set. Checks must be made payable to the City of Bonney Lake's Public Works Department. An informational copy of the contract documents is on file for inspection at the City of Bonney Lake's Public Works Department.

Bid packages will be mailed if requested. A fee of ten dollars ($10.00) will be charged for mailing.

The City of Bonney Lake's Public Works Department hereby notifies all bidders that it will affirmatively ensure that in any contract entered into, pursuant to this advertisement, minority and women's business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Each bid proposal shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, postal money order, or surety bond in an amount equal to at least five (5) percent of the amount of such bid proposal. Checks shall be made payable to the City of Bonney Lake's Public Works Department. Should the successful bidder fail to enter into such contract and furnish satisfactory performance and payment bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Bonney Lake's Public Works Department.

The City of Bonney Lake's Public Works Department reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding.

No bidder may withdraw his proposal after the hours set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding 60 calendar days.

PUBLISHED: Daily Journal of Commerce  
Publish Date: January 5, 2006
<table>
<thead>
<tr>
<th>Bid</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>$536,000</td>
<td>Doug Budzynski</td>
</tr>
<tr>
<td></td>
<td>John Woodcock</td>
</tr>
<tr>
<td></td>
<td>Carol Paul</td>
</tr>
<tr>
<td></td>
<td>Harwood Flavelson</td>
</tr>
<tr>
<td></td>
<td>Staff Members Present</td>
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<table>
<thead>
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</tbody>
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Date: 1/19/06 10:00 am
Bid For: North Dithwood Water Main Replacement
City of Bonne Lake
City of Bonney Lake
NON-COLLUSION CERTIFICATE

State of Washington  )
) ss.
County of Pierce  )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Bonney Lake for consideration in the award of a contract on the improvement described as follows:

[Signature]
(Name of Firm)

By: [Signature]
(Authorized Signature)

Title: [Title]

Sworn to before me this 19th day of [Month], in the year of 2006.

[Signature]
Notary Public

Corporate Seal:
SUBCONTRACTOR LIST

For all public works contracts exceeding $100,000 the bidder shall submit the names of all subcontractors whose subcontract amount exceeds 10 percent of the contract price.

In addition, as required by the Revised Code of Washington 1999 (RCW 39.30.060), bids of $1,000,000 or more for any public work contract require each bidder to submit the names of the subcontractors who will be performing the work in areas of heating, ventilation, air conditioning, plumbing (as described in chapter 18.106 RCW), and electrical (as described in chapter 19.28 RCW), or to name itself for the work.

If the subcontractors names are not submitted with the bid, or within 1 hour of the bid time, the bid shall be considered nonresponsive and, therefore, void.

Complete one of the following for contracts that exceed $100,000:

A. There are no subcontractors proposed whose subcontract amount exceeds 10 percent of the contract price.

   Name: ___________________________ Title: ___________________________

   Signature: _________________________

B. The following subcontractor(s) subcontract amount exceeds 10 percent of the contract price: (list subcontractor and bid item)

   Bid Item (s) ___________________________

   Subcontractor Name: ___________________________

   Address: ___________________________

   Phone No. ___________________________ State Contractor’s License No. ___________________________

   Bid Item (s) ___________________________

   Subcontractor Name: ___________________________

   Address: ___________________________

   Phone No. ___________________________ State Contractor’s License No. ___________________________

   Bid Item (s) ___________________________

   Subcontractor Name: ___________________________

   Address: ___________________________

   Phone No. ___________________________ State Contractor’s License No. ___________________________
BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

1. Name and Address

Ari A. Excavating, INC
911 W. Tapps Ave.
Summer Wa  98390

2. State of Washington Registration Number and expiration
AAEX29  07-07  4-9-07

3. Number of years in contracting business under present firm name
16 years

4. Particular types of construction work performed by your company:

Underground Utilities

5. List several recent construction projects performed:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Type</th>
<th>Owner</th>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>$9,430</td>
<td>Water Main</td>
<td>Highline Water</td>
<td>Mike Tungusky</td>
<td>206-562-3700</td>
</tr>
<tr>
<td>$7,000</td>
<td>Water Main</td>
<td>City of Chehalis</td>
<td>Russ Cox</td>
<td>360-748-0271</td>
</tr>
</tbody>
</table>

6. Gross amount of contracts now in hand:

$9,442.50

7. Bank reference(s):

Bank of America
Bonneville, WA

By (Authorized Signature):

Monica Currie

Title
Office Manager
BID BOND FORM

Herewith find deposit in the form of a certified check, cashier’s check, or cash in the amount of $_______________ which amount is not less than five percent (5%) of the total bid.

Sign Here: __________________________________________

BID BOND

Know all men by these presents, that we _______________________________ as Principal and _______________________________ as Surety, are held and firmly bound unto City of Bonney Lake Washington, as obligee in the penal sum of __________________________ dollars, for the payment of which the principal and the surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the obligee shall make any award to the principal for _______________________________, according to the terms of the proposal or bid made by the principal therefore, and the principal shall duly make and enter into a contract with the obligee in accordance with the terms of said proposal or bid award and shall give bond for faithful performance thereof, with surety or sureties approved by the obligee; or if the principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as penalty and liquidated damages the amount of this bond.

Signed, sealed and dated this ______ day of ______________________, in the year of ________.

Principal________________________________________

Surety________________________________________

Return of deposit in the amount of $______________________________

Date________________________

By________________________
PROPOSAL

Contractor: A. A. EXCAVATING INC

City: Sumner, Washington

Date: 1-19-06, in the year of 2006

The Honorable City Council
City of Bonney Lake
PO Box 7380
19306 Bonney Lake Blvd.
Bonney Lake, WA 98391

Pursuant to and in compliance with your invitation for bids and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, proposes and agrees to perform, within the time stipulated, the contract, if this project is accepted, including all its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, all utility and transportation services necessary to perform the contract, complete, in a workmanlike manner, of all the work covered by the contract in connection with the City of Bonney Lake's project designated as Driftwood Point North Water Main Replacement Project and as required by and in strict conformance with the specifications, contract plans and the standard plans for the following unit prices.

Note: Unit prices of all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and, where conflict occurs, the written or typed words prevail.
## SCHEDULE OF PRICES

### Schedule A – Water Main

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Approx. Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1 LS</td>
<td>Mobilization (max. 5% of total Schedule A bid)</td>
<td>$11,393.30</td>
<td>$11,393.30</td>
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<tr>
<td></td>
<td></td>
<td>(unit price in words)</td>
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<tr>
<td>2.</td>
<td>1 LS</td>
<td>Demobilization (max. 2% of total Schedule A bid)</td>
<td>$4,552.72</td>
<td>$4,552.72</td>
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<tr>
<td></td>
<td></td>
<td>(unit price in words)</td>
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<tr>
<td>3.</td>
<td>1 LS</td>
<td>Construction Survey and As-builts</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
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<tr>
<td></td>
<td></td>
<td>(unit price in words)</td>
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<tr>
<td>4.</td>
<td>1 LS</td>
<td>Traffic Control</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
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<td></td>
<td>(unit price in words)</td>
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<tr>
<td>5.</td>
<td>1 LS</td>
<td>Sedimentation and Erosion Control</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
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<tr>
<td></td>
<td></td>
<td>(unit price in words)</td>
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<tr>
<td>6.</td>
<td>1 LS</td>
<td>Shoring and Trench Safety Systems</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
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<td>(unit price in words)</td>
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<td>7.</td>
<td>1,240 TN</td>
<td>Imported Select Backfill for Water Main Trench</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
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<tr>
<td></td>
<td></td>
<td>(unit price in words)</td>
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<tr>
<td>8.</td>
<td>3,218 LF</td>
<td>8-inch Diameter Ductile Iron Water Main</td>
<td>$27,000.00</td>
<td>$27,000.00</td>
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<tr>
<td></td>
<td></td>
<td>(unit price in words)</td>
<td></td>
<td></td>
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<tr>
<td>9.</td>
<td>1 EA</td>
<td>12-Inch Gate Valve</td>
<td>$13,500.00</td>
<td>$13,500.00</td>
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<tr>
<td></td>
<td></td>
<td>(unit price in words)</td>
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</table>
# SCHEDULE OF PRICES

## Schedule A – Water Main

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Approx. Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>4 EA</td>
<td>8-inch Gate Valves</td>
<td>$725.00</td>
<td>$3100.00</td>
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<tr>
<td>11.</td>
<td>6 EA</td>
<td>Fire Hydrant Assembly</td>
<td>$3200.00</td>
<td>$22,200.00</td>
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<td>12.</td>
<td>3 EA</td>
<td>Air/Vac Assembly</td>
<td>$2550.00</td>
<td>$7650.00</td>
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<td>13.</td>
<td>1 CY</td>
<td>Concrete Blocking</td>
<td>$300.00</td>
<td>$300.00</td>
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<td>14.</td>
<td>11 EA</td>
<td>New Single Water Service and Connection to Existing</td>
<td>$950.00</td>
<td>$10,450.00</td>
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<td>15.</td>
<td>35 EA</td>
<td>New Double Water Service and Connection to Existing</td>
<td>$1350.00</td>
<td>$47,250.00</td>
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<td>16.</td>
<td>4 EA</td>
<td>Connections to Existing Water System</td>
<td>$3500.00</td>
<td>$14,000.00</td>
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<td>17.</td>
<td>1 LS</td>
<td>Abandon Existing Water System</td>
<td>$2000.00</td>
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SCHEDULE OF PRICES

Schedule A – Water Main

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Subtotal (Items 1 – 17) Schedule of Prices</td>
<td>$249,081.02</td>
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<tr>
<td></td>
<td>$249,081.02</td>
</tr>
<tr>
<td>Washington State Sales Tax (8.8%)</td>
<td>$21,919.02</td>
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<td>$21,919.02</td>
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<tr>
<td>Total Construction Cost</td>
<td>$271,000.14</td>
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<tr>
<td>Schedule A</td>
<td>$271,000.14</td>
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<td>Bid Item</td>
<td>Approx. Quantity</td>
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<td>----------</td>
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</tr>
<tr>
<td>1.</td>
<td>1 LS</td>
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<tr>
<td>2.</td>
<td>1 LS</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
<td>257 TN</td>
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<tr>
<td>5.</td>
<td>531 TN</td>
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<td>6.</td>
<td>796 TN</td>
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<td>7.</td>
<td>26 TN</td>
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<td>8.</td>
<td>264 TN</td>
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# Schedule of Prices

**Base Bid – Schedule B – Roadway Restoration (non-taxable)**

<table>
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<tr>
<th>Bid Item</th>
<th>Approx. Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
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<tr>
<td>9.</td>
<td>7 SY</td>
<td>Concrete Driveway Replacement</td>
<td>$150.00</td>
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<td>[One Thousand Fifty Dollars] (unit price in words)</td>
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<td>10.</td>
<td>32 LF</td>
<td>Sawcutting Existing Concrete Driveway</td>
<td>$1.50</td>
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<td>11.</td>
<td>1 LS</td>
<td>Landscape Restoration</td>
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<td></td>
<td>[Fifteen Thousand Dollars] (unit price in words)</td>
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<td>12.</td>
<td>16 EA</td>
<td>Tree Removal</td>
<td>$400.00</td>
<td>$6400.00</td>
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<td>[Four Thousand Dollars] (unit price in words)</td>
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<td>13.</td>
<td>1 LS</td>
<td>Pavement Markings</td>
<td>$500.00</td>
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<td>[Five Thousand Dollars] (unit price in words)</td>
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<td>14.</td>
<td>1 LS</td>
<td>Raise Surface Features to Grade</td>
<td>$1000.00</td>
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Subtotal (Items 1 – 14) Schedule of Prices

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Subtotal (Items 1 – 14) Schedule of Prices

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<th>134,696.54</th>
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Total Construction Cost Schedule B

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</table>

Total Construction Cost Schedules A and B

<table>
<thead>
<tr>
<th></th>
<th>405,696.68</th>
<th>405,696.68</th>
</tr>
</thead>
</table>
All bidders shall sign the proposal in the space provided.

The successful bidder shall execute and furnish the attached (no substitution allowed) performance bond within ten (10) calendar days after the date of award of contract unless a written extension is granted by City of Bonney Lake.

The contractor agrees to perform the complete contract work as specified, including corrections, finish and cleanup within 100 consecutive working days, beginning the date given in the notice to proceed by City of Bonney Lake.

The proposal, together with the Agreement, Contract Documents, Standard Specifications, Special Provisions, Addenda and Plans, when endorsed by City of Bonney Lake shall become a contract binding on both parties thereto, whereby the contractor agrees to perform the complete contract work, as specified, and City of Bonney Lake agrees to make payment to the contractor, as specified, for said completed and accepted work.

Dated this 19th day of JANUARY, in the year of 2006

Contractor: A's A Excavating, Inc.

Address: 7912 W. JAFFE HILL E. SUMNER WA 98390

Telephone 253 862-7397 License No. WAEC110054

By: ___________________________ Title: Office Manager

Attest: (If Corporation)

______________________________

Witness: (If Individual or Partnership)

______________________________

Acknowledgement of Receipt of Addenda:

No. Date Initials

No. Date Initials

No. Date Initials

No. Date Initials

No. Date Initials

No. Date Initials

No. Date Initials

No. Date Initials

No. Date Initials
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact: Dan Grigsby – PW Director</th>
<th>Council/Wrkshp Mtg Date: February 14, 2006</th>
<th>Agenda Bill Number: AB06-23</th>
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<tbody>
<tr>
<td>Ordinance Number: 1528</td>
<td>Resolution Number:</td>
<td>Councilmember Sponsor:</td>
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**BUDGET INFORMATION**

| 2006 Budget Amount: $45,000 | Required Expenditure: $14,220 | Impact: $14,220 | Remaining Balance: $30,780 |

**Explanation:**
Professional Services 401.34.534.50.41

**Agenda Subject:**
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a contract with Hughes Supply, Inc. to perform water leak detection.

**Administrative Recommendation:**
Recommend that the City Council approve the contract with Hughes Supply and authorize the Mayor to sign it.

**Background Summary:**
In 2005, Hughes Supply spent approximately 120 hours of fieldwork and pinpointed a total of 25 leaks. The water loss due to leakage was estimated to be approximately 62,940,600 gallons annually, which equals 172,440 gallons per day. Hughes Supply is tentatively scheduled for a total of 15 days (May 1st for 5 days & June 12th for 10 days).
See the attached contract for detailed information.

**Council Committee Dates:**
Finance Committee:
Public Safety Committee:
Community Development & Planning Committee: 2/6/06
Council Workshop:

**Commission Dates:**
Planning Commission:
Civil Service Commission:

**Board/Hearing Examiner Dates:**
Park Board:
Hearing Examiner:

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

**Signatures:**
Dept Dir: ______________________  Mayor: ______________________  Date City Attorney reviewed Standard: ______________________
COMMUNITY DEVELOPMENT COMMITTEE

DATE: February 6, 2006

ORIGINATOR: Dan Grigsby TITLE: Public Works Director

SUBJECT: Leak Detection Agreement with Hughes

In 2005, Hughes Supply spent approximately 120 hours of fieldwork and pinpointed a total of 25 leaks. The water loss due to leakage was estimated to be approximately 62,940,600 gallons annually, which equals 172,440 gallons per day. Hughes Supply is tentatively scheduled for a total of 15 days (May 1st for 5 days & June 12th for 10 days). See the attached contract for detailed information.

ORDINANCE/RESOLUTION # 1528

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Recommend that the City Council approve the contract with Hughes Supply and authorize the Mayor to sign it.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR
CITY ATTORNEY N/A

BUDGETED ITEM: Budget Impact: $14,220.00

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairman 2-6-06

Mark Hamilton 2-6-06

David Bowen 2-6-06

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: February 14, 2006
Consent Agenda: ☐ Yes ☐ No
RESOLUTION NO. 1528

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH HUGHES SUPPLY, INC. FOR LEAK DETECTION SERVICES.

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 herein by this reference.

PASSED by the City Council this 14th day of February, 2006.

Neil Johnson, Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
CONSULTING AGREEMENT

This Consulting Agreement #06-2102 (this “Agreement”) is made and entered into between Hughes Water & Sewer, LTD. dba: Hughes Supply, Inc. Branch 7539 (the “Consultant”) and City of Bonney Lake, located at PO Box 7380, Bonney Lake, WA 98390 (the “Client”).

I. SCOPE OF SERVICES

The Consultant will provide consulting services to the Client for a Leak Detection Project, which, together with the scope of services to be provided, is described in Appendix A to this Agreement, which is attached hereto and incorporated herein by reference.

It is important to note that not all leaks create noise levels that can be detected using even the most sophisticated leak detection instrumentation. The Consultant will perform all work under this contract at the highest level of professional workmanship in its industry, however, Consultant cannot guarantee the detection of any leak. Client has read the above paragraph and understands that there is no guarantee that any leakage will be detected or pinpointed during this project. As such, Client agrees to pay Consultant as outlined herein. ______________ (initial)

II. COMPENSATION

The charges to the Client for the services provided by the Consultant of work to be completed under this Agreement will be approximately 15 day(s) of surveying and pinpointing at $948.00 per day, plus a mobilization charge of $0.00, for a total minimum charge of Fourteen Thousand Two Hundred Twenty Two and 00/100 dollars ($14,220.00).

In the event that less time is needed to complete the proposed footage (as per Sam Roseberry) and pricing is based upon time to complete (i.e. “by the day”), the Consultant will charge, and will be entitled to, the total charge stated in the preceding paragraph; provided, however, that this shall not apply if the Consultant is responsible for the reduction in time.

The Client will make monthly progress payments based on work completed, the terms of which shall be net 30 days.

III. IDENTIFICATION OF CONSULTING AGREEMENT DOCUMENTS; INTEGRATION

This Agreement includes Appendix A attached hereto, which is hereby incorporated herein by reference. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.
IV. IDENTIFICATION OF PARTIES TO THIS CONSULTING AGREEMENT

Client and Consultant are further identified as follows:

CLIENT
City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98390

CONSULTANT
HUGHES WATER & SEWER, LTD.
dba: Hughes Supply, Inc. Branch 7539
10013 MLK Jr. Way South
Seattle, WA 98178

The undersigned has the authority to commit CLIENT and CONSULTANT to the project as identified in these documents.

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

CLIENT

Date: __________________ Signature: ____________________________________________

Name: ______________________________________ Title: ___________________________

(please print or type name)

CONSULTANT

Date: 1/17/2006 Signature: __________________________ Title: Consultant

Facsimile signatures shall be sufficient unless originals are required by a third party. If original signature is not on file with the Consultant, please follow with original signature on this document by mail.
Appendix A
To Consulting Agreement

V. SCOPE OF WORK
(Procedures and Methods for Water Distribution Lines)

The Consultant will survey for and pinpoint water leaks using highly sophisticated leak detection technology. The Consultant uses a sonic leak detection sound amplification instrument in conjunction with a transducer capable of 1.5 VG (volts per “G”) or greater sensitivity minimum output for survey. The Consultant uses various types of equipment including ground microphones, computer based correlators, etc. for leak pinpointing. Trained experienced professionals operate the Consultant’s equipment. A detailed report of leak locations, estimated gallons per minute (GPM) loss, and area covered is supplied daily. A progress report is provided on a monthly basis and a final report is provided at the completion of the project. The report includes an Executive Summary of the project, Survey Review, Reports on each individual leak with a diagram of its location and a conclusion.

VI. SPECIFICS

A. The first step in the Consultant’s survey is to review the distribution maps of the Client’s system for familiarization of the pipe network and available appurtenances (valves, services, hydrants etc.) to be used as contact points.

B. The Consultant then conducts a comprehensive survey by making physical contact with all available main line appurtenances (valves, hydrants, etc.) and selected customer services. The Consultant uses a sonic leak detection sound amplification instrument designed for this purpose with a greater transducer rated at a minimum of 1.5 VG or greater. The Consultant will determine the distance that even quiet leak sounds travel in various pipe materials, pipe sizes and pressure zones in each area of the Client’s system. This will be done by slightly turning on fire hydrants, hose bibs, etc., creating a simulated quiet leak sound. (When surveying PVC pipelines, the Consultant will make contact with all available service shut-offs, unless otherwise agreed to by Client)

C. The Consultant will then make contact with pipe appurtenances at intervals no greater than 350 feet where contact points are available and accessible, or at pre-determined distances as noted in paragraph B above (whichever distance is less). This procedure allows for even quiet leaks to be located.

D. The Consultant will compile a detail report of decibel levels at suspected leak sound locations and field observations. This report will be used during the survey for re-investigation and possible pinpointing at a later time. This reinvestigation is to increase the speed of the survey and it will eliminate correlating on most false leak sounds (i.e. service draw.)

E. All indications of leaks found during the survey will be verified a second time, after which the leak noise shall be pinpointed with a computer based leak sound correlator where applicable. Pinpointing leak locations through interpretation of sound intensity, either by ear, decibel metering or other like methods, is not used when contact points are available for use with correlation.

F. The equipment utilized does not normally require valves to be operated during surveying and pinpointing, however, on occasion, services or valves may be operated to eliminate service draw noises or to change velocity flow noise.
G. The correlation equipment used will have the capability to prompt the operator to input the variables when different pipe size and/or pipe materials are encountered in the same span to be investigated. This is necessary to insure accuracy of results based on the automatic computation of the correct leak sound velocity in leak pinpointing operations. The Consultant's equipment has the capability of correlating up to four various pipe sizes and types at one time in a given span.

H. The Consultant will furnish to the Client daily leak reports, when pinpointed, and shall also furnish a Final Report within fifteen (15) business days (20 days for overseas Clients) from the completion of the project. This report shall include:

1) **Executive Summary** showing individually recorded time for, correlating, surveying, and other time spent on the project. This summary also includes footage covered, approximate gallons per day (GPD) loss, types of leaks found, and quantity of leaks found.

2) **Project Observations** detailing field observations and remarks recommending improvements that may be made to the Client's distribution system.

3) **Survey Review** explaining the Procedures and Methods used during this survey.

4) **Leak Reports** with detailed drawings showing each leak location that was pinpointed, and an estimate of the gallons per minute (GPM) loss and computer justification when applicable. (These same reports shall be supplied daily to the Client when leaks are found.)

I. Whenever the Client repairs any leak detected by the Consultant prior to the completion of the field work, the Consultant shall resurvey that section of the system, to ensure that no very quiet leaks were missed due to over powering noisy leak sound.

J. The Consultant will furnish a trained field technician, leak detection instruments, equipment and tools to complete the survey and leak pinpointing.

K. To provide an accurate, comprehensive leak survey, a relatively large contiguous area must be covered. Spot-checking to locate a leak is not considered an effective survey and requires special pricing. The Consultant will perform spot-checking only upon the request of the Client.

L. It is important to note that not all leaks create noise levels that can be detected using even the most sophisticated leak detection instrumentation. The Consultant will perform all work under this contract at the highest level of professional workmanship in its industry, however, Consultant cannot guarantee the detection of any leak.

**VII. SERVICES TO BE PROVIDED BY THE CLIENT**

A. The Client will furnish, at no cost to the Consultant, a complete set of maps and line data on the water distribution system to be surveyed, showing line size, type, and location of mains, valves, and fire hydrants. Consultant shall be entitled to rely on the accuracy and completeness of the information furnished to Consultant and shall be under no duty or obligation to verify the accuracy or completeness thereof, or to notify Client of any errors or omissions contained therein.

B. The Client will make the water system valves, valve boxes, customer service stops, and boxes accessible by hand, operating key or probe and, if necessary, assist in field locating of all pipelines within the designated service area.
C. The Client shall provide a qualified helper to locate and operate valves, services, hydrants, etc. when requested by Consultant, and generally provide information to assist the Consultant when requested by Consultant.

D. The Client shall provide a qualified helper and necessary equipment (flags, traffic cones, etc.) as required to meet local, state, and federal regulations in controlling vehicular traffic for man and equipment safety.

E. Upon request of Consultant, Client shall provide additional access points on the water system as may be required on an occasional basis by the Consultant in order to effectively complete the survey when normal contact points are not available within a reasonable distance for correlation.

VIII. RELATIONSHIP OF THE PARTIES

The parties intend that the Consultant, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. The Consultant shall be free to contract for similar services to be performed for others while the Consultant is under contract with the Client. The Consultant is not to be considered an agent or employee of the Client and is not entitled to participate in any pension plans, workers’ compensation insurance, or similar benefits that the Client provides for its employees.

IX. MODIFICATION; WAIVER

This agreement may not be modified, altered or amended except by a subsequent written instrument executed by both parties hereto. No waiver of any provision of this Agreement shall be binding unless evidenced by a subsequent written instrument executed by the party against whom such waiver is sought to be charged.

X. PROJECT DATA AND DOCUMENTS

The Consultant shall be entitled to rely upon the accuracy of all data furnished by the Client to the Consultant, which is or may be used by the Consultant in the provision of services under this Agreement. The Consultant has the right to retain and use all data furnished to it, and all plans, designs, specifications and other work product created by the Consultant during its provision of service under this Agreement.

XI. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the liability of the Consultant for claims arising hereunder or for services performed or materials furnished under this Agreement shall be limited to the amount of compensation paid by Client to Consultant under this Consulting Agreement, and any addenda, modifications or supplements thereto.

XII. INDEMNIFICATION

Client shall indemnify Consultant and its directors, officers, employees, agents, subsidiaries and other affiliates for, and hold each of them harmless from and against, any and all Losses arising from or in connection with (i) the breach of any covenant or agreement of Client contained in this Agreement, or (ii) any wrongful or negligent act or omission of Client related to the performance of its obligations under this Agreement.

Consultant shall indemnify Client and its directors, officers, employees, agents, subsidiaries and other affiliates for, and hold each of them harmless from and against, any and all
Losses arising from or in connection with (i) the breach of any covenant or agreement of Consultant contained in this Agreement, or (ii) any wrongful or negligent act or omission of Consultant related to the performance of its obligations under this Agreement.

For purposes hereof, "Losses" shall mean all fees, costs, damages, judgments, penalties and expenses incurred by either party, including reasonable attorneys' fees and expenses, in connection with the investigation, prosecution or defense of any claim, arising from or to an act or omission for which indemnity is granted herein, or in connection with the enforcement of the obligation to indemnify contained in this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or to any third party for consequential, special, punitive, indirect or exemplary damages in any action, proceeding or dispute arising out of or relating to the Agreement or the performance or non-performance by either party under the Agreement.

XIII. TERMINATION OF AGREEMENT

Either the Consultant or the Client may terminate this Agreement upon thirty (30) days written notice to the other sent to the addresses listed on the first page of this Agreement. In the event that Client terminates this Agreement, the Client specifically agrees to pay the Consultant for all services rendered and costs incurred or for which commitment theretofore has been made by Consultant through the termination date.

XIV. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL; GOVERNING LAW

A. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three (3) business days from receipt with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then the parties will meet at a mutually agreeable time and place within seven (7) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be submitted to mediation in accordance with subsection (B) below.

B. Except as provided herein, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the parties have attempted in good faith to resolve the matter through a mediation proceeding, under the mediation procedure of the CPR Institute for Dispute Resolution ("CPR"), JAMS/Endispute, the American Arbitration Association ("AAA"), or as otherwise agreed upon by the parties. Either party may commence mediation by sending a written request for mediation to the other party, setting forth the subject of the dispute and the relief requested. Unless the parties agree otherwise in writing, the mediation shall be conducted by a single mediator, and the mediator shall be selected from an appropriate CPR, JAMS/Endispute, AAA or other panel as agreed upon by the parties. The mediation shall be conducted in King County, Washington. Each party shall pay an equal share of the fees and expenses of the mediator and administrative fees and expenses of mediation. Either party may seek equitable relief prior to or during the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.
C. The parties further agree that in the event any dispute between them relating to this Agreement is not resolved under subsection XIV (A) or (B) above, exclusive jurisdiction shall be in the trial courts located within King County, Washington, any objections as to jurisdiction or venue in such court being expressly waived. In the event of a breach or threatened breach by Client of this Agreement, Consultant in its sole discretion may, in addition to other rights and remedies existing in its favor and without being required to post a bond or other security, apply to any court for specific performance and/or injunctive or other relief in order to enforce, or prevent the violation of, this Agreement. BOTH CLIENT AND CONSULTANT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRAIL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

D. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Washington or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State of Washington. In furtherance of the foregoing, the internal law of the State of Washington shall control the interpretation and construction of this Agreement, even though under any other jurisdiction's choice of law or conflict of law analysis the substantive law of some other jurisdiction may ordinarily apply.

XV. ATTORNEY’S FEES

In the event of any litigation between the parties hereto arising from or with respect to this Agreement, the breach of any warranty, representation or breach of any other terms hereof, and/or the performance of the obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, reasonable attorneys’ fees and costs, reasonable accountant’s fees and costs, and reasonable expert fees and costs, whether incurred at the pre-trial, trial or appellate levels, and/or bankruptcy or other creditors rights’ proceedings.

XVI. TERMS OF SALE

The terms of sale between the Client and the Consultant shall be net 30 days unless otherwise agreed upon in writing signed by each party.

XVII. SERVICE CHARGE

In the event any particular billing is not paid when due, all sales, regardless of prior terms, will become immediately due and owing upon demand by the Consultant. A service charge will be assessed on past due or delinquent accounts at the rate of 1.5 % per month.
XVIII. MISCELLANEOUS

Neither party shall have the right to assign any or all of its rights or delegate its duties under this Agreement to any person, firm or company without prior written consent of the other party. An attempted assignment or delegation without prior written consent of the other party will be invalid and ineffective against the non-consenting party. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legatees, administrators, legal representatives, successors and permitted assigns. In the event any court of competent jurisdiction shall deem any of the provisions of the Agreement invalid, the same shall be deemed severable, and as never having been contained herein, and this Agreement shall then be construed and enforced in accordance with the remaining provisions hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall have the same effect as original signatures.
January 17, 2006

City of Bonney Lake
Attn: Sam Roseberry
PO Box 7380
Bonney Lake, WA 98390

Dear Mr. Roseberry:

The purpose of this document is to inform you we have tentatively entered you on our scheduling calendar. We understand that all parties involved have approved the water leak detection project and money is available.

**TENTATIVE SCHEDULE**

As per our previous arrangement, Hughes Supply, Inc., Utility Services Group has tentatively scheduled City of Bonney Lake for a leak survey and pinpointing project.

- **Beginning:** May 1, 2006 (5 days) & June 12, 2006 (10 days)
- We have you scheduled for 15 day(s) $14,220.00

- Plus Mobilization fee of: $ 000.00

Should you wish any changes to this schedule, please inform us as soon as possible. We intend to confirm this date with a Confirmation Letter at a later date as our discussions with you indicate the need.

We feel our service for finding leaks will be valuable to City of Bonney Lake because when the leaks are repaired, savings in power and treating costs will ultimately out weigh the initial cost of our service.

Thank you for you confidence in Hughes Supply, Inc. If we may be of further help, please feel free to call us toll free at 800 621-9292.

Sincerely,

[Signature]
Tom Ruppenthal
Consultant

cc: Rick Shannon
Summary of Survey and Pinpointing Report

Client: City of Bonney Lake

Period Covered: 2/28/05-3/18/05 and 4/18-22/05

General Area Covered: The west, sw, north, Cedar View, Ponderosa and Interlake areas.

Date: 05/20/2005

TOTAL ANNUAL WATER LOSS
(formula: leak GPM x min/hour x hours/day x days/year)

62,940,600.0 GALLONS

**SURVEY DATA**

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**PINPOINTING DATA**

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<td>n.a</td>
<td>n.a</td>
<td>n.a</td>
<td>n.a</td>
<td>4.790</td>
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</table>

Sites Investigated for Pinpointing | 31
Other Time Spent on Project (includes pinpointing false leak sounds) | 34.67 hrs.
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council/Wrkshp Mtg Date:</th>
<th>Agenda Bill Number</th>
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</thead>
<tbody>
<tr>
<td>Dan Grigsby – PW Director</td>
<td>February 14, 2006</td>
<td>AB06-24</td>
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**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
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<tr>
<td>$1,200,000</td>
<td>$81,000</td>
<td>$81,000</td>
<td>$1,119,000</td>
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**Explanation:**
S. Prairie Road project 101.594.45.063

**Agenda Subject:**
A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a Facility Relocation Agreement with Puget Sound Energy for the S. Prairie Road Improvements project from SR410 to 202nd Ave. E.

**Administrative Recommendation:**
Recommend that the City Council approve the agreement with PSE and authorize the Mayor to sign it.

**Background Summary:**
In connection with the S. Prairie Rd. Improvements project, it has been requested that Puget Sound Energy (PSE) perform certain engineering design work relating to the relocation of existing PSE electric vaults and associated cable and conduit located on the SE corner of 200th Ave. Ct. E. and S. Prairie Rd. E. PSE’s estimated cost to perform the design and relocation work is $81,000. See the attached agreement for detailed information.

<table>
<thead>
<tr>
<th>Council Committee Dates:</th>
<th>Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
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<tr>
<td>Finance Committee:</td>
<td>Planning Commission:</td>
<td>Park Board:</td>
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<td>Public Safety Committee:</td>
<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
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<td>Community Development &amp; Planning Committee: 2/6/06</td>
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<tr>
<td>Council Workshop:</td>
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</tbody>
</table>

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

**Signatures:**
City Attorney reviewed: January 19, 2006

[Signatures]

Date City Attorney reviewed: January 19, 2006
COMMUNITY DEVELOPMENT COMMITTEE

DATE: February 6, 2006

ORIGINATOR: Dan Grigsby           TITLE: Public Works Director

SUBJECT: Facilities Relocation Agreement with Puget Sound Energy for S. Prairie Rd.

In connection with the S. Prairie Rd. Improvements project, it has been requested that Puget Sound Energy (PSE) perform certain engineering design work relating to the relocation of existing PSE electric vaults and associated cable and conduit located on the SE corner of 200th Ave. Ct. E. and S. Prairie Rd. E. PSE’s estimated cost to perform the design and relocation work is $81,000. See the attached agreement for detailed information.

ORDINANCE/RESOLUTION # 1529

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Recommend that the City Council approve the agreement with PSE and authorize the Mayor to sign it.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR
CITY ATTORNEY         N/A

BUDGETED ITEM:         Budget Impact: $81,000.00

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

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COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: February 14, 2006
Consent Agenda: ☐ Yes ☐ No
RESOLUTION NO. 1529

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A FACILITY RELOCATION AGREEMENT WITH PUGET SOUND ENERGY FOR THE SOUTH PRAIRIE ROAD IMPROVEMENTS PROJECT FROM SR410 TO 202ND AVE. E.

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 herein by this reference.

PASSED by the City Council this 14th day of February, 2006.

__________________________
Neil Johnson, Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
FACILITY RELOCATION AGREEMENT

This Agreement, dated as of December 21, 2005 is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation ("PSE"), and the City of Bonney Lake, ("Government Entity"). PSE and the Government Entity are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. PSE owns and operates certain utility systems and facilities necessary and convenient to the transmission and distribution of electricity ("Facilities") that are located on or in relation to certain operating rights ("Existing Operating Rights"). The Facilities and Existing Operating Rights are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. The Government Entity plans to partner with Pierce County to construct improvements to the vicinity of South Prairie Rd and 200 Ave Ct E. ("Improvements") as described in Exhibit B.

C. In connection with the Improvements Project, the Government Entity has requested that PSE perform certain engineering design work relating to modification or relocation of its Facilities ("Design Work"), and certain construction work relating to modification or relocation of its Facilities ("Relocation Work"), all in accordance with and subject to the terms and conditions of this Agreement, and any applicable tariff on file with the Washington Utilities and Transportation Commission ("WUTC").

AGREEMENT

The Parties, therefore, agree as follows:

Section 1. Design Work

1.1 Subject to the terms and conditions of this Agreement and any applicable tariffs on file with the WUTC, PSE shall use reasonable efforts to perform the Design Work and Relocation Work necessary to accommodate the Improvements. As part of the Design Work, PSE has prepared and is submitting to the Government Entity a proposed work plan ("Relocation Plan"), which shall include, among other things, (a) a reasonably detailed description of the Relocation Work to be performed by PSE, (b) a good faith estimate of the costs to perform the Relocation Work ("Relocation Cost Estimate"), and (c) a schedule for performance of the Relocation Work that, to the extent reasonably practicable, reflects the applicable key milestone dates specified by the Government Entity (the "Relocation Schedule").
1.2 PSE's good faith estimate of the costs to perform the Design and Relocation Work ("Design and Relocation Cost Estimate") is $81,000, subject to Section 7.1 of this Agreement.

Section 2. Relocation Work

2.1 Termination of Contract In the event of termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 7.5.

2.2 Performance of Relocation Work. Subject to the terms and conditions of this Agreement and any applicable tariffs on file with the WUTC, PSE shall use reasonable efforts to perform the Relocation Work as described in the Relocation Plan. Unless otherwise specified in the Relocation Plan, PSE shall provide all necessary materials, equipment and labor for the Relocation Work.

2.3 Adjustments to Relocation Plan. The Government Entity and PSE acknowledge that additional requirements not contemplated by the Relocation Plan may arise during the course of performing the Relocation Work. In the event such additional requirements arise, the Parties shall use good faith reasonable efforts to appropriately respond to such requirements in a prompt and efficient manner, including appropriate adjustment(s) to the applicable cost estimate(s) and work schedule(s). All notices of such requirements shall be in writing.

2.4 Relocation Schedule. PSE shall perform the Relocation Work in accordance with the Relocation Schedule with reasonable diligence in the ordinary course of its business and in light of any operational issues as to the remainder of its utility systems that may be influenced by the Relocation Work. PSE shall have no liability to the Government Entity or any third party, nor shall the Government Entity be relieved or released from its obligations hereunder, in the event of any delay in the performance of the Relocation Work due to any (a) repair, maintenance, improvement, renewal or replacement work on PSE's utility systems, which work is necessary or prudent as determined by PSE in its sole discretion; or (b) actions taken by PSE which are necessary or consistent with prudent utility practices to protect the performance, integrity, reliability or stability of PSE's utility systems or any systems to which such systems are connected.

Section 3. Operating rights

Unless otherwise provided for in the Relocation Plan, the Government Entity shall be solely responsible for any costs related to acquisition of any and all operating rights for the Facilities that are necessary or appropriate, in addition to or as replacement for the Existing Operating Rights, for completion of the Relocation Work ("New Operating Rights"). Unless otherwise provided for in the Relocation Plan, such New Operating Rights shall be in PSE's name, shall be of equivalent quality and kind as the Existing Operating Rights and shall be provided in a form acceptable to PSE, all as determined by PSE in its sole discretion. The
New Operating Rights shall be provided with sufficient title information demonstrating to PSE's satisfaction that PSE shall obtain clear, good and sufficient title to such rights, if applicable. PSE shall not be obligated to commence the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities as located upon or relative to the Existing Operating Rights, unless and until PSE is in possession of the New Operating Rights.

Section 4. Permits

The Government Entity shall be solely responsible for any costs related to acquisition of any and all permits, licenses, certificates, inspections, reviews, impact statements, determinations, authorizations, exemptions or any other form of review or approval given, made, done, issued or provided by any one or more governmental authorities with jurisdiction necessary or convenient for the Relocation Work (collectively, "Permits"). The Permits shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Permits necessary for the Relocation Work and all rights of appeal with respect to the Permits shall have been exhausted. The Government Entity shall be responsible for the performance of and all costs associated with any mitigation required by the Permits.

Section 5. Revisions to Relocation Plan

5.1 Performance by Government Entity. In the event the Government Entity does not perform its obligations under Sections 3 and/or 4 above to PSE's reasonable satisfaction in accordance with the Relocation Plan (as evidenced by PSE's written notice to the Government Entity regarding such satisfaction), absent written waiver by PSE of such obligation, PSE and the Government Entity shall use reasonable efforts to adjust the Relocation Schedule to allow time for the Government Entity to perform such obligations; provided, that if the Parties cannot reasonably agree upon such schedule adjustment, PSE may, at its option, thereafter terminate this Agreement by giving written notice to the Government Entity, and the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 7.5. PSE's determination as to the satisfaction or waiver of any such obligation under this Agreement shall not be deemed to be a determination of satisfaction or waiver of any other condition arising under this Agreement.

5.2 Revisions to Improvements Plan or Delays. PSE shall notify the Government Entity in writing of any reasonably anticipated changes to the Relocation Plan (including the Relocation Schedule and/or Relocation Cost Estimate) that result from (a) the revision or modification of any Improvements in a manner that requires PSE to revise its plans and specifications for the Relocation Work; (b) delay in PSE's performance of the Relocation Work caused by the Government Entity (or its agents, servants, employees, contractors,
subcontractors, or representatives); or (c) conditions or circumstances otherwise beyond the control of PSE.

Section 6. Ownership

All materials, information, property and other items provided for, used or incorporated into the Relocation Work (including but not limited to the Facilities) shall be and remain the property of PSE.

Section 7. Cost Reimbursement

7.1 Estimates. The Parties agree that the Design Cost Estimate and Relocation Cost Estimate set forth in the Design Work Plan and the Relocation Plan are estimates only and PSE shall be entitled to reimbursement of all actual costs incurred in or allocable to the performance of the Design Work and the Relocation Work.

7.2 Costs in Excess of Estimates. PSE shall use reasonable efforts to monitor its actual costs incurred during the performance of the Design Work and the Relocation Work, and in the event PSE determines that such costs are likely to exceed the then-current Design Cost Estimate or Relocation Cost Estimate by more than twenty percent (20%), PSE shall so notify the Government Entity in writing. In such event PSE may, at its discretion, suspend performance of the Design Work or the Relocation Work until such time that PSE receives from the Government Entity its written acceptance of PSE's revised cost estimate(s). PSE shall not be obligated to take any further action with respect to performance of any work unless and until PSE receives the Government Entity's written acceptance of PSE's revised cost estimate(s) and authorization to proceed with the Design Work or the Relocation Work based on the revised cost estimate(s). In the event PSE does not receive written authorization from the Government Entity to proceed with the performance of the Design Work or the Relocation Work within ten (10) working days from the date of PSE's written notice, PSE may, at its discretion, terminate this Agreement. In the event of such termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 7.5.

7.3 Design Work Costs & Relocation Costs. The Government Entity shall be responsible for, and shall reimburse PSE for, all costs and expenses incurred by PSE in connection with the performance of the Design Work ("Design Costs") and the Relocation Work ("Relocation Costs"). For purposes of this Agreement, the Design Costs and Relocation Costs shall include, without limitation, any and all direct or indirect costs incurred by PSE in connection with the performance of the Design Work (including preparation of the Design Work Plan) and the Relocation Work, including, but not limited to, labor, personnel, supplies, materials, overheads, contractors, consultants, attorneys and other professionals, administration and general expenses and taxes.

7.4 Statement of Costs - Invoice. Within thirty (30) days of the completion of the Design Work and sixty (60) days of the completion of the Relocation Work, PSE shall
provide the Government Entity with a statement and invoice of the actual Design Costs or Relocation Costs incurred by PSE; provided, however, that the statement and invoice of Design Costs may, at the PSE's option, be deferred to and provided concurrent with the statement and invoice of Relocation Costs. PSE shall provide, within a reasonable period after receipt of any written request from the Government Entity, such documentation and information as the Government Entity may reasonably request to verify any such invoice.

7.5 Costs Upon Termination of Agreement. In the event either Party terminates this Agreement, the Government Entity shall promptly pay PSE the following:

(a) all costs and expenses incurred by PSE in connection with the Design Work and the Relocation Work prior to termination of this Agreement (including, without limitation, all Design Costs and Relocation Costs incurred through the date of termination and such additional costs PSE may incur in connection with its suspension or curtailment of the Design Work and the Relocation Work and the orderly termination of the Design Work and the Relocation Work); and

(b) all costs and expenses incurred by PSE in returning and restoring the Facilities to normal and reliable commercial operations.

7.6 Payment. The Government Entity shall, within thirty (30) days after the receipt of an invoice for costs payable under this Agreement, remit to PSE a payment for the full amount of the invoice.

Section 8. Indemnification

8.1 Indemnification. The Government Entity releases and shall defend, indemnify and hold harmless PSE from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. PSE releases and shall defend, indemnify and hold harmless the Government Entity from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of PSE in its performance under this Agreement. During the performance of such activities employees or contractors of each Party shall at all times remain employees or contractors, respectively, that Party and shall not be, or be construed to be, employees or contractors, respectively, of the other Party.

8.2 Title 51 Waiver. Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying
Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

Section 9. **Disclaimers and Limitation of Liability**

9.1 **Disclaimer.** PSE makes no representations or warranties of any kind, express or implied, with respect to the Design Work, Relocation Work or other items or services provided under this Agreement including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing or usage of trade.

9.2 **Limitation of Liability.** In no event shall PSE be liable, whether in contract, warranty, tort or otherwise, to any other party or to any other person for any indirect, incidental, special or consequential damages arising out of the performance or nonperformance of the Design Work, Relocation Work or this Agreement.

Section 10. **Miscellaneous**

10.1 **Tariffs Control.** This Agreement is in all respects subject to all applicable tariffs of PSE now or hereafter in effect and on file with the WUTC. In the event of any conflict or inconsistency between any provision of this Agreement and any such tariff, the terms of the tariff shall govern and control.

10.2 **Survival.** Sections 3, and 6 through 10 shall survive any termination of this Agreement. Subject to the foregoing, and except as otherwise provided herein, upon and following termination of this Agreement neither Party shall have any further obligations arising under this Agreement and this Agreement shall be of no further force or effect.

10.3 **Waiver.** The failure of any Party to enforce or insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or relinquishment of any such provision or any other provision in that or any other instance; rather, the same shall be and remain in full force and effect.

10.4 **Entire Agreement.** This Agreement, including any exhibits hereto, sets forth the complete and integrated agreement of the Parties. This Agreement cannot be amended or changed except by written instrument signed by the Party to be bound thereby.

10.5 **Force Majeure.** In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; storm, flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its
contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a force Majeure Event, in connection with the Design Work, the Relocation Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligation in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay cause by a Force Majeure Event.

10.6 Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.7 Notice. Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below the Parties' respective signatures on this Agreement. Either Party may from time to time change such address by giving the other Party notice of such change in accordance with this section.

10.8 Governing Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. This Agreement shall be fully binding upon the Parties and their respective successors, assigns and legal representatives.

In witness whereof, the Parties have executed this Agreement as of the date set forth above.

PSE:

Puget Sound Energy, Inc.
By [Signature]
Its Municipal Liaison Manager
Address: 3130 S 38 St
Tacoma, WA 98409
Attn: Cheryl Paras

Government Entity

Bonney Lake
By [Signature]
Its [Position]
Address: [Address]
Attn: [Attn]
EXHIBIT A

FACILITIES AND EXISTING OPERATING RIGHTS

Facilities include the relocation of existing PSE vaults and associated cable and conduit located on the South East corner of 200th Ave Ct. E. and South Prairie Rd. E.

The above-described Facilities are located pursuant to easement BK0678PG0023 granted by Weyerhauser Real Estate Company as described in the attached document.
EXHIBIT B

RELOCATION PLAN

Relocate existing electric vaults and appurtenances to clear future road improvements.

This includes the removal of two 5106 deep vaults and a 5106 J-box vault along with associated UG primary and feeder cable. The installation of one 5106 deep vault and one 5106 J-box vault with associated UG primary and feeder cables and conduit.

This work will include all associated trenching and backfill per PSE standards. Final grade will be set by the municipality before the relocation project in this area.

Schedule

Work is anticipated to start in the Spring of 2006 after the clearing and grubbing has been accomplished by the county for the South Prairie Dr. East Public Improvement Project.

PSE facility relocation will go in conjunction with PSE Project, South Prairie Dr. E.Electional Relocation Project. Job # 101030073.
EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

For and in consideration of One Dollar ($1.00) and other
valuable consideration, the receipt of which is hereby acknowledged,

WEYERHAUSEN REAL ESTATE COMPANY

[Text continues]

[Signature]

As indicated by Exhibit "A" attached hereto and with this reference
made a part hereof.

[Signature]

Except as may be otherwise set forth herein Grantor's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

An 80 foot wide strip of land lying
35 feet westerly and 45 feet easterly of the following centerline:
Commencing at the SW corner of the NE quarter of Section 2; thence South 68° 02' 53" East along the South line of said NE quarter, 283.11 feet to the true point of beginning; thence North 02° 51' 05" East, 210.07 feet; thence along a curve to the right, whose radius is 87° 28' 51" East, 765.00 feet, through a central angle of 15° 19' 05"; thence North 17° 50' 14" East, 1103.95 feet; thence along a curve to the right, whose radius is 25° 05' 00"; thence North 42° 55' 14" East, 13.28 feet to the southeasterly margin of Eli Hill - South Prairie Road.

1. Purpose. Grantor shall have the right to construct, operate, maintain, repair, replace and enhance any underground electric transmission and/or distribution system upon and under the Right-of-Way subject to all necessary or conventional agreements relative thereto, which may include but are not limited to the following: underground conduits, cables, communication lines, services, substations, and transformers and semi-buried or ground mounted facilities. Following the initial construction of such facilities, Grantor may from time to time construct such additional facilities as it may require.

2. Access. Grantor shall have the right of access to the Right-of-Way over and across the Property to enable Grantor to exercise its rights hereunder, provided that Grantor shall compensate Grantor for any damages to the Property caused by the exercise of said right of access.

3. Obstructions. Grantor may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way in the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided that following any such work, Grantor shall, to the extent reasonably practicable, restore the Right-of-Way in the condition it was immediately prior to such work following the installation of Grantor's underground facilities. Grantor may undertake any necessary improvements in the landscape of the Right-of-Way, provided that no trees or other plants shall be placed therein which would be unreasonable or impractical for Grantor to remove and restore.

4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose and inconsistent with the rights herein granted, provided that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the use of the rights herein granted, that no drainage, storage or other form of collection of water shall be made on the Property which would displace water on or through Grantor's facilities on the Right-of-Way, or disrupt the lateral support to said facilities, and that no building shall be done within 15 feet of the Right-of-Way.

5. Indemnity. By acceptance and recording of this instrument, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the exercise of the rights herein granted, provided that Grantor shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. Abandonment. The rights herein granted shall continue until such time as Grantor ceases to use the Right-of-Way for a period of five (5) consecutive years, in which case this instrument shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantor's failure to utilize its facilities on the Right-of-Way within any period of time from the date hereof.

7. Successors and Assigns. The rights and obligations of the parties shall survive and be binding upon their successors and assigns.

[Signature]

APR 2 2 1991

[Signature]

[Signature]
GRANTOR
Neverhauser Real Estate Company
By: Robert J. Skeld
By: Janet L. Buck

On this day personally appeared before me
the individual described in and who executed the within and foregoing instrument, and acknowledged that
said the same as free and voluntary act and deed for the use and purposes therein mentioned.

GIVEN under my hand and official seal this __ day of ____________ 19__

Notary Public in and for the State of Washington,
residing at ____________________________
My Commission Expires__________________

STATE OF WASHINGTON
COUNTY OF

On this day personally appeared before me
the individual described in and who executed the within and foregoing instrument, and acknowledged that
said the same as free and voluntary act and deed for the use and purposes therein mentioned.

GIVEN under my hand and official seal this __ day of ____________ 19__

Notary Public in and for the State of Washington,
residing at ____________________________
My Commission Expires__________________

STATE OF WASHINGTON
COUNTY OF

On this day personally appeared before me
the individual described in and who executed the within and foregoing instrument, and acknowledged that
said the same as free and voluntary act and deed for the use and purposes therein mentioned.

GIVEN under my hand and official seal this __ day of ____________ 19__

Notary Public in and for the State of Washington,
residing at ____________________________
My Commission Expires__________________

STATE OF WASHINGTON
COUNTY OF

CORPORATE ACKNOWLEDGMENT

On this 16th day of March 19__ before me, the undersigned, personally appeared
Robert J. Skeld and Janet L. Buck
Vice President and Assistant Secretary, respectively, of
Neverhauser Real Estate Company, the corporation that executed the foregoing instrument,
and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the use and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the said instrument is the true and correct seal of said corporation.

 Witnesses

My Commission Expires 3-1-92

Notary Public in and for the State of Washington,
residing at ________________

9104220459
That portion of the Northwest quarter of Section 3, Township 19 North, Range 5 East, W.R., described as follows:

The Southwest quarter of the Northwest quarter of Section 3, Township 19 North, Range 5 East of the Willamette Meridian, Pierce County, Washington.

EXCEPT the East half of the South half of the South half of the South half of said Subdivision.

EXCEPT that portion of the West half of the South half of the South half of the South half of the Southwest quarter of the Northwest quarter of said Section 3, described as follows: Beginning at the Southeast corner of said Subdivision; thence North 88°04'24" West 118.35 feet along the South line of said Subdivision; thence North 02°29'44" East 22.43 feet; thence South 83°31'11" East 118.92 feet to the East line of said Subdivision; thence South 03°47'01" West 12.80 feet to the point of beginning.

ALSO, Lots 1, 2, 3 and 4 of Short Plat No. 75-463 filed for record December 10, 1975, in Book 6 of Short Plats at page 34, records of Pierce County.

ALSO, Lots 1, 2, 3 and 4 of Short Plat No. 76-59 filed for record February 5, 1976, in Book 7 of Short Plats at page 29, records of Pierce County.

ALSO, Lot 1 of Short Plat No. 76-26 filed for record January 14, 1976, in Book 6 of Short Plats at page 96, records of Pierce County.

EXHIBIT "A"
QUIT CLAIM DEED

THE GRANTOR, WEYERHAUSER REAL ESTATE COMPANY, a Washington corporation, by Robert L. Shedd, Vice President, and Janet L. Buck, Assistant Secretary, for and to consideration of benefits derived by grantor, conveys and is granted the following described property, situated in the County of Pierce, State of Washington, together with all after acquired title of the grantor:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

A 70 FOOT WIDE STRIP OF LAND LYING 35 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH 88° 02' 59" EAST, 218.87 FEET; Thence along a curve to the right, whose radius point bears south 67° 29' 31" East, 765.00 feet, through a central angle of 15° 19' 05"

THENCE NORTH 17° 50' 14" EAST, 1103.95 FEET; THENCE ALONG A CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 72° 09' 46" EAST, 765.00 FEET, THROUGH A CENTRAL ANGLE OF 25° 05' 08"; THENCE NORTH 42° 55' 24" EAST, 1328.28 FEET TO THE SOUTHWESTERN MARGIN OF ELMHILL - SOUTH PRAIRIE ROAD.

Additional right-of-way for 200th Avenue Court East, as shown on Exhibit "A".

SUBJECT TO all outstanding rights of others, if any.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 21st day of March, 1991.

WEYERHAUSER REAL ESTATE COMPANY

By: /s/R.L. Shedd

Vice President

[Signature]

Maiden Name

[Signature]

Assistant Secretary

EXHIBIT No. /s/ 141-P-2541

Date 4-19-91

Pierce County

By: /s/ C. Chittick

Auth. Sts.

STATE OF WASHINGTON

COUNTY OF KING

On the 21st day of March, 1991, before me personally appeared Robert L. Shedd and Janet L. Buck, to me known to be the Vice President and Assistant Secretary, respectively, of WEYERHAUSER REAL ESTATE COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]

Notary Public in and for the State of Washington, residing at

[Signature]

My commission expires /s/ 3-1-92

Pierce County Public Works Dept.

Tacoma, WA 98409-5407

APPROVED as to form only:

/s/ 1-17-91

Pierce County Deputy Procuring Officer

[Signature]

Accepted by:

Pierce County Auditor

9104190270
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

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<th>Council/Wrkshp Mtg Date:</th>
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**BUDGET INFORMATION**

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**Explanation**

**Agenda Subject:** Cancellation of June 20, 2006 Council Workshop.

**Administrative Recommendation:** That the Council cancel the workshop June 20, 2006.

**Background Summary:**

The third week in June is traditionally when the Association of Washington Cities holds its annual conference. In previous years, the Council has canceled its workshop during this third week. With most, if not all, Councilmembers planning to attend this conference, it is likely there will not be quorum for the Council workshop the night of June 20, 2006.

**Council Committee Dates:**
- Finance Committee:
- Public Safety Committee:
- Community Development & Planning Committee:
- Council Workshops:

<table>
<thead>
<tr>
<th>Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
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<td>Planning Commission:</td>
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<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
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<td>Council Referred Back to:</td>
<td>Workshop:</td>
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<td>Council Tabled Until:</td>
<td>Committee:</td>
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**Signatures:**
- Dir. Authorization: [Signature]
- Mayor: [Signature]
- Date City Attorney Reviewed: [Date]
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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<td>February 14, 2006</td>
<td>AB06-29</td>
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<td>$10,000</td>
<td>$1,220</td>
<td>same</td>
<td>$8,780/approx.</td>
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**Explaination:**
Out of State travel request for Sgt. Ron Sasaki to attend Sniper Week training in Tampa, Florida.

**Agenda Subject:**
A motion of the City of Bonney Lake, Pierce County, Washington, authorizing out of state travel for Sgt. Ron Sasaki to attend Sniper Week training in Tampa, Florida.

**Administrative Recommendation:**
Recommend approval

**Background Summary:**
This class is not offered locally and will be paid for out of the drug fund. With limited advanced sniper training available locally, this training would benefit the department and the community greatly.

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<th>Council Committee Dates:</th>
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<tr>
<td>Finance Committee:</td>
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<td>Public Safety Committee: February 6, 2006</td>
<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
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<td>Community Development &amp; Planning Committee:</td>
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<td>Council Workshop:</td>
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**Signatures:**

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<th>Dept. Dir.</th>
<th>Mayor/City Administrator</th>
<th>Date City Attorney reviewed</th>
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<tr>
<td>Buster Maple</td>
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PUBLIC SAFETY COMMITTEE

DATE: February 6th, 2006

ORIGINATOR: Buster McGehee TITLE: Interim Chief of Police

SUBJECT/DISCUSSION: Out of State travel

Out of State travel request for Sgt. Sasaki to attend Sniper Week training in Tampa, FL.

ORDINANCE/RESOLUTION #

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
MAYOR
FINANCE DIRECTOR
CITY ATTORNEY

BUDGET INFORMATION

BUDGETED ITEM: Not Applicable TOTAL COST: N/A
(Note: If budgeted item, attach copy of budget page and identify)

2006 Budget Amount  Required Expenditure  Impact  Remaining Balance
$10,000               $1,220          

Explanation: This class is not offered locally and will be paid for out of the drug fund. Sgt. Sasaki has attended this training in the past. With limited advanced sniper training available locally, this training would benefit the department and the community greatly.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE  APPROVED  DISAPPROVED
Phil DeLeo, Chairperson 2-6-06  

David King 2-6-06  

Cheryl Noble 2-6-06  

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK  FINANCE OFFICER  CITY ATTORNEY

Please schedule for Council Meeting date of: February 28, 2006
SniperWeek is a unique training event for police and military snipers. It combines two days of comprehensive classroom lectures and presentations with two days of intense, job-related range training and competition. SniperWeek is recognized as the largest, and longest running police sniper training event of its kind in the world. There is nothing else like it anywhere.

March 29 - April 1, 2006 Tampa, FL

http://www.snipercraft.org/sniperweek.html
Your preparation.

Your marksmanship. Exactly like the next time the paper goes off. This is an opportunity to validate

your marksmanship. Exactly like the next time the paper goes off. This is an opportunity to validate

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teamwork, problem-solving, communication skills, ability to perform under a variety of stressors - and

teamwork, problem-solving, communication skills, ability to perform under a variety of stressors - and

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The result is a practical series of exercises the-fire-exception, set up to test your fitness capabilities,

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supports. Using actual shooter indicators as the model, each phase incorporates documented principles.
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The emphasis is on training. The Superintendent Challenge is a unique course, designed by and for police

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guage his readiness to operate in the real world of tactical deployments should stop here first.

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SNIPECRKRAFT CHALLENGE - Match 31 - April 1

and emotional bullet performance factors.

and emotional bullet performance factors.

and emotional bullet performance factors.

and emotional bullet performance factors.

and emotional bullet performance factors.

Serge Johnson - Formerly Ammunition - Technical information on ammunition, ballistics
Serge Johnson - Formerly Ammunition - Technical information on ammunition, ballistics
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Serge Johnson - Formerly Ammunition - Technical information on ammunition, ballistics
Serge Johnson - Formerly Ammunition - Technical information on ammunition, ballistics

Maj. Spence - Formerly Secretary of the Air Force, Major Instructor in the British Army,
Maj. Spence - Formerly Secretary of the Air Force, Major Instructor in the British Army, 
Maj. Spence - Formerly Secretary of the Air Force, Major Instructor in the British Army, 
Maj. Spence - Formerly Secretary of the Air Force, Major Instructor in the British Army, 
Maj. Spence - Formerly Secretary of the Air Force, Major Instructor in the British Army, 

Great Britain - Admiral, OK PD - The aftermath of a shooting can be more difficult to
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To save a hostage.

To save a hostage.

To save a hostage.

To save a hostage.

To save a hostage.

T. Coxe - Director - Birthmark, IL - Detecting an Incident calling for a number of trained skills
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and the death of a police officer during an ambush
and the death of a police officer during an ambush
and the death of a police officer during an ambush
and the death of a police officer during an ambush
and the death of a police officer during an ambush

Sel. McCall - Commander, CT PD - Detecting an Incident involving multiple agencies
Sel. McCall - Commander, CT PD - Detecting an Incident involving multiple agencies
Sel. McCall - Commander, CT PD - Detecting an Incident involving multiple agencies
Sel. McCall - Commander, CT PD - Detecting an Incident involving multiple agencies
Sel. McCall - Commander, CT PD - Detecting an Incident involving multiple agencies

You will ever hear.

You will ever hear.

You will ever hear.

You will ever hear.

You will ever hear.

Norman Price - Pepper AZ - One of the most dramatic and distinguishing sniper debriefings
Norman Price - Pepper AZ - One of the most dramatic and distinguishing sniper debriefings
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Scheduled speakers this year will be announced as they confirm

Scheduled speakers this year will be announced as they confirm

Scheduled speakers this year will be announced as they confirm

Scheduled speakers this year will be announced as they confirm

Scheduled speakers this year will be announced as they confirm

Superintendent Challenge - Match 3 - March 29 & 30

Superintendent Challenge - Match 3 - March 29 & 30

Superintendent Challenge - Match 3 - March 29 & 30

Superintendent Challenge - Match 3 - March 29 & 30

Superintendent Challenge - Match 3 - March 29 & 30

Two days of presentations focusing on topics of importance to today's special operations personnel.

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The Smile Train

Chance at Life. A Gift at Second
Give a Kid with

Part of the proceeds from SniperWeek each year go to support our favorite charity. Please help us to help them. There is a truly worthy cause.

'This is the Olympics of Police Sniping!' Law & Order Magazine

We offer you a chance to try, to learn, and to test yourself. Are you up to "The Challenge?"
You need to attend this event. Attendance is open to any police and military personnel who have an interest. If you have a SWAT team, operations missions, and production missions. Be sure to address any key issues addressed during the seminar.

• Special Operations
• Special Operations
• Special Operations
• Special Operations

The seminar features lectures and presentations of special interest to sipper, SWAT personal, and sipper.

Princep, Princep Plaza Ave, Tampa, FL 33610.

Sipper, Inc. will be holding its Education SWAT/Sipper Seminar at the Crowne Plaza Hotel, 10221

March 29-30, 2006

SipperWeek 2006

Calling All Sipers

SipperWeek

2006 Sponsors
Rule Sheet
Registration
Photos
2005 Scores
Sponsors

Home SipperWeek Registration
If you have any questions about the Superfactor Challenge, please contact us at (949) 389-0829.

All shooters will be expected to adhere to very strict safety policies throughout the tournament.

All participants in the tournament will receive a commemorative T-shirt. Prizes and trophies will be awarded at the top seven teams.

The Challenge will consist of two-man pairs/observer teams. Any single shooters who enter will be paired as a team. There is a two-man team, an observer, and one of the two players in each team. Any single players who enter will be paired as a team.

The Challenge will be physically and mentally demanding and shooters should be in good condition.

Participation is open only to active centurion police SWAT teams and military personnel and support staff.

Induced stress.

Accommodations for guests are being provided by the Croxton Plaza Hotel. 1813-203-6603. Rooms will be assigned at arrival to ensure a comfortable stay.

A buffet lunch will be served each day and is included in the registration cost.

All attendees will receive a certificate of participation.

Product vendors will also be on hand to display the latest in tactical equipment.

This is the only event of its kind in the nation. The Challenge will be held at the Wyoming Amelode Club.

Superfactor Team Challenge — March 31 - April 1, 2006
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

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<td>AB06-25</td>
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**BUDGET INFORMATION**

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**Explanation** The School District and the Cities of Bonney Lake and Sumner are on different fiscal years. An operating budget will be submitted to the signatories of this agreement no later than June 1, 2006.

**Agenda Subject:** A resolution of the City Council of the City of Bonney Lake re-authorizing an Interlocal Agreement for joint operation of a recreation program.

**Administrative Recommendation:** Approval.

**Background Summary:** The Cities of Bonney Lake and Sumner and the Sumner School District have operated a joint recreation program nearly continuously since 1991. The program serves well over 22,000 participants. In the operating year of 2004/2005, each of the cities contributed $27,500. The programs budget of $712,805 supports four full-time programmers and a secretary. The Bonney Lake/Sumner Recreation Department operates an average of 55 programs per quarter for the participating communities.

**Council Committee Dates:**
- Finance Committee: 02/14/06
- Public Safety Committee:
- Community Development & Planning Committee:
- Council Workshops:

**Commission Dates:**
- Planning Commission:
- Civil Service Commission:

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

**Council Action:**
- Council Call for Hearing:
- Council Hearings Date:
- Council Referred Back to: Workshop:
- Committee:
- Council Tabled Until: Council Meeting Dates: 02/14/06

**Signatures:**
- Dir. Authorization
- Mayor
- Date City Attorney Reviewed:
DATE: 02-14-06

ORIGINATOR: Don Morrison  
TITLE: Administrative Services Coordinator

SUBJECT/DISCUSSION: Interlocal Agreement for Joint Recreation Program

ORDINANCE/RESOLUTION Resolution # 1530

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Forward the attached resolution with the Committee’s endorsement to re-authorize the Interlocal Agreement for operation of a joint Bonney Lake/Sumner/Sumner School District Recreation Program.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

Mayor  OK
Finance Director  OK
City Attorney  OK

BUDGET INFORMATION

BUDGETED ITEM:  TOTAL COST:  To be determined.
Contribution last year was $27,500.
(Note: If budgeted item, attach copy of budget page and identify)

<table>
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<tr>
<th>2006 Budget Amount</th>
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Explanation: Due to different fiscal years, a proposed operating budget will be submitted to the participants in the interlocal agreement no later than June 1, 2006.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

Dan Swatman, Chair, Finance

Phil DeLeo, Chair, Public Safety

James Rackley, Chair, CDC

COMMITTEE COMMENTS: ____________________________

COMMITTEE’S RECOMMENDATION TO FORWARD TO:

CITY CLERK  FINANCE DIRECTOR  CITY ATTORNEY

Include on the Consent Agenda for Council Meeting date of: February 14, 2006
Yes.  No.
RESOLUTION NO. 1530

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE SUMNER SCHOOL DISTRICT, CITY OF BONNEY LAKE AND CITY OF SUMNER RELATING TO THE CONTINUED OPERATION OF A JOINT RECREATION PROGRAM.

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

PASSED by the City Council this 14th day of February, 2006.

Mayor Neil Johnson, Jr.

AUTHENTICATED:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney
INTERLOCAL AGREEMENT
BETWEEN
THE SUMNER SCHOOL DISTRICT
AND
THE CITY OF BONNEY LAKE
AND
THE CITY OF SUMNER

THIS IS AN INTERLOCAL AGREEMENT between the SUMNER SCHOOL DISTRICT, a common school district and municipal corporation of the State of Washington, and THE CITY OF SUMNER, a municipal corporation of the State of Washington, and THE CITY OF BONNEY LAKE, a municipal corporation of the State of Washington (collectively referred to as the “parties”), relating to the creation and operation of a Joint Recreation Program. The initial effective date of this agreement is January 1, 2006.

WHEREAS there is a need for additional recreation and arts programs in the geographic area encompassed by the Sumner School District, the City of Bonney Lake and the City of Sumner; and

WHEREAS the Sumner School District, the City of Bonney Lake, and the City of Sumner desire to provide the citizens of their respective communities enhanced opportunities for recreation and arts; and

WHEREAS, each part by itself does not have sufficient resources to provide such enhanced recreation and arts opportunities; and

WHEREAS it is in the public interest that the parties cooperate to provide resources to provide efficient, cost-effective recreation and arts programs; and

WHEREAS each of the parties is a “public agency” within the meaning of Chapter 39.34 RCW;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the Sumner School District, the City of Bonney Lake, and the City of Sumner hereby agree to create and operate a Joint Recreation Program, as follows:

1. JOINT ADVISORY BOARD FOR INTERGOVERNMENTAL COOPERATION.

1.1 Formation of a Joint Advisory Board. Pursuant to RCW 39.34.030(4), the parties hereby establish a Joint Advisory Board for Intergovernmental Cooperation ("Joint Advisory Board"). The Joint Advisory Board is not a separate legal entity.

1.2 Composition of Joint Advisory Board. The Joint Advisory Board shall have three members: one each from the Sumner School District, the City of Bonney Lake and the City of Sumner. The members of the Joint Advisory Board shall be the mayor of the City of Bonney Lake, the mayor of the City of Sumner and the Superintendent of the Sumner School District, or their respective appointees. Each party may appoint its member to the Joint Advisory Board according to its own procedures and policies.

1.3 Joint Advisory Board Responsibilities

1.3.1 The Joint Advisory Board will advise the Joint Recreation Program Coordinator on issues related to the administration of the Joint Recreation Program
1.3.2 The Joint Advisory Board will determine the salary of the Joint Recreation Program Coordinator and other Joint Recreation Program employees and will advise the Superintendent of the Sumner School District or his delegates regarding the responsibilities of the Joint Recreation Program Coordinator.

1.3.3 The Joint Advisory Board, through its individual members, shall authorize the Joint Recreation Program Coordinator to make arrangements, when feasible, for use of facilities owned or controlled by the parties to the Joint Recreation Program. It is expressly understood that such facilities will be made available to the Joint Recreation Program without charge to the Joint Recreation Program.

2. **JOINT OPERATING ACCOUNT**

2.1 **Establishment of Operating Accounts.** The Joint Advisory Board hereby establishes a separate account to carry out the recreation program. It shall be designated by the appropriate state-defined account title and account code. The Joint Recreation Program Coordinator shall be designated as the administrator of the account.

2.2 **Sources of Funding**

2.2.1 The Sumner School District, the City of Bonney Lake, and the City of Sumner are on different fiscal year and budget cycles. As a consequence, the advisory board will begin the process of determining the contributions needed from each member of the joint agreement based on a budget submitted to the advisory board no later than June 1 of each year. The Joint Advisory Board will make a final determination of each member’s contribution to the operating account no later than August 1 of each year. No party to this agreement shall be required to make contributions to the Operating Fund without the mutual agreement of all parties to the agreement.

2.2.2 Additional funding will be provided through fees charged to participants in programs of the Joint Recreation Program. It shall be the responsibility of the Joint Recreation Program Coordinator to develop a viable fee structure, with approval of the Joint Advisory Board.

2.2.3 **Use of Funds.** The Operating Account will be used to pay all expenses necessary for the efficient operation of the Joint Recreation Program. Such expenses include all costs involved in employing the Joint Recreation Program Coordinator and other staff, including but not limited to worker’s compensation contributions, F.I.C.A., employment security contributions, and employee benefits. Other necessary expenses may be paid as the need arises.

2.2.4 **Accounting.** The Joint Recreation Program Coordinator will keep an account of the manner acquiring, holding, and disposing of funds and real and personal property used in the Joint Recreation Program.
3. ADMINISTRATION OF THE JOINT RECREATION PROGRAM.

3.1 Administration of the Joint Recreation Program shall be the responsibility of the Superintendent of the Sumner School District or his delegees.

3.2 The Joint Recreation Program Shall be administered as a program of the Sumner School District.

3.3 The Superintendent of the Sumner School District or his delegees shall call a meeting of the Joint Advisory Board on at least a quarterly basis to advise the Joint Advisor Board on the status of the Joint Recreation Program and to seek the advice and counsel of the Joint Advisory Board on matters related to the operation and administration of the Joint Recreation Program.

4. RESPONSIBILITIES OF EACH PARTY.

4.1 Sumner School District Responsibilities. The Sumner School District shall have the following responsibilities regarding the operation of the Joint Recreation Program:

4.1.1 Appointing a member to the Joint Advisory Board.

4.1.2 Hiring, evaluating, supervising, and terminating the services of a Joint Recreation Program Coordinator. The Joint Recreation Program Coordinator and the other Joint Recreation Program staff will be considered to be employees of the Sumner School District.

4.1.3 Providing a suitable facility for the office of the Joint Recreation Program, including office space.

4.1.4 Seeking, on at least a quarterly basis, the advice of the Joint Advisory Board on matters related to the operation and administration of the Joint Recreation Program.

4.1.5 Overseeing and supervising the work of the Joint Recreation Program Coordinator on a day-to-day basis, consistent with guidelines established by the Joint Advisory Board.

4.1.6 Provide payroll administration and services for the Joint Recreation Program.

4.1.7 Cooperating with the Joint Recreation Program by making Sumner School District facilities available, when feasible, for the programs and activities of the Joint Recreation Program.

4.2 Cities of Bonney Lake and Sumner Responsibilities

4.2.1 The Cities of Bonney Lake and Sumner shall appoint a member of the Joint Advisory Board who shall participate actively in carrying out the responsibilities of the Joint Advisory Board.

4.2.2 The Cities of Bonney Lake and Sumner shall cooperate with the Joint Recreation Program by making their facilities available, when feasible, for use for the programs and activities of the Joint Recreation Program.
5. RENEWAL OF AGREEMENT

5.1.1 Renewal. The Agreement may be renewed for succeeding one-year terms by agreement of all of the parties.

6. TERMINATION. The Agreement terminates automatically at the end of each contract year. The Agreement may be terminated at any time by mutual written agreement of all of the parties. Neither the parties, the Joint Advisory Board, nor the Joint Recreation Program Coordinator shall commit the Joint Recreation Program to any contractual obligation that extends beyond the duration of the Agreement. Upon termination of the Agreement, unexpended and uncommitted joint funds shall be distributed to each of the parties.

7. INSURANCE. Insurance coverage obtained by the Sumner School District, the City of Bonney Lake and the City of Sumner shall be individually secured and maintained with responsible insurers. The coverage shall be for damages because of personal or bodily injury, including death resulting from such injuries, damage to or loss of use of building, contents and personal property and other coverage as is customarily maintained for recreation programs to the extent that such insurance can be secured and maintained at a reasonable cost. If the activities of the Joint Recreation program cannot be insured at a reasonable cost through either new policies or riders to existing policies, the Joint Advisory Board shall declare that insurance is unavailable and this agreement shall be terminated immediately.

8. NONDISCRIMINATION. The parties to this Agreement declare that they are committed to the principle of equal opportunity consistent with applicable laws.

9. AUDITS AND INSPECTIONS. The records and document with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by each of the parties during the term of this agreement and for three years after termination.

10. AMENDMENTS. The Agreement may be amended at any time by mutual written agreement of all of the parties.

11. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, the parties have executed this agreement.

CITY OF BONNEY LAKE
By __________________________
Its __________________________
Date __________________________

CITY OF SUMNER
By __________________________
Its __________________________
Date __________________________

SUMNER SCHOOL DISTRICT
By __________________________
Its __________________________
Date __________________________
January 26, 2006

Dear Don,

Enclosed is the annual Interlocal Agreement between the Sumner School District, the City of Bonney Lake and the City of Sumner for your City Attorney’s review, prior to the Mayor’s signature. The document has not changed from last year.

I have scheduled the first Governing Board Meeting of the two mayors, Dr. Eismann and me on Wednesday, February 15, 2006. I was hoping that the document could be reviewed and approved for signing on that date.

Should you have any questions, feel free to call me at (253) 891-6500 between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Thank you very much.

Sincerely,

Rebecca L. Giles
Community Recreation & Education Coordinator
Sumner High School Pool Supervisor

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

Department/Staff Contact: Adm Srvc/Edvalson
Council Meeting Date: February 14, 2006
Agenda Item Number AB06-28

Ordinance Number: 
Resolution Number: 532

Councilmember Sponsor: 

BUDGET INFORMATION

2006 Budget Amount: 
Required Expenditure: Not to exceed $11,000
Impact: 
Remaining Balance: 

Explanation: Although the scope of work has not been finalized, the Mayor and administrative staff will work to minimize the expenditures under this agreement.

Agenda Subject: A Resolution of the City Council authorizing an agreement with Berk & Associates for Retreat Facilitation Services.

Administrative Recommendation: Authorize the Mayor to sign an agreement with Berk & Associates for retreat facilitation services in an amount not to exceed $11,000.

Background Summary:

Arrangements have been made to use the services of Marty Wine through Berk and Associates, Inc. to facilitate the February 17-18 Council planning retreat. Ms. Wine has facilitated past retreats for the Council. A resolution and agreement, including proposed scope of work has been included for Council review and action.

Council Committee Dates: 
Finance Committee: 02/14/06
Public Safety Committee: 
Community Development & Planning Committee: 
Council Workshop: 

Agency/Commission Dates: 
Planning Agency: 
Design Commission: 
Civil Service Commission: 

Board/Hearing Examiner Dates: 
Park Board: 
Hearing Examiner: 

Council Action:
Council Call for Hearing: 
Council Hearings Date: 
Council Referred Back to: Workshop: Committee
Council Tabled Until: Council Meeting Dates: 02/14/06

Signatures: Dept. Dir. Mayor Date City Attorney reviewed
FINANCE COMMITTEE

DATE: 02-14-06

ORIGINATOR: Don Morrison  TITLE: Administrative Services Coordinator

SUBJECT/DISCUSSION: Retreat Facilitation Services Agreement with Berk & Assocs., Inc.

ORDINANCE/RESOLUTION Resolution # 1532

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Forward the attached resolution with the Committee’s endorsement to authorize an agreement with Berk & Associates for retreat facilitation services.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
MAYOR OK
FINANCE DIRECTOR OK
CITY ATTORNEY OK

BUDGET INFORMATION

BUDGETED ITEM: TOTAL COST: Not to exceed $11,000
(Note: If budgeted item, attach copy of budget page and identify)

<table>
<thead>
<tr>
<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
</table>

Explanation: Final negotiations regarding the scope of work are ongoing. The Mayor and administrative staff will work to minimize the expenditures associated with this agreement.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

<table>
<thead>
<tr>
<th>DATE</th>
<th>APPROVED</th>
<th>DISAPPROVED</th>
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<tbody>
<tr>
<td>Dan Swatman, Chair, Finance</td>
<td>______</td>
<td>______</td>
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<tr>
<td>Phil DeLeo, Chair, Public Safety</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>James Rackley, Chair, CDC</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

COMMITTEE COMMENTS:

________________________________________

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK  FINANCE DIRECTOR  CITY ATTORNEY

Include on the Consent Agenda for Council Meeting date of: February 14, 2006

Yes.  No.
RESOLUTION NO. 1532

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH BERK & ASSOCIATES FOR RETREAT FACILITATION SERVICES.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached hereto and incorporated hereby in "Attachment A".

PASSED by the City Council this 14TH day of February, 2006.

Mayor Neil Johnson, Jr.

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT
BETWEEN

City of Bonney Lake
19306 Bonney Lake Blvd.
P.O. Box 7380
Bonney Lake, WA 98391-0944

Berk & Associates, Inc.
120 Lakeside Avenue, Suite 200
Seattle, WA 98122

Project

This agreement is made between the City of Bonney Lake (Client) and Berk & Associates, Inc. (Consultant).

Statement of Work

Berk & Associates will provide facilitation services and retreat support for the City of Bonney Lake. The purpose of this agreement is to engage the Consultant to provide professional services related to this project. Services provided for within this agreement shall be performed by the Consultant from February 1, 2005 to March 15, 2005 unless modified by a written agreement of the parties.

Berk & Associates will conduct the specific tasks outlined in Attachment A that comprise the Consultant scope of work for the project.

Compensation and Payment

The Client shall pay the Consultant on a time and materials basis at the rates set forth below, on a task basis, not to exceed $11,500. Public-sector billing rates for the year 2006 are as follows:

<table>
<thead>
<tr>
<th></th>
<th>$145/hour</th>
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</thead>
<tbody>
<tr>
<td>Senior Associate</td>
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<tr>
<td>Associate</td>
<td>$80/hour</td>
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Direct non-salary costs for 2006 are as follows:

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<tr>
<th></th>
<th></th>
<th>per unit</th>
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<tr>
<td>Mileage</td>
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<td>per mile</td>
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<tr>
<td>Copies</td>
<td>$0.10</td>
<td>each page</td>
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<tr>
<td>Color printing</td>
<td>$0.25</td>
<td>each page</td>
</tr>
<tr>
<td>Printing - Large Format (34&quot;x44&quot;)</td>
<td>$28.50</td>
<td>each page</td>
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<tr>
<td>Printing - Small Format (22&quot;x44&quot;)</td>
<td>$13.00</td>
<td>each page</td>
</tr>
</tbody>
</table>
| Parking, long distance telephone, postage, courier, external printing | Direct project-related charges

The Consultant agrees to submit an invoice including receipts for reimbursable expenses to the Client by the 5th day of the month for the previous month's billings. The invoice amount shall be paid within thirty (30) days of receipt of invoice.
Relationship of the Parties

The relationship of the parties shall be as independent contractors and shall be limited to the performance of services as set forth in this agreement. The Consultant agrees to facilitate a two-day retreat with the Mayor, City Council, staff and city commission members. Neither party shall assign or delegate this agreement or any rights, duties or obligations hereunder without the express written consent of the other. The Consultant shall indemnify, defend and hold harmless the Client from any claim, suit or action made by any person, to the extent it arises from a negligent act or omission on the part of the Consultant in the performance of its services under this agreement.

Termination and Disputes

This agreement may be terminated by either party upon seven (7) days written notice. The Consultant shall then invoice the Client for all services performed through the effective date of the termination, and shall be paid by the Client for such service, performed in a satisfactory manner under the terms of this agreement.

In the event that any legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to a reasonable sum for attorney’s fees including those incurred prior to the action being filed and court costs.

Acceptance

This agreement, including attachments incorporated by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this agreement. This agreement is to be governed by, and construed in accordance with, the laws of the state of Washington.

In consideration of the terms, conditions, covenants and performance contained herein, the respective parties accept this agreement for consultant services.

City of Bonney Lake
By: __________________________
Title: _________________________
Date: _________________________

Berk & Associates, Inc.
By: __________________________
Title: _________________________
Date: _________________________
**City of Bonney Lake Retreat: Attachment A**

**Estimate of Hours and Scope of Work**

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<tr>
<th>Task</th>
<th>Timeframe</th>
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<th>M. Wine $145</th>
<th>J. McConnel $80</th>
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<td>Pre-retreat and agenda planning</td>
<td>Through Feb. 17</td>
<td>20</td>
<td>20</td>
<td>4</td>
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<tr>
<td>Retreat facilitation</td>
<td>Feb. 17 and 18</td>
<td>24</td>
<td>24</td>
<td>24</td>
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<tr>
<td>Followup notes and reporting</td>
<td>By March 6</td>
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<td>6</td>
<td>18</td>
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<tr>
<td><strong>Total Estimate of Hours</strong></td>
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<td>46</td>
<td></td>
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<td><strong>Direct Project Costs</strong></td>
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<td><strong>Project Expenses at 5% of Direct</strong></td>
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<td>$547</td>
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<tr>
<td><strong>Project Cost Estimate for Retreat</strong></td>
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City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Elizabeth Chamberlain, Associate Planner
Council Meeting Date: February 14, 2006
Agenda Item Number

Ordinance Number: Resolution Number: Councilmember Sponsor:

BUDGET INFORMATION

2006 Budget Amount Required Expenditure Impact Remaining Balance
NA

Explanation:

Agenda Subject:
Orchard Grove Preliminary Plat

Administrative Recommendation: Approve the preliminary plat of Orchard Grove.

* Quasi-judicial *

Background Summary:

Ron Newman/Milestone Homes Inc. proposes the development of Orchard Grove, a residential subdivision consisting of 17 single family residential lots on approximately 4.02 acres. The proposal includes construction of 183rd Ave. E. to its connection with 84th St. E. The site is currently zoned R-1 Low Density Residential District (BLMC Chapter 18.14).

The site is located at 18212 84th St. East, Bonney Lake, Washington. A complete legal description is shown on the site plan (Attachment 6). The complete audio record from the public hearing held on January 27, 2006 at 9:00 a.m. is available on CD.

Council Committee Dates: Agency/Commission Dates: Board/Hearing Examiner Dates:
Finance Committee:
Public Safety Committee:
Community Development & Planning Committee:
Council Workshop:
Planning Agency:
Design Commission:
Civil Service Commission:

Park Board:
Hearing Examiner: January 27, 2006

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

Signatures:
Dept. Dip: Mayor: Date City Attorney reviewed
I. INTRODUCTION

Ron Newman/Milestone Homes Inc. proposes development of Orchard Grove, a residential subdivision consisting of 17 single family residential lots on approximately 4.02 acres. The proposal includes construction of 183rd Ave. E. to its connection with 84th St. E. The site is currently zoned R-1 Low Density Residential District (BLMC Chapter 18.14)

The site is located at 18212 84th St. East, Bonney Lake, Washington. A complete legal description is shown on the site plan (Attachment 6). The complete audio record from the public hearing held on January 27, 2006 at 9:00 a.m. is available on CD.

II. HEARING EXAMINER AND STAFF RECOMMENDATION

Based on the evaluation of the proposal contained in the Hearing Examiner’s recommendation and this staff report, the proposal meets the intent and purpose of the Bonney Lake Comprehensive Plan and the Bonney Lake Municipal Code. The Hearing Examiner recommends approval with conditions of the proposed preliminary plat. Staff recommends the City Council adopts the Hearing Examiner’s findings, conclusions, and conditions of approval (Attachment 1).

III. GENERAL INFORMATION

Applicant: Ron Newman
Agent: Milestone Homes, Inc.
P.O. Box 1376 214 Alder Ave.
Sumner, WA 98390 Sumner, WA 98390
(253) 891-1165 (253) 863-6783

Property Owner: Ron Newman

Project Name: Orchard Grove

Location: 18212 84th St. E., within the NW 1/4 of Section 33, Township 20 North, Range 5 East, Willamette Meridian, Pierce County, Washington
Parcel Number: 5640000540

Current Zoning: Low-Density Residential (R-1)

Comprehensive Plan Land Use: Low Density Residential (R-1)

Site Acreage: 4.02 acres

Environmentally Sensitive Areas: None known.

Date of Application: August 17, 2005 (Attachment 2)
Date Determined  
Complete:  
August 30, 2005  

Public Notice of  
Application:  
September 9, 2005  

Public Notice of  
Public Hearing:  
November 22, 2005 (Note: No new notice was provided as the postponement of the hearing was stated on the record at the December 19, 2005 hearing, which was published).  

IV. SEPA THRESHOLD DETERMINATION  

Pursuant to the State Environmental Policy Act (SEPA) and City of Bonney Lake Environmental Regulations, as codified in BLMC Title 16-Environmental Protection, the SEPA Responsible Official has reviewed this project and issued a Mitigated Determination of Nonsignificance on November 22, 2005. The comment period ends December 7, 2005, making the determination final. The appeal deadline ends on December 23, 2005. The City did not receive any appeals.  

VI. COMMENTS FROM OTHER AGENCIES  

Other agencies have reviewed the project as part of the Notice of Application/SEPA process.  

- Sumner School District requested the developer mitigate the impact of new students by paying a fee consistent with the City of Bonney Lake School Impact Fee Ordinance.  
- Pierce County Public Works and Utilities, Transportation Services Division reviewed the proposed development and has no comment.  

Comment: Suggested mitigation has been integrated in the MDNS for the project (Attachment 3).  

VII. PUBLIC COMMENT ON APPLICATION  

No individual public comment letters have been received to date.  

VIII STAFF ANALYSIS  

A. Current and Planned Uses of the Site  

The site consists of 4.02 acres located at 18212 84th St. E., Bonney Lake, Washington. The current zoning and the Bonney Lake Comprehensive Plan designation is Single Family Residential (R-1). The property is currently occupied by one single family home. The existing home will be demolished as part of the proposed development. The site is bordered on the south by 84th St. E., to the west and north by developed single family residential lots and to the east by the 183rd Ave. E. right-of-way that is not yet constructed.
The proposal is for a Preliminary Plat that would result in 17 single family residential lots and 1 tract for storm drainage. The residential lots have an average size of 8,787 square feet. The project will also include construction of 183rd Ave. E. to its connection with 84th St. E.

B. BONNEY LAKE COMPREHENSIVE PLAN

Future Land Use
The Future Land Use Plan depicts the future land uses. Designations are based largely on existing land use and zoning, former comprehensive plan designation, and physical constraints.

Comment
The City of Bonney Lake Comprehensive Plan Land Use Designation map depicts the site as Single-Family Residential, the intent of which is to establish and preserve single family residential neighborhoods at a density of four to five units per net acre.

Goal 3-4: Use land efficiently

Policy 3-4a: Encourage infill and development which minimizes the consumption of land.

Comment
The development is proposed for a largely vacant parcel surrounded by developed single family residential lots which qualifies as infill development.

Policy 3-4b: Create some areas of higher residential density in order to accommodate the population projection without excessive outward sprawl.

Comment
As mentioned above, the proposed development is infill development. The average parcel size is 8,787 square feet and meets the goal of compact residential development.

Future Land Use Map
The application was determined complete on August 30, 2005 which vests the application under the regulations at that time. The future land use map designates the subject site as Single Family Residential.

C. BONNEY LAKE MUNICIPAL CODE: TITLE 18 ZONING

18.14 R-1 Residential District
The zoning and comprehensive plan designation of the site is Single Family Residential District. This district is intended to protect single family residential neighborhoods from incompatible land uses and create new compatible housing at a density of four to five units per net acre. Single family residences are a permitted use.

Comment: This proposal, for 17 single family lots on a net acreage of 3.423 acres calculates to be approximately 5 lots per net acre. The average lot size proposed is 8,787 square feet. The proposal meets all setbacks and bulk requirements of BLMC 18.14.060.
The preliminary plat map shows fourteen (14) feet that is future right-of-way dedication. This area will be deeded to the City of Bonney Lake once the final plat is recorded. The applicant and City will enter into an agreement that outlines the timeline for dedication of the right-of-way.

BLMC 18.22.100 Off-Street Parking and Loading Requirements
Each single family dwelling unit requires two parking spaces.

Comment: The applicant will provide two paved off-street parking spaces for each dwelling unit.

BLMC 16.12.090 Landscaping Plan Requirements
A final landscape plan meeting all requirements of BLMC Chapter 16.12 must be submitted and approved by the City of Bonney Lake.

Comment: Mitigation within the MDNS will adequately ensure that this requirement is met. Additionally, a condition of approval has been included to satisfy this requirement.

D. BONNEY LAKE MUNICIPAL CODE: TITLE 17 SUBDIVISIONS

BLMC 17.20.010 Minimum right-of-way widths
Minimum right-of-way widths shall be as follows:

D. Local streets, 50 feet plus 10-foot utility easement on each side of the right-of-way.

Comment: When constructed 183rd Ave. E. will be a local street, the local street right-of-way is shown with a 50 foot width on the preliminary plat map.

F. BONNEY LAKE DEVELOPMENT STANDARDS

BLMC Development Policies and Public Works Standards, Section 4 – Water
No extension of the City’s system will be permitted until all applications and permits required hereunder have been approved by the City and all provisions of the City’s regulations concerning such extensions have been fulfilled.

Comment: The project site is located within the City of Bonney Lake service area. Water lines will connect with existing water lines along 84th St. E. All internal lines will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.

BLMC Development Policies and Public Works Standards, Section 5, Sanitary Sewer
The design of sanitary sewer systems shall conform to minimum City Standards set forth in the Development Policies and Public Works Standards.

Comment: Sanitary sewer lines will connect with the line that currently exists along 84th St. E. All sewer lines will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.

BLMC Development Policies and Public Works Standards, Section 6 – Streets
The design of streets and roads shall depend upon their type and usage. The design elements of streets shall conform to City standards set forth in the Development Policies and Public Works Standards.

**Comment:** The applicant will construct 183rd Ave. E. through the development. All roadways will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.

**ATTACHMENTS:**

4. Comments from Agencies.
7. Zoning Map.
February 3, 2006

Ron Newman
P.O. Box 1376
Sumner, WA 98390

RE: PRELIMINARY PLAT OF ORCHARD GROVE

Dear Applicant:

Transmitted herewith is the Report and Recommendation of the City of Bonney Lake Hearing Examiner relating to the above-entitled matter.

Very truly yours,

[Signature]

STEPHEN K. CAUSSEAX, JR.
Hearing Examiner

SKC/cka
cc: Parties of Record
City of Bonney Lake
OFFICE OF THE HEARING EXAMINER

CITY OF BONNEY LAKE

REPORT AND RECOMMENDATION

CASE NO.: PRELIMINARY PLAT OF ORCHARD GROVE

APPLICANT: Ron Newman
P.O. Box 1376
Sumner, WA 98390

AGENT: Milestone Homes, Inc.
214 Alder Avenue
Sumner, WA 98390

SUMMARY OF REQUEST:

The applicant proposes development of Orchard Grove, a residential subdivision consisting of 17 single family residential lots on approximately 4.02 acres. The proposal includes construction of 183rd Ave. E. to its connection with 84th St. E. The site is currently zoned R-1 Low Density Residential District (BLMC Chapter 18.14) The site is located at 18212 84th St. East, Bonney Lake, Washington.

SUMMARY OF RECOMMENDATION:

It is hereby recommended to the Bonney Lake City Council that the preliminary plat of Orchard Grove be approved subject to the conditions contained herein.

PUBLIC HEARING:

After reviewing Planning and Community Development Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on January 27, 2006, at 9:01 a.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

EXHIBIT "1" - Planning and Community Development Staff Report and
Attachments

ELIZABETH CHAMBERLAIN appeared, presented the Planning and Community Development Staff Report, and testified that the applicant will construct 183rd to 84th St. E. 183rd is presently an undeveloped road and the parcel and surrounding area are located in the R1 zone classification. The zone allows four to five dwelling units per acre. A question arose regarding net density at the previous hearing. The applicant and staff have agreed that the lots will retain a 14 foot wide easement adjacent to the right-of-way and then dedicate said right-of-way to the City at a later date. The dedicated right-of-way and easement will look like a road. The road will have a full 50 foot right-of-way, but at final plat would consist of a 36 foot wide road and 14 foot easement. Because the property will remain an easement, the City does not deduct the area in its density calculations. Condition No. 31 shows how the dedication will occur. If not calculated this way, the applicant would lose two lots as the code prohibits rounding up. He could possibly have 16 lots. The Examiner’s decision will go to the Council as a recommendation. Public Works and Planning both recommend approval of the preliminary plat, the subsequent dedication of the easement, and the calculation of density. The previous assistant planner assigned to this project did not recognize this issue.

RAYMOND FREY appeared and testified that he concurs with the findings and decision of the City staff. Following the previous hearing they discussed a number of possibilities, but all others would have been cumbersome to include new notices, etc.

RON NEWMAN appeared and testified that the easement will extend from the back of the curb to the edge of the right-of-way and will measure 14 feet in width.

No one spoke further in this matter and so the Examiner took the request under advisement and the hearing was concluded at 9:18 a.m.

NOTE: A complete record of this hearing is available in the City of Bonney Lake Planning and Community Development.

FINDINGS, CONCLUSIONS AND DECISION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, previously viewed the property, heard testimony, and taken this matter under advisement.

2. Pursuant to the State Environmental Policy Act (SEPA) and the City of Bonney Lake Environmental Regulations, as codified in BLMC Title 16 – Environmental Protection, the SEPA Responsible Official has reviewed this project and issued and
Mitigated Determination of Nonsignificance on November 22, 2005. No appeals were filed.

3. Public notice was provided on November 22, 2005, for the original hearing. No new notice was provided as the postponement of the hearing was stated on the record at the December 19, 2005 hearing, which was published.

4. The applicant has a possessory ownership interest in a rectangular, 4.07 acre parcel of property abutting the north side of 84th St. E. and extending north to the terminus of 183rd Avenue E. within the City of Bonney Lake. The long, narrow parcel abuts 84th St. E. for 164 feet and measures 1,064 feet in depth. Enchanted Estates Phase 1 abuts the north and east property lines and Valley View Addition abuts the west property line. The applicant requests preliminary plat approval to allow subdivision of the site into 17 single family residential lots with a minimum lot size of 7,799 square feet and an average lot size of 8,787 square feet.

5. The preliminary plat map shows that the applicant will extend 183rd Avenue E. from 84th St. E. north to its present terminus in Enchanted Estates Phase 1. All 17 lots will access onto said road. The road connection will create a through street from 77th St. E. south to 84th St. E. The applicant has acquired property from the owners of three lots in Bonney Lake Short Plat 77-573 which, along with right-of-way dedication, will allow construction of said road to City standards. The single family residential home and garage located adjacent to 84th St. E. will be removed and replaced with a 15,280 square foot storm detention tract.

6. The Bonney Lake Comprehensive Plan designates the site as Low Density Residential (R1) and the City zoning map shows the site and surrounding area within the R1 Low Density zone classification. Section 18.14.020 of the Bonney Lake Municipal Code (BLMC) authorizes detached single family residential dwellings as outright permitted uses in the R1 classification. Section 18.14.060 BLMC sets forth the setback and bulk regulations for the R1 zone classification and requires a density of four to five dwelling units (rounded down) per net acre. Said section also requires a minimum lot width of 55 feet, front yard setbacks of 20 feet for garages and ten feet for residences, a side yard setback of five feet, and a residential rear yard setback of 20 feet. Subsection G limits maximum lot coverage to 60%. The proposed subdivision satisfies the density requirements based upon the code interpretation by the City Public Works Department and Planning and Community Development Department. All lots meet the minimum lot width of 55 feet and the rectangular shapes will allow a reasonably sized residential dwelling which can meet all setbacks and maximum lot coverage limitations.

7. The project satisfies applicable goals and policies of the comprehensive plan to include Policy 3-4a which encourages infill development which minimizes
consumption of land. The applicant will improve a long, narrow, vacant parcel abutted by subdivisions on three sides, and thus the project qualifies as an infill development. The project also satisfies Policy 3-4b, which allows the creation of areas of higher residential density to accommodate population growth without excessive outward sprawl.

8. The preliminary plat satisfies requirements for off-street parking as set forth in Section 18.22.100 BLMC and landscaping requirements set forth in Section 16.12.090 BLMC. The applicant will prepare a final landscape plan which the City must approve. The applicant will construct 183rd Avenue East to City local street standards which will include a 50 foot wide right-of-way plus utility easements in accordance with Section 17.20.010 BLMC.

9. The preliminary plat map shows no open space areas or playgrounds, but the 15,280 square foot storm detention tract will remain unimproved. Furthermore, the lot sizes themselves, large for the Urban Growth Area, will provide opportunities for on-site recreation for small children. The plat makes appropriate provision for open spaces, parks and recreation, and playgrounds.

10. The applicant will install a public storm drainage system within the 183rd Avenue East right-of-way and direct stormwater runoff to the storm detention tract located adjacent to 84th St. E. The storm drainage system will cleanse water draining from impervious surfaces prior to percolation into the ground. Individual lots will have their own private storm drainage system. Construction of all storm drainage facilities in accordance with Chapter 15.13 BLMC, City development policies, and Public Works standards will ensure that the plat makes appropriate provision for drainage ways.

11. The applicant will construct 183rd Avenue East to City standards and all lots will access onto said road. Adequate entering and stopping sight distance must be made available at the intersection of 183rd Avenue E. and 84th St. E. Heath and Associates prepared a Traffic Impact Analysis (TIA) for the project and determined that the completed subdivision will generate 153 vehicle trips per day, 16 of which will occur during the p.m. peak period. The applicant must comply with the City Transportation Impact Fee Ordinance which at present requires payment of $2,701 per dwelling unit for a total of $43,216. Should the impact fee increase the applicant will pay the amount at the time of building permit application. Neither Pierce County nor the Washington State Department of Transportation requested traffic mitigation. The plat makes appropriate provision for streets, roads, alleys, and other public ways.

12. The City of Bonney Lake will provide both domestic water and fire flow to the site as well as sanitary sewers to each lot. The Bonney Lake Fire Department has a fire
station within a reasonable response time, and Pierce Transit has requested no improvements. The plat makes appropriate provision for water supplies, sanitary waste, fire protection, and transit stops.

13. The applicant must comply with the City School Impact Fee Ordinance at building permit stage and make a per lot payment to the Sumner School District to offset the impacts to the district of school aged children residing in the plat. Compliance with said ordinance will ensure that the plat makes appropriate provision for schools and school grounds.

14. Construction of the internal plat road to City standards will require construction of a sidewalk and the installation of streetlights, and therefore the plat makes appropriate provision for safe walking conditions.

15. As previously found, both the Planning and Community Development Department and Public Works Department have determined that the proposed preliminary plat meets net density requirements. Section 18.14.060 BLMC provides in part:

The following bulk regulations shall apply to the uses permitted in this district; subject to the provisions for yard projections included in BLMC 18.22.080:

a. Required density at the conclusion of any short plat or subdivision: four to five dwelling units (rounded down) per net acre.

Section 18.04.140 BLMC defines “net acre” as follows:

“Net Acre” refers to the total acreage within a lot or parcel after critical areas, critical area buffers, streets, stormwater facilities, utility tracts, and public parks that will exist upon completion of the development are deducted from the lot or parcel. Proposed private open space that is not environmentally constrained shall not be deducted. The intent is to deduct land that is not buildable due to being environmentally constrained or needed for infrastructure or non-residential land uses.

In the present case, the lots contain no critical areas or critical area buffers, but are subject to right-of-way dedications for 183rd Avenue East. The gross parcel size measures 4.02 acres and the applicant proposes the following dedications:

A. .24 acres of right-of-way at the time of final plat approval which will provide a 36 foot, six inch wide right-of-way for construction of 183rd Avenue E. this dedication will extend
the right-of-way to the back of the curb.

B. The balance of the 50 foot right-of-way width (13 feet six inches) will remain part of the lot itself as a right-of-way easement. Sometime in the future (possibly at road construction) the owner(s) of the lots would dedicate the easement to the City for right-of-way.

16. The above interpretation allows retention of the later dedicated right-of-way easement as part of the net acreage of the parcel and thus allows a greater density than if the dedication occurred at final plat approval. In the present case the area in lots and easements measures 3.423 acres which in a 17 lot plat calculates to a net density of 4.97 dwelling units per acre. Such meets the density requirements for the R1 classification. However, if the area for future right-of-way dedication (.353 acres) is not included within the net acreage of the preliminary plat, the net acreage reduces to 3.07 acres and the density increases to 5.5 dwelling units per acre which exceeds the authorized density of the R1 classification.

17. Consideration of a portion of required right-of-way dedication areas as an easement and thus part of the lot size for density calculations, if applied throughout the City, would increase the number of lots within the R1 zone classification. The Examiner finds no language in the BLMC authorizing retention of any portion of land needed for right-of-way as part of the lot for density calculations. The Examiner therefore does not agree with Planning and Public Works’ interpretation. However, our Court of Appeals in Friends of the Law v. King County, 63 Wn. App 650 (1991) addressed a King County Code section which read:

...Six prints of a preliminary plat of the proposed subdivision shall be submitted to the Building and Land Development Division accompanied by three copies of a drainage plan....

King County did not require submittal of the drainage plan with a subdivision application. The Court upheld King County’s interpretation as follows:

...Here, the Council determined that compliance with the drainage plan provisions of former KCC 19.28.010 was not part of the County’s requirements for vesting under the statute. It is axiomatic that courts given considerable deference to the construction of ordinances by those officials charged with their enforcement...Accordingly, we review the Council’s decision under the arbitrary or capricious standard.
See also Hama Hama v. Shorelines Hearings Board, 85 Wn. 2d 441, 445 (1975), wherein the Supreme Court wrote:

...At times, administrative interpretation of a statute may approach "lawmaking," but we have heretofore recognized that it is an important function for administrative agencies to "fill in the gaps" where necessary to the effectuation of a general statutory scheme...It is likewise valid for an administrative agency to "fill in the gaps" via statutory construction – as long the agency does not purport to "amend" the statute....85 Wn. 2d 441 at 448.

While the Examiner disagrees with staff's interpretation, such interpretation is not arbitrary and capricious and survives the substantial deference test which the Examiner must give to staff's interpretation. Therefore, the Examiner has recommended approval of the preliminary plat to the City Council. The Examiner would request that the City Council provide guidance to staff and the Examiner regarding future interpretation of net acreage the density calculations as this issue will arise in other plat applications.

**CONCLUSIONS:**

1. The Hearing Examiner has jurisdiction to consider and decide the issues presented by this request.

2. The applicant has established that the request for preliminary plat approval satisfies all bulk regulations of the R1 zone classification and is consistent with the City of Bonney Lake Comprehensive Plan.

3. The proposed preliminary plat makes appropriate provision for public health, safety, and general welfare for open spaces, drainage ways, streets, roads, alleys, other public ways, transit stops, fire protection, potable water supplies, sanitary waste, schools and school grounds, parks and recreation, playgrounds, and safe walking conditions.

4. The proposed preliminary plat will serve the public use and interest by providing an attractive location for a single family residential subdivision while at the same time providing a needed street connection within the City which will allow improved emergency services to residents of the Lake Bonney area. Therefore, the proposed preliminary plat should be approved subject to the following conditions:

   1. The proposal shall conform to the following City of Bonney Lake
regulations and standards:

- BLMC Title 12 – Streets, Sidewalks and Public Places
- BLMC Title 13 - Public Services
- BLMC Title 14 - Development Code Administration
- BLMC Title 15 – Buildings and Construction
- BLMC Title 16 – Environmental Protection
- BLMC Title 17 – Subdivisions
- BLMC Title 18 – Zoning
- BLMC Title 19 – Concurrency Management
- City of Bonney Lake Development Policies and Public Works Design Standards

2. Mitigation measures as outlined in the Mitigated Determination of Nonsignificance (MDNS) dated November 22, 2005 shall be completed prior to final plat approval.

3. Utility easements shall be provided on the face of the final plat, which are necessary to the provision of water, power, sewer, natural gas, and mail delivery to the lots within the subdivision.

4. All plat roads shall be public and dedicated to and maintained by the City of Bonney Lake.

5. Bulk and dimensional standards shall be noted on the final plat mylar as shown below:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>None</td>
</tr>
<tr>
<td>Minimum Lot Width</td>
<td>55 feet</td>
</tr>
<tr>
<td>Minimum Front Setback</td>
<td>10 feet, 20 feet for garage.</td>
</tr>
<tr>
<td>Minimum Side Yard</td>
<td>5 feet</td>
</tr>
<tr>
<td>Minimum Rear Setback</td>
<td>20 feet</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>35 feet</td>
</tr>
<tr>
<td>Maximum lot coverage by impervious surfaces</td>
<td>60%</td>
</tr>
</tbody>
</table>

6. The storm water detention tract shall be constructed to public works standards and dedicated to the City of Bonney Lake.

7. Pursuant to BLMC 17.12.035 the applicant shall be responsible for the cost of installation of street lights within the subdivision. Upon final plat
approval, all residential street illumination systems shall be dedicated to the City. The City will not accept dedication of street lights until at least 50 percent of the housing units are occupied.

8. All landscape and recreation areas shall be fully installed prior to final plat approval unless approved for bonding by the City of Bonney Lake.

9. A storm drainage plans shall be submitted to the City of Bonney Lake as part of the site development plans. The drainage plan shall adhere to the Public Works Design Standards.

10. All storm drains within the development shall be stenciled "Dump NO Waste, Drains to _______" (groundwater, wetlands, or lake, etc. as appropriate).

11. The applicant shall submit an Erosion and Sedimentation Control Plan to the City Engineer for approval. All erosion control facilities shall be properly maintained during all phases of site development to prevent debris, dust, and mud from accumulating on the city right-of-way and/or adjacent properties.

12. The operation of heavy equipment and associated materials in the construction of this project has the potential to result in fugitive dust being generated from the site. Impacts to neighboring properties shall be controlled by the use of watering trucks to water frequently used roads and associated areas as necessary to prevent the travel of dust.

13. To mitigate noise impacts associate with the proposal, all construction shall occur between the hours of 7:00 a.m. to 9:00 p.m., unless otherwise authorized by the Department of Planning and Community Development.

14. All grading and filling shall utilize only clean fill, such as dirt and gravel. All other materials, including waste concrete and asphalt, are considered solid waste and permit approval shall be obtained through the Tacoma-Pierce County Health department prior to filling.

15. All clearing, grading, and other site development on the project shall be performed in accordance with approved site development plans. The construction of the project shall comply with applicable City and State regulations.

16. Prior to final plat approval fire hydrants and mains capable of providing the required fire flow shall be provided in accordance with IFC and the
City of Bonney Lake, Public Works Design Standards. Fire hydrant location shall be approved by the Fire Marshal.

17. Hydrant flow test results and water “As Built” plans shall be submitted to and approved by the Fire Marshal prior to final plat/plan approval.

18. Prior to approval of the water supply for this development, a Certificate of Water Availability shall be required as per WAC 246-290 and the Public Works Design Standards. The final plat portion of the Certification of Water Availability shall be signed by the water purveyor prior to final subdivision approval.

19. Asbestos containing material shall be removed prior to demolition and disposed in accordance with the requirements of the Puget Sound Clean Air Agency, Washington State Department of Labor and Industries, and the Tacoma-Pierce County Health Department (TPCHD).

20. All demolition material, including but not limited to, wood waste, sheet rock, roofing material, and concrete, shall go to a licensed solid waste handling or disposal facility.

21. Any abandoned well (as defined by WAC 173-160) shall be properly “Decommissioned” prior to final plat approval. The TPCHD shall be contacted 48 hours prior to any decommissioning activity at the site. Contact Rich Dickerson at 253-798-2885, TPCHD for further information regarding abandoned wells.

22. Buildings constructed within the plat shall meet applicable City of Bonney Lake building code requirements. This includes the payment of any utility system development charges and impact fees.

23. The applicant shall pay a mitigation fee consistent with the City of Bonney Lake School Impact Fee Ordinance upon issuance of a building permit per the Sumner School District’s letter of September 19, 2005.

24. All internal water lines will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.

25. All sewer lines will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.

26. All roads will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.
27. A landscape plan shall be required showing street trees and place for the plat entrances as outlined in BLMC Chapter 16.12. A final landscape plan shall be approved prior to installation of landscape materials and final plat approval.

28. If required, the applicant shall obtain a Forest Practices Permit from the Department of Natural Resources.

29. If required, the applicant shall obtain a Construction Storm Water General Baseline Permit from the Washington State Department of Ecology.

30. The property is subject to a latecomer agreement for the water main extension within 183<sup>rd</sup> Avenue East. The latecomer agreement shall be paid prior to final plat approval.

31. The applicant shall enter into an agreement with the City of Bonney Lake prior to final plat approval for the future right-of-way dedication.

32. Frontage improvements shall be required along 183<sup>rd</sup> Avenue East and 84<sup>th</sup> Street East.

**RECOMMENDATION:**

It is hereby recommended to the Bonney Lake City Council that the preliminary plat of Orchard Grove be approved subject to the conditions contained in the conclusions above.

**ORDERED** this 3<sup>rd</sup> day of January, 2006.

[Signature]

**STEPHEN K. CAUSSEAX, JR.**
Hearing Examiner

**TRANSMITTED** this 3<sup>rd</sup> day of January, 2006, to the following:

**APPLICANT:** Ron Newman  
P.O. Box 1376  
Sumner, WA 98390

**AGENT:** Milestone Homes, Inc.  
214 Alder Avenue  
Sumner, WA 98390
OTHER:

Raymond Frey
1075 Bellevue Way NE #117
Bellevue, WA 98007

CITY OF BONNEY LAKE
Planning and Community Development Department
Attn: Elizabeth Chamberlain
P.O. BOX 7380
19306 BONNEY LAKE BLVD.
BONNEY LAKE, WA 98390-0944
Master Application for Land Use Actions

Permit Type:     Preliminary Plat Orchard Grove

Are there other City applications in process?  No
Application #:  17105
Type:  

1. Applicant Name:  Ron Newman
                 Milestone Homes Inc.

2. Address:  P.O. Box 1376
               Sumner, WA 98390
               Bus. Phone: (253) 891-1165
               Res. Phone: (253) 863-6783
               Fax: (253) 863-6783

3. Owner Name (list all legal owners and addresses-attach list as necessary):

   Ronald D. Newman,  Pamela M. Newman

4. Address:  214 Alder Ave
               Sumner, WA 98390
               Bus. Phone: (253) 863-6783
               Res. Phone: (253) 891-1165
               Fax: (253) 891-1165

5. Agent:  

6. Address:  
               Bus. Phone: ( )
               Res. Phone: ( )
               Fax: ( )

7. Site Address:  18212 84th St E, Bonney Lake, WA

8. Site Location:  Qtr. Sec. NE  Sec. 33  Twn. 20N  Range 5E

9. Parcel Number(s):  5640 0000940

10. Legal Description:  SEE ATTACHMENT

11. Total Area of Site:  Acreage:  4.0  Square Footage:  175,113

12. Existing Zoning:  R-1 (Single Family Residential)

13. Comprehensive Plan Designation:  Single family residential


15. Proposed Use of the Property:  Single family residential

16. Number of Buildings on site:  2

   Type of structure(s):  House, Garage

17. Of the existing structures on site, how many are proposed for demolition?  All

18. Describe the land uses adjacent to the subject property (i.e. residential, commercial, vacant, etc.):  Residential

19. Environmentally sensitive areas present?  No

   If yes, what type?

   Area of land with environmental constraints:  

   Acres:  

20. Shoreline Designation (if not applicable, respond n/a):  

21. Flood Zone Designation (if not applicable, respond n/a):  

22. Source of Water:  City

23. Sanitary Sewer provider:  City

(Continued on Back)
City of Bonney Lake
MASTER APPLICATION

Please provide a detailed description of the proposal:

CONSTRUCT 17 SINGLE FAMILY HOUSES
ON CURRENTLY VACANT LAND

____________________________

To Be Completed by the Applicant:

__ Ronald D. Newm ____________ BEING DULY SWORN, DECLARE THAT
(APPLICANT)

ALL STATEMENTS, ANSWERS AND INFORMATION HEREBIN SUBMITTED ARE IN ALL RESPECTS TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE AND BELIEF.

☐ Owner ☐ Agent** ☐ Option or Contract Owner

**If applicant is not the property owner, a notarized letter from the owner must be submitted, granting authorization to act.

____________________________
Signature

____________________________
Date

Subscribed and sworn to before me this __________ day of __________, 2005

____________________________
Notary Public in and for the State of Washington

____________________________
Residing at __________, WA

For Official Use Only:

Date Received: ___________________________ By: ___________________________

Treasurer Receipt No. ___________________________ Application Fee: ___________________________

Routing: Select departments/agencies that must review application:

☐ Planning
☐ Public Works
☐ Building
☐ Police
☐ Fire
☐ Pierce Co. PALS
☐ Pierce Co. Assessor
☐ AHBL, Inc.
☐ David Evans & Assoc.
☐ Mitchell Consulting, LLC
☐ Dept. of Ecology
☐ Dept. of Transportation
☐ Dept. of Natural Resources
☐ Dept. of Fish and Wildlife
☐ Dept. of Revenue
☐ CTED
☐ Puyallup Tribe
☐ Muckleshoot Tribe

☐ City of Sumner
☐ City of Buckley
☐ City of Auburn
☐ City of Puyallup
☐ White River School District
☐ Sumner School District
☐ Other: ___________________________
Attachment 3

City Hall

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

Date: November 22, 2005

Application: PLN 2005-00553

Application Name: Orchard Grove

Action: Preliminary Plat

Proposal:
The applicant is proposing the development of a residential subdivision consisting of 17 single family residential lots on approximately 4.07 acres at 18212 84th St. E., Bonney Lake, Washington. The proposal includes construction of 183rd Ave. E. to its connection with 84th St. E.

The site is currently zoned R-1 Low-Density Residential District (BLMC Chapter 18.14).

Location:
The project is located at 18212 84th St. E., within the NW 1/4 of Section 33, Township 20 North, Range 5 East, Willamette Meridian, Pierce County, Washington. Parcel Number:

OWNER/APPLICANT: Ron Newman
P.O. Box 1376
Sumner, WA 98390
(253) 891-1165

AGENT: Milestone Homes, Inc.
214 Alder Ave.
Sumner, WA 98390
(253) 891-1165

The Responsible Official of the City of Bonney Lake hereby makes the following Findings and Conclusions based upon a review of the environmental checklist and attachments, other information on file with Bonney Lake, and the policies, plans, and regulations designated by Bonney Lake as a basis for the exercise of substantive authority under the Washington State Environmental Policy Act (SEPA) pursuant to RCW 43.21C.060.

FINDINGS OF FACT:
1. The applicant proposes to develop a residential subdivision consisting of 17 single family lots on approximately 4.07 acres at 18212 84th St. E, Bonney Lake.
2. The proposed use is consistent with the R-1 zoning designation within the City of Bonney Lake Zoning Code (BLMC 18.14) as well as the Comprehensive Plan designation.
3. Water and sanitary sewer will be provided by the City of Bonney Lake.
4. Requirements of BLMC Chapter 16.12 Landclearing and Landscaping are applicable to the site. A final landscaping plan must be approved prior to issuance of building permits.
5. The zoning code requirements of Chapter 18.14 and 18.22 are applicable to the site.
6. No state or federal candidate threatened or endangered plant species has been identified on the site.
7. No state or federal candidate threatened or endangered animal species or habitat has been identified on the site.
8. The proposal will not have significant adverse environmental impacts on fish and animals, water, noise, air quality, environmental health, public services and utilities, and land and shoreline use provided the attached conditions of approval are met.
9. Pursuant to Chapters 15.13 Stormwater Management and 15.20 Grading and Filling of Land, a temporary
erosion and sediment control plan is required to be approved and implemented on the site prior to and
during site development. Potential significant adverse environmental impacts associated with erosion and
sedimentation from this development are adequately mitigated through compliance with this regulation.

10. Pursuant to Chapter 15.13 BLMC and the City of Bonney Lake Development Policies and Public Works
Standards, a storm drainage plan and subsequent installation of an approved stormwater management
system on the site is required. No untreated stormwater shall be discharged to wetlands or wetland buffers.
Potential significant adverse environmental impacts associated with increased stormwater runoff from this
development are adequately mitigated by compliance with this regulation. If treated stormwater is
discharged to the wetlands then the requirements of BLMC 16.20.600(X) shall be met.

11. Pursuant to Chapter 12.20 BLMC, the applicant shall be required to secure a Road Approach Permit from
the City of Bonney Lake access to 84th St. E.

12. The applicant has completed a Traffic Assessment for the proposed traffic from the project, per
requirements of Chapter 19.02 BLMC. The City’s traffic consultant, Perry Shea of Parametrix, has
reviewed and accepted the Traffic Assessment, prepared by Heath & Associates, Inc., dated November 16,
2005., subject to the mitigation outlined in his review letter of November 17, 2005. The City has
determined that implementation of the mitigation measures identified in the MDNS will adequately
mitigate any potential significant adverse impacts associated with the development.

13. The project will add approximately 17 new PM peak hour trips to the transportation network, as indicated
in the approved traffic study for the proposal.

CONCLUSIONS OF RESPONSIBLE OFFICIAL:
The Responsible Official has determined that the proposal does not have a probable significant impact on the
environment, and an Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c), only if
the following conditions are met. This decision was made after review of a completed environmental checklist,
other information on file with the City of Bonney Lake, and existing regulations. This information is available to
the public on request. These mitigation measures are required as authorized under the Substantive Authority of
SEPA in accordance with the guidelines contained in Chapter 16.04 BLMC and shall be implemented by the
applicant.

EARTH

1. Only clean fill should be used for the project and any other material, such as waste concrete and asphalt, are
considered solid waste and would require a permit through the Tacoma-Pierce County Health Department
before use.

2. The applicant shall submit an Erosion and Sedimentation Control Plan to the City Engineer for approval.
Temporary erosion and sedimentation control measures shall include, but not be limited to, silt fencing or
other Best Management Practices (BMPs). There shall be a designated construction entrance for all
vehicles to limit tracking of mud onto the streets. If sediment is deposited, it shall be cleaned up at the end
of every day during construction utilizing sweeping or shoveling. Water cleaning shall only be used after
the area has been swept or shoveled.

SURFACE WATER:

1. All storm drains within the development should be stenciled “Dump No Waste, Drains to _____”.

NOISE:

1. To mitigate noise impacts associated with the proposal, all construction shall occur between the hours of
7:00 a.m. and 9:00 p.m., unless otherwise authorized by the Department of Planning and Community
Development.
HISTORIC AND CULTURAL PRESERVATION:

1. A Cultural Resources Investigation prepared by Northwest Archeological Associates, Inc. in April, 2004 did not identify any cultural or historic resources on this site. If during construction any artifacts are uncovered, work should be temporarily suspended and the Puyallup and Muckleshoot Tribes and the Washington State Historic Preservation Office in Olympia shall be notified at (360) 407-0752.

TRANSPORTATION:

To mitigate traffic impacts to off-site intersection and roadways associated with the subject proposal and pursuant to the City’s traffic consultant review letter dated November 17, 2005, the proponent shall provide the following improvements prior to issuance of building permits:

1. **Site Access & Frontage Improvements**
   The following improvements will be required to facilitate the ingress and egress of project traffic to 84th St. E. and will be installed by the project developer:

2. **Off-Site Improvements**
   A City-wide Traffic Study, August 2002, identified system-wide impacts created as a direct result of new development. The applicant shall be responsible to mitigate off-site traffic impacts created by the new PM peak hour trips generated by the project. The proposed project generates 16 net new PM peak hour trips to the transportation system. The applicant shall pay an impact fee of $43,216, the Single Family Rate of $2,701 per dwelling unit per the City of Bonney Lake Transportation Impact Fee Ordinance, or the adopted fee at time of building permit.

3. **Other Agency Mitigation**

   The affected intersections in Pierce County are those through which 25 or more of the project trips travel. No intersections in Pierce County are considered to be affected by new PM peak hour trips generated by the Orchard Grove project. The TIA Addendum is being forwarded to WSDOT and Pierce County for their review with a copy of this letter.

PUBLIC SERVICES:

1. The Sumner School District commented in regards to the impacts that the proposed development will have on the capital facilities of the Sumner School District per the letter from William Noland dated September 29, 2005. The applicant shall pay a mitigation fee Bonney Lake School Impact Fee Ordinance in effect at the time of application for a building permit within the City of Bonney Lake.

WATER:

1. The applicant shall connect to the City of Bonney Lake water system. All water connection fees are due at time of building permit issuance.

SEWER:

1. The applicant shall connect to the City sewer system. All sewer connection fees are due at the time of building permit issuance.

PARKING:

1. Parking shall be provided as required by BLMC Chapter 18.31.
LANDSCAPING

1. Approval for land clearing and tree removal is required per BLMC Chapter 16.12, including adherence to all regulatory requirements of the Chapter.

2. The applicant shall submit a landscape and irrigation plan, pursuant to BLMC Chapter 16.12, to the Planning & Community Development Department for review and approval.

3. Landscaping shall be installed and approved by the Planning & Community Development Department prior to building occupancy.

4. The applicant shall submit a maintenance bond for all required landscaping areas and replacement trees for a period of one year after installation.

FIRE:

1. Fire hydrants and mains capable of providing the required fire flow shall be provided in accordance with UFC Section 903.2 and the City of Bonney Lake, Public Works Design Standards. Fire hydrant location shall be approved by the Fire Marshal.

Responsible Official: Robert Leedy
Lead Agency: Director of Planning & Community Development
               Department of Planning & Community Development
               City of Bonney Lake
               P.O. Box 7380
               Bonney Lake, Washington 98391-0944
               (253) 862-8602

Date of Issue: November 22, 2005
Comment Deadline: December 7, 2005
Appeal Deadline: December 22, 2005

NOTE: Pursuant to RCW 43.21C.075 and Bonney Lake Environmental Regulations Chapter 16.04 and Chapter 14.50 Bonney Lake Municipal Code, decisions of the Responsible Official may be appealed. Appeals are filed with appropriate fees at City Hall, located at 8720 184th Avenue East. Appeals must be filed within 15 days of the expiration of the comment deadline.

The issuance of this Mitigated Determination of Nonsignificance does not constitute project approval. The applicant must comply with all other applicable requirements of the City of Bonney Lake prior to receiving construction permits and/or approvals.
September 29, 2005

Jeff Niten, Assistant
City of Bonney Lake
PO Box 7380
Bonney Lake BLVD

RE: Orchard Grove

Dear Mr. Niten:

The Tacoma-Pierce County Health Department (TPCHD), Environmental Health Program, has reviewed the above checklist and has the following comment(s):

All grading and filling of land must utilize only clean fill, i.e., dirt or gravel. All other materials, including waste concrete and asphalt, are considered to be solid waste and permit approval must be obtained through the TPCHD prior to filling.

Asbestos containing material must be removed prior to demolition and disposed in accordance with the requirements of the Puget Sound Clean Air Agency, Washington State Department of Labor and Industries and the TPCHD.

All demolition material, including but not limited to, wood waste, sheetrock, roofing material, and concrete, must go to a licensed solid waste handling or disposal facility.

Should this project not be served by sanitary sewer, the TPCHD will require a review of potential adverse environmental impacts and justification for utilization of on-site sewage treatment and disposal.

All wells that will not be included in the public water system for this project must be properly "Decommissioned" per WAC (173-160) prior to final application approval. The TPCHD must be contacted 48 hours prior to any decommissioning activity at the site. Contact Rich Dickerson at (253) 798-2885, TPCHD for further information regarding decommissioning wells.

If you have further questions, please contact me at (253) 798-6462.

Sincerely,

Nedda S. Turner, RS
Environmental Health Liaison
ENVIRONMENTAL HEALTH PROGRAMS

cc: Tim McCoy
18212 84th ST E
Puyallup, WA 98390
September 27, 2005

Mr. Jeff Niten, Assistant Planner
City of Bonney Lake
Planning & Community Development Dept.
PO Box 7380
Bonney Lake, WA 98391

Re: Orchard Grove, PLN-2005-00553 SEPA Review

Dear Mr. Niten:

Thank you for the opportunity to review the above-referenced project. Considering the site and traffic generated by this development is concentrated onto the City of Bonney Lake roads, we do not feel the site will have a significant impact to the County roadway system to generate the need for further review.

Should you have any questions, you may reach me at (253)798-7250

Sincerely,

Rory D. Grindley, P.E. PTOE
Associate County Traffic Engineer

RDG:JCN:ts

cc: Daniel J. Brewer, P.E., Civil Engineer, Traffic Division
Adonais Clark, Sr. Environmental Official, Pierce County Planning and Land Service
September 19, 2005

Jeff Niten
Assistant Planner
City of Bonney Lake
19306 Bonney Lake Boulevard
Bonney Lake, WA 98391

Re: Orchard Grove, PLN-2005-00553

Dear Mr. Niten:

Thank you for the opportunity for review and comment on the proposed new residential subdivision with 17 lots known as Orchard Grove (formerly McCoy Place).

Under the District’s Capital Facilities Plan, the District has determined that single-family residential units produce .419 students per unit. Therefore, seventeen (17) new homes will generate approximately seven (7) students. The District requests that the developer mitigate the impact of new students by paying a mitigation fee consistent with the City of Bonney Lake School Impact Fee Ordinance.

If you have any questions, please do not hesitate to contact me.

Sincerely,

William Noland
Deputy Superintendent
I. INTRODUCTION

Ron Newman/Milestone Homes Inc. proposes development of Orchard Grove, a residential subdivision consisting of 17 single family residential lots on approximately 4.02 acres. The proposal includes construction of 183rd Ave. E. to its connection with 84th St. E. The site is currently zoned R-1 Low Density Residential District (BLMC Chapter 18.14)

The site is located at 18212 84th St. East, Bonney Lake, Washington. A complete legal description is attached to this report as Attachment 1.

II. STAFF RECOMMENDATION

Based on the evaluation of the proposal contained in this staff report, the proposal meets the intent and purpose of the Bonney Lake Comprehensive Plan and the Bonney Lake Municipal Code. Staff recommends approval with conditions of the proposed preliminary plat.

III. GENERAL INFORMATION

Applicant: Ron Newman
P.O. Box 1376
Sumner, WA 98390
(253) 891-1165

Agent: Milestone Homes, Inc.
214 Alder Ave.
Sumner, WA 98390
(253) 863-6783

Property Owner: Ron Newman

Project Name: Orchard Grove

Location: 18212 84th St. E., within the NW 1/4 of Section 33, Township 20 North, Range 5 East, Willamette Meridian, Pierce County, Washington
Parcel Number: 56400000540

Current Zoning: Low-Density Residential (R-1)

Comprehensive Plan Land Use: Low Density Residential (R-1)

Site Acreage: 4.02 acres

Environmentally Sensitive Areas: None known.

Date of Application: August 17, 2005 (Attachment 6)

Date Determined Complete: August 30, 2005
Public Notice of Application: September 9, 2005 (Attachment 8)

Public Notice of Public Hearing: November 22, 2005 (Attachment 9) Note: No new notice was provided as the postponement of the hearing was stated on the record at the December 19, 2005 hearing, which was published.

IV. SEPA THRESHOLD DETERMINATION

Pursuant to the State Environmental Policy Act (SEPA) and City of Bonney Lake Environmental Regulations, as codified in BLMC Title 16-Environmental Protection, the SEPA Responsible Official has reviewed this project and issued a Mitigated Determination of Nonsignificance on November 22, 2005. The comment period ends December 7, 2005, making the determination final. The appeal deadline ends on December 23, 2005. The City did not receive any appeals.

VI. COMMENTS FROM OTHER AGENCIES

Other agencies have reviewed the project as part of the Notice of Application/SEPA process.

- Sumner School District requested the developer mitigate the impact of new students by paying a fee consistent with the City of Bonney Lake School Impact Fee Ordinance.
- Pierce County Public Works and Utilities, Transportation Services Division reviewed the proposed development and has no comment.

Comment: Suggested mitigation has been integrated in the MDNS for the project (Attachment 5).

VII. PUBLIC COMMENT ON APPLICATION

No individual public comment letters have been received to date.

VIII STAFF ANALYSIS

A. Current and Planned Uses of the Site

The site consists of 4.02 acres located at 18212 84th St. E., Bonney Lake, Washington. The current zoning and the Bonney Lake Comprehensive Plan designation is Single Family Residential (R-1). The property is currently occupied by one single family home. The existing home will be demolished as part of the proposed development. The site is bordered on the south by 84th St. E., to the west and north by developed single family residential lots and to the east by the 183rd Ave. E. right-of-way that is not yet constructed.

The proposal is for a Preliminary Plat that would result in 17 single family residential lots and 1 tract for storm drainage. The residential lots have an average size of 8,787 square feet. The project will also include construction of 183rd Ave. E. to its connection with 84th St. E.

B. BONNEY LAKE COMPREHENSIVE PLAN
Future Land Use
The Future Land Use Plan depicts the future land uses. Designations are based largely on existing land use and zoning, former comprehensive plan designation, and physical constraints.

Comment
The City of Bonney Lake Comprehensive Plan Land Use Designation map depicts the site as Single-Family Residential, the intent of which is to establish and preserve single family residential neighborhoods at a density of four to five units per net acre.

Goal 3-4: Use land efficiently
Policy 3-4a: Encourage infill and development which minimizes the consumption of land.

Comment
The development is proposed for a largely vacant parcel surrounded by developed single family residential lots which qualifies as infill development.

Policy 3-4b: Create some areas of higher residential density in order to accommodate the population projection without excessive outward sprawl.

Comment
As mentioned above, the proposed development is infill development. The average parcel size is 8,787 square feet and meets the goal of compact residential development.

Future Land Use Map
The application was determined complete on August 30, 2005 which vests the application under the regulations at that time. The future land use map designates the subject site as Single Family Residential.

C. BONNEY LAKE MUNICIPAL CODE: TITLE 18 ZONING

18.14 R-1 Residential District
The zoning and comprehensive plan designation of the site is Single Family Residential District. This district is intended to protect single family residential neighborhoods from incompatible land uses and create new compatible housing at a density of four to five units per net acre. Single family residences are a permitted use.

Comment: This proposal, for 17 single family lots on a net acreage of 3.423 acres calculates to be approximately 5 lots per net acre. The average lot size proposed is 8,787 square feet. The proposal meets all setbacks and bulk requirements of BLMC 18.14.060.

The preliminary plat map shows fourteen (14) feet that is future right-of-way dedication. This area will be deeded to the City of Bonney Lake once the final plat is recorded. The applicant and City will enter into an agreement that outlines the timeline for dedication of the right-of-way.

BLMC 18.22.100 Off-Street Parking and Loading Requirements
Each single family dwelling unit requires two parking spaces.
Comment: The applicant will provide two paved off-street parking spaces for each dwelling unit.

BLMC 16.12.090 Landscaping Plan Requirements
A final landscape plan meeting all requirements of BLMC Chapter 16.12 must be submitted and approved by the City of Bonney Lake.

Comment: Mitigation within the MDNS will adequately ensure that this requirement is met. Additionally, a condition of approval has been included to satisfy this requirement.

D. BONNEY LAKE MUNICIPAL CODE: TITLE 17 SUBDIVISIONS

BLMC 17.20.010 Minimum right-of-way widths
Minimum right-of-way widths shall be as follows:
   D. Local streets, 50 feet plus 10-foot utility easement on each side of the right-of-way.

Comment: When constructed 183rd Ave. E. will be a local street, the local street right-of-way is shown with a 50 foot width on the preliminary plat map.

F. BONNEY LAKE DEVELOPMENT STANDARDS

BLMC Development Policies and Public Works Standards, Section 4 – Water
No extension of the City’s system will be permitted until all applications and permits required hereunder have been approved by the City and all provisions of the City’s regulations concerning such extensions have been fulfilled.

Comment: The project site is located within the City of Bonney Lake service area. Water lines will connect with existing water lines along 84th St. E. All internal lines will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.

BLMC Development Policies and Public Works Standards, Section 5, Sanitary Sewer
The design of sanitary sewer systems shall conform to minimum City Standards set forth in the Development Policies and Public Works Standards.

Comment: Sanitary sewer lines will connect with the line that currently exists along 84th St. E. All sewer lines will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.

BLMC Development Policies and Public Works Standards, Section 6 – Streets
The design of streets and roads shall depend upon their type and usage. The design elements of streets shall conform to City standards set forth in the Development Policies and Public Works Standards.

Comment: The applicant will construct 183rd Ave. E. through the development. All roadways will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.
STAFF FINDINGS:
Staff recommends approval of the proposed preliminary plat with adoption of the following findings:

1. The applicant proposes to develop a residential subdivision consisting of 17 single family lots on 4.02 acres at 18212 84th St. E., Bonney Lake.
2. The proposed use is consistent with the R-1 zoning designation within the City of Bonney Lake Zoning Code (BLMC 18.14) as well as the Comprehensive Plan designation.
3. Water and sanitary sewer will be provided by the City of Bonney Lake.
4. Requirements of BLMC Chapter 16.12 Land clearing and Landscaping are applicable to the site. A final landscaping plan must be approved prior to issuance of building permits.
5. The zoning code requirements of Chapter 18.14 and 18.22 are applicable to the site.
6. No state or federal candidate threatened or endangered plant species has been identified on the site.
7. No state or federal candidate threatened or endangered animal species or habitat has been identified on the site.
8. The proposal will not have significant adverse environmental impacts on fish and animals, water, noise, air quality, environmental health, public services and utilities, and land and shoreline use provided the attached conditions of approval are met.
9. Pursuant to Chapters 15.13 Stormwater Management and 15.20 Grading and Filling of Land, a temporary erosion and sediment control plan is required to be approved and implemented on the site prior to and during site development. Potential significant adverse environmental impacts associated with erosion and sedimentation from this development are adequately mitigated through compliance with this regulation.
10. Pursuant to Chapter 15.13 BLMC and the City of Bonney Lake Development Policies and Public Works Standards, a storm drainage plan and subsequent installation of an approved stormwater management system on the site is required.
11. Pursuant to Chapter 12.20 BLMC, the applicant shall be required to secure a Road Approach Permit from the City of Bonney Lake for access to 84th St. E and 183rd Avenue East.
12. The applicant has completed a Traffic Impact Analysis (TIA) for the proposed traffic from the project, per requirements of Chapter 19.02 BLMC. The City’s traffic consultant, Perry Shea of Parametrix, has reviewed and accepted the TIA, prepared by Heath and Associates, Inc., dated November, 2005, subject to the mitigation outlined in his review letter of November 17, 2005. The City has determined that implementation of the mitigation measures identified in the MDNS will adequately mitigate any potential significant adverse impacts associated with the development.
13. The project will add approximately 16 new PM peak hour trips to the transportation network, as indicated in the approved traffic study for the proposal.

RECOMMENDED CONDITIONS OF APPROVAL
Should the Examiner approve the request for preliminary plat the following conditions of approval are recommended:

1. The proposal shall conform to the following City of Bonney Lake regulations and standards:
   - BLMC Title 12 – Streets, Sidewalks and Public Places
   - BLMC Title 13 - Public Services
   - BLMC Title 14 - Development Code Administration
• BLMC Title 15 – Buildings and Construction
• BLMC Title 16 – Environmental Protection
• BLMC Title 17 – Subdivisions
• BLMC Title 18 – Zoning
• BLMC Title 19 – Concurrency Management
• City of Bonney Lake Development Policies and Public Works Design Standards

2. Mitigation measures as outlined in the Mitigated Determination of Nonsignificance (MDNS) dated November 22, 2005 shall be completed prior to final plat approval.

3. Utility easements shall be provided on the face of the final plat, which are necessary to the provision of water, power, sewer, natural gas, and mail delivery to the lots within the subdivision.

4. All plat roads shall be public and dedicated to and maintained by the City of Bonney Lake.

5. Bulk and dimensional standards shall be noted on the final plat mylar as shown below:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>None</td>
</tr>
<tr>
<td>Minimum Lot Width</td>
<td>55 feet</td>
</tr>
<tr>
<td>Minimum Front Setback</td>
<td>10 feet, 20 feet for garage</td>
</tr>
<tr>
<td>Minimum Side Yard</td>
<td>5 feet</td>
</tr>
<tr>
<td>Minimum Rear Setback</td>
<td>20 feet</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>35 feet</td>
</tr>
<tr>
<td>Maximum lot coverage by impervious surfaces</td>
<td>60%</td>
</tr>
</tbody>
</table>

6. The storm water detention tract shall be constructed to public works standards and dedicated to the City of Bonney Lake.

7. Pursuant to BLMC 17.12.035 the applicant shall be responsible for the cost of installation of street lights within the subdivision. Upon final plat approval, all residential street illumination systems shall be dedicated to the City. The City will not accept dedication of street lights until at least 50 percent of the housing units are occupied.

8. All landscape and recreation areas shall be fully installed prior to final plat approval unless approved for bonding by the City of Bonney Lake.

9. A storm drainage plans shall be submitted to the City of Bonney Lake as part of the site development plans. The drainage plan shall adhere to the Public Works Design Standards.

10. All storm drains within the development shall be stenciled “Dump NO Waste, Drains to _______” (groundwater, wetlands, or lake, etc. as appropriate).

11. The applicant shall submit an Erosion and Sedimentation Control Plan to the City Engineer for approval. All erosion control facilities shall be properly maintained during all phases of site
development to prevent debris, dust, and mud from accumulating on the city right-of-way and/or adjacent properties.

12. The operation of heavy equipment and associated materials in the construction of this project has the potential to result in fugitive dust being generated from the site. Impacts to neighboring properties shall be controlled by the use of watering trucks to water frequently used roads and associated areas as necessary to prevent the travel of dust.

13. To mitigate noise impacts associated with the proposal, all construction shall occur between the hours of 7:00 a.m. to 9:00 p.m., unless otherwise authorized by the Department of Planning and Community Development.

14. All grading and filling shall utilize only clean fill, such as dirt and gravel. All other materials, including waste concrete and asphalt, are considered solid waste and permit approval shall be obtained through the Tacoma-Pierce County Health department prior to filling.

15. All clearing, grading, and other site development on the project shall be performed in accordance with approved site development plans. The construction of the project shall comply with applicable City and State regulations.

16. Prior to final plat approval fire hydrants and mains capable of providing the required fire flow shall be provided in accordance with IFC and the City of Bonney Lake, Public Works Design Standards. Fire hydrant location shall be approved by the Fire Marshall.

17. Hydrant flow test results and water “As Built” plans shall be submitted to and approved by the Fire Marshal prior to final plat/plan approval.

18. Prior to approval of the water supply for this development, a Certificate of Water Availability shall be required as per WAC 246-290 and the Public Works Design Standards. The final plat portion of the Certification of Water Availability shall be signed by the water purveyor prior to final subdivision approval.

19. Asbestos containing material shall be removed prior to demolition and disposed in accordance with the requirements of the Puget Sound Clean Air Agency, Washington State Department of Labor and Industries, and the Tacoma-Pierce County Health Department (TPCHD).

20. All demolition material, including but not limited to, wood waste, sheet rock, roofing material, and concrete, shall go to a licensed solid waste handling or disposal facility.

21. Any abandoned well (as defined by WAC 173-160) shall be properly “Decommissioned” prior to final plat approval. The TPCHD shall be contacted 48 hours prior to any decommissioning activity at the site. Contact Rich Dickerson at 253-798-2885, TPCHD for further information regarding abandoned wells.

22. Buildings constructed within the plat shall meet applicable City of Bonney Lake building code requirements. This includes the payment of any utility system development charges and impact fees.
23. The applicant shall pay a mitigation fee consistent with the City of Bonney Lake School Impact Fee Ordinance upon issuance of a building permit per the Sumner School District’s letter of September 19, 2005.

24. All internal water lines will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.

25. All sewer lines will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.

26. All roads will be designed and constructed in accordance with Bonney Lake Development Policies and Public Works Standards.

27. A landscape plan shall be required showing street trees and place for the plat entrances as outlined in BLMC Chapter 16.12. A final landscape plan shall be approved prior to installation of landscape materials and final plat approval.

28. If required, the applicant shall obtain a Forest Practices Permit from the Department of Natural Resources.

29. If required, the applicant shall obtain a Construction Storm Water General Baseline Permit from the Washington State Department of Ecology.

30. The property is subject to a latecomer agreement for the water main extension within 183rd Avenue East. The latecomer agreement shall be paid prior to final plat approval.

31. The applicant shall enter into an agreement with the City of Bonney Lake prior to final plat approval for the future right-of-way dedication.

32. Frontage improvements shall be required along 183rd Avenue East and 84th Street East.

ATTACHMENTS:

1. Legal description of subject property.
4. Adjacent property owners listing and map.
6. Application.
7. Site Plan.
10. Comment from Agencies.