building permit application or from an applicant with an existing residence served by a septic system and that also has sewer available.

C. The charges set out in this section shall not be applicable to an accessory dwelling unit permitted pursuant to BLMC 18.22.090, so long as a second connection to the city’s sewer system is not required by applicable codes or requested by the owner. Should the property upon which an accessory dwelling unit is located be sold, platted or otherwise segregated from the property upon which the primary residence is located, and, because of the exemption provided for in this subsection, the owner of the accessory dwelling unit did not previously pay a full, separate sewer connection charge for the accessory dwelling unit, then the following shall apply:

i. If no additional connection charge was paid for the accessory dwelling unit, the owner of the segregated accessory dwelling unit shall be required to pay a connection charge in the amount provided for in this section at the time of segregation.

ii. If a reduced connection charge was paid for the accessory dwelling unit, the owner of the segregated accessory dwelling unit shall be required to pay the difference between that reduced charge and the amount of the connection charge provided for in this section at the time of segregation.

D. When connection to the sewer system for an existing residence becomes mandatory due to a failed septic system, septic design flaw, or other reason, and the home is not being sold contemporaneously with the mandatory sewer application, a homeowner may apply to the City to pay the connection fee on an installment payment plan. The application shall state that paying the connection fee poses a financial hardship. The City may permit the applicant to pay the fee in monthly or annual installments (not both) for a period of not more than 10 years. A reasonable interest rate, as determined by the City’s Chief Financial Officer, will be charged on the balance owing to the City. The entire remaining balance of the connection fee plus interest shall be due and payable at the time of sale of the home. Any past-due installments and any remaining balance that is not paid at the sale of the home will become a lien on the property pursuant to BLMC 13.12.110.

Section 5. BLMC section 18.22.090 and the corresponding portions of Ordinance Nos. 988 § 2, 747A § 1 and 747 § 1 are hereby amended to read as follows:

**18.22.090 Accessory dwelling units.**

A. Intent. Accessory dwelling units (hereinafter referred to as “ADUs”) are intended to:

1. Provide homeowners with a means of providing companionship and security.
2. Add affordable units to the existing house supply.
3. Make housing units within the city available to moderate-income people.
4. Provide an increased choice of housing that responds to changing needs, lifestyles (e.g., young families, retired), and modern development technology.
5. Protect neighborhood stability, property values, and the single-family residential appearance by ensuring the ADUs are installed in a compatible manner under the conditions of this section.
6. Increase density in order to better utilize existing infrastructure and community resources, support public transit, neighborhood retail and commercial services.

B. Procedures. Any property owner seeking to establish an ADU in the city of Bonney Lake shall apply for an ADU permit (Type 1 permit – see Chapter 14.30 BLMC).

1. Application. A complete application shall include a properly completed application form, floor and structural plans for modification, and fees as prescribed in subsection (B)(2) of this section.

2. Fees. An applicant shall pay an application fee of $500.00. Such fee is related to the processing, inspection, notification, recording and enforcement and is in addition to any other required building permit review fees. Upon sale of the property, a new owner shall be required to register the ADU, paying a re-authorization fee of $100.00.

3. Criterion. The criterion for issuance of an ADU permit shall be in compliance with this section.

4. Memorandum of Deed Restriction (MDR). Upon issuance of the ADU permit, the property owner shall record with the Pierce County auditor a notarized MDR. Such MDR shall be in a form as specified by the director(s), and shall include as a minimum: (a) the legal description of the property which has been permitted for the ADU; (b) the registration-upon-purchase requirement contained in BLMC 18.22.090(B)(2); (c) the requirements contained in BLMC 18.22.090(C); (d) the requirements of BLMC 13.04.070 and BLMC 13.12.100 regarding connection charges applicable in the event the property upon which the ADU is located is sold, platted or otherwise segregated from the property upon which the primary residence is located; and (e) any restrictions imposed by the director(s) to ensure compliance with this section. The property owner shall submit proof that the MDR has been recorded prior to inspection and issuance of a certificate of occupancy by the building inspector. The MDR shall run with the land as long as the ADU is maintained on the property.

5. Inspection. After the city has (a) received a completed application and application fees, (b) approved an ADU permit, and (c) received a recorded MDR, the city shall inspect the property to confirm that the minimum and maximum size limits, required parking and design standards, and all applicable building, health, safety, energy and electrical codes are met. Satisfactory inspection of the property shall result in the issuance of a certificate of occupancy.

6. Notification. Upon a complete application being submitted, the city will post the property with a standard notice of land use application enclosing requirements for the ADU and a copy of the MDR signed by the applicant.

C. Requirements. The creation of an accessory dwelling unit shall be subject to the following requirements, which shall not be subject to waiver or variance:

1. Number. One accessory unit shall be allowed per legal building lot as a subordinate use in conjunction with any single-family residence; no ADU will be permitted in conjunction with any duplex or multiple-family dwelling units. Either the principal residence or the unit designed to become the ADU may be constructed first. If the unit designed to be the ADU is built first, it shall be considered the primary residence until a second unit is built and shall be subject to the utility connection fees provided for in BLMC 13.04.070 and
13.12.100. The second unit built shall be considered an ADU for purposes of the utility connection fee exemptions provided for in BLMC 13.04.070(C)(2)(e) and 13.12.100(C).

2. Size. The accessory unit shall not contain less than 300 square feet as part of a main residential unit, and no less than 450 square feet as part of a detached unit, and not more than 1,200 square feet, excluding any related garage and stair areas.

3. Percentage of Total Square Footage. In addition to the above size limit, the square footage of any accessory dwelling unit, attached or detached, shall not exceed 45 percent of the total square footage of the primary and accessory residences, excluding any related garage and stair areas.

4. Off-Street Parking Requirements. There shall be one on-site parking space in a carport, garage or designated improved space provided for the accessory dwelling unit in addition to that which is required for the primary residence.

5. Design. Accessory dwelling units shall be designed to maintain the appearance of the existing single-family residence. If the accessory unit extends beyond the current footprint of the principal residence, such an addition shall be compatible with the existing color, roof pitch, siding and windows. If an accessory unit is detached from the main building, it must be compatible with the existing color, roof pitch, siding and windows of the principal residence. If the ADU is attached, only one entrance to the main building will be permitted in the front of the principal residence, and a separate entrance for the accessory unit shall be located on the side or rear of the building not visible from the street.

6. Applicable Related Codes. The accessory dwelling unit shall meet all technical code standards including building, electrical, fire, plumbing and other applicable code requirements.

7. MDR. Upon issuance of an ADU permit by the city, the property owner must record with the Pierce County auditor an MDR. Specific procedures are identified in subsection (B)(4) of this section.

8. Legalization of Nonconforming ADUs. All owners of illegal ADUs shall be required to either legalize the unit or remove it.

Section 6. This Ordinance concerning powers vested solely in the Council, it 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 ______________________, 2007.

__________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, CMC, City Clerk
APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:

\[\text{File Location:} \text{file://C:}/\text{file1234567890.png} \]
1. PURPOSE

To define water and sewer SDC requirements for single family residential property with an additional ADU on the same property.

2. ORGANIZATIONS AFFECTED

All Departments and Divisions

3. REFERENCES

3.1 BLMC 13.04.070(C) (2) states: Each new connection to the water system shall pay as part of their connection charges their equitable share of the cost of the system according to the following schedule:

3.2 BLMC 13.04.070 (C) (2) (c) states: The charges set out in this subsection (C) (2) shall not be applicable to an Accessory Dwelling Unit (ADU) permitted pursuant to BLMC 18.22.090.

3.3 BLMC 18.22.090 (C) states:
   1. One accessory unit shall be allowed per legal building lot as a subordinate use in conjunction with any single-family residence; no ADU will be permitted in conjunction with any duplex or multi-family dwelling units. Either the principal residence or the unit designed to become the ADU may be constructed first. If the unit designed to be the ADU is built first, it shall be considered the primary residence until a second unit is built and shall be subject to the utility connection fees provided for in BLMC 13.04.070 and 13.12.100. The second unit built shall be considered an ADU for purposes of the utility connection fee exemptions provided for in BLMC 13.04.070(C)(2)(c) and 13.12.100(C).

   2. Size. The accessory unit shall not contain less than 300 square feet as part of a main residential unit, and no less than 450 square feet as part of a detached unit, and not more than 1,200 square, excluding any related garage and stair areas.
c. In most cases, two adjacent residential parcels already share a common 1-inch connection to the City water line. Each parcel has a separate ¼-inch water meter connection to this supply line. From each of these two meters, in most cases, a 1-inch line runs to each house.

In some cases, Public Safety and Health requirements could be met simply by having a separate water supply line between the City water line and each parcel/meter. The applicant building the new connection to the City water line would have to pay for this construction work and build it in accordance with BLMC. No water-sewer SDC’s will be charged, because the same size meter is being reused. It may be cheaper to do this than pay the additional SDC’s.

d. The property owner will decide which type of connection to the City water supply is most cost-effective or beneficial.

7. ATTACHMENTS

none
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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<td>January 23, 2007</td>
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**BUDGET INFORMATION**

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**Explanation:** NA

**Agenda Subject:** Encroachments in the City Right-of-Way

**Administrative Recommendation:** Approve as written

**Background Summary:** Many cities adopt encroachment policies in order to accommodate citizen desires to encroach into the public right-of-way (ROW) when appropriate. This is generally to allow a front yard fence, rockery, retaining wall, or other obstruction to be temporarily installed on City ROW when it is unlikely that the ROW will be needed in the near future. This ordinance was prepared after review a half dozen or so other city ordinances relating to encroachment. Criteria are specified, and protections are provided. This came up at the end of last year in two incidents, one related to the “wishing well”, and another related to a retaining wall installed to prevent sloughing of a sloped area. Also attached are draft administrative policies and procedures to show how Admin. would implement the ordinance if approved.

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**Signatures:**

Dfr. Authorization: [Signature]

Mayor: [Signature]

Date City Attorney Reviewed: [Signature]
ORDINANCE NO. D07-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADDING A
NEW CHAPTER 12.32 TO THE BONNEY LAKE MUNICIPAL
CODE RELATING TO ENCROACHMENTS IN THE CITY
RIGHT-OF-WAY.

WHEREAS, the City Council finds it reasonable to permit citizens to encroach
into the City right-of-way under certain circumstances;

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

Section 1. A new Chapter 12.32 of the Bonney Lake Municipal Code is hereby
adopted to read as follows:

12.32.010 Encroachment Into The Public Right-Of-Way - Definition. An
encroachment into the public right-of-way is defined as any intrusion, irrespective of
height or size, into a sidewalk, street, or other public right-of-way and includes, but is not
limited to, fill material, retaining walls, rockeries, plants either deliberately planted or
growing from adjacent property, or any other material or structures.

12.32.020 Encroachment Permits. An encroachment into a public right-of-way is
not allowed without an encroachment permit issued by the City. An encroachment permit
shall not be granted when any of the following conditions are present:

A. The City has a planned project in the adopted TIP or CIP to utilize the portion of
the ROW in which the encroachment is proposed;
B. The proposed encroachment would create an immediate sight distance obstruction
at intersections, or, if in the case of flora, could reasonably grow into a sight
distance obstruction or other obstruction;
C. Utility lines near the proposed obstruction would render maintenance of the utility
lines more difficult;
D. The proposed encroachment is not compatible with the surrounding neighborhood
as determined by the Director of Planning and Community Development;
E. The proposed encroachment would create a public nuisance;
F. The proposed encroachment would create a safety hazard to motorists, bicyclists,
or pedestrians;
G. The proposed encroachment would obstruct the maintenance of public roads,
shoulders, and/or stormwater systems or otherwise increase the cost to maintain
those City improvements; or
H. The proposed encroachment would be within five feet of a roadway surface.

12.32.030 Administration of Encroachment Permits. The Mayor is authorized
and directed to develop policies, procedures and forms consistent with the intent of this
chapter, including an encroachment application and permitting process. Any
encroachment permit issued by the City shall include provisions for the following:
1. Specify the type and location of materials, plants, or structures allowed in the right-of-way;
2. Specify the rights and responsibilities of the city and the adjacent land owner for maintenance and eventual removal of the encroachment.
3. Make provisions for future access to the right-of-way for utilities, drainage, vehicles, and pedestrians;
4. Protect the public health and safety;
5. State that the City shall be entitled to revoke an encroachment permit and that the property owner shall return the property to the same or better condition than existed prior to the encroachment;
6. A hold harmless agreement and certificate of insurance indemnifying the City; and
7. Other criteria deemed necessary by the Mayor or his designee.

12.32.040 Rights Not Conveyed. An encroachment permit shall not constitute a surrender by the city of any property rights to the right-of-way.

12.32.050 Permit Fee. A nonrefundable application review fee of thirty-five dollars ($35.00) shall be charged for each encroachment permit application, regardless of whether the permit is granted or not.

Section 2. The Mayor is hereby authorized to implement such other administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication, as required by law.

PASSED by the City Council and approved by the Mayor this ___th day of __, 2007.

______________________________
Neil Johnson, Jr.
Mayor

ATTEST:

______________________________
Harwood T. Edvalson
City Clerk, CMC

APPROVED AS TO FORM:

______________________________
James Dionne
City Attorney
SUBJECT: Encroachment Policy and Permitting Process

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Developed by: Joel Thompson/Don Morrison

Department Head Approval: Mayor/City Administrator Approval:

1. **PURPOSE.** To protect City property and right-of-ways (ROW) from unauthorized encroachment, and to allow adjoining property owners temporary use of the City's ROW when desirable.

2. **DEPARTMENTS AFFECTED**

   Planning and Community Development; Public Works

3. **REFERENCES.**

   Ordinance No. D07-24

4. **DEFINITIONS**

   4.1 An encroachment is any intrusion, irrespective of height or size, into a sidewalk, street, or other public right-of-way and includes, but is not limited to, fill material, retaining walls, rockeries, plants either deliberately planted or growing from adjacent property, or any other material or structures. An encroachment is a passive use of or infringement on or over City property or right-of-way (ROW). Other examples of encroachments are a fence or building which has inadvertently been placed on City property; an awning or sign that overhangs a City sidewalk; or a clock which is on or overhangs a City right-of-way or sidewalk.

5. **RESPONSIBILITIES.**

   Under the Direction of the Planning and Community Development Director, it is the responsibility of the Permit Center to administer the encroachment permit process subject to the review and recommendations of the Engineering Division. The Engineering Technician is assigned the primary responsibility for Encroachment Permits.

6. **STATEMENTS OF POLICY AND PROCEDURE**

   6.1 **Encroachment Policy – Permit Required.** It is the policy of the City that no
encroachment shall be permitted or allowed to exist on, over, or under City property or ROW without an Encroachment Permit being issued by the City.

As a general rule, encroachment permits will not be granted under the following circumstances: (1) the City has a planned project in the TIP or CIP to utilize the ROW in which the encroachment is proposed, (2) the encroachment would create an immediate sight distance problem at intersections, or (if a bush/tree) could grow into a sight distance problem, or other obstruction, (3) utility lines are under or near the proposal obstruction, and/or (4) the proposed encroachment is not compatible with the surrounding neighborhood. (5) the proposed encroachment would create a public nuisance, (6) the proposed encroachment would create a safety hazard to motorists, bicyclists, or pedestrians; (7) the proposed encroachment would obstruct maintenance of public roads, shoulders, and/or stormwater systems or otherwise increase the cost to maintain those City improvements; or (8) the proposed encroachment would be within five feet of a roadway surface.

If any of the above state conditions are created after an encroachment is permitted, then the Applicant shall immediately remove the encroachment at the request of the City.

6.2 Encroachment Permit - Application. All encroachment applications shall be made in writing on a form provided by the City (Attached). A drawing and address number will accompany the application that describes the proposed encroachment. No encroachment permit application shall be granted until the Applicant has completed the application, paid a permit fee of $35.00, complied with all conditions required by the City Engineer or designee, signed the indemnity agreement, and provided the City with evidence of the required insurance. In the event that the Applicant or Permittee fails to comply with any of the requirements of this Encroachment Policy or the conditions in the Encroachment Permit, then any encroachment, including that which may have been previously approved, shall be denied, revoked, or rescinded. In those events, the encroachment shall be declared to be a nuisance and/or trespass and shall be immediately removed from City property or ROW at the Permittee’s sole expense. Permittee shall also be required to restore the City’s property and/or ROW to its prior condition.

6.3 Indemnification. The Applicant/Permittee shall covenant and agree to indemnify and defend the City from all claims, actions, or suits, for any loss, liability, injury, and damage to person or property, including attorney’s fees, which may be asserted against the City because of the Permittee’s activities, use, or occupancy of the City’s property or ROW. The Permittee shall also provide evidence that he/she/it has obtained and maintains a policy of comprehensive general liability insurance for the minimum amount of $500,000 per occurrence and in the aggregate, which shall provide protection and coverage for all injuries and damages caused by Permittee’s activities, use, and/or occupancy of the City’s property or ROW.

The certificate of insurance, the application, and one copy of the application shall be filed with the City’s Risk Manager before any Encroachment Permit is issued or any encroachment is placed or maintained on City property or ROW. By granting permission to use or occupy the City’s property for the stated purpose, the City is only granting Permittee
a mere license. Permittee shall be required to waive, release, and relinquish any and all claim of right, title, or interest in the City’s property or ROW.

6.4 Expired Permits. In the event that the Applicant’s/Permittee’s property is sold, conveyed, or transferred, or the encroachment is destroyed, in disrepair, or may otherwise be a hazard to the general public, then in any of those or similar events the Encroachment Permit shall be deemed to have expired, and the property owner must apply for a new Encroachment Permit before placing any other encroachment on City property or ROW.

6.5 Extent of Authority. The City, in its sole and absolute discretion, may approve, deny, or set any limitations or conditions on any Encroachment Permit which may be issued, or may at any time alter, amend, modify, rescind, or revoke any permit or this Policy, all without recourse or remedy by the Applicant/Permittee, or liability to the City.

7. ATTACHMENTS

Encroachment Application/Permit
APPLICATION FOR ENCROACHMENT

Name of Applicant: ________________________________________________________________

Address: ___________________________________________________________ Telephone: ________________________________

Location of Encroachment: ________________________________________________
(A scaled drawing or site plan of the proposed encroachment must be attached)

Short Legal Description of Applicant’s Property: ____________________________________


Use of Property: ________________________________________________________________

Owner of Property (If different from applicant): ______________________________________

Insurance Carrier: ____________________________________________________________

Expected Duration of Encroachment Request Including Dates: ________________________________

Description of Encroachment: ______________________________________________________


Purpose of Encroachment: __________________________________________________________

Applicant covenants and agrees, in the event that an encroachment permit is issued, to indemnify, protect, defend, and save the City harmless from any and all claims, actions or suits for any loss, liability or damage that may be asserted or leveled against the property or the City by reason of Applicant’s use or occupancy of the City’s property, including any expenses, costs or attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the property, resulting in any personal injury, including death, which in any manner whatsoever involves the permitted encroachment, Applicant agrees to notify the City within 48 hours of the happening of any said incident or occurrence.

Applicant covenants and agrees to purchase and maintain, during all periods for which an encroachment permit is applicable, a policy of general liability insurance in the amount of not less than $500,000 per occurrence and in the aggregate which shall protect and save harmless the City, its officers and employees from any and all manner of claims, suits or actions for injuries, death, losses or damages arising out of, occurring or resulting to any person or property as a result of the requested encroachment.

The certificate and policy of insurance shall be endorsed to include that the City of Bonney Lake, its officers and employees are additional insureds. This coverage is primary to the City and not contributing or pro rata with any other insurance or similar protection (e.g. Risk Management Association) which is or may be available to or carried by the City.

Encroachment Permit
The certificate and/or policy of insurance shall provide that the City shall be given 30 days written notice should the policy by cancelled or amended before its expiration. The Applicant covenants and agrees to strictly comply with all terms and conditions of the City's Encroachment Policy and any encroachment permit which may be issued as a result of this application. Applicant further understands and agrees that the City in its sole and absolute discretion may approve, deny or set any limitations on any encroachment permit which may be issued, or may at any time alter or amend, modify, rescind or revoke any permit for the use of the City's property by the Applicant, all without recourse or remedy by the Applicant, or liability of the City. Applicant further understands and agrees that if the City has need to expand use of the ROW such that the permitted encroachment be removed, on the sole discretion of the City, applicant will remove the encroachment within 30 days, without recourse or remedy as the applicant.

By granting permission to use or occupy the City's property for the stated purpose, the City is only granting Permittee a mere license. Permittee shall waive, release and relinquish any and all claim of right, title or interest in the City's property or ROW. In the event that the property's use is changed or the property is sold, transferred or otherwise conveyed by the Applicant or Owner, the encroachment permit shall expire. In the event that the Applicant fails to comply with any of the conditions or requirements set forth above or in the City's Encroachment Policy, or fails to maintain the encroachment in good condition and repair, in compliance with all applicable state law and City ordinances, including building codes and regulations, then this encroachment permit shall automatically expire and Applicant shall immediately remove the encroachment.

The undersigned states that he/she has full authority to execute this application on behalf of the owner and acknowledge receipt of a copy of the City's Encroachment Policy and agrees to comply with all terms and conditions set forth therein.

Applicant Name (Print)  

Date  
Applicant Signature

Action by Building and Planning Division

The encroachment applicant is DENIED / APPROVED subject to the following conditions:

Date  
Authorized City Representative

Copies to Applicant, City Clerk, Encroachment Permit File

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

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**BUDGET INFORMATION**

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**Explanation:** There is no specific budget impact associated with this proposed action.

**Agenda Subject:** A Resolution ratifying previous Council actions in adopting Ordinance 1192, which was codified as BLMC 13.04.070, and sets a schedule of fees charged to each new connection to the City’s water system in order to collect the connection’s equitable share of the cost of the system.

**Administrative Recommendation:** Approval.

**Background Summary:**

A current lawsuit challenges the validity of the fees adopted by the Bonney Lake City Council through Ordinance 1192 and codified in BLMC 13.04.070. In response to the lawsuit, the City obtained an independent review of its connections fees by the FCS Group. The independent review indicates that the fees set by the City fall within a reasonable range of fees. The Council has reviewed the reports, and finds that as a matter of public policy, the adopted fees are reasonable, necessary and appropriate to ensure adequate funding of capital projects for the City’s water system.

**Council Committee Dates:**
- Finance Committee:
- Public Safety Committee:
- Community Development & Planning Committee:
- Council Workshops: 01/16/07

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

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

**Council Action:**
- Council Call for Hearing: [Signature]
- Council Hearings Date: [Signature]
- Council Referred Back to: Workshop: Committee:
- Council Tabled Until: Council Meeting Dates: 01/23/07

**Signatures:**
- Dir. Authorization: [Signature]
- Mayor: [Signature]
- Date City Attorney Reviewed: 01/16/07
RESOLUTION NO. 1652


WHEREAS, Bonney Lake Municipal Code section 13.04.070 sets forth a schedule of fees charged to each new connection to the City’s water system in order to collect the connection’s equitable share of the cost of the system; and

WHEREAS, a lawsuit has been filed challenging the fees set forth in BLMC 13.04.070; and

WHEREAS, the City has obtained an independent review of its connection fees by the consulting firm FCS Group; and

WHEREAS, Council has reviewed the reports submitted to the City’s attorney by Edward Cebron of FCS Group dated August 8, 2006 and September 28, 2006; and

WHEREAS, those reports recommend a range of reasonable outcomes that encompasses the fees set forth in BLMC 13.04.070 and Ordinance 1192; and

WHEREAS, the Council finds as a matter of public policy that the fees set forth in BLMC and Ordinance 1192 are reasonable, necessary, and appropriate to ensure adequate funding of capital projects for the City’s water system; and

WHEREAS, the Council finds that Mr. Cebron’s analysis supports the net fees the City has collected pursuant to BLMC 13.04.070 since December 23, 2004.

NOW, THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that BLMC 13.04.070 shall remain in effect without amendment. The Council hereby ratifies the action of the City Council of Bonney Lake in passing Ordinance 1192 based on the additional expert rationale provided by Ed Cebron.

PASSED BY BONNEY LAKE CITY COUNCIL this 23rd day of January, 2007.

______________________________
Neil Johnson, Mayor

ATTEST:

______________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

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

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council Meeting Date:</th>
<th>Agenda Item Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Woodcock, City Engineer</td>
<td>January 23, 2007</td>
<td>AB07-23</td>
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<tr>
<th>Ordinance Number:</th>
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<tr>
<td></td>
<td>1647</td>
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**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>2007 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
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<tbody>
<tr>
<td></td>
<td>$ 0</td>
<td></td>
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**Explanation:**

**Agenda Subject:** Motion of the City of Bonney Lake to set a public hearing during the City Council Meeting Of February 13, 2007 At 7:00 P.M. or as soon thereafter as possible to receive input on the Proposed Latecomers Agreement for High Country Homes.

**Administrative Recommendation:**

**Background Summary:** A Public Hearing is required before considering this Latecomers Agreement.

<table>
<thead>
<tr>
<th>Council Committee Dates:</th>
<th>Agency/Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
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</thead>
<tbody>
<tr>
<td>Finance Committee:</td>
<td>Planning Agency:</td>
<td>Park Board:</td>
</tr>
<tr>
<td>Public Safety Committee:</td>
<td>Design Commission:</td>
<td>Hearing Examiner:</td>
</tr>
<tr>
<td>Community Development &amp; Planning Committee: 9/19/05</td>
<td>Civil Service Commission:</td>
<td></td>
</tr>
<tr>
<td>Council Workshop: 10/27/05</td>
<td></td>
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</tbody>
</table>

**Council Action:**

Council Call for Hearing: 1/23/07  
Council Hearings Date: 2/13/07

Council Referred Back to: Workshop: Committee

Council Tabled Until:  
Council Meeting Dates:

**Signatures:**

Dept./Dir.  
Mayor  
Date City Attorney reviewed
HIGH COUNTRY ESTATES  BONNEY LAKE, WA 98390

High Country Homes, Inc.
PO Box 1527
Graham, WA 98338
253-848-7422
253-405-9901

Watermain Installation for High Country Estates, Bonney Lake 98390

| Cost of Watermain Installation per approved plans | $30,716.00 |
| Additional work per City of Bonney Lake | $7,332.23 |
| State Sales Tax | $3,348.24 |
| Inspection Fees | $1,667.91 |
| Engineering Costs | $5,335.00 |
| **Total Construction and Engineering** | **$48,399.38** |
| **Total PRV Station Costs** | **$5,118.20** |
| **Total Costs** | **$53,517.58** |

Cost Per Parcel

- **Construction and Engineering Costs (5 Parcels)**: $9,679.88
- **PRV Station Costs (6 Parcels)**: $853.03

| Total Allocation | $10,532.91 |
| X 5 Parcels | $52,664.55 |
| X1 Parcel | $853.03 |
| **Total** | **$53,517.58** |

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Owner</th>
<th>Proportioned Share</th>
<th>Total Fee Due</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Construction PRV 10% Admin</td>
<td></td>
</tr>
<tr>
<td>519081080</td>
<td>Richard Hunter</td>
<td>$9,679.88 $853.03 $1,053.29</td>
<td>$11,586.20</td>
</tr>
<tr>
<td>519081082</td>
<td>Richard Hunter</td>
<td>$9,679.88 $853.03 $1,053.29</td>
<td>$11,586.20</td>
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<td>519081079</td>
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<tr>
<td>519081081</td>
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<td>519081083</td>
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<tr>
<td>519081085</td>
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Whitehorse Junction
PRV Station Costs

<table>
<thead>
<tr>
<th>NW Cascade</th>
<th></th>
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<tbody>
<tr>
<td>Contract 8&quot; PRV</td>
<td>47,000.00</td>
<td></td>
</tr>
<tr>
<td>EW18 Added Fittings per City Requirements</td>
<td>5,846.35</td>
<td></td>
</tr>
<tr>
<td>EW 19 Reduce to 6&quot;</td>
<td>(12,650.00)</td>
<td></td>
</tr>
<tr>
<td>EW20 Abandon existing PRV Station</td>
<td>1,549.12</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>41,745.47</td>
<td></td>
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<tr>
<td>Sales Tax</td>
<td>3,673.60</td>
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</tr>
<tr>
<td>Total Construction Cost</td>
<td></td>
<td>$ 45,419.07</td>
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</table>

<table>
<thead>
<tr>
<th>LS&amp;E</th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>PRV Station Engineering</td>
<td>1,785.70</td>
<td></td>
</tr>
<tr>
<td>Construction Staking PRV</td>
<td>840.00</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>2,625.70</td>
<td></td>
</tr>
<tr>
<td>Total Engineering &amp; Staking Cost</td>
<td></td>
<td>$ 2,625.70</td>
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<table>
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<tr>
<th>City of Bonney Lake Inspections</th>
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<tr>
<td>Per John Woodcock 10/12/06; Figure</td>
<td>700.00</td>
<td></td>
</tr>
<tr>
<td>10 hours @ $70.00 per hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>700.00</td>
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<tr>
<td>Total Inspection Fees</td>
<td></td>
<td>$ 700.00</td>
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| Subtotal All Costs                 |               | 48,744.77     |
| Management Fee 5%                  |               | 2,437.24      |
| Total Cost                         |               | $ 51,182.01   |

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<tr>
<th>Cost Sharing Agreement</th>
<th>Lots</th>
<th>Share</th>
<th>$ 51,182.01</th>
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<tbody>
<tr>
<td>Whitehorse Junction</td>
<td>19</td>
<td>32%</td>
<td>$ 16,207.64</td>
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<tr>
<td>High Country Homes</td>
<td>6</td>
<td>10%</td>
<td>$ 5,118.20</td>
</tr>
<tr>
<td>Ashton Village</td>
<td>35</td>
<td>58%</td>
<td>$ 29,856.17</td>
</tr>
<tr>
<td>Total Lots</td>
<td>60</td>
<td>100%</td>
<td>$ 51,182.01</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>High Country Homes</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Paid per Agreement</td>
<td></td>
<td>$ 9,996.00</td>
</tr>
<tr>
<td>Revised Cost per Actual</td>
<td></td>
<td>$ 5,118.20</td>
</tr>
<tr>
<td>Total Amount Due High Country Homes</td>
<td></td>
<td>$ 4,877.80</td>
</tr>
</tbody>
</table>

12/27/2006
“PRV STATION”

COST SHARING AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into this 10 day of Sept., 2005, by and between WHITEHORSE JUNCTION, LLC, a Washington limited liability company, hereafter referred to as “Whitehorse”, Homeland Ventures, LLC, a Washington limited liability company hereinafter referred to as “Ventures”, and HIGH COUNTRY HOMES, INC., a Washington corporation, hereinafter referred to as “High Country”.

RECITALS

WHEREAS, Whitehorse is in ownership of property approved for a 19 lot plat commonly known as Whitehorse Junction and legally described on the attached “Exhibit A”; and

WHEREAS, High County is in ownership of four building lots and is responsible to provide water service to an additional two building lots. The legal description for the six lots is hereby attached as “Exhibit B”, and

WHEREAS, Ventures has a purchase interest in a parcel of land legally described on the attached “Exhibit C”, which Ventures is processing a preliminary plat commonly known as Ashton Village on said property; and

WHEREAS, the City of Bonney Lake is requiring the installation of a PRV Station prior to approving (i) a water main extension to the High County building lots (ii) the water plans for Whitehorse Junction, and (iii) the water plans for the proposed Ashton Village; and

WHEREAS, the parties to this agreement wish to enter into a cost sharing agreement that will benefit all of the parties and;

WHEREAS, Whitehorse has agreed to build the PRV station, under certain terms and conditions, including an agreement between the parties for cost sharing.

NOW, THEREFORE, Whitehorse, High Country and Ventures do hereby agree to be bound by and comply with the following terms and conditions in order to carry out the spirit and intent of this Agreement.

1. Whitehorse shall diligently pursue obtaining the required approvals from the City of Bonney Lake for the proposed PRV Station, and agrees to pay for and coordinate construction of the station upon receiving such approval. Said construction shall be simultaneous to the construction of the Whitehorse Junction project.

2. Whitehorse has estimated the cost for the PRV station to be $41,650.00, the “Initial Cost Estimate”. This estimate is based upon the actual costs, plus some increases, of the recently constructed PRV station at Ashton Woods, an existing development within the City of Bonney Lake.

3. Upon signing this agreement, High County agrees to pay to Evergreen Escrow the sum of Nine Thousand Nine Hundred Ninety Six Dollars ($9,996.00), representing the High County pro-rata share of the PRV Station cost according to the following table:

1 of 3
<table>
<thead>
<tr>
<th>Cost Estimate</th>
<th>$41,650.00</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Lots</td>
</tr>
<tr>
<td>Whitehorse Junction</td>
<td>19</td>
</tr>
<tr>
<td>High Country Homes</td>
<td>6</td>
</tr>
<tr>
<td>Total Lots</td>
<td>25</td>
</tr>
</tbody>
</table>

Said funds shall be held by Evergreen Escrow until such time as the City of Bonney Lake issues a final approval for construction of the PRV station. Upon presentation of said approval to Evergreen Escrow, the parties to this agreement hereby authorize Evergreen Escrow to release all escrow funds to Whitehorse with no additional approvals from the parties. High Country shall pay Evergreen Escrow at the time the escrow fund is established One Hundred Eight Dollars and 80/100 ($108.80) as an administrative charge.

4. The total cost of the PRV Station will be defined as including construction labor and material costs, surveying, engineering, easement and/or right of way purchase cost, bonding, inspection fees, management fees equal to five percent (5%) of total cost, and any other fees or expenses resulting from the installation and approval of the PRV Station.

5. Upon completion of the PRV station, Whitehorse will calculate the total costs for the construction of the PRV station and provide a cost report to High Country. In the event the total costs exceed the Initial Cost Estimate, Whitehorse shall include an invoice with the cost report showing the amount due from High Country, based upon the above formula. High Country agrees to pay the required amount within thirty (30) days from the date of the invoice. In the event the total costs are less than the Initial Cost Estimate, Whitehorse shall include a reimbursement check to High Country along with the cost report based upon the above formula.

6. In the event Ventures obtains preliminary plat approval and final construction engineering approval from the City of Bonney Lake for the property commonly known as Ashton Village, and proceeds to finalize the purchase of the property, Whitehorse shall revise the above formula and recalculate the pro rata share of the total cost of the PRV Station to include any lots in Ashton Village that would be serviced by the PRV Station and Ventures shall pay Whitehorse for its pro-rata share of the cost of the PRV station. Whitehorse shall then reimburse High Country according to the revised formula.

7. High Country agrees to release Whitehorse, and its member(s) from any responsibility or liability whatsoever for the construction of the PRV Station in the event Whitehorse is unable to obtain the required approvals from the City of Bonney Lake.

8. In the event it is determined by Whitehorse that the PRV Station can not be built, Whitehorse shall instruct Evergreen Escrow to refund the initial payment made by High Country less their pro rata share of any cost incurred as of that date. The balance of the escrow fund shall be released to Whitehorse simultaneously with the release of funds to High Country.

9. In the event Whitehorse obtains all approvals necessary to build the PRV station and then defaults under this agreement by not completing construction of the PRV station, all escrow funds shall be returned to High County.
10. Whitehorse shall provide an accounting of expenses paid for the PRV station upon request of High County.

11. This agreement shall remain in force and shall survive the closing of any sale of lots currently owned and/or are responsible for water service to be provided by High Country as referenced in this agreement.

12. If it shall be necessary for either party to employ an attorney to enforce or defend its rights under this Agreement, the non-prevailing party shall reimburse the prevailing party for its reasonable attorney’s fees and costs of any action, including on appeal.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action or proceeding under this Agreement shall be Pierce County.

14. This agreement shall bind and inure to the benefits of and be binding upon the parties, their heirs, representatives and assigns of the parties.

15. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this agreement shall not be effected thereby, but each remaining term and provisions shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, this Agreement is executed on the date and year set forth below the parties respective signatures.

WHITEHORSE JUNCTION, LLC

By: Homeland Ventures, LLC, a Washington Limited Liability Company,
Managing Member

By:
Richard M Dorenbush, Member

HOMELAND VENTURES, LLC

By:
Richard M Dorenbush, Member

HIGH COUNTRY HOMES, INC, a Washington Corporation

By:
Jeffrey G. Casey, President
EXHIBIT "A"

PARCEL A:
BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;
THENCE EAST 400 FEET;
THENCE SOUTH 255 FEET, MORE OR LESS, TO THE CENTER LINE OF COUNTY ROAD;
THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF COUNTY ROAD, 402 FEET, MORE OR LESS, TO A POINT DUE SOUTH OF THE POINT OF BEGINNING;
THENCE NORTH 150 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT BISSON-SCANNEL COUNTY ROAD.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL B:
THE WEST 500 FEET OF THE SOUTH QUARTER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.
TAX PARCEL 0519081079:
LOT 1: OF PIERCE COUNTY SUPERIOR COURT PROBATE #99-4-01471-8, DESCRIBED AS
FOLLOWS; THE WEST 175 FEET LYING NORTH OF THE SOUTH 236 FEET OF THE FOLLOWING
DESCRIBED PARCEL "A":
PARCEL "A" -BEGINNING AT A POINT 270 FEET SOUTH OF THE INTERSECTION OF THE WEST
UNE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SEmON 8, TOWNSHIP
19 NORTH, RANGE 5 EAST, W.M., PIERCE COUNTY, WASHINGTON, WRT THE SOUTH LINE OF
BISON SCANNEL COUNTY ROAD; THENCE SOUTH ALONG SAID WEST UNE TO THE SOUTH UNE
OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SEmON 8; THENCE EAST
ALONG SAID SOUTH UNE TO THE SOUTHWESTERLY LINE OF SAID COUNTY ROAD;
THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID ROAD TO A POINT EAST OF
THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

TAX PARCEL 0519081081:
LOT 3: OF PIERCE COUNTY SUPERIOR COURT PROBATE #99-4-01471-8, DESCRIBED AS FOLLOWS;
THE SOUTH 118 FEET OF THE WEST 175 FEET OF THE FOLLOWING DESCRIBED PARCEL "A"
PARCEL "A" -BEGINNING AT A POINT 270 FEET SOUTH OF THE INTERSECT ON OF THE WEST UNE OF THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SEmON 8, TOWNSHIP 19 NORTH, RANGE 5
EAST, W.M., PIERCE COUNTY, WASHINGTON, WRT THE SOUTH LINE OF BISON SCANNEL COUNTY
ROAD; THENCE SOUTH ALONG SAID WEST UNE TO THE SOUTH UNE OF THE NORTHWEST QUARTER
OF THE NORTHEAST QUARTER OF SAID SEmON 8; THENCE EAST, ALONG SAID SOUTH UNE TO THE
SOUTHWESTERLY UNE OF SAID COUNTY ROAD;
THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY UNE OF SAID ROAD TO A POINT EAST OF
THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

TAX PARCEL 0519081085:
LOT 7: OF PIERCE COUNTY SUPERIOR COURT PROBATE #99-4-01471-8, DESCRIBED AS FOLLOWS; THAT
PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS;
COMMENONG AT THE SOUTHWEST CORNER OF SAID J:ARCEL "A"; THENCE EAST ALONG THE SOUTH LINE THEREOF, A
DISTANCE OF 280 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE CENTER LINE OF BISON
SCANNEL ROAD A DISTANCE OF 86 F.-ET; THENCE NORTHWESTERLY PARALLEL WRT SAID CENTER
UNE, A DISTANCE OF 180 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST PARALLEL WRT THE
SOUTH LINE OF SAID PARCEL "A" TO THE EAST UNE OF THE WEST 175 FEET OF SAID PARCEL;
THENCE NORTH ALONG SAID EAST UNE TO THE NORTH UNE OF SAID PARCEL; THENCE EAST ALONG SAID
NORTH UNE TO THE SOUTHWESTERLY, MARGIN OF BISON SCANNEL ROAD; THENCE SOUTHEASTERLY ALONG SAID MARGIN TO A POINT PERPENDICULAR TO THE TRUE POINT OF
BEGINNING; THENCE SOUTHWESTERLY TO THE TRUE POINT OF BEGINNING.

PARCEL "A" -BEGINNING AT A POINT 270 FEET SOUTH OF THE INTERSECTION OF THE WEST LINE OF
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SEC10N 8, TOWNSHIP 19 NORTH,
RANGE 5 EAST, W.M., PIERCE COUNTY, WASHINGTON, WRT THE SOUTH LINE OF BISON SCANNEL
COUNTY ROAD; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTHWEST
QUARTER OF THE NORTHEAST QUARTER OF SAID SEmON 8; THENCE EAST ALONG SAID SOUTH LINE
TO THE SOUTHWESTERLY LINE OF SAID COUNTY ROAD; THENCE NORTHWESTERLY ALONG THE
SOUTHWESTERLY LINE OF SAID ROAD TO A POINT EAST OF THE POINT OF BEGINNING; THENCE WEST
TO THE POINT OF BEGINNING.
TAX PARCEL 0519081080:

LOT 2: -mE NORTH 118 FEET OF THE S0tH 236 FEET OF THE WEST 175 F.f.Er OF THE FOLLOWING
DESuBED PARCEL "K:

PARCEL "A" -BEGINNING AT A POINT 270 FEET SOUTH OF THE INTERSECTION OF THE westr UNE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., PIERCE COUNTY, WASHINGTON, WITH THE SOUTH UNE OF BISSON S0ANNE, COUNTY ROAD; THENCE SOUTH ALONG SAID WEST UNE TO THE SOUTH LINE OF THE NORTHWESTERLY QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE S0tH-WESTERLY Y LINE OF SAID COUNTY ROAD; THENCE NORTHWESTERLY ALONG THE S0tH-WESTERLY Y LINE OF SAID ROAD TO A POINT EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

TAX PARCEL 0519081082:

LOT 4: THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS F0u.OWS;
BEGINNING AT THE INTERSECTION OF THE S0tH UNE OF SAID PARCEL "A" WITH THE EAST LNE OF
THE WEST 175 FEET OF SAID PARCEL; THENCE EASr ALONG SAID S0tH LNE TO A POINT DISTANT
280 FEET FROM THE S0tH-WESTERLY CORNER OF SAID PARCEL "A"; THENCE NORTHEASTERLY,
PERPENDICULAR TO THE CENTER LINE OF BISSON S0ANNE ROAD, A DISTANCE OF 86 FEET;
THENCE NORTHWESTERLY, PARALLEL WITH SAID CENTER UNE, A DISTANCE OF 160 FEET; THENCE
WEST, PARALLELY WITH THE SOUTH LINE OF SAID PARCEL "K" TO 111E EAST UNE OF THE WEST 175
FEET OF SAID PARCEL; THENCE SOUTH, ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL "A" -BEGINNING AT A POINT 270 FEET SOUTH OF THE INTERSECTION OF THE WEST UNE OF
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH,
RANGE 5 EAST, W.M., PIERCE COUNTY, WASHINGTON, WITH 111E SOUTH UNE OF BISSON S0ANNE,
COUNTY ROAD; THENCE SOUTH ALONG SAID WEST UNE TO THE SOUTH LINE OF THE NORTHWEST
QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE EAST, ALONG SAID S0tH
UNE TO THE SOUTHWESTERLY UNE OF SAID COUNTY ROAD; THENCE NORTHWESTERLY ALONG
THE SOUTHWESTERLY UNE OF SAID ROAD TO A POINT EAST OF THE POINT OF BEGINNING; THENCE
WEST TO THE POINT OF BEGINNING.
LOT 5: OF PIERCE COUNTY SUPERIOR COURT PROBATE # 99-4-01471-8, DESCRIBED AS
FOLLOW: THAT PORTION OF THE HEREOF AFTER DESCRIBED PARCEL "A" LYING
SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST
COMER OF SAID PARCEL "A";
THENCE EAST, ALONG THE SOUTH LINE THEREOF, A DISTANCE
OF 280 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTHEASTERLY, PERPENDICULAR TO THE CENTER LINE OF BISSON SCANNEL ROAD,
A DISTANCE OF 220 FEET, MORE OR LESS TO THE SOUTHWESTERLY MARGIN OF SAID ROAD AND
THE TERMINUS OF SAID DESCRIBED LINE.

PARCEL "A" - BEGINNING AT A POINT 270 FEET SOUTH OF THE INTERSECTION OF THE WEST
LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP
19 NORTH, RANGE 5 EAST, W.M., PIERCE COUNTY, WASHINGTON, WITH THE SOUTH LINE OF
BISSON SCANNEL COUNTY ROAD;
THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTHWEST QUARTER
OF THE NORTHEAST QUARTER OF SAID SECTION 8;
THENCE EAST, ALONG SAID SOUTH LINE TO THE SOUTHWESTERLY LINE OF SAID COUNTY
ROAD;
THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID ROAD TO A POINT
EAST OF THE POINT OF BEGINNING;
THENCE WEST TO THE POINT OF BEGINNING.
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
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<tbody>
<tr>
<td>P&amp;CD / Steve Ladd</td>
<td>January 23, 2007</td>
<td>07-20</td>
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<tr>
<th>Ordinance Number:</th>
<th>Resolution Number:</th>
<th>Councilmember Sponsor:</th>
</tr>
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<tbody>
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<td>1645</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>
</tr>
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**Explanation**
While the city already contracts with Mark Heckert for wetland services, staff has found that his schedule occasionally makes it difficult for us to receive information in a timely manner. Having a second consultant to work with would lessen the amount of time it takes for the city to review development proposals and at the same time ensure that our wetlands are being assessed by an experienced professional.

**Agenda Subject:** Authorizing a personal services agreement with Tom Deming of Habitat Technologies to assess wetland mitigation proposals and advise staff in regards to wetland issues.

**Administrative Recommendation:**
Authorize Mayor to sign contract.

**Background Summary:**
Mr. Deming has been a reliable contractor for the city in the past.

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<tr>
<th>Council Committee Dates:</th>
<th>Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
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<tbody>
<tr>
<td>Finance Committee: 1/23/07</td>
<td>Planning Commission:</td>
<td>Park Board:</td>
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<tr>
<td>Public Safety Committee:</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 Workshops:</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:

**Signatures:**
Dir. Authorization: Mayor: Date City Attorney Reviewed:
DATE: January 23, 2007

ORIGINATOR: Steve Ladd
TITLE: Planning Manager

SUBJECT/DISCUSSION: Contract for Wetland Specialist

ORDINANCE/RESOLUTION: Resolution 1645

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: TOTAL COST:

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

Explanation:
The contract is for wetland assessment services.

________________________________________
COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL
DATE APPROVED DISAPPROVED

Dan Swatman, Chairperson

Jim Rackley, Chair CDC

Phil DeLeo, Chair, Public Safety

COMMITTEE COMMENTS:

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

Please schedule for Council Meeting date of: January 23, 2007
RESOLUTION NO. 1645

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF BONNEY LAKE AND HABITAT TECHNOLOGIES AS A WETLAND CONSULTANT TO PROVIDE SERVICES RELATED TO WETLAND ASSESSMENT.

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 herein by this reference.

PASSED by the City Council this 23rd Day of January, 2007.

____________________________________
Neil Johnson, Mayor

ATTEST:

____________________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

____________________________________
James Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

This personal services agreement ("Agreement") is entered into this ______ day of ______, 2007, between City of Bonney Lake ("City") and Habitat Technologies ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** Consultant shall perform on-call wetland biological consulting upon receipt of work requests from City. The work may be an initial wetland study or a third-party review of a wetland study prepared by another wetland scientist. The work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. Consultant shall exercise reasonable care and judgment in the performance of the work.

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

3. **Payment.** City shall pay Consultant for completed work and services rendered under this Agreement at the rate of $80.00 an hour of professional time. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed.

Acceptance of final payment by Consultant shall constitute a release of all claims which Consultant may have against City unless, prior to accepting final payment, Consultant specifically reserves in writing and transmits to City such claims. Final payment shall not, however, be a bar to any claims that City may have against Consultant or to any remedies City may pursue with respect to such claims.

Consultant and its subconsultants shall keep available for City inspection, for three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when Consultant receives final payment.

4. **Work Requests.** When City desires Consultant to provide services, City shall prepare and transmit to Consultant a written work request specifying the work. Consultant shall not perform services without a written work request. City shall not request Consultant to perform services outside Consultant’s area of expertise.
5. Third-party reviews

Work requests may be for third-party reviews, meaning reviews of development permit applications for compliance with applicable City ordinances. To aid objectivity, Consultant shall not perform third-party review of an application when the applicant is or recently has been a client of Consultant, nor shall Consultant accept compensation for such work except through City.

City anticipates that the procedure for initiating third-party review work requests will be as follows.

1. Applicant inquires into permit process.
2. City determines if it will need a third-party review. If so, City informs applicant that he or she may hire their own professional as well, but in any case will be required to pay for the third-party review through their application deposit or fees. City obtains from Consultant their cost estimate to complete the review. The applicant and Consultant may consult directly, but Consultant must inform City directly of the cost estimate.
3. The applicant applies for the permit, paying a deposit covering the cost estimate. City begins the requisition process for paying Consultant pursuant to this Agreement.

6. Employment. Employees of Consultant, while performing work under this Agreement, shall be considered employees of Consultant only and not of City, and any and all claims that may or might arise under the Workman’s Compensation Act on behalf of said employees, while so engaged, and any and all taxes arising out of Consultant’s or Consultant’s employees’ work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of Consultant’s employees, while so engaged, shall be the sole obligation and responsibility of Consultant. Consultant’s relation to City shall at all times be as an independent contractor.

7. Nondiscrimination. Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. Consultant understands and agrees that if it violates this section, City may terminate this Agreement, and Consultant shall be barred from performing any services for City in the future unless Consultant satisfies City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. Term. This Agreement shall become effective upon the day of its execution by both parties, and shall terminate two years thereafter, unless renewed in writing by both parties.

9. Termination by City. City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to subsections A and B below.

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

B. In the event City terminates the services of Consultant for fault on the part of Consultant, City shall determine the amount to pay with consideration given to the actual costs incurred by Consultant in performing the work to the date of termination, the amount of work which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by City at the time of termination, the cost to City of employing another person or firm to complete the work and the time which may be required to do so, and other factors which affect the value to City of the work performed at the time of termination. Payment made under this subsection shall not exceed the amount which would have been made if subsection A of this section applied.

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

10. **Termination by Consultant.** Consultant may terminate this Agreement upon not less than thirty (30) days written notice to City or at any time in response to material breach of this Agreement by City.

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

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of City.

13. **Insurance**

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:
1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. City shall be named as an insured under Consultant’s Commercial General Liability insurance policy with respect to the work performed for City.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to Consultant’s profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

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

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

**C. Other Insurance Provisions**

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

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

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

**D. Acceptability of Insurers**

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

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: ________________________________

By: ________________________________

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

Department/Staff Contact: Admin Srvc/Edvalson
Council/Wrkshp Mtg Date: Resolution Number: Ordinance Number: 1651
Agenda Bill Number: AB07-28
Councilmember Sponsor:

BUDGET INFORMATION

2007 Budget Amount Required Expenditure Impact Remaining Balance

Explanation: There is no budget impact associated with this proposed action.

Agenda Subject: A Resolution of support for Sumner School District No. 320 Proposition No. 1 – Bonds for Land, Modernization and Reconstruction.

Administrative Recommendation: Approval.

Background Summary:

The Sumner School District has a proposition on the February 6, 2007 special election ballot providing for the purchase of land for future school sites and the modernization and reconstruction of existing school facilities. Because many of the schools are within the City of Bonney Lake or have students attending from the City, the City Council wishes to express its support for the proposition to improve the learning facilities and plan for future growth of the district. The Council believes these capital projects by the Sumner School District will enhance the quality of life for the residents of the City of Bonney Lake.

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:
Council Workshops: 01/16/07

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

Signatures:
Dir. Authorization Mayor Date City Attorney Reviewed:
RESOLUTION NO. 1651


Whereas, Sumner School District No. 320 has called for a special election on February 6, 2007; and

Whereas, Proposition No. 1 - Bonds for Land, Modernization and Reconstruction, will acquire land for future school sites and modernize and reconstruct schools serving students living within the city limits of the City of Bonney Lake; and

Whereas, the Bonney Lake City Council supports the Sumner School District in its efforts to enhance the educational opportunities for the children of Bonney Lake; and

Whereas, the City Council recognizes the benefits of enhanced educational facilities as an improvement to the quality of life available in the City of Bonney Lake.

Now, Therefore, the City Council of the City of Bonney Lake, Washington, does hereby express its support for the passage of Sumner School District No. 320 Proposition No. 1 - Bonds for Land, Modernization and Reconstruction.

PASSED by the City Council this 23rd day of January, 2007.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney