City of Bonney Lake

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

CITY COUNCIL MEETING

July 11, 2006
7:00 P.M.

AGENDA
“Where Dreams Can Soar”

SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution action item appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address items on the “Consent Agenda” should do so during the “Citizen Comments” portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before they take action. Please look for the sign-up sheets near the Council Chamber entryway. (See Item II B. for Citizen Comments on other items of City business.)

I. 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: City Administrator Don Morrison, Planning & Community Development Director Bob Leedy, Public Works Director Dan Grigsby, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, Chief Financial Officer Beth Anne Wroe, Interim Police Chief Buster McGehee, Judge James Helbling and City Attorney Jim Dione]

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

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

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:


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.

A. **Checks/Vouchers:** Accounts payable checks/voucher #44350 thru #44461 in the amount of $449,878.87. Accounts payable checks/voucher #44298 thru #44349 for utility refunds in the amount of $3,765.68. [F4.9]

B. **Payroll:** Payroll for June 16-30, 2006 for checks 25045-25101, including Deposits and Electronic Transfers in the amount of $431,450.62. [F4.9]

C. **AB06-105 - Resolution 1569** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract For A Canon C-5870u Copier, 60 Month Lease With 0 Down And A Fair Market Value Buyout. [A2.6]


V. **FINANCE COMMITTEE ISSUES:** [See Consent Agenda - Items C & D.]

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

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

VIII. **FULL COUNCIL ISSUES:**

A. Discussion: **AB06-146 - Ordinance D06-146** - An Ordinance Of The City Council Of The City Of Bonney Lake Adopting, As Part Of The Comprehensive Plan, A New Utilities Element Incorporating A New Comprehensive Sewer Plan And Comprehensive Water Plan. [03.5.1.5]

B. Discussion: **AB06-147 - Ordinance D06-147** - An Ordinance Of The City Council Of The City Of Bonney Lake Adopting, As Part Of The Comprehensive Plan, A New Transportation Element. [03.5.1.4]

C. **AB06-154** - A Motion of the City Council Of The City of Bonney Lake Postponing The July 18, 2006 Council Workshop to the Night of July 19th. [A1.1.2]
IX. EXECUTIVE SESSION

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
ACCOUNTS PAYABLE AND
UTILITY REFUND CHECKS/VOUCHERS

7/11/2006

Accounts payable checks/voucher #44298 thru #44349 for utility refunds in the amount of $3,765.68.

Accounts payable checks/voucher #44350 thru #44461 in the amount of $449,878.87.
PAYROLL CERTIFICATION
2006

Payroll for June 16-30, 2006 for checks 25045-25101, including Deposits and Electronic Transfers in the amount of $431,450.62.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council Meeting Date:</th>
<th>Agenda Item Number</th>
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<tr>
<td>Admn Srvcs/Chuck McEwen</td>
<td>July 11th 2006</td>
<td>06-015</td>
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<th>Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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<tr>
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**BUDGET INFORMATION**

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**Explanation:** This is for a 60 month FMV buyout lease agreement with Copiers Northwest for a Canon C-5870U copier to replace the current copier at the Annex. Lease costs will be split between Planning & Community Development Department (25% 001.058.558.00.045 & 25% 001.059.559.60.045), and Public Works Department (50% 401.034.534.50.045).

**Agenda Subject:**
Copiers Northwest Lease Agreement.

**Administrative Recommendation:**
Recommend approval.

**Background Summary:**
The Current Canon NP6551 at the Annex over the last two years has had repeated mechanical failures and replaced parts due to heavy volume. Parts for this copier have become ever increasing difficult to find, and the copier has been down for maintenance for extended periods of time. Due to the volume of copies at the Annex and the need for a reliable, stable copier platform the Annex staff and the IS Coordinator reviewed the Annex current and future needs for a copier. This Copier is a multi-function platform which will provide, network push scanning, Faxing, and Color & B&W copying up to 12”x18”. This copier will replace the current Canon NP6551 copier, Annex Fax machine, Color LaserJet printer, and Wide format inkjet printers at the Annex. Formal copier bids were received and the bid recommendation reviewed by the Finance Committee.

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<tr>
<th>Council Committee Dates:</th>
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<tr>
<td>Finance Committee: 06/27/06</td>
<td>Planning Agency: Design Commission:</td>
<td>Park Board: Hearing Examiner:</td>
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<td>Public Safety Committee:</td>
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<td>Community Development &amp; Planning Committee:</td>
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<td>Council Workshop:</td>
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**Council Action:**
Council Call for Hearing:  
Council Hearings Date:
Council Referred Back to: Workshop: Committee
Council Tabled Until: Council Meeting Dates: 07/11/06

**Signatures:**
Dept. Dir.  
Mayor  
Date City Attorney Reviewed: Not Reviewed – Standard Agreement
RESOLUTION NO. 1569

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT FOR A CANON C-5870U COPIER, 60 MONTH LEASE WITH 0 DOWN AND A FAIR MARKET VALUE BUYOUT.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to execute a lease agreement for one Canon C-5870U copier.

PASSED by the City Council this 11th day of July, 2006.

__________________________
Mayor Neil Johnson, Jr.

ATTEST:

__________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
City of Bonney Lake  
19306 Bonney lake Bvld  
Bonney Lake, Wa. 98391  
253-447-4301  
Attn Chuck McEwen

Equipment bid

Canon C-5870U Color System. Cash purchase amount $18,751.00+tax  
60 month lease with 0 down and an FMV option $378.77+tax per month  
60 month lease with 0 down and a $1.00 pay-off $433.15+tax

Service and Supply Program as per your request includes  
Unlimited toner, parts, labor and staples

The cost per copy charge is based on 10K to 20K black and white copies per month and  
500 to 1500 color copies per month as per your volume request  
Black and white cost per copy .0075  
Color cost per copy .095

Equipment bid specifications  
BW copy speed 58 cpm  
Color 16 cpm  
Paper size  
Max 13X19  
Paper Wt. 17 to 110 lb  
Paper capacity
2-1500 power paper decks  
2-550 adjustable paper drawers  
100-sheet paper by-pass  
3500 sheet letter side paper deck  
R-1 stapling Finisher with four position stapling and 2 and 3 hole punch on the fly

Network connectivity  
L-1 with UFRll, PCL5c\PS3  
PDF high compression kit  
Universal-send with push scanning to file and e-mail  
G3 fax port with PC faxing  
Color scanning 200 to 600 dpi  
Reduction and enlargement range 25% to 400%
CUSTOMER NO. | PO NO. | INSTALL DATE | TERMS: NET CASH | LOCATION NO. | TAXABLE: | SELLER | DELIVER TO | SHIP TO | BIL TO | FINANCE | PAYMENT | SYS UW | 0 Down 0 Lease | QTY | UNIT PRICE | AMOUNT |
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| | | | | | | | | | | | | | | | | | |

DESCRIPTION OF TRADE-IN:

- Maintenance Agreement - [ ] YES (See Maintenance Agreement attached) [ ] NO

TERMS: COPIERS NORTHWEST, INC., (Seller) retains title to all equipment and supplies listed above until purchase price is paid in full. In the event Buyer defaults in payment the Buyer remains liable for this debt and the payment of any legal fees or other costs incurred in any action to collect this debt. Buyer gives Seller security interest in the property purchased in this agreement. Refer to warranty and limitations on reverse side.

This is a binding order, not subject to cancellation. This order cannot be changed except in writing by an officer of COPIERS NORTHWEST, INC.

BUYER'S AUTHORIZED SIGNATURE

TITLE

DATE

PERFORMANCE GUARANTEE

Guarantees apply to new equipment continuously covered by our Full Service & Supply Program as long as your account is kept in good standing.

1. Lifetime Guarantee - Your equipment is guaranteed to perform to manufacturer's specifications for as long as you own it. If we are not able to repair your equipment in your office, we will provide you with a free temporary replacement until the repair is completed. If your equipment cannot be repaired, we will replace it with equipment of equal or greater capabilities at no additional charge.

2. 98.6% Uptime Guarantee - Your equipment will be up and running during normal business hours (8 - 5 Monday thru Friday, except holidays) an average of 98.6% of each month. If during any 90-day cycle, your equipment fails to meet this standard, you will receive a 10% credit towards your next month's purchase or supply purchase from Copiers Northwest.

3. Equity Guarantee - When you need more sophisticated equipment, your investment can be used again with your Equity Value based on a percentage of your original purchase. When you trade in your original equipment, this Equity Value will be deducted from the manufacturer's new equipment price.

Number of months Since Purchase / Equity Value = 0-3/100% 4-12/60% 13-24/50% 25-36/25% 37+/10%

4. Supplies Guarantee - Our supplies meet all rigid manufacturer's specifications. Supplies are competitively priced and kept in our inventory for prompt shipment.

5. Training Guarantee - We guarantee to provide equipment training and retraining at no additional charge.

6. ESP Program - Eliminate Service Problems with our Pre-Active Service Program (see qualifications on separate page).

THE PERFORMANCE GUARANTEE: Accepted [ ] Declined [ ]
WARRANTY AND LIMITATIONS THEREOF

Copiers Northwest, Inc. warrants that the equipment sold pursuant to this equipment order will be free of defects in workmanship and materials for a period of ninety (90) days from the date of delivery. This warranty does not cover defects or damage resulting from in-transit handling, negligence or improper operation or maintenance of equipment by Purchaser.

Should any failure to conform with this warranty appear within ninety (90) days, Copiers Northwest, Inc. shall upon notification, correct such nonconformity. Said correction, at Copiers Northwest, Inc.'s option, shall be made either by repairing any defective part or parts, or by making available a repaired or replaced part.

This warranty is in lieu of all warranties of merchantability, fitness for a particular purpose, or other warranties, express or implied, except the warranty of the title and the warranty against patent infringement. This warranty does not cover consequential damages.

Buyer warrants that he has examined the above described goods or a sample or model thereof. Buyer does not rely on any warranty with regard to defects which said examination, under the circumstances thereof, ought to have been revealed to him.

No warranties have been made by Seller in reference to the above described goods unless expressly included in this written sales agreement between Buyer and Seller.

Copiers Northwest, Inc. shall have no obligation to make ordinary changes to toner, paper or developers, or to install equipment accessories or to repair or replace equipment in the event that repair or replacement are required due to abuse, accident, theft or damage to the machine caused by repairs performed by someone other than an authorized Copiers Northwest, Inc. representative.

[Signature]
[Date]
Program Agreement

Supplier: Copiers Northwest, Inc.
601 Dexter Avenue North
Seattle, WA 98109

Customer: City of Bellingham
19306 Bellingham Blvd.
Bellingham, WA 98226

Make / Model / Accessories

Serial No.

Rental Payment

# 378.17

TOTAL: # 378.17

Transaction Terms:

Term: 60 Months

1 Month Advance Payment: $ 0

Equipment Location (if different from Customer address above)

City State Zip

Customer Contact

Telephone

We have written this Agreement in plain language because we want you to understand its terms. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have. The word “Agreement” means this FlexPlan Program Agreement. The words “you” and “your” mean the Customer named above. The words “we”, “us”, and “our” refer to the Owner named below. The abbreviation “CNW” refers to Copiers Northwest, Inc.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. PROVIDED THAT YOU ARE NOT IN DEFAULT UNDER THE AGREEMENT, YOU WILL HAVE THE OPTION TO UPGRADE THE EQUIPMENT INTO A NEW AGREEMENT. THE BALANCE DUE ON THIS AGREEMENT WILL BE REFINANCED INTO A NEW AGREEMENT WITH SUCH BALANCE DETERMINED BY US BUT NOT TO INCLUDE AN EARLY TERMINATION PENALTY. THE UPGRADE REQUEST WILL ALSO BE SUBJECT TO YOU ACQUIRING THE NEW EQUIPMENT FROM COPIERS NORTHWEST, INC. AND SUBJECT TO OUR CREDIT APPROVAL. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS AGREEMENT. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE OWNER HAS ACCEPTED AND EXECUTED THIS AGREEMENT. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS LOCATED WHERE THIS AGREEMENT IS ACCEPTED AND EXECUTED BY OWNER.

Accepted By:

(legal name)

By:

(signature of authorized signer)

Title:

(printed name and title)

Date:

FED TAX ID:

Customer:

(legal name)

By:

(signature of authorized signer)

Title:

(printed name and title)

Date:

Personal Guaranty

In consideration of Owner entering into the above Agreement in reliance on this Guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantees to Owner, its successors and assigns, the prompt payment and performance of all obligations under the Agreement. We agree that (a) this is a guaranty of payment and not of collection, and that Owner can proceed directly against us without disposing of any security or seeking to collect from Customer, (b) we waive all defenses and notices, including those of protest, presentment and demand, (c) Owner may renew, extend or otherwise change the terms of the Agreement without notice to us and we will be bound by such changes and (d) we will pay all of Owner’s costs of enforcement and collection. This guaranty survives the bankruptcy of Customer and binds our administrators, successors and assigns. Our obligations under this guaranty continue even if Customer becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Customer. In the event we must pay Owner, this Guaranty will be governed by the same state law as the Agreement. We agree to jurisdiction and venue in the state and federal courts in the same state and county.

Personal:

By

(individually)

Address:

Social Security Number:

Witness:

Signature:

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

**Department/Staff Contact:** Admn Srvc/Chuck McEwen

**Council Meeting Date:** July 11, 2006

**Agenda Item Number:** 06-106

**Ordinance Number:**

**BUDGET INFORMATION**

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**Explanation:** This is for a Maintenance agreement billed Quarterly for service and support of a new Canon C-5780U copier for the Annex. Current usage of 100,000 pages per quarter. At current usage the per copy charge would be an addition $750.00/quarter

**Agenda Subject:**
Copiers Northwest Maintenance agreement.

**Administrative Recommendation:**
Recommend approval.

**Background Summary:**
Attached is the standard Maintenance agreement for one Canon C-5780U copier. This agreement is part of the bid package recommendation reviewed by the Council Finance Committee.

**Council Committee Dates:**
- Finance Committee: 6/27/06
- 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 Referred Back to:
- Workshop: Committee
- Council Tabled Until: Council Meeting Dates: 07/11/06

**Signatures:**
- Dept. Dir.
- Mayor
- Date City Attorney Reviewed
- Not Reviewed - Standard Contract
RESOLUTION NO. 1570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT FOR QUARTERLY MAINTENANCE AGREEMENT WITH COPIERS NORTHWEST TO SUPPORT A CANNON C-5870U COPIER.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to execute a maintenance agreement for one Canon C-5780U Copier.

PASSED by the City Council this 11\textsuperscript{th} day of July, 2006.

Mayor Neil Johnson, Jr.

ATTEST:

\hline
Harwood T. Edvalson, CMC
City Clerk
\hline

APPROVED AS TO FORM:

\hline
James Dionne, City Attorney
\hline
**FULL SERVICE & SUPPLY PROGRAM**

**MAINTENANCE AGREEMENT**

Start Date: ____________________________

Beginning Meter: ____________________________

Term:  [ ] Year to Year  [ ] Years

**Bill To:**

- 19263 Bonney Lake Blvd.
- Bonney Lake, WA 98391
- Chuckie

**Equipment Location:**

- Same
- 8702 184 Ave E
- Bonney Lake, WA 98391
- Ext.

- [ ] BASE MONTHLY / [ ] QUARTERLY, In Advance
- [ ] MONTHLY, Billed in Arrears on Usage

**BILLING FREQUENCY**

- P.O. No.
- ACCOUNT NO.
- SALES REP.

**FULL SERVICE & SUPPLY PROGRAM-Color Copier / Printers**

This agreement covers all parts, labor, consumable supplies (except paper), including toner and developer, drum and fuser rollers. Staples are not included.

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<td>Canon C-3870U</td>
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<tr>
<td>Monthly Base Copy Charge $122 50 60-90%</td>
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**SPECIAL INSTRUCTIONS:** BW 10K CP. 0.075 Color 500 to 1500 CP. 0.085 Plan Includes Staples.

The Provisions on page 2 of this contract are incorporated in and made part of this Agreement.

**CUSTOMER ACCEPTANCE**

- Signature: X
- Title
- Date

**COPIERS NORTHWEST, INC.**

- Representative
- Title
- Date

Authorized signature acknowledges terms, conditions, expiration dates and meter readings.
MAINTENANCE AGREEMENT PROVISIONS

1. PURPOSE
This agreement covers the cost for adjustments, repairs, and replacement of parts necessitated by normal use of the equipment and as specifically provided. This agreement shall not apply if equipment is lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water casualty or any other natural force and any loss or damage (direct or consequential) occurring from any of the foregoing is specifically excluded from this agreement. Copies Northwest shall not be responsible for delays or inability to provide service calls due to strikes, accidents, embargoes, Acts of God, or any other event beyond its control. The use of unauthorized parts, components, modifications or personnel to effect repairs or changes may cause this agreement to be null and void.

2. TERMS
Payment of this invoice constitutes acceptance of these provisions in full. Copies Northwest may adjust the rate periodically after the first 12 months. Payment terms are net 10 days from the beginning date of this agreement and, in this agreement, as the option of Copies Northwest may become null and void due to lack of payment within 10 days from the beginning date of this agreement, and any services rendered during that period will be charged separately.

3. LIABILITY
Customer agrees that Copies Northwest shall not incur any liability to customer for any loss of business, loss of products, or any other damages, direct, indirect or consequential, resulting to the customer by reason of any non-performance or defective performance by Copies Northwest under this service agreement.

4. AMENDMENTS
Verbal agreements are not part of this agreement. No one is authorized to change, alter, or amend the terms or conditions of this agreement unless agreed to in writing by an officer of Copies Northwest, Inc.

5. PRE-INSPECTION
The equipment for which this agreement is intended is subject to an inspection prior to becoming effective. If maintenance or service is required to bring the equipment up to serviceable standards then additional charges will be made based on the parts and labor necessary to render the equipment serviceable.

6. RENEWAL / CANCELLATION
The contract is deemed to be automatically renewable 30 days prior to expiration unless written notice declining this offer is received by Copies Northwest at least 30 days prior to expiration. Copies Northwest may decline to renew this agreement. In the event buyer defaults in payment, buyer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt. Charges relative to this agreement are not refundable either partially or in full. If customer cancels this agreement, the cancellation fee will be the average monthly volume for the last 12 months multiplied by the cost-per-copy multiplied by the number of months remaining of the agreement.

7. RELOCATION / TRANSFER
This agreement is assigned to the equipment at the location specified and is transferable only if the equipment should be relocated to another area within the same service zone. However, any cost that may be involved in the relocation of the equipment specified is not covered by this agreement. Any damage caused by a non-Copies Northwest employee will be chargeable. If title of equipment is transferred, this maintenance agreement is null and void. If customer purchases a new machine from Copies Northwest, the unused portion of the maintenance agreement may be applied to the new equipment.

8. TRAINING
To insure proper operation, Copies Northwest will provide training on the use and care of copying equipment. It is the customer’s responsibility to insure Copies Northwest is properly notified of any training requirement because service calls resulting from misuse of the machine by untrained personnel will be charged separately.

9. KEY OPERATOR
The customer agrees to make available and designate a suitable key operator for training in the use of this equipment. Should the employment status of designated operator change as to to affect operator’s availability to perform this assignment, the customer shall inform Copies Northwest to insure retraining.

10. METER READINGS
The customer agrees to provide meter readings at the request of Copies Northwest, Inc.

11. MAINTENANCE
Execution of a maintenance agreement service call will be made during normal business hours and on the equipment and installation specified on this agreement. Work requested to be done outside Copies Northwest’s normal working hours will be billed at the then current after-hours rate.

12. SUPPLIES
The equipment under this agreement will give excellent performance with supplies which have been proven and tested by Copies Northwest. Sufficient black toner will be furnished to supply normal copy yields as suggested by the manufacturer. If Maintenance Agreement customers use supplies other than those provided by Copies Northwest, and if such supplies result in excessive service calls or are clearly not compatible with the equipment, then the coverage under this agreement may not apply, and you may be charged for all parts and labor needed.

13. SHOP REPAIR / LOANER
If a shop repair is necessary because normal repairs and parts replacement cannot keep a unit in a satisfactory operating condition, Copies Northwest will provide a loaner machine to the customer at the current per copy rate.

14. RECONDITIONING
If a shop reconditioning is necessary because normal repairs and parts replacement cannot keep a unit in satisfactory operating condition or the unit has reached the manufacturer’s recommended overhaul interval, Copies Northwest will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If Customer does not authorize said overhaul, Copies Northwest may discontinue service of the equipment without refund of the unused portion of this agreement or Copies Northwest may refuse to renew this agreement upon expiration.

15. CONNECTED PRODUCTS
Connected products (peripherals) of any type are not included with this agreement unless customer has selected connection monthly base fee. All software support and peripherals including but not limited to Fiery, HotSpur, or other interfaces of any type are not included in this maintenance agreement. All software and connectable product support will be billed at $125.00 per hour plus time and materials.

16. ELECTRIC SERVICE
Customer agrees to provide a dedicated circuit and a surge protector for the copier. Not having this dedicated circuit and surge protector will impair the ability of the service department of Copies Northwest by causing excessive service calls. If a dedicated line and a surge protector is not installed for the copier, Copies Northwest has the option of increasing the cost of this maintenance agreement. In the event a problem occurs due to inadequate electric service, charges for service will be billed until the problem is corrected.

Customer Acceptance

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<td>Title</td>
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Copiers Northwest, Inc.

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

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<td>June 27, 2006</td>
<td>AB06-146</td>
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<td>Resolution Number:</td>
<td>Councilmember Sponsor:</td>
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**BUDGET INFORMATION**

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**Explanation:**
Preparation of the Sewer and Water Comprehensive Plans have been funded from the sewer and water utility funds. Adoption per se requires no further expenditure. The Utilities Element guides future improvements in the sewer, water, and stormwater systems.

**Agenda Subject:**

**Administrative Recommendation:**
Hear Planning Commission recommendation to adopt.

**Background Summary:**
See attached staff report.

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**Council Committee Dates:**
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**Commission Dates:**

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

**Council Action:**
Council Call for Hearing:  
Council Referred Back to: Workshop  
Council Tabled Until: Committee

**Signatures:**
Dept. Dir.  
Mayor/City Administrator  
Date City Attorney reviewed
Organization of our Comprehensive Plan
The Growth Management Act (GMA) requires that local comprehensive plans contain the following elements:
- Land use
- Housing
- Capital facilities
- Transportation
- Utilities
- Economic development

Bonney Lake’s Comprehensive Plan contains the following elements:
- Community Character Element
- Land use
- Housing
- Economic development
- *Transportation
- *Parks Element
- *Utilities
- *Other capital facilities

The Comprehensive Plan’s table of contents states: “*These elements make up the Capital Facilities Element.” The reason for the asterisks is that transportation facilities, utilities, and parks are all capital facilities. Our Plan avoids duplication by defining all with asterisks as part of the Capital Facilities Element. “Other Capital Facilities” contains only the miscellaneous facilities.

In turn, the Utilities Element consists of water, sewer, and stormwater. When the City was required to update its Comprehensive Plan in 2004, the water and sewer plans were not done yet completed. The City inserted only a “placeholder” Utilities Element. Until the new Utilities Element is adopted the Bonney Lake Comprehensive Plan remains out of compliance with the Growth Management Act. Grants and loans are very difficult to obtain. (The Bonney Lake Comprehensive Plan complies the Growth Management Act in all other respects.)

Comprehensive Water Plan
The document is called a Comprehensive Water Plan because it contains all planning necessary to the water system. In addition to capital facility planning it has plans for operation,
maintenance, and so forth. It meets all GMA requirements and is consistent with the Comprehensive Plan’s other elements and with the plans of our neighboring jurisdictions. It shows how water source, storage, and distribution systems would be expanded to meet the City’s growth needs per the Land Use Element, both in terms of quantity and location.

The City’s water utility encompasses a large area not in the City or in the City’s UGA. The water service area wraps entirely around Lake Tapps, including lands in Pierce County and Auburn jurisdiction. In those areas, Bonney Lake is obligated to provide water as necessary to accommodate such development as Auburn or Pierce County may approve. Bonney Lake has no land use jurisdiction, yet must provide water. The City could seek to dispose of its “extra-territorial” water service area, but does not propose to do so. Because water is a utility, the water system must pay for itself without subsidy from the General Fund.

Comprehensive Sewer Plan
Like the water plan, this is an extremely complete document. The City’s sewer utility has a “convoluted, contentious, and colorful” history – see page 2-2. In addition to capital facility planning it has plans for operation, maintenance, and so forth. It meets all GMA requirements and is consistent with the Comprehensive Plan’s other elements and with the plans of our neighboring jurisdictions. The future improvements are designed to meet the City’s growth needs per the Land Use Element, both in terms of quantity and location. This plan shows how areas that are in the City but don’t have sewer yet, like Cedarview, could get sewer. See Figure 5-10.

The City’s sewer utility encompasses two large areas outside the City and its UGA. In these areas, Bonney Lake is merely a sewer provider.

The “south sewer area” extends lies in Pierce County jurisdiction, east and northeast of, but not including, Cascadia. Some of this area is on septic tanks, some is undeveloped. The plan shows two alternatives: a conventional conveyance to the Sumner plant or a local membrane bioreactor (MBR) plant. The plan recommends the MBR alternative for the reasons stated on page 5-16.

The “north sewer area” lies along the west side of Lake Tapps in Pierce County jurisdiction and in Auburn’s UGA. Some of this area is on septic tanks, some is undeveloped. Large residential developments around Lakeland Hills are creating a lot of demand. The plan suggests three alternatives: 1) conveyance to the Metro/King County plant, 2) conveyance to the Sumner plant, or 3) a local plant. The plan recommends pursuing the local plant alternative for the reasons stated on page 5-22. Also, to some extent, the City may cede the obligation to provide sewer service to the City of Auburn.

In these “extra-territorial” service areas, Bonney Lake is obligated to provide water as necessary to accommodate such development as Auburn or Pierce County may approve. The City could seek to dispose of its “extra-territorial” service area, but does not propose to do so. Because sewer is a utility, the sewer system must pay for itself without subsidy from the General Fund.
Stormwater Plan
A new Stormwater Plan is being prepared, but it isn’t complete yet. This Comprehensive Plan amendment is proceeding without it.

Consistency with other jurisdictions
Taken as a whole, the Utilities Element is consistent with the utilities planning of nearby jurisdictions.

Consistency with the Plan’s other elements
The proposed Transportation Element is consistent with the Land Use and other elements of the Comprehensive Plan.

Criteria
BLMC 14.140.090 establishes the following criteria for amending the Comprehensive Plan. Staff’s responses follow in italics.

1. Is the amendment consistent with the goals and policies of the comprehensive plan?
   Yes.

2. Would the comprehensive plan remain internally consistent?
   Yes. The proposal would not conflict with anything currently in the Plan.

3. Is the amendment consistent with the countywide planning policies?
   The countywide planning policies contain nothing that would indicate denial of this proposal.

4. Is the amendment consistent with the Growth Management Act?
   The GMA contains nothing that would indicate denial of this proposal.

5. Does the amendment advance the public health, safety, or welfare and is it in the best interest of the residents of Bonney Lake?
   Yes.

What pages will be swapped out in the Comprehensive Plan binders, and what documents will be adopted by reference
The sewer and water plans before us are too bulky to fit in the same binder as the rest of the Comprehensive Plan. In place of the existing two-page “placeholder” Utilities Element, staff has drafted a new two-page Utilities Element. See attached. This two-page Utilities Element adopts the sewer and water plans by reference.
SEPA
SEPA still been complied with through a Determination of Non-Significance.

Planning Commission Recommendation
On May 17, 2006, the Planning Commission recommended adoption. Staff also recommends adoption. The sooner adoption occurs, the more likely the City will succeed in current grant applications
Utilities Element

CONTENTS

Water .................................................. 7-1
Sewer ............................................... 7-1
Stormwater ........................................ 7-1
Non-Municipal Utilities ......................... 7-1
Goals and policies ................................ 7-2

Note: Though not printed in this binder, the City's water, sewer, and stormwater plans, identified below, are integral parts of this Utilities Element. With these adoptions by reference, this Utilities Element is internally consistent, consistent with the other elements of this Plan, and consistent with the utilities plans of other jurisdictions.

Water

The City hereby adopts the City of Bonney Lake Comprehensive Water System Plan, prepared by RH2 and dated March, 2006, as part of this Utilities Element. Copies are available at City Hall or the City Hall Annex.

Sewer

The City hereby adopts the City of Bonney Lake Comprehensive Sewer System Plan, prepared by RH2 and dated March, 2006, as part of this Utilities Element. Copies are available at City Hall or the City Hall Annex.

Stormwater

The Bonney Lake Stormwater Comprehensive Plan, prepared by Montgomery Water Group, Inc. and adopted on 12/11/01 by Ordinance #906, is hereby adopted part of this Utilities Element. Copies are available at City Hall or the City Hall Annex.

Non-Municipal Utilities

Electric Power

Puget Sound Energy provides electricity to the Bonney Lake area. Puget Sound Energy has ceased operation of the White River Hydroelectric generating plant that used Lake Tapps as storage. Regional transmission lines pass through the Bonney Lake area. For information on existing and proposed electric facilities contact Puget Sound Energy, Corporate Relations, 3130 S. 38th St., Tacoma, WA 98409, (253) 476-6403.
Natural Gas

Puget Sound Energy provides natural gas to the Bonney Lake area. A natural gas transmission line passes through the Bonney Lake area. For information on existing and proposed natural gas facilities contact Puget Sound Energy, Corporate Relations, 3130 S. 38th St., Tacoma, WA 98409, (253) 476-6403.

Telecommunications

Qwest provides telephone and other data transmission services in the Bonney Lake area. Several companies provide cellular telephone service. Viacom Cablevision provides cable television. For information on existing and proposed telecommunication facilities, contact the provider.

Solid Waste

Murrey’s Disposal Company is the City’s franchise collection agency for solid waste. The receiving landfills are outside the Bonney Lake area.

Goals and policies (see also policies in the plans adopted by reference)

Goal 7-1 Ensure sufficient sewer, water, and stormwater service for the City and UGA through the planning horizon.

Policy 7-1a Coordinate with other jurisdictions to provide adequate sewer and water capacity in accordance with the growth projections of the respective jurisdictions (including Bonney Lake, for that part in the City’s current limits or UGA).

Policy 7-1b Not allow development in the city limits in excess of the City’s ability to ensure that said development receives adequate water and sewer service.

Policy 7-1c Meet the City’s obligations to provide water and sewer service outside the city limits and UGA.

Policy 7-1d Require connection to City sewer when possible and on-site sewage disposal systems are failing.

Policy 7-1e Where practical, install power and telecommunication distribution lines underground to reduce storm damage and aesthetic clutter.

Policy 7-1f Wisely manage placement of private utilities in street rights-of-way.

Policy 7-1g Encourage solid waste recycling.

Policy 7-1h Coordinate with private utility providers to provide good service and to facilitate planned land development in the Bonney Lake area.
ORDINANCE NO. D 06-146

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE ADOPTING, AS PART OF THE COMPREHENSIVE PLAN, A NEW UTILITIES ELEMENT INCORPORATING A NEW COMPREHENSIVE SEWER PLAN AND COMPREHENSIVE WATER PLAN

WHEREAS, RH2 has prepared for the City a new Comprehensive Sewer Plan and Comprehensive Water Plan Element; and

WHEREAS, said Comprehensive Sewer Plan and Comprehensive Water Plan are now adopted by reference as part of the amended Utilities Element, attached; and

WHEREAS, SEPA has been complied with by means of a Determination of Non-Significance; and

WHEREAS, the Planning Commission held a public hearing on May 3, 2006 and recommended adoption on May 17, 2006; and

WHEREAS, pursuant to state law on how frequently cities can amend their comprehensive plans, the City adopts this Utilities Element simultaneously with a Utilities Element and a budget amendment, so that further comprehensive plan amendments can occur in 2006, and,

WHEREAS, per the criteria for amending the Comprehensive Plan set forth in BLMC 14.140.090, 1) the amendment is consistent with the goals and policies of the comprehensive plan, 2) the comprehensive plan would remain internally consistent, 3) the amendment is consistent with the countywide planning policies, 4) the amendment is consistent with the Growth Management Act, and 5) the amendment advances the public health, safety, or welfare and is it in the best interest of the residents of Bonney Lake.

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

Section 1. The attached Utilities Element is hereby adopted as part of the Comprehensive Plan.

Section 2. This ordinance concerns powers vested solely in the Council, is not subject to referendum, and shall take effect five (5) days after its passage, approval and publication as required by law.

PASSED by the City Council and approved by the Mayor this _____ day of July, 2006.
ATTEST:

Harwood Edvalson
City Clerk

APPROVED AS TO FORM:

James Dionne
City Attorney

Passed:
Valid:
Published:
Effective Date:
City of Bonney Lake, Washington  
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<td>July 4, 2006</td>
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<td>Councilmember Sponsor:</td>
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**Explanation:**
Adoption per se requires no further expenditure. However, the Transportation Element guides future capital improvements in the transportation system.

**Agenda Subject:**
New Transportation Element.

**Administrative Recommendation:**
Hear Planning Commission recommendation to adopt.

**Background Summary:**
See attached staff report.

<table>
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<th>Council Committee Dates:</th>
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**Signatures:**

Dept. Dir. [Signature]
Mayor/City Administrator
Date City Attorney reviewed
Date: 6/22/06
To: Mayor and City Council
From: Steve Ladd, Planning Manager
RE: Adoption of Transportation Element of the Comprehensive Plan

Overview
The Transportation Element that currently makes up part of the Comprehensive Plan was created in 2004 as part of the Major GMA Update. That element was written in-house and lacks certain ingredients. For the current re-write, the City contracted with The Transpo Group. The same firm prepared our impact fee structure in 2002. Some of the chief advantages of the proposed element over the existing are as follows.

1. Whereas the current Transportation Element’s planning horizon matches that of the 6-Year Street Plan (six years), the proposed element matches that of the rest of the Comprehensive Plan (20 years). This accords with the Growth Management Act. It allows us to ensure that transportation facilities will be adequate to accommodate land development.

2. The new Transportation Element has the benefit of a new run of the City’s traffic model (maintained for us by Transpo).

3. The proposed element allows the City to increase its traffic impact fees. An ordinance to that effect (not yet drafted) can be adopted concurrently with the proposed element.

4. The proposed element is much richer in data and analysis.

Though the proposed element is much better, it does not significantly depart from the current element in terms of policy or strategy. It represents a steady elaboration upon past decisions.

Street classifications and extensions
Some street classifications have changed, as follows. See Figure 6.

1. Reclassified West Tapps Highway as a collector instead of a minor arterial. (The north part of the city is largely built out. Traffic volumes won’t get much higher.)
2. Reclassified 198th Ave, south of 104th Street (in Pierce County), as a minor arterial, consistent with Pierce County. This is realistic given the demand that will be placed on this corridor.
3. Reclassified 182nd Ave as a collector street.
4. Reclassified 84th Street as a collector street between 182nd Ave and Locust Ave.

Figure 6 also shows planned extensions. These are the same extensions as shown in the current Element.
Level of service (LOS) standard
The possible Levels of Service are A through F. Below is a summary. “Delay” means the average time lost in deceleration, stopping, and acceleration. A high LOS standard is expensive. A low standard is inconvenient but affordable.

LOS A: Streets have free flow, low volumes, and high speeds. Drivers are delayed no more than 40% of the time. Intersection delay is less than 10 seconds.

LOS B: Streets have stable flow, but operating speeds are somewhat restricted. Drivers are delayed up to 55% of the time. Intersection delay is 10-20 seconds.

LOS C: Streets have stable flow, but are susceptible to congestion. Drivers are delayed up to 70% of the time. Intersection delay is 20-35 seconds.

LOS D: Streets have unstable flow. Drivers are delayed up to 85% of the time. Intersection delay is 35-55 seconds.

LOS E: Streets have unstable flow. Drivers are delayed 80% to 95% of the time. Intersection delay is 55-80 seconds.

LOS F: Extreme congestion drops volumes below capacity. Speeds are very low. Intersection delay exceeds 80 seconds.

The proposed LOS standard remains at LOS D. The proposed Element plots a course for maintaining LOS D. However, this does not apply to SR 410 because it is a WSDOT facility. The City has no power to restrict traffic on it nor the funds to improve it.

Traffic and LOS forecasts
The traffic model is based on land development envisioned in the Land Use Element, both residential and employment growth. It indicates a need for higher highway capacity westward from Bonney Lake. This will be a bottleneck. Figure 5 shows peak hour traffic in 2025.

Street improvement projects
Whereas the current Element’s street improvement project list goes out to only 2009, the proposed Element’s list (Figure 10) is broken down into “short,” “mid,” and “long” timing. “Long” means getting built in 2019-2025. The list is a logical progression from the current Element. The projects are also broken down into roadway and intersection improvements. These projects are necessary to maintain LOS D while the City builds out according to the Land Use Element. The total cost in the current Element is $39,503,000. The total cost in the proposed Element, excluding WSDOT and Pierce County projects, is $69,830,000, but that includes projects projected further into the future.
Pedestrian and bicycle travel
Bonney Lake lacks sidewalks and paved shoulders. This is exacerbated by the disconnected street pattern. Sidewalks are a major issue for many people. A Non-Motorized Transportation Plan is being prepared separately. It will be folded into the Transportation Element later.

Funding and impact fees
Table 13 on page 70 shows proposed funding. This includes an increase in the traffic impact fee from. See the following table for examples of how this compares to the existing impact fee.

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<tr>
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<tr>
<td>Single-family residence</td>
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<tr>
<td>1000 sq. ft. of supermarket</td>
<td>$16,660</td>
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Consistency with other jurisdictions
WSDOT. We have one state facility: SR 410. Page 66 shows the relationship of Bonney Lake’s transportation planning to that of WSDOT. The planning for the two agencies is consistent, though the probably deterioration of LOS on SR 410 is noted.

PSRC. Consistent - see page 67.

Pierce County. Consistent – see page 67. Pierce County has jurisdiction over arterial to all around Bonney Lake. Those to the large unincorporated UGA south of Bonney Lake are particularly important.

Pierce Transit. Consistent - see page 68.

Consistency with the Plan’s other elements
The proposed Transportation Element is consistent with the Land Use and other elements of the Comprehensive Plan.

Concurrency
The GMA requires that improvements needed to maintain the LOS standard be constructed within six years of the land development which necessitates the improvement. Bonney Lake applies the concurrency test to collectors and arterials (roadways and intersections) other than SR 410, which is exempt. See also page 65.
Staff Report

Criteria
BLMC 14.140.090 establishes the following criteria for amending the Comprehensive Plan. Staff's responses follow in italics.

1. Is the amendment consistent with the goals and policies of the comprehensive plan?  
Yes.

2. Would the comprehensive plan remain internally consistent?  
Yes. *The proposal would not conflict with anything currently in the Plan.*

3. Is the amendment consistent with the countywide planning policies?  
*The countywide planning policies contain nothing that would indicate denial of this proposal.*

4. Is the amendment consistent with the Growth Management Act?  
*The GMA contains nothing that would indicate denial of this proposal.*

5. Does the amendment advance the public health, safety, or welfare and is it in the best interest of the residents of Bonney Lake?  
Yes.

How the pages would swap out in your Comprehensive Plan binder
Once the new Transportation Element is adopted, staff will completely remove the old element and insert the new. However, the appendices will not be part of the printed binder. One would have to request a copy of the appendices from the City.

SEPA
SEPA still been complied with through a Determination of Non-Significance.

Planning Commission Recommendation
The Planning Commission had several concerns with the proposal. Not all have been resolved to the satisfaction of all members. Nonetheless, on June 21, 2006, the Planning Commission recommended adoption, three for, two against.

Staff also recommends adoption. No one wants increased traffic, but it's unavoidable. Efforts to manage the traffic will be controversial, but staff believes the proposed Transportation Element is the City's best alternative.
ORDINANCE NO. D 06-147

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BONNEY LAKE ADOPTING A NEW TRANSPORTATION
ELEMENT AS PART OF THE COMPREHENSIVE PLAN

WHEREAS, The Transpo Group has prepared for the City a new Transportation Element; and

WHEREAS, said Transportation Element has been the subject of an open house and several presentations and public meetings; and

WHEREAS, SEPA has been complied with by means of a Determination of Non-Significance; and

WHEREAS, the Planning Commission held a public hearing on May 3, 2006 and recommended adoption on June 21, 2006; and

WHEREAS, pursuant to state law on how frequently cities can amend their comprehensive plans, the City adopts this Transportation Element simultaneously with a Utilities Element and a budget amendment, so that further comprehensive plan amendments can occur in 2006, and,

WHEREAS, per the criteria for amending the Comprehensive Plan set forth in BLMC 14.140.090, 1) the amendment is consistent with the goals and policies of the comprehensive plan, 2) the comprehensive plan would remain internally consistent, 3) the amendment is consistent with the countywide planning policies, 4) the amendment is consistent with the Growth Management Act, and 5) the amendment advances the public health, safety, or welfare and is it in the best interest of the residents of Bonney Lake.

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

Section 1. The attached Transportation Element is hereby adopted as part of the Comprehensive Plan.

Section 2. This ordinance concerns powers vested solely in the Council, is not subject to referendum, and shall take effect five (5) days after its passage, approval and publication as required by law.

PASSED by the City Council and approved by the Mayor this _____ day of July, 2006.
ATTEST:

Harwood Edvalson
City Clerk

APPROVED AS TO FORM:

James Dionne
City Attorney

Passed:
Valid:
Published:
Effective Date:
City of Bonney Lake, Washington
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<td>Deputy Mayor Swatman</td>
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<td>Rental fee of approx. $150.</td>
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**Explanation**

**Agenda Subject:** Postponement of July 18th Council Workshop to July 19th

**Administrative Recommendation:** None.

**Background Summary:** Several Councilmembers have indicated an interest in participating in the July 18th Pierce County open house to inform citizens of plans to improve the 198th Ave. E. corridor. The open house conflicts with the Council’s regular workshop scheduled at 5:30 p.m. that evening. If the Council wishes to postpone the regular workshop to July 19th, a motion would be in order to direct staff to notice the postponement and secure a meeting location.

Due to other scheduled meetings on the night of July 19th, all of the City’s meeting facilities will be in use. Arrangements have been made to use the Bonney Lake High School Commons, if the Council wishes to meet that night.

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

**Commission Dates:**
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**Signatures:**
- Dir. Authorization: [Signature]
- Mayor: [Signature]
- Date City Attorney Reviewed: