Community Development Committee  
February 17, 2015 Scheduled Meeting

City of Bonney Lake Justice and Municipal Center, 3rd Floor Conference Room.

The meeting was called to order at 4:00 P.M. and adjourned at P.M.

**Roll Call:**
- Chairperson Donn Lewis
- Councilmember James Rackley
- Councilmember Randy McKibbin

**Attendees:**
- Public Works Director, Dan Grigsby
- Community Development Director, John Vodopich
- Senior Planner, Jason Sullivan

I. **Discussion/Presentation:**

1. Review Inlet Island Water-Sewer Trestle Study and Recommended Action-Dan Grigsby

II. **New Business/Action Items:**

1. Approval of February 03, 2015 CDC Meeting Notes
2. AB15-04, Ordinance D15-04, Amendment to the BLMC Regarding Recreational Vehicles-Jason Sullivan
3. AB15-16, Ordinance D15-16, Midtown Core Design Standards Amendment- Jason Sullivan
4. AB15-19, FOG Code Amendment- Dan Grigsby
5. AB15-24, Resolution 2436, Award Professional Services Agreement with GC Systems for the 2015 Cla-Valve Rebuilds.

III. **Actions Under Development by Staff:**

1. Ordinance – Residential and Commercial Frontage Maintenance Responsibilities in the City Right of Way.
3. Street Light Conversion to LED fixtures/lamps.
4. Outsource Grinder Pump Service (March 2015). Research cost to individual grinder pump customer. Determine whether this service could be extended to property owners with private grinder pumps. Also determine the cost to customers to outsource this work.
“Based on structural analysis and visible evidence substantiating a corrosion rate, it is estimated that the remaining life of the structure is approximately 4 years without rehabilitation. This is based on the assumption that the longest piles can lose another 1/64 inch of exposed face and still be structurally sound. However, there may be more extensive corrosion of the piles hidden by the mud and rust that will reduce the useable life of the piles from the estimated 4 years.

However, from our understanding, your anticipated schedule is to have the design and permitting completed in 2015 and construction in 2016. Based on this schedule, there should be no concerns about the interim structural capacity of the trestle. See Appendix A for supporting calculations.”

<table>
<thead>
<tr>
<th>SUMMARY OF ESTIMATED PROBABLE COSTS</th>
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<tr>
<td>Option</td>
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</tr>
<tr>
<td>Coating w/ Paint</td>
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<tr>
<td>Coating w/ Polyamide</td>
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<tr>
<td>Coating w/ Polyurethane</td>
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<tr>
<td>Coating w/ Zinc</td>
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<tr>
<td>Concrete Encasement</td>
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<tr>
<td>Replacement</td>
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</table>

RECOMMENDATION

With the very limited life expectancy of the existing trestle, it is imperative that something needs to be done within the next few years. From the options presented, it is fairly obvious that the option to encase the steel columns would be the most cost effective. It is comparative in cost to the coating options but provides a much longer life expectancy. As presented in the table above the cost per year is substantially lower than all other options. This alternative provides the best return on investment by extending the life of the structure 50 years for an estimated cost of $97,596.
Site Map

Lift Station 14

City of Bonney Lake

Lake Tapps

Other Potential Site Hazards:

Designated Areas.

Site is on Lake Tapps Wetland and Priority Habitat/Species Designated Areas.

Other Potential Site Hazards:

Flood, Landslide, Seismic, and Erosion and Flooding.

± 0 25 50 75 100 Feet

0 25 50 75 100

February 12, 2015

Agenda Page 3 of 59
Community Development Committee
February 03, 2015 Scheduled Meeting  Meeting Notes

City of Bonney Lake Justice and Municipal Center, 3rd Floor Conference Room.

The meeting was called to order at 4:00 P.M. and adjourned at 4:25 P.M.

Roll Call:  Attendees:
Chairperson Donn Lewis  Public Works Director, Dan Grigsby
Councilmember James Rackley  Senior Planner, Jason Sullivan
Councilmember Randy McKibbin

I. Discussion/Presentation: None

II. New Business/Action Items:
1. Approval of January 20, 2015 CDC Meeting Notes as modified.
2. AB15-22, Motion to Accept as Complete the Church Lake Overlay Project with Miles Resources, LLC. CDC forwarded this action to the 10 February City Council meeting, on the consent agenda.
3. AB15-25, Resolution 2437, Second Amendment to the Agreement with Transpo Group for the SR410 & VMD Intersection Improvements contract to update plans for advertisement. CDC members asked for an explanation of how the 2015 budget of $50,000 was already reduced to $48,497. Director Grigsby indicated that it was probably due to charges from 2014 or for some type of engineering services. This was confirmed by E-mail to CDC members on Wednesday. Director Grigsby was asked to have the intersection plan displayed on the overhead screen in council chambers when this action was discussed during the City Council meeting. CDC forwarded this action to the 10 February City Council meeting, not on the consent agenda.

III. Actions Under Development by Staff:
1. Ordinance – Residential and Commercial Frontage Maintenance Responsibilities in the City Right of Way.
3. Street Light Conversion to LED fixtures/lamps.
4. Outsource Grinder Pump Service (March 2015). Research cost to individual grinder pump customer. Determine whether this service could be extended to property owners with private grinder pumps. Also determine the cost to customers to outsource this work.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Community Development/Jason Sullivan – Senior Planner
Meeting/Workshop Date: February 24, 2015
Agenda Bill Number: AB15-04

Agenda Item Type: Ordinance
Ordinance/Resolution Number: D15-04
Councilmember Sponsor: Donn Lewis

Agenda Subject: Amendment to the regulation of recreational vehicles

Full Title/Motion: An ordinance of the City Council of the City Of Bonney Lake, Pierce County, Washington, amending portions of Chapter 10.16 and Section 15.08.040 of the Bonney Lake Municipal Code related to the regulation of recreational vehicles.

Administrative Recommendation:

Background Summary: The City of Bonney Lake’s current regulations in BLMC 10.16.020 and BLMC 15.08.040 prohibit a trailer or recreational vehicle from being occupied over 14 days without the approval of a temporary permit. If an individual obtains a temporary permit, pursuant to Chapter 14.100 BLMC, a trailer or recreational vehicle may be occupied for a maximum of two years. The initial approval of the temporary permit is limited to one year, but may be extend for the second year pursuant to BLMC 14.100.020.C.

These regulations have the effect of directly preventing a trailer or recreational vehicle from being used as a primary residence within an existing manufactured/mobile home communities in violation of RCW 35A.21.312(3), by limiting the trailer or recreational vehicle to being occupied for a period of one or two years anywhere in the City. The proposed amendment would bring the City into compliance with state law.

Addressing the prohibitions against using recreational vehicles as a primary resident in manufactured/mobile home communities was identified as a mandatory change in the City’s recent Land Use Liability audit completed by the Washington Cities Insurance Authority (WCIA). Progress toward addressing this mandatory change will be monitored and failure to comply with the mandatory requirements may result in a financial penalty pursuant to the WCIA Membership Compact.

Attachments: Ordinance D15-04, Land Use Audit Letter, Planning Recommendation Memo

BUDGET INFORMATION

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<tr>
<th>Budget Amount</th>
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Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: February 17, 2015
Approvals:
Chair/Councilmember: Donn Lewis
Councilmember: Randy McKibbin
Councilmember: James Rackley

Forward to: Consent Agenda: Yes No


Hearing Examiner Review:
# COUNCIL ACTION

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<th>Public Hearing Date(s):</th>
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# APPROVALS

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<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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<td>John P. Vodopich, AICP</td>
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(If applicable):
ORDINANCE NO. D15-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING PORTIONS OF CHAPTER 10.16 AND SECTION 15.08.040 OF THE BONNEY LAKE MUNICIPAL CODE RELATED TO THE REGULATION OF RECREATIONAL VEHICLES.

WHEREAS, RCW 35A.21.312(3) prohibits the City from adopting “… an ordinance that has the effect, directly or indirectly, of preventing the entry or requiring the removal of a recreational vehicle used as a primary residence in manufactured/mobile home communities;” and

WHEREAS, BLMC 15.08.040 only allows recreational vehicles to be used as a temporary shelter subject to the approval of a temporary permit; and

WHEREAS, bringing the City’s regulation of recreational vehicles into compliance with RCW 35A.21.312(3) was identified as a mandatory action in the City’s 2014 Land Use Audit conducted by the Washington Cities Insurance Association; and

WHEREAS, the Community Development Director acting as the SEPA Responsible Official determined that the proposed amendment is categorically exempt from the SEPA pursuant to WAC197-11-800(19)(b); and

WHEREAS, pursuant to the Growth Management Act - Chapter 36.70A RCW this Ordinance was provided to the Department of Commerce for 60-day review and comment by the Department and other State agencies; and

WHEREAS, expedited review was requested and granted by the Department of Commerce and the review period concluded on January 29, 2015; and

WHEREAS, notice of the public hearing was given to the public in accordance with law and a public hearing was held by the Planning Commission on February 18, 2015;

NOW THEREFORE, the City Council of Bonney Lake, Washington, do ordain as follows:

Section 1. Section 10.16.010, “Definitions” of the Bonney Lake Municipal Code and the corresponding portions of Ordinance Nos. 1385 § 1 is hereby amended to read as follows:

10.16.010 Definitions.

As used in this chapter, the following words and phrases shall have the meanings ascribed to them in this section:

A. “Boat” means any water vessel designed to carry persons and/or property upon water, propelled by engine, oars or sail.
B. “Manufactured/mobile home community” means any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models for the primary purpose of production of income, except where such real property is rented or held out for rent for seasonal recreational purpose only and is not intended for year-round occupancy.

C. “Recreational vehicle” means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. The units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, and motor homes.

D. “Trailer” means a unit without its own motive power, designed to carry property, designed to be towed by a motor vehicle, including semi-trailer.

E. “Recreational vehicle park/campground” means any tract of land in a public facilities district per Chapter 18.34 BLMC and divided into lots or spaces, under the ownership or management of one person, firm or corporation for the purpose of locating three or more recreational vehicles for nightly or short-term use. Said campground shall have an on-site caretaker.

Section 2. Section 10.16.020, “Parking of recreational vehicles – Prohibited where and when” of the Bonney Lake Municipal Code and the corresponding portions of Ordinance Nos. 1390 § 1 is hereby amended to read as follows:

10.16.020 Parking of boats, recreational vehicles, and trailers – Prohibited where and when.

A. It is unlawful to park or stand any trailer, recreational vehicle or boat, or use or occupy same while so parked or standing, on any tract of ground except as provided in this section; chapter; and

A. Trailers or recreational vehicles may stand or be parked for an indefinite period in a manufactured/mobile home community provided that the following conditions are meet:

1. The trailer or recreational vehicle is connected to sewer or a Pierce County Health Department approved septic system, water, and electricity; and

2. The trailer or recreational vehicle contains at least one internal toilet and at least one internal shower; provided, that if this requirement is not met, a manufactured/mobile home community must provide toilets and showers in lieu of having the facilities within the trailer or recreational vehicle.

B. No trailer, recreational vehicle or boat shall stand or be parked on any street, right-of-way, alley or public place in Bonney Lake for a period exceeding 24 hours, and shall not stand or be parked for any period of time between sunset and sunrise in any city park or upon
any other city-owned property, excluding a street or right-of-way, unless that area is posted granting permission to so use or as specified in Chapter 12.12 BLMC.

C. It is provided, that a trailer, recreational vehicle or boat may stand or be parked and used or occupied on the premises of any occupied dwelling with the permission of the lawful occupant thereof or in a recreational vehicle park/campground for a period not to exceed two weeks; provided, that such use or occupancy does not create a public health hazard or nuisance.

D. After a building permit for a single family home has been issued and the residence is in the process of being constructed, a trailer or recreational vehicle may stand or be parked for the temporary use by the owner of such property as a residence upon approval of a temporary permit subject to the requirements on BLMC 14.100.020 and the following requirements:

1. The trailer or recreational vehicle remains mobile; and

2. The minimum setback requirements for the zoning district in which the unit is to be located are met; and

3. The unit is connected to sewer or a Pierce County Health Department approved septic system, water, and electricity.

E. It is provided further, that unused and unoccupied trailers, recreational vehicles, or boats may stand or be parked on private property if parked on a hard, drivable, impervious surface, which does not exceed the current maximum allowable impervious surface lot coverage limitations for the zone in which the property is located. If such trailer, recreational vehicle or boat stands or is parked along the side of or in the rear of a residence, it must be adequately screened from adjoining properties and from the view of the right-of-way in accordance with Chapter 8.20 BLMC.

F. The provisions of this chapter shall not apply to unoccupied trailers, recreational vehicles, or boats that stand or are parked in sales lots, or within public or private garages.

Section 3. Section 15.08.040, “Travel trailers, campers, motor homes and temporary shelters – Temporary permit” of the Bonney Lake Municipal Code and the corresponding portions of Ordinance Nos. 1137§ 1 is hereby amended to read as follows:

15.08.040 Travel trailers, campers, and motor homes and temporary shelters—Temporary permit.

Travel trailers, campers, motor homes and other similarly temporary shelters are regulated under the City of Bonney Lake’s Recreational Vehicle Code – see Chapter 10.16 BLMC. may be occupied in excess of 14 days only with a temporary permit (Type 1 permit—see Chapter 14.30 BLMC). A temporary permit shall not be approved unless:
A. The minimum setback requirements for the zoning district in which the unit is to be located are met; and

B. The unit is connected to sewer or a septic tank, as approved by the Pierce County health department, water and electricity.

Section 4. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force effect.

Section 5. Effective Date. This ordinance shall take effect five (5) days after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL this _______ day of ____________, 2015.

____________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

____________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

____________________________
Kathleen Haggard, City Attorney
November 10, 2014

Woody Edvalson  
City of Bonney Lake  
PO BOX 7380  
Bonney Lake, WA 98391-0944

RE: 2014 Annual Review & Audit

Dear Woody:

This letter is a follow-up to the visit I made last month to perform the 2014 Annual Review and Audit. Following the terms of the WCIA Membership COMPACT, I visited to conduct a review of your Land Use Liability practices as well as to provide you with other information as part of the Annual Review. I’d like to thank you, Jason, John, Ryan and Don for setting aside a portion of the day to meet with me.

2013 AUDIT RESULTS

I was happy to verify that the City had complied with the mandatory requirements generated from the 2013 Cyber Liability Audit. Therefore the City is considered to be in compliance with the terms of the WCIA COMPACT.

2014 AUDIT RESULTS

As you know, this year’s audit focused on Land Use. The Audit resulted in three mandatory requirements being generated, which will be monitored for compliance in 2015. Please be aware that failure to comply with the mandatory requirements may result in a financial penalty.

MANDATORY REQUIREMENTS

Q1.20 Does your code and practices comply with the current legislative enactments governing manufactured housing/recreational vehicles?
Q1.23 Does your code and practices comply with the current legislative enactments governing daycares?

Q1.24 Do your code and practices comply with the current legislative enactments governing wireless facilities?
Both a municipality’s code provisions and its practices should be in conformity with the various grants of authority and limitations found in constitutional and statutory provisions as well as numerous court and growth management board decisions. It is crucial that all administrative land use decisions are backed by appropriate documentation that supports an analysis of the criteria identified in a municipality’s development code.

In addition to the mandatory requirements, the following are recommendations:

Q1.27 When a claim is filed, a lawsuit is initiated or a public record request is made, does the city have a process to identify and preserve all documents, including electronic documents, that may be relevant to the issues set forth in that claim or lawsuit?
I have recommended that the city develop a written procedure addressing this issue.

Q2.3a Is your city’s code of ethics consistent with the provisions of this statute?
I have recommended that the city adopt a section in the municipal code addressing ethics. I will provide you with some sample language from other cities.

AUTO PHYSICAL DAMAGE AND PROPERTY PROGRAMS

I provided current copies of your auto and property schedules for review. Please let WCIA know if there are changes you wish to make, or the changes can be made “on line” at the WCIA Web Site

COMPACT STATUS & TRAINING REQUIREMENTS

To date you have complied with all portions of the COMPACT Requirements.
Congratulations!

Member Services Coordinator, Maria Orozco will be periodically sending out announcements regarding the various trainings that will be scheduled throughout the year. Please feel free to call her if you have any questions or wish to schedule additional training.
SUMMARY

This completes the summary of my recent visit. It was great to see you again and I encourage you to contact me with any risk management concerns you may have.

Sincerely,

Debbi Sellers

Debbi Sellers, RPLU
Senior Risk Management Representative
Washington Cities Insurance Authority
debbis@wciapool.org
Memo

Date : February 18, 2015
To : Mayor and City Council
From : Grant Sulham, Planning Commission Chair
Re : Ordinance D15-04

RCW 35A.21.312 was originally enacted by the Washington State Legislature in 2004 under Senate Bill 6593 to protect the consumers' rights to choose among a number of housing construction alternatives without restraint of trade or discrimination by local governments. In enacting RCW 35A.21.312, the legislature found that manufactured housing plays a vital role in meeting the housing needs of the nation and provides a significant resource for affordable homeownership and rental housing accessible to all Americans.

Subsequently, in 2009 the Washington State Legislature passed Engrossed House Bill 1227 extending some of the protection to recreational vehicles within manufactured/mobile home communities. The bill amended RCW 35A.21.312 by prohibiting cities from enacting local laws that would directly or indirectly prevent the use of recreational vehicle as a primary residence in manufactured/mobile home communities. The amendments did allow cities to adopt local ordinances to:

- Imposes fire, safety, or other regulations related to recreational vehicles.
- Requires utility hookups in manufactured/mobile home communities to meet state or federal building code standards for manufactured/mobile home communities or recreational vehicle parks.
- Require that a recreational vehicle must contain at least one internal toilet and at least one internal shower and if the requirement is not met, a manufactured/mobile home community must provide toilets and showers.

The City of Bonney Lake’s current regulations in BLMC 10.16.020 and BLMC 15.08.040 prohibit a trailer or recreational vehicle from being occupied over 14 days without the approval of a temporary permit. If an individual obtains a temporary permit, pursuant to Chapter 14.100 BLMC, a trailer or
recreational vehicle may be occupied for a maximum of two years. The initial approval of the temporary permit is limited to one year, but may be extend for the second year pursuant to BLMC 14.100.020.C. These regulations have the effect of directly preventing a trailer or recreational vehicle from being used as a primary residence within an existing manufactured/mobile home communities in violation of RCW 35A.21.312(3).

The Planning Commission finds that the proposed amendment in Ordinance D15-04 will ensure consistency between the state law and the Bonney Lake Municipal Code.

On February 18, 2015, the Planning Commission held a public hearing on Ordinance D15-04 which amendments the City’s RV regulations and voted X-X-X to recommend that the City Council __________ Ordinance D15-04.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<td>February 24, 2015</td>
<td>AB15-16</td>
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<th>Councilmember Sponsor:</th>
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<tr>
<td>Ordinance</td>
<td>D15-16</td>
<td>Donn Lewis</td>
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Agenda Subject: Midtown Core Design Standards Amendment


Administrative Recommendation:

Background Summary: The City currently prohibits the construction of parking lots between a building and the future 204th Avenue East that would be developed as part of the WSU project. This roadway was identified in the Midtown Subarea Plan – Figure 11-2 as one of the future roadways needed to support development and would provide access to parking lots in lieu of direct access from SR-410.

Staff has reviewed the ordinance that adopted the prohibition against parking lots adjacent to 204th Avenue East and it does not provide a reason for this requirement. The requirement is a significant challenge to development of the commercial portion of the WSU project and is inconsistent with the intent of the Midtown Subarea Plan.

Attachments: Ordinance D15-16 and Planning Recommendation Memo

BUDGET INFORMATION

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Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: February 17, 2015
Chair/Councilmember: Donn Lewis
Councilmember: Randy McKibbin
Councilmember: James Rackley

Forward to: Consent Agenda: ☐ Yes ☐ No


Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director: Mayor: Date Reviewed
John P. Vodopich, AICP by City Attorney:
(if applicable):

Agenda Page 19 of 59
ORDINANCE NO. D15-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING SECTION 18.39.070 OF THE BONNEY LAKE MUNICIPAL CODE RELATED TO BUILDING DESIGN STANDARDS IN MIDTOWN.

WHEREAS, the City Council adopted Ordinance 1410 to establish development standards to implement the Midtown Subarea Plan; and

WHEREAS, the Midtown Subarea Plan identified the need for future roads to facilitate convenient access to, from, and between businesses; and

WHEREAS, 204th Avenue East was identified in the Midtown Subarea Plan – Figure 11-2 as one of the future roadways needed to support development; and

WHEREAS, the primary purpose of 204th Avenue East is to provide access to parking lots in lieu of direct access from SR-410; and

WHEREAS, the Community Development Director acting as the SEPA Responsible Official determined that the proposed amendment is categorically exempt from the SEPA pursuant to WAC197-11-800(19)(b); and

WHEREAS, pursuant to the Growth Management Act - Chapter 36.70A RCW this Ordinance was provided to the Department of Commerce for 60-day review and comment by the Department and other State agencies; and

WHEREAS, expedited review was requested and granted by the Department of Commerce and the review period concluded on January 29, 2015; and

WHEREAS, notice of the public hearing was given to the public in accordance with law and a public hearing was held by the Planning Commission on February 18, 2015;

WHEREAS, the amendment to the is consistency with the comprehensive plan and the laws of the state of Washington as required by BLMC 14.140.090.B, and

NOW THEREFORE, the City Council of Bonney Lake, Washington, do ordain as follows:

Section 1. Section 18.39.070, “Building design” of the Bonney Lake Municipal Code and the corresponding portions of Ordinance Nos. 1410 § 1 (Attachment A) is hereby amended to read as follows:

18.39.070 Building design.

A. Any developments occupying two acres or more of land area shall provide a plaza or other exterior gathering space equivalent to at least one percent of the overall acreage
of the site. The plaza design must include gathering areas with benches or seating spaces, landscaping, and trash receptacles.

B. Multistory commercial buildings and commercial buildings wider than 100 feet (measured along walls adjacent to streets and/or front entrances) shall include at least three of the following articulation features along all facades at articulation intervals of no wider than 60 feet:

1. Providing building modulation of at least two feet in depth and four feet in width.
2. Repeating distinctive window patterns at intervals narrower than the articulation interval.
3. Providing a covered entry or separate weather protection feature for each articulation interval.
5. Changing materials and/or color with a change in building plane.
6. Providing lighting fixtures, trellis, tree, or other landscape feature within each interval.
7. Other methods that meet the intent of this chapter as approved by the director.
8. The following is an illustration of building modulation:

C. All residential buildings and residential portions of mixed-use buildings shall include at least three of the following modulation and/or articulation features at intervals of no wider than 30 feet along all facades facing a street, common open space, and common parking areas:
1. Repeating distinctive window patterns at intervals less than the required interval.

2. Vertical building modulation. Minimum depth and width of modulation is 18 inches and four feet (respectively) if tied to a change in color or building material and/or roofline modulation. Otherwise, minimum depth of modulation is 10 feet and minimum width for each modulation is 15 feet. Balconies may not be used to meet the modulation option unless they are recessed or projected from the facade and integrated with the building’s architecture as determined by the director. For example, “cave” balconies or other balconies that appear to be “tacked on” to the facade, as shown in the photographs below, will not qualify for this option.

3. Horizontal modulation (upper level step-backs) a minimum of five feet.

4. Articulation of the building’s top, middle, and bottom. This typically includes a distinctive ground floor or lower floor design, consistent articulation of middle floors, and a distinctive roofline.

D. The maximum facade width, which is the apparent width of the structure facing the street including required modulation, is 120 feet. Buildings exceeding 120 feet in width along the street front shall be divided by a minimum 30-foot-wide modulation of the exterior wall, so that the maximum length of a particular facade is 120 feet. Such modulation must be at least 20 feet or deeper and extend through all floors. Other design features will be considered by the director that effectively break up the scale of the building and add visual interest. This could include a combination of a clear change in vertical articulation and a contrasting change in building materials and/or finishes.
E. Multiple-building commercial developments are encouraged to employ a variety of colors, building materials, and architectural treatments to reduce monotony.

F. On parcels adjacent to 204th Avenue East, no parking shall be located between the building and the front property line.

Section 2. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force effect.

Section 3. Effective Date. This ordinance shall take effect five (5) days after its passage, approval and publication as required by law.
PASSED BY THE CITY COUNCIL this _______ day of ____________, 2015.

____________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

____________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

____________________________
Kathleen Haggard, City Attorney
Date: February 18, 2015
To: Mayor and City Council
From: Grant Sulham, Planning Commission Chair
Re: Ordinance D15-16

The City currently prohibits the construction of parking lots between a building and the future 204th Avenue East that would be developed as part of the WSU project. This roadway was identified in the Midtown Subarea Plan – Figure 11-2 as one of the future roadways needed to support development and would provide access to parking lots in lieu of direct access from SR-410.

The ordinance that adopted the prohibition against parking lots adjacent to 204th Avenue East did not provide justification for this prohibition. The requirement is a significant challenge to development of the commercial potion of the WSU project and is inconsistent with the intent of the Midtown Subarea Plan.

The Planning Commission finds that the proposed amendment in Ordinance D15-16 will ensure consistency between the Bonney Lake Comprehensive Plan and the Midtown Design Standards.

On February 18, 2015, the Planning Commission held a public hearing on Ordinance D15-16 which amendments 18.39.070 and voted X-X-X to recommend that the City Council approve Ordinance D15-16.
Agenda Subject: Amendment to BLMC Section 13.12 Related to Fat, Oils and Grease (FOG) deposits into the Sewer System.


Administrative Recommendation: Approve

Background Summary: With a few businesses, it has been difficult to obtain compliance with the FOG regulations. The current code makes non-compliance a criminal misdemeanor offense. It is recommended that a progressive system of fines would be a better enforcement and compliance method than criminal charges. It is recommended that Council update and refine the FOG ordinance to allow for more effective penalties for violations. Executive, public works, and legal staff have been working on this issue and code update for some time.

Attachments: Ordinance No. D15-19

BUDGET INFORMATION

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Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Other Date: 2015

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Consent Agenda: ☐ Yes ☐ No

Commission/Board Review: Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director: Mayor: Date Reviewed
Dan Grigsby, P.E Neil Johnson Jr. by City Attorney:

(If applicable):

WHEREAS, to protect the sanitary sewer system from the harmful effects of fat, oil, and grease (FOG) deposits, the Bonney Lake Municipal Code regulates and limits said deposits from commercial establishments including restaurants;

WHEREAS, the Bonney Lake City Council desires to update and refine the FOG ordinance to allow for more effective penalties for violations.

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

Section 1. Section 13.12.010 of the Bonney Lake Municipal Code and the corresponding portions of Ordinance No. 1333 are hereby amended to read as follows:

13.12.010 Definitions.

Unless the context specifically indicates otherwise, the meaning of terms and words used in this code shall be as follows:

0. “Bed/bonus room” means any bedroom or other room such as a bonus room, den, or office in a multifamily dwelling that, in the opinion of the building official, could reasonably be converted to a bedroom.

1. “BOD” (biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure as described in the most current edition of Standard Methods for the Examination of Water and Waste Water in five days at 20 degrees Celsius expressed in milligrams per liter.

2. “Building drain” means that part of the lowest horizontal piping of a drainage system which receives the discharge from sanitary waste floor drains and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (1.5 meters) outside the inner face of the building wall.
3. “Building sewer, connecting sewer or house lateral” means the private extension from the building drain to the public sewer or other place of disposal.

4. “City” means the City of Bonney Lake, Washington.

5. “Collection system” means the system of public sewers to be operated by the city designed for the collection of sanitary sewerage.

6. “Commercial user” means any premises used for commercial or business purposes which is not a residential user and not an industry as defined in this chapter. A commercial user is one who introduces primarily domestic wastes and wastes from sanitary conveniences into the sewer system.


8. “County” means Pierce County, Washington.

9. “Domestic waste” means any wastewater (sewage) emanating from a residence or from domestic activities performed outside the place of residence (in lieu of a home activity) by or for private citizens. The wastewater concentrations shall not exceed 250 mg/l BOD₅ and 250 mg/l SS.

10. “Duplex” means one structure containing two dwelling units.

11. “Dwelling unit” means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

12. “Finance director” means the finance director of the city of Bonney Lake or his agent.

13. “Garbage” means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.


15. “Industrial waste” means that portion of wastewater emanating from an industrial user which is not domestic waste or waste from sanitary conveniences.
16. “Inspector” means the person assigned by the City to inspect building sewer installation between the building and the public sanitary sewer line within the street. Inspectors shall operate under the direction of the public works director.

17. “Lateral” means a public sewer which receives flow from one or more side sewers and discharges into a trunk or interceptor.

18. “Mayor” means the mayor of the City of Bonney Lake.

19. “Multifamily” means a single structure containing three or more dwelling units.

20. “Natural outlet” means any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

21. “Occupant” means any person or owner in physical possession of a structure to which sewer service is available.

22. “Operation and maintenance” means all activities, goods and services which are necessary to maintain the proper capacity and performance of the sewage works for which such works were designed and constructed. The term “operation and maintenance” includes replacement as defined in this chapter.

23. “Permit” means an application for a printed and serially numbered form issued in quadruplicate by the city prior to construction of any side sewer.

24. “Person” means any individual, firm, company, association, society, corporation or group.

25. “pH” means the logarithm of the reciprocal of the weight of hydrogen ions.

26. “Private wastewater disposal system/facility” means an individual sewer line and disposal system, or a community drainfield system that is privately owned and not connected to the city of Bonney Lake sewerage system. A private sewer wastewater disposal system shall be allowed only when connection to the city of Bonney Lake sewer is not required by this chapter.

27. “Properly shredded garbage” means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be
carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half centimeter in any dimension.

28. “Public sewer” means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

29. “Public works director” means the public works director of the City of Bonney Lake or his authorized agent.

30. “Residential equivalent (RE)” means a system specific unit of measure used to express the amount of water and sewer consumed by a typical full-time single-family residence and is equivalent to one residential dwelling unit for purposes of computing connection charges and service rates. For the purposes of sewer usage, one RE shall be defined as a flow of 275 gallons per day with an average biological oxygen demand (BOD) of 246 mg/l and an average total suspended solids (TSS) of 269 mg/l.

31. “Residential user” means a single-family or multifamily structure.

32. “Residential wastewater pump” means a combination centrifugal pump and grinder unit for raw sewage service complete with piping, valves, controls starter, basis and all accessories required for a complete installation. Each pump station shall conform with the standards and specifications of the city of Bonney Lake.

33. “Sanitary sewer” means a sewer which carries sewage and to which stormwaters, surface waters, ground waters and other unpolluted waters are not intentionally admitted.

34. “Service connection” refers to the “side sewer” or pipeline with its appurtenances that branches off or connects the public lateral or trunk sewer in the right-of-way extending to the property line.

35. “Sewage” means a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments.

36. “Sewage treatment plant” means any arrangement of devices and structures used for treating sewage.

37. “Sewage works” means a pipe or conduit for carrying sewage.

38. “Sewer” means a pipe or conduit for carrying sewage.
39. “Shall” is mandatory. “May” is permissive.

40. “Side sewer” means the service connection.

41. “Slug” means any discharge of water, sewage or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration of flows during normal operation.

42. “Storm drain” (sometimes termed “storm sewer”) means a sewer which carries stormwaters and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

43. “Suspended solids” means solids that either float on the surface of or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

44. “Single-family residence,” for the purposes of water and sewer utilities, means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it shall be deemed a single-family residence if it has direct access to a street and shares neither heating facilities nor hot water equipment, nor any other essential facility or service, with any other dwelling unit.

45. “User” means every person using any part of the public sewage works of the city of Bonney Lake.

46. “User charge” means the periodic charges levied on all users of the public sewage works and shall, at a minimum, cover each user’s proportionate share of the cost of operation and maintenance to include replacement.

47. “Best management practices (BMP)” means a technique or methodology that, through experience and research, has proven to reliably lead to a desired result.

48. “Facility” means any food processing establishment, food sales establishment, or food service establishment.

49. “Fats, oils and greases (FOG)” are organic compounds derived from animal and/or plant sources that contain multiple carbon triglyceride molecules. These substances are

50. “Food” is any raw, cooked, or processed edible substance, ice, or ingredient used or intended for use or sale in whole or in part for consumption.

51. “Food processing establishment (FPE)” is a commercial establishment in which food is manufactured or packaged for consumption.

52. “Food sales establishment” means any retail and wholesale grocery stores, retail seafood stores, food processing plants, bakeries, confectioneries, fruit, nut and vegetable stores and places of business and similar establishments, mobile or permanent, engaged in the sale of food primarily for consumption off premises.

53. “Food service establishments (FSE)” means any establishment for the preparation and serving of meals, lunches, short orders, sandwiches, frozen desserts, or other edible products and/or are required to have a food business permit issued by Pierce County department of health. The term includes: restaurants, coffee shops, cafeterias, short order cafes, luncheonettes, taverns, lunchrooms, places which manufacture retail sandwiches, soda fountains, institutional cafeterias, catering establishments, food vending vehicles, and operations connected therewith; and similar facilities by whatever name called.

54. “Grease” is rendered animal fat, vegetable shortening, and other such oily matter used for the purposes of and resulting from preparing and/or cooking food.

55. “Grease removal unit” means a device designed to separate fats, oils, and grease from liquid waste prior to the wastewater entering the sanitary sewer system.

56. “Grease interceptor” means a plumbing appurtenance or appliance that is installed in a sanitary drainage system to capture FOG from a wastewater discharge, including Gravity Grease Interceptors (GGIs) and Hydro Mechanical Grease Interceptors (HGlS). An interceptor whose rated flow exceeds 50 gallons per minute (gpm) to serve one or more fixtures and which is remotely located underground and outside of a food service facility. It is designed to collect, contain or remove food wastes and grease from the waste stream while allowing the balance of the liquid waste (“gray water”) to discharge to the wastewater collection system by gravity.
57. “Minimum design capability” means the design features of a grease interceptor and its ability to or the volume required to effectively intercept and retain greases from grease-laden wastewaters discharged to the sanitary sewer system.

58. “Polar (animal and vegetable origin)” means any water or waste which has visible fats, oils or grease floating on the surface or adhering to the sides of the sample containers.

59. “Rendering/disposal company” is a business that possesses a Pierce County pumper certification.

60. “Uniform Plumbing Code (UPC)” is what governs the requirements for the installation, alteration, removal, replacement, repair or construction of all plumbing.

61. “System development charge” or “SDC” means a fee charged to connect to the public sewer system, which represents the user’s equitable share of the cost of the system, pursuant to RCW 35.92.025.

62. “Gravity Grease Interceptor (GGI)” means an interceptor whose rated flow exceeds 50 gallons per minute (gpm), has a minimum storage capacity of 500 gallons, and serves one or more fixtures, which is remotely located underground and outside of a food service facility. It is designed to collect, contain or remove food waste and grease from the sewer waste stream while allowing the balance of the liquid waste (gray water) to discharge to the wastewater collections system by gravity.

63. “Hydro Mechanical Grease Interceptor (HGI)” means an interceptor whose rated flow is less than 50 gallons per minute (gpm), which uses a combination of gravitational, fluid motion, and other materials-separation techniques, air entrainment, interior baffling, and other barriers to collect, contain, or store FOG. These interceptors are usually located inside the facility.

64. “Oil/Water Separator” means a large capacity underground vault installed between a drain and the connecting sewer pipe. These vaults are designed with baffles or coalescing plates to trap sediments and retain floating oils.

Section 2. Section 13.12.320 of the Bonney Lake Municipal Code and the corresponding portions of Ordinance No. 1266 are hereby amended to read as follows:
13.12.320 FOG prevention requirements. Grease, oil and sand interceptors.

A. New Facilities. On or after the effective date of the ordinance codified in this section, any grease interceptors required. All commercial establishments discharging liquid waste containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients that, in the opinion of the Mayor or Mayor’s designee as set forth in BLMC 13.12.290 and 13.12.300, are harmful, shall be required to install, operate and maintain an approved type and adequately sized grease interceptor necessary to maintain compliance with the requirements as described in BLMC 13.12.290 and 13.12.300 of this Section. The Mayor or Mayor’s designee in coordination with the public works and community development departments, shall set the parameters to determine the type of grease interceptor required for each commercial establishment. Such parameters shall be designed to ensure that commercial establishments use grease interceptors that meet the city’s grease control requirements as described in BLMC 13.12.290 and 13.12.300. The parameters shall also ensure the minimization of polar and non-polar fats, oils and greases in amounts that cause a visible sheen on the discharge or in the public sewer system; the build-up of grease in any public sewer facility; accumulations either alone or in combination with other discharges that cause obstruction of the public sewer system; and any water or waste which contains more than 100 parts per million by weight of fats, oils and grease as measured using analytical procedures established in 40 CFR Part 136.

B. Best management practices required. Existing Facilities with Grease Removal. On or after the effective date of the ordinance codified in this section, all existing commercial establishments discharging liquid waste containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients shall be permitted to operate and maintain existing grease interceptors or grease traps, provided, that the equipment is in efficient operating condition to maintain discharges of less than 100 ppm FOG. All such commercial establishments discharging FOG are required to develop and implement best management practices (BMPs) to reduce the quantity of fats, oil and grease discharged to the sanitary sewer collection system. The Mayor or Mayor’s designee shall develop guidelines on best management practices, and shall make said guidelines available to regulated establishments. Any facilities that are known to cause grease-related cleaning activities in the sanitary sewer, a grease-related sanitary sewer overflow or fail to implement and enforce BMPs will be required to install a properly sized and functioning grease interceptor within 90 calendar days from notification by the city or as otherwise
specified by other governing agencies. Grease interceptors shall be designed to meet the city’s grease control requirements as described in BLMC 13.12.290 and 13.12.300 (polar and non-polar fats, oils and greases in amounts that cause a visible sheen on the discharge or in the public sewer system, a build-up of grease in any public sewer facility, which accumulations either alone or in combination with other discharges cause obstruction of the public sewer system, or any water or waste which contains more than 100 parts per million by weight of fats, oils and grease as measured using analytical procedures established in 40 CFR Part 136).

C. Existing Facilities without Grease Removal. Any commercial establishment discharging liquid waste containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients that are known to cause grease-related cleaning activities in the sanitary sewer or a grease-related sanitary sewer overflow or fail to implement and enforce BMPs will be required to install a properly sized and functioning grease interceptor within 90 calendar days from notification by the city or as otherwise specified by other governing agencies. Grease interceptors shall be designed to meet the city’s grease control requirements as described in BLMC 13.12.290 and 13.12.300 (polar and non-polar fats, oils and greases in amounts that cause a visible sheen on the discharge or in the public sewer system, a build-up of grease in any public sewer facility, which accumulations either alone or in combination with other discharges cause obstruction of the public sewer system, or any water or waste which contains more than 100 parts per million by weight of fats, oils and grease as measured using analytical procedures established in 40 CFR Part 136).

CD. FOG Control Program. All facilities commercial establishments discharging FOG are required to submit and adhere to a FOG control program as part of the business license application process. The goal of the program is to implement reasonable and technically feasible controls of free-floating FOG. The basic components of the program should include:

1. A written program articulating management and corporate support for the plan and a commitment to implement planned activities and achieve established goals through the implementation and enforcement of best management practices;

2. A description of the facility type and a summary of the products made and/or service provided;
3. Quantities of fats, oils and grease brought into the facility, amounts contained in the product, and quantities discharged to the sanitary sewer;

4. A description of current reduction, recycling, and treatment activities. This includes a description of the type and capacity of pre-treatment equipment used to collect FOG prior to discharge into the City sewer system;

5. Schematics of the process areas illustrating drains, interceptors, and discharge points connected to the sanitary sewer;

6. Specific performance goals and implementation schedule; and

7. Initial training for new employees and refresher training every six (6) months.

DE. Enzymes, Bacteria and Other Agents. The direct addition into the building plumbing, grease trap or interceptor of enzymes, chemicals or other agents designed to emulsify the grease compounds is prohibited. Grease trap or interceptor design and sizing criteria are based on gravimetric separation for grease and solids removal. The addition of enzymes or chemical emulsion agents would impede the gravimetric separation and defeats the purpose of the grease trap or interceptor. Any attempt to modify the trap into a biological reactor by adding bacterial or microbial agents is also prohibited.

EE. Grease Interceptor Standards.

1. Grease interceptors are limited to one of two types:
   a. Hydro Mechanical Grease Interceptors (HGI); or
   b. Gravity Grease Interceptors (GGI).

2. Each facility is solely responsible for the cost, installation, cleaning and maintenance of the grease interceptor;

3. Grease interceptor sizing and installation shall conform to the requirements contained in the current edition of the Uniform Plumbing Code (UPC) or other criteria as determined by the Mayor or Mayor’s designee on a case by case basis based on review of relevant information, including but not limited to grease interceptor performance, waste stream characteristics, facility location, maintenance needs, and/or inspection needs;

4. The minimum storage capacity of any Gravity Grease Interceptor is will be 500 gallons. Supporting sizing calculations shall be submitted to the city for approval;
Grease interceptors shall be installed in accordance with City Standard Details §§14;

Grease interceptors shall be installed at a location where they are easily accessible for sample collection, inspection, and cleaning and removal of retained grease. The grease interceptor may not be installed inside any part of the building and the location must meet the approval of the city;

Grease interceptors shall be located in the food service establishment’s lateral line between all fixtures which may introduce grease into the sanitary sewer and the connection to the sanitary sewer collection system. Such fixtures shall include but are not limited to sinks, dishwashers, floor drains for food preparation and storage areas, mop sinks, and any other fixture which is determined to be a potential source of grease;

Under no condition is any commercial or noncommercial establishment, or residential property allowed to discharge liquid waste containing grease, or any flammable wastes, or other harmful ingredients, in the opinion of the public works director, as set forth in BLMC 13.12.290 and 13.12.300, into a stormwater system;

Grease interceptors shall be equipped with a sampling port at the outlet of the interceptor. Inspection tees and manholes must enable the city to monitor and test the discharge for compliance with the city’s codes and regulations;

Grease trap or interceptor design and sizing criteria are based on gravimetric separation for grease and solids removal.

Inspection. The City of Bonney Lake shall inspect grease interceptors and grease traps on both a scheduled basis and unscheduled, unannounced basis to determine whether the requirements set forth in this section are being met. Each establishment using a grease interceptor or grease trap shall allow city of Bonney Lake officials bearing proper credentials and identifications access at all reasonable times or during normal hours of operation to all parts of the premises for the purpose of inspection, observation, records examination, measurement, sampling and testing in accordance with the provisions of this section. Refusal to allow entry on-site, threatening behavior, and/or refusal to schedule an appointment for entry shall constitute a violation of this section.
The city shall have the right to set up on any user’s property devices necessary for conducting wastewater sampling inspection, compliance monitoring and/or metering operations. All costs for laboratory collection and analysis shall be the responsibility of the establishment. During inspection, at a minimum city officials shall consider the following:

1. Grease interceptors shall be considered out of compliance if the total volume of grease and solids displaces more than 10 percent of the effective volume of the final chamber of the interceptor. Grease interceptors must be serviced and emptied of accumulated waste content as required maintaining a minimum design capability or effective volume, but not less than once every 90 calendar days. If a facility determines that cleaning every 90 calendar days is unnecessary in order to remain in compliance with requirements as described in BLMC 13.12.290 and 13.12.300, the facility may make a written application for a variance from the cleaning schedule;

2. Sanitary wastes cannot be introduced into the grease interceptor;

3. Any facility that has a grease interceptor shall utilize a licensed rendering/disposal company to clean the interceptor and dispose of the waste;

4. Wastes removed from a grease interceptor shall be disposed of at a facility permitted to receive such waste. Neither grease, solids nor liquids removed from grease interceptors shall be returned to any grease interceptor, private sanitary sewer line, any portion of the sanitary sewer collection system or any portion of the stormwater system;

5. All facilities shall maintain a written record of inspection and maintenance activities and the rendering/disposal company manifest for a minimum of three years. All such records shall be submitted to the city and made available for on-site inspection during all operating hours;

6. Flushing the grease interceptor with large quantities of water in an effort to cause accumulated grease to pass through is prohibited; and

7. No debris or storage units shall be stacked or placed within a three-foot radius of the grease interceptor’s access lids or sampling ports.
HG. Monitoring and Reporting. Each establishment with a grease interceptor or grease trap shall retain maintenance records showing at a minimum the date of service, volume pumped, name of waste hauler, and waste disposal location for each grease removal device located on the premises. The records shall be kept a minimum of three years and provided to the city upon request.

IH. Enforcement. Notice of Violation and opportunity to cure noncompliant condition. In the event that a grease interceptor or other grease removal device fails a visual or effluent sample analysis inspection, or any other condition exists that does not comply with this Chapter, the user shall be given written notice of the noncompliant condition and must take immediate steps to bring the grease interceptor or other grease removal device into compliance. The City-issued Notice of Violation (NOV) shall set a time limit for compliance of twenty-one calendar days after the NOV is issued; however, the NOV time limit may be adjusted in a way that is appropriate to the nature and degree of noncompliance, the nature of the needed repairs, and whether the noncompliance creates the need for emergency repairs. The user is responsible for all associated costs.

I. Failure on the part of any user to maintain continued compliance with any requirements set forth in this section may result in the initiation of enforcement action. Such enforcement action may include but is not limited to a warning letter, notice of violation (NOV), administrative fine or facility closure as outlined in BLMC 1.16.010 and 1.16.020. Failure to respond to corrective measures outlined in any enforcement notice may result in the user’s termination of service to the sewer system owned, operated and maintained by the city of Bonney Lake.

1. First violation. Upon discovery of a condition that does not comply with this Section, the City shall send the violator an NOV with reference to the type of noncompliant condition. Failure to cure the noncompliant condition within the time prescribed in the NOV shall constitute a first violation and result in a $500 fine.

2. Second violation within twelve months of receiving an NOV: A fine of $750.

3. Third violation within twelve months of receiving an NOV: A fine of $1,500.

4. Fourth and subsequent violations within twelve months of receiving an NOV: A fine of $2,500.
5. For purposes of this subsection, a “violation” shall be deemed to occur upon failure to cure a noncompliant condition within the time prescribed in an NOV. The third issuance of a NOV for the same or similar noncompliant condition within 12 months shall result in a fine of $1,500, even if the violations are corrected.

6. Termination of Service. In addition to the foregoing penalties and not in any way a limitation thereof, chronic violators who incur six (6) or more NOVs in a twelve month period may be subject to termination of water service by the city.

7. If an obstruction of the sanitary sewer collection system occurs that causes a sanitary sewer backup and/or overflow and such overflow can be attributed in part or in whole to an accumulation of grease in the sanitary sewer main line, the city of Bonney Lake will take appropriate enforcement actions, as stipulated in BLMC 1.16.010 and 1.16.020, against the generator or contributor of such grease. These actions may include a civil action for recovery of all costs associated with clean-up activities and repair of any damaged facilities, fines, civil penalties or a discontinuance of sanitary sewer service.

8. Any person who knowingly makes any false statements, representation, record, report, or other document filed with the city or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this document is subject to administrative fines or facility closure as outlined in BLMC 1.16.010 and 1.16.020.

9. Appeals. Issuance of an NOV and penalties shall be subject to appeal. An appeal may not be filed simply because the violator does not want to pay a penalty. In order for an appeal to be filed and considered, the appellant must have a basis for appeal and be able to document that City inspectors erred in finding the establishment to be out of compliance with the standards and practices outlined in this Chapter. Requests for appeal shall be in writing, addressed to the Mayor or designee, submitted within 15 calendar days of the NOV or penalty, and accompanied by an appeal fee of $50. The request for appeal shall set forth the basis of the dispute and the facts supporting the appeal. The appeal shall be heard by the Mayor or designee within 60 calendar days. After the hearing, the Mayor or designee shall uphold, modify, or reverse the decision. The written decision
shall be sent by certified mail to the appellant. The decision on appeal shall be final.

I. Exemptions. The Mayor or Mayor’s designee may approve exemptions to the procedures set forth in this section upon request by a business and upon confirmation by the director, in his sole discretion, that such exemption is warranted. Criteria for approval of such an exemption may include businesses that do not cook food on site and as a result do not generate more grease than a single-family residence does. The Mayor or Mayor’s designee may condition approval of an exemption upon terms that he deems appropriate under the circumstances. Written requests and justification for such an exemption are required from such a business. Any business seeking such an exemption shall submit a written request and justification to the Mayor or Mayor’s designee.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Administration. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the legislative intent of this ordinance.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.

PASSED by the City Council and approved by the Mayor this ___th day of , 2015.

________________________
Neil Johnson, Jr.
Mayor

ATTEST:

________________________
Harwood T. Edvalson
City Clerk, CMC

APPROVED AS TO FORM:

________________________
Kathleen Haggard
City Attorney

Passed:
Valid:
Published:
Effective Date:
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

**Department/Staff Contact:** PW / Charlie Simpson

**Meeting/Workshop Date:** 24 February 2015

**Agenda Bill Number:** AB15-24

**Agenda Item Type:** Resolution

**Ordinance/Resolution Number:** 2436

**Councilmember Sponsor:** Donn Lewis

**Agenda Subject:** Award Professional Services Agreement with GC Systems for the 2015 Cla-Valve Rebuilds.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize The Award Of The Professional Services Agreement With Gc Systems For The 2015 Cla-Valve Rebuilds.

**Administrative Recommendation:** Approve

**Background Summary:** Since 1987 GC Systems, a Sole Source vendor, has performed the Bonney Lake Water Utility's annual preventative maintenance and repair work on all water well sites, PRV vaults and level controls at the water tanks. This maintenance is necessary to replace components, clean and test the valves to assure proper operation. This protects the City's infrastructure from over-pressurization or reservoir overflows. With proper maintenance these valves will function for more than 50 years. The City has chosen to have this service provided by dividing up the water system into five segments, so that one fifth of the system is rebuilt annually, as called out by Cla-Valve maintenance recommendations. The 2015 rebuilds consists of (2) Cla-Valves at PRV Station #4 (19600 104th St E), (3) at PRV #17 (102nd St and Angeline Rd), (2) at Ball Park Well #1, (2) at Ball Park Well #2, (2) at Tacoma Point Well #2, (2) at Tacoma Point Well #4, (2) Tacoma Point Well #6, and (4) at Grainger Springs, for a total of 19 Cla-Valves.

**Attachments:** Resolution, Professional Services Agreement, Exhibit A & B and Sole Source Letter

**BUDGET INFORMATION**

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**Budget Explanation:** 401.000.034.534.50.48.09- Reoccurring Valve Maintenance Program-Expenditure includes sales tax. Required expenditure does not include replacement parts, if needed.

Revenue: O & M Rates

**COMMITTEE, BOARD & COMMISSION REVIEW**

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RESOLUTION NO. 2436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDBING A PROFESSIONAL SERVICES AGREEMENT TO GC SYSTEMS, INC FOR THE 2015 CLA-VALVE REBUILDS.

WHEREAS, since 1987 GC Systems, a Sole Source vendor, has performed the Bonney Lake Water Utility's annual preventative maintenance and repair work on all water well sites, PRV vaults and the level controls at the water tanks. This maintenance is necessary to replace components, clean and test the valves to assure proper operation. This protects the City's infrastructure from over-pressurization or reservoir overflows. With proper maintenance these valves will function for more than 50 years. The City has chosen to have this service provided by dividing up the water system into five segments, so that one fifth of the system is rebuilt annually, as called out by Cla-Valve maintenance recommendations; and

WHEREAS, the 2015 rebuilds consists of (2) Cla-Valves at PRV Station #4 (19600 104th St E), (3) at PRV #17 (102nd St and Angeline Rd), (2) at Ball Park Well #1, (2) Ball Park Well #2, (2) at Tacoma Point Well #2, (2) at Tacoma Point Well #4, (2) at Tacoma Point Well #6, and (4) at Grainger Springs for a total of 19 Cla-Valves.

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign a professional services agreement with GC Systems, Inc in the amount of $12,634, which includes sales tax.

PASSED and adopted by the City Council this 24th day of February, 2015.

_______________________________
Neil Johnson, Mayor

ATTEST:

_______________________________
Harwood T. Edvalson, MMC
City Clerk

APPROVED AS TO FORM:

_______________________________
Kathleen Haggard, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of February, 2015, by and between the City of Bonney Lake ("City") and GC Systems, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant shall defend, indemnify and hold the 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 negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**Insurance**

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

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

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

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

**B. Minimum Amounts of Insurance**
Consultant shall maintain the following insurance limits:

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

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

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

C. **Other Insurance Provisions**

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

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

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

D. **Acceptability of Insurers**

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

E. **Verification of Coverage**

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

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

14. **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.
15. **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.

16. **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.

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

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

CITY OF BONNEY LAKE                                         CONSULTANT

By: ________________________________     By: ________________________________
    Neil Johnson Jr., Mayor

**Attachments:**
Exhibit A: Quote
Exhibit B: Scope of Work
January 8, 2015

City of Bonney Lake
19306 Bonney Lake Blvd.
Bonney Lake, Wa. 98390

Attn: Mr. Dave Cihak

Re: Proposal for 2015 Valve Rebuild

Dear Mr. Cihak:

There are nineteen valves that are due to be rebuilt this year. I am attaching a list of the valves for your review. The cost for the rebuild will be $11,612.00.

This rebuild consists of the cleaning of the main valve and pilot controls and the replacement of rubber parts. If any metal parts in the valves or pilot controls require replacement they will be billed over and above this quoted price.

The city shall supply all equipment, additional personnel, and complete any documentation required to meet OSHA regulations for confined space entry as well as supplying any traffic revisions which may be necessary for work in public right-of-ways if required.

Let me know if you have any questions or if there are changes to be made. Thank you Dave.

Yours Truly,

Carolyn Wells
GC Systems, Inc.

Attachment
Exhibit B

BONNEY LAKE 2015 VALVE REBUILD

BALL PARK WELL #1 6001 192ND AVE.
1 - 4" 61G-07
1 - 8" 81A-02

BALL PARK WELL #2
1 - 2 1/2" 50-05  ****NEED DISC RETAINER
NEXT REBUILD*****
1 - 6" 660G-11BY

TACOMA POINT WELL #2 1110 182ND AVE EAST
1 - 4"  61-02
1 - 8"  81-02

TACOMA POINT WELL #4 1110 182ND AVE EAST
1 - 4"  61-02
1 - 8"  81-02

TACOMA POINT WELL #6 1110 182ND AVE. E.
1 - 8" 92G-01BD
1 - 4" 50-01BD
GRAINGER SPRINGS

1 - 4" 61-01
1 - 6" 81-02
1 - 4" 61-02
1 - 8" 50G-01BCDS

PRV STATION #4 19600 104TH STREET EAST

1 - 2" 90G-01AS
1 - 6" 90G-01AB

PRV STATION #17 102ND ST. & ANGELINE RD.

1 - 6" 90G-01BCSYKC
1 - 2" 90G-01BCSYKC
1 - 3" 50A-01B
Memo

Date: January 12, 2015
To: Dan Grigsby – Public Works Director
From: Charles Simpson – Assistant Public Works Director
Re: Sole source – GC Systems

Purposed Source: GC Systems, Inc.

Scope of Work: Provide services to rebuild (2) Cla-Valves at PRV Station #4 (19600 104th St E), (3) at PRV #17 (102nd St and Angeline Rd). (2) at Ballpark Well #1, (2) Ballpark Well #2, (2) at Tacoma Point Well #2, (2) at Tacoma Point Well #4, (2) at Tacoma Point Well #6, and (4) at Grainger Springs for a total of 19 Cla-Valves.

Cost: $11,612

Exclusive Capability: Since 1987 GC Systems had performed Bonney Lake Water Utility annual PM and repair work on all our water well sites and PRV vaults. This company is the only authorized parts dealer and repair shop that can perform work on Cla-Valve systems. This company resides in Sumner and has a territory that covers WA, OR, ID, MT, Alaska, and northern California. City engineering standards are Cla-Valve products.

City has chosen to have this service provided by dividing up the water system into five segments so that one fifth of the system is rebuilt annually as called out by Cla-Valve maintenance recommendations. GC Systems is located in Sumner and has provided on-call service as well as training for Bonney Lake City technicians. The complexity of the system requires knowledgeable and highly skilled technicians. Over the last many years we have had little issues with the valveing of our system because of the progress manner of our maintenance activities.

Funding Source: Yearly O&M budget line item 401-000-034-534-50-48-09 – Annual Valve Maintenance

Approved:  

Don Morrison, City Administrator/Chief Contract Officer