

Appendix A – SEPA Checklist

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SEPA CHECKLIST

A. BACKGROUND

1. Name of proposed project, if applicable:

City of Bonney Lake
2007 Comprehensive Water System Plan

2. Name of applicant:

City of Bonney Lake

3. Address and phone number of applicant and contact person:

Applicant: John Woodcock, City Engineer
City of Bonney Lake
8720 184th Avenue East
PO Box 7380
Bonney Lake, WA 98390
253-862-8602

Contact: Geoff Dillard, P.E.
RH2 Engineering, Inc.
One Pacific Building
621 Pacific Avenue, Suite 104
Tacoma, WA 98402
425-951-5322

4. Date checklist prepared: December 3, 2007

5. Agency requesting checklist:

City of Bonney Lake
Public Works Department

6. Proposed timing or schedule (including phasing, if applicable):

The *Comprehensive Water System Plan* is to be approved in 2008. Projects proposed in the *Comprehensive Water System Plan* are prioritized for consideration by City officials. Separate projects will be constructed as funding becomes available. The *Comprehensive Water System Plan* addresses the policies, design criteria, and recommendations



needed to construct, maintain, and manage a water system for proposed land use development as dictated by the City's and Pierce County's current comprehensive land use plan. The improvements are identified for two planning periods. The primary focus of the plan is improvements that are needed over the next six years. Other improvements are identified through the year 2026.

7. **Do you have any plans for future additions, or further activity related to or connected with this proposal? If yes, explain.**

Yes, the City plans to supplement or update the *Comprehensive Water System Plan*, and all its associated plans, on a regular basis. The *Comprehensive Water System Plan* also includes a preliminary Wellhead Protection Plan, Water Conservation Plan, Earthquake Response Plan, Cross Connection Control Plan, and Satellite System Management Plan. Any desired changes to these recommendations will require a comprehensive plan amendment. This study recommends that the plan be updated for the year 2012.

8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

Each of the projects listed in the capital improvement program is subject to SEPA regulations. While some projects may be categorically exempt, most will require a Determination of Non-significance (DNS) and some will require either a Mitigated Determination of Non-significance (MDNS) or possibly an Environmental Impact Statement (EIS).

9. **Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.**

There are a number of pending applications affecting the City. For example, the City has applied to the Department of Ecology for water rights on wells necessary to provide adequate supplies to its customers.

10. **List any government approvals or permits that will be needed for your proposal, if known.**

Approval by the Washington State Department of Health (DOH) is required. Approval by the Bonney Lake City Council and Pierce County is also required.

In addition, implementation of the various physical and programmatic changes included in the *Comprehensive Water System Plan* may require approvals from one or more of the following agencies:



- Washington State Department of Health (Plan Approvals)
- Washington State Department of Ecology (Water Rights)
- Washington State Department of Transportation (Right of Way Franchises)
- Washington State Department of Fisheries (Hydraulic Project Approval)
- Pierce County (Right of Way Construction Permits and other development permits)

11. **Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)**

This proposal is a *Comprehensive Water System Plan* to serve the City of Bonney Lake water service area which covers an area roughly 26 square miles in size, including water bodies. The plan addresses policies, design criteria, assumptions and recommendations for the water system and its service area, both inside and outside City Limits. The plan looks at the current service level and where improvements to that level are needed. Elements of these service levels are public health, ground water and environmental protection, facility reliability, operation and maintenance, and financing issues. Using these factors, the plan proposes a long-range plan for facility improvements including replacement, repair, upgrading, and construction of transmission, distribution, supply, and storage facilities; and construction of facilities required to bring service to the areas that are and will be designated as expansion or growth areas. This facility's program is a proposed course of action to be used as a resource in developing and updating the Capital Improvement Plan (CIP) annually and, as part of the *Comprehensive Water System Plan*, will be updated approximately every 6 years. Because the *Comprehensive Water System Plan* is programmatic and only lists general recommendations or additions that do not have specific sites or scopes of work, this checklist does not address any specific projects or site specific conditions. These projects and their associated impacts will be reviewed as engineering studies and scopes of work are developed and discussed in the SEPA reviews of the individual project.

12. **Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.**



The area covered by this *Comprehensive Water System Plan* is the City of Bonney Lake's water service area. Service boundaries have been established by agreement and policy, specifically, the interlocal agreement dated March 10, 1986 between Pierce County and the City of Bonney Lake. Any future boundary changes will be addressed in subsequent updates or amendments to this plan.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. **General description of the site (circle one):** Flat, rolling, hilly, steep slopes, mountainous, other _____.

The majority of the water service area is the forested plateau around the Lake Tapps Reservoir

- b. **What is the steepest slope on the site (approximate percent slope)?**

The steepest slopes within the service area are along the hillsides descending from the plateau and are in the range of 25 to 30 percent.

- c. **What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.**

The soils are Alderwood type derived from glaciated areas. These consist of recessional gravels and tills. More specifically, they are characterized as gravelly sandy loams, sandy loams, and compacted gravelly silts. There are small areas of organic (peat) soils in the eastern part of the water service area.

- d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

There is no recent history of unstable soils.

- e. **Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.**

It is anticipated that several of the projects identified in this plan will require grading or filling of a site. When backfilling the trench, native material (that which was removed during excavation) will be used if it meets standards. If the native material is not of appropriate quality, suitable backfill material will be imported. Any importation of backfill material will be addressed in the environmental review during specific project planning phases.



- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.**

Minor erosion during construction of water system projects could occur.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

Water system projects rarely create impervious surfaces. Typically water mains are installed in asphalt roadways or on easements where structures are prohibited.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:**

When projects are developed pursuant to this *Comprehensive Water System Plan*, the construction of these projects will meet all erosion control requirements as set forth in the City of Bonney Lake standard plans and Pierce County Stormwater Management Manual or as required by the SEPA process.

2. Air

- a. What types of emissions to the air would result from the proposal (i.e., dust, automobile odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities, if known.**

Potential vehicular and equipment emissions may affect the ambient air quality for a short period of time during construction of water system projects. These impacts would be addressed in environmental review during project specific planning phases. No long term emissions will occur.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

Potential vehicular emissions may result from the ongoing maintenance of the system by the City. All City vehicles must meet State emissions control requirements including bi-annual emission tests.



- c. **Proposed measures to reduce or control emissions or other impacts to air, if any**

When projects are developed pursuant to this *Comprehensive Water System Plan*, the construction of those projects will meet all City codes including emissions control.

Water

a. Surface:

- 1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river into which it flows.**

The Lake Tapps Reservoir is the largest body of water in the water service area. Bonney Lake, Debra Jane Lake, Fennel Creek (Puyallup River) and numerous small lakes also exist within the service area

- 2) **Will the project require any work over, in or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

Any projects identified within this document that are within 200 feet of the described waters will address this issue in the SEPA and Shoreline Permit review of the individual project. All City codes, as well as any outside agency requirements, will be met as provided in the project permit review process.

It is the City's goal to avoid construction in or around wetlands. It is, however, not beyond the scope of possibility that the City will have to do work on lines existing in the vicinity of wetlands or that engineering constraints may leave us few options for new construction. If work is required in or around wetlands, the City will address this issue in the project permit review for that specific project. Reasonable effort will be made to maintain the integrity of, restore, or replace all wetlands areas as required by State and local regulations.

- 3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**



Any fill and dredge material that may be placed in or removed from surface water or wetlands will be addressed in the project permit review of the individual project. All City codes, as well as any outside agency requirements will be met as provided in the project permit review process.

- 4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known.**

It is not anticipated that there will be any discharge to or withdrawal from surface water.

- 5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

Portions of specific projects are located within the 100-year flood plain. These projects will address this issue in the project permit review of the individual projects. All City codes, as well as any outside agency requirements, will be met as provided in the project review process.

- 6) **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

No waste materials; only domestic water will be discharged to surface waters from reservoirs during emergency overflow conditions, or during maintenance of the system.

b. Ground

- 1) **Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities, if known.**

The City of Bonney Lake is dependant on groundwater (City owned wells and springs) and a wholesale intertie with the City of Tacoma for its water supply. Additional groundwater sources will be developed as described in the plan. The City currently has water rights for 7,728 gpm from its well and spring sources. Additional rights are being pursued as part of implementation of the *Comprehensive Water System Plan*.



- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial, containing the following chemicals; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

No discharges are contemplated.

c. Water Runoff (including storm water):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (including quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

In some cases, implementation of the plan would create insignificant additional impervious surfaces (e.g reservoirs and well buildings) that would not alter stormwater runoff patterns. In those cases, the stormwater would be retained and detained consistent with City's and Pierce County's stormwater control requirements.

Any runoff that may occur during construction of the capital improvements projects will be subject to City codes, as well as any outside agency requirements provided in the SEPA finding.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

No.

d. Proposed measures to reduce or control surface ground, and runoff water impacts, if any.

Proposed measures to reduce or control surface, ground, and runoff water impacts will be addressed in the permit review of the individual projects. All City and County codes, as well as any outside agency requirements, will be met as provided in the permit review process.



4. Plants

a. Check or circle types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

It is expected that localized impacts to vegetation could occur as a result of clearing to accommodate construction of project facilities. However, the specific types and amounts of vegetation that may be disturbed cannot be predicted. Since most projects would be within right-of-ways and under streets, minimum amounts of disturbance are expected. Any potential removal or alteration of vegetation will be addressed in the project permit review of the individual project. All City and County codes will be followed and any necessary removal will be mitigated at the time of application.

c. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Any potential landscaping, use of native plants, or other measures to preserve or enhance vegetation on site will be addressed in the permit review of the individual project.

d. List threatened or endangered species known to be on or near the site.

It is currently unknown if threatened or endangered flora exists within the planning area. If there are threatened or endangered species identified on or near the site of any individual project discussed within the plan, the impacts



will be considered and discussed during the permit review of that project.

5. Animals

- a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

birds: hawk, heron, eagle, songbirds, other: _____

mammals: deer, bear, elk, beaver, other: _____

fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened or endangered species known to be on or near the site.

None known

- c. Is the site part of a migration route? If so, explain.

The entire region is part of the Pacific flyway for migratory birds. Waterfowl such as Canadian geese and shorebirds stop at wetlands within the water planning areas during their seasonal migration

- d. Proposed measures to preserve or enhance wildlife, if any.

Any potential measures to preserve or enhance wildlife will be addressed in the permit review of the individual project. All City codes, as well as any outside agency requirements, will be met as provided in the project permit review process.

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Some facilities, such as booster pump stations and wells, will require electrical energy in order to run the pumps and telemetry. Energy used will provide domestic water to residents in the City of Bonney Lake service area.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally explain.



Other than storage tank and booster pump station projects, none of the other proposed project facilities would cast shadows affecting adjacent or surrounding properties.

- c. **What kind of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:**

All facilities will be constructed utilizing efficient energy use systems that will not affect safety or reliability.

7. Environmental Health

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.**

There are no environmental health hazards directly associated with the adoption of this *Comprehensive Water System Plan*.

- 1) **Describe special emergency services that might be required.**

The City's Public Works Department is on call to address any emergencies that may occur. The Public Works Director is responsible for assessing water system damage following an earthquake, and for communicating and coordinating repair efforts.

- 2) **Proposed measures to reduce or control environmental health hazards, if any:**

The earthquake response plan defines a water system seismic response plan and recommends that a licensed engineer perform periodic structural inspections of the City's water facilities, paying special attention to the integrity of connections between their structure and foundations, and other major structural connections. The response plan also recommends improvements to the telemetry and control system to provide early damage assessments and to the transmission and distribution system to provide increased reliability and redundancy. The *Comprehensive Water System Plan* also includes a Cross Connection Control Plan to prevent the water supply from being contaminated by the sanitary sewer system or other non-potable fluid transmission systems

b) Noise



- 1) **What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

Existing noise could not affect construction or operation of projects proposed in this plan.

- 2) **What types of levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.**

There will not be any noise involved with the adoption of this *Comprehensive Water System Plan*. The projects identified in this plan will have short term noise impacts associated with their construction. After they are put into operation, booster pump stations make minimal noise. Underground stations would be muffled by the ground so as to be practically silent while above ground stations will have a hum that would be quieter than the noise of the adjacent street.

- 3) **Proposed measures to reduce or control noise impacts, if any:**

When projects are developed pursuant to this *Comprehensive Water System Plan*, the construction of those projects will meet all City codes including those regulating noise.

8. Land and Shoreline Use

- a. **What is the current use of the site and adjacent properties?**

Current land use within the planning area varies from commercial to agricultural to single family residential to undeveloped land.

- b. **Has the site been used for agriculture? If so, describe.**

Several portions of the service area have agricultural uses. Any projects identified within this document that may be in an area used for agriculture will address this issue in the permit review of the individual project. All City codes, as well as any outside agency requirements, will be met as provided in the project permit review process.

- c. **Describe any structures on the site.**

Structures vary throughout the planning area from residential to commercial, including single family, multi-family, commercial, retail, office, and light manufacturing

d. Will any structure be demolished? If so, what?

Demolition of structures before or during the construction of any of the identified projects is not anticipated. If a structure must be demolished, it will be addressed in the permit review of the individual project, if required. All City codes, as any outside agency requirements, will be met as provided in the project permit review process.

e. What is the current zoning classification of the site?

The *Comprehensive Water System Plan* covers all areas of the City and involves the zoning within the City code. In addition, the Plan covers areas in Pierce County and involves the zoning within the County Land Use Plan.

f. What is the current comprehensive plan designation of the site?

Bonney Lake's Comprehensive Plan is currently being updated to comply with the Growth Management Act.

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable.

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

No projects have been identified within documented "environmentally sensitive areas," which include areas such as wetlands and steep slopes. If projects must occur in these areas they will be addressed in the permit review of the individual project to determine the alternative with the least environmental impact. All City codes, as well as any outside agency requirements, will be met as provided in the project permit review process.

i. Approximately how many people would reside or work in the completed project?

Presently, the City's water system services approximately 32,000 people. This study addresses water needs for 20-year development conditions under current comprehensive land use plans. When the study area identified in this plan is



developed to this 20-year level (under current zoning) and the necessary water system is in place, it will serve approximately 50,000 people.

j. Approximately how many people would the completed project displace?

It is not anticipated that any projects identified within this plan would displace anyone within the planning area.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Does not apply.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The Public Works Department will ensure consistency with the Comprehensive Plan by updating or amending the water plan as needed. To ensure compatibility the plan will be reviewed by all applicable state agencies and adjacent utilities.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

No housing units will be provided as a result of the adoption of this *Comprehensive Water System Plan*. This plan addresses the development of the water system needs for land uses under the City's current zoning plan. Any housing units constructed concurrently or subsequently to projects identified in this study will conform to current building department requirements.

The specific projects identified within this plan will be designed to handle the capacity proposed in the zoning current at that time. Water capacity proposed is but one factor in the growth of the housing supply. Development should not take place until all facilities (i.e. water, emergency services, schools, and transportation) are constructed. Therefore, no significant impact on housing will result from these projects.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

No housing units are anticipated to be eliminated by either the adoption of this plan or any subsequent projects.



c. Proposed measures to reduce or control housing impacts, if any:

Neither the adoption of this plan or any of the projects talked about within this document will have any direct impacts on local or regional housing supply. None of the projects are of a scope that would require bringing large numbers of workers to the area for construction or operation.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed:

Projects identified within this study will include reservoirs and booster pump stations. Reservoirs could be made out of concrete or steel and may be between about 30 to 120 feet tall. Booster pump stations could be small fiberglass enclosures (under 50 square feet), small permanent buildings (under 250 square feet) or larger concrete masonry unit (CMU) type buildings with metal roofs (2,000 square feet) structure. None of these structures are anticipated to be over 25 feet in height.

b. What views in the immediate vicinity would be altered or obstructed?

Views of project areas would be altered during construction due to clearing, excavation, and staging activities.

c. Proposed measures to reduce or control aesthetic impacts, if any:

If any projects identified within this study area have aesthetic impacts, they will be addressed in the permit review of that project. All City codes, as well as any outside agency requirements, will be met as provided in the project permit review process.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

No light or glare will be produced by the adoption of this plan. The projects identified within this plan may create a temporary increase in ambient lighting during construction activity. Some booster pump stations and reservoirs may have security lighting.



- b. **Could light or glare from the finished project be a safety hazard or interfere with views?**

No.

- c. **What existing off-site sources of light or glare may affect your proposal?**

None.

- d. **Proposed measures to reduce or control light and glare impacts, if any:**

Lighting will be focused and directed to mitigate any potential lighting impacts. If any lighting over 300 watts is used, it will be shielded to prevent light and glare impacts on adjacent residents.

12. Recreation

- a. **What designated and informal recreational opportunities are in the immediate vicinity?**

This study area has numerous recreational opportunities such as facilities belonging to the City of Bonney Lake (including parks, trails, and community centers), Pierce County (such as parks and trails), the School District (play fields) and private parties (docks).

- b. **Would the proposed project displace any existing recreational uses? If so, describe.**

It is not anticipated that any permanent impacts to existing recreational usages will occur as a result of this plan. Some of the projects identified within this plan may have temporary impacts, such as access, during construction. There is also the potential for recreational enhancement such as trails that may be developed as part of some water projects.

- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

Neither the adoption of this plan nor the construction of the projects identified in the study will have any permanent impacts on recreational opportunities. Some of the projects may have temporary impacts during construction or the potential for recreational enhancement. These items would be discussed in the permit review of the individual project. All City codes, as well as any outside agency



requirements, will be met as provided in the project permit review process.

13. Historic and Cultural Preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.**

No.

- b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.**

None are known.

- c. Proposed measures to reduce or control impacts, if any:**

Any measures that may be necessary to reduce or control impacts will be mitigated at the time individual projects are reviewed per permit requirements. If any evidence of historical, archaeological, scientific, or cultural importance is discovered, there will be a cessation of construction activity until a proper survey can be completed.

14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any:**

The transportation system within the service area consists of major transportation corridors, arterial, City streets, and local access roads. The major transportation corridors include State Route 410. The City's water system is planned and constructed, in most part, to utilize public street right-of-ways.

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?**

Yes. Transit service is available throughout the service area.

- c. How many spaces would the completed project have? How many would the project eliminate?**

Does not apply.



- d. **Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).**

The projects identified within this plan will not require any new roadways. Construction impacts may make it necessary to make temporary improvements to accommodate access or to restore an existing roadway.

- e. **Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

Does not apply.

- f. **How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.**

There will be a temporary increase in vehicular trips during the construction of the projects identified in this plan.

- g. **Proposed measures to reduce or control transportation impacts, if any:**

If any of the projects identified within this document have impacts to transportation, the impacts will be discussed in the SEPA Checklist submitted for the project. All City codes, as well as any outside agency requirements, will be met as provided in the project permit review process.

15. Public Services

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.**

No.

- b. **Proposed measures to reduce or control direct impact on public services, if any:**

If any of the projects identified within this document have impacts on public services, the impacts will be discussed in the SEPA Checklist submitted for that projects. All City codes, as well as outside agency requirements, will be met as provided in the project permit review process.

16. Utilities



a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary water, septic system, other: _____

Electricity, natural gas, water, refuse service, telephone, sanitary water, septic systems, and stormwater systems.

b. Describe the utilities that are proposed for the project, the utility providing the services, and the general construction activities on the site or in the immediate vicinity which might be needed.

Utilities required for wells, booster pumps, and other facilities include electricity (Puget Sound Energy) and telephone (Qwest).



**D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS
(do not use this sheet for project actions)**

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposal is a long-term plan to provide better water service to the City. Therefore, it would not directly result in any discharge to water, or in the production, storage, or release of toxic or hazardous substances or noise.

Proposed measures to avoid or reduce such increases are:

None.

2. How would the proposal be likely to affect plants, animals, fish or marine life?

The *Comprehensive Water System Plan* would not directly affect plants, animals, fish, or marine life.

Proposed measures to protect or conserve plants, animals, fish or marine life:

Does not apply.

3. How would the proposal be likely to deplete energy or natural resources?

Operation of the water system requires groundwater withdrawals and the use of electricity.

Proposed measures to protect or conserve energy and natural resources are:

The intent of the proposal is to provide better management of energy and natural resources use by rationally projecting the City's needs and how those needs will be met.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historical or cultural sites, wetlands, floodplains, or prime farmlands?

The City's Conservation Plan and Comprehensive Plan were closely reviewed to ensure that this *Comprehensive Water System Plan* would be compatible with environmentally sensitive areas.



Proposed measures to protect such resources or to avoid or reduce impacts are:

See above.

- 5. **How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plan?**

The plans identified in the response to Question #4 were also reviewed for compatibility with land and shoreline existing and proposed use.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Does not apply.

- 6. **How would the proposal be likely to increase demands on the transportation or public services and utilities?**

The *Comprehensive Water System Plan* would accommodate the increased demand on water service that the City has been and is expecting to continue experiencing.

Proposed measures to reduce or respond to such demand(s) are:

See above.

- 7. **Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

This *Comprehensive Water System Plan* is in accordance with all local, state, and federal law and requirements for the protection of the environment.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Gregory S. Dillard

Date Submitted: 12-3-07

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Appendix B – Service Area Agreements

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**EMERGENCY WATER SYSTEM INTERTIE AGREEMENT
Bonney Lake/Auburn Intertie Agreement No. 3**

THIS AGREEMENT made and entered into by and between the City of Auburn, hereinafter referred to as Auburn, and, the City of Bonney Lake, hereinafter referred to as Bonney Lake, for the purposes of planning, designing, constructing, maintaining, and operating an emergency system intertie between the respective parties,

WITNESSETH:

WHEREAS, both Cities have water facilities in the vicinity, and

WHEREAS, both Cities can increase fire protection and emergency water supply reliability for their customers, and

WHEREAS, the Cities are willing to provide the necessary services to increase fire fighting and emergency supply reliability upon the terms and conditions set forth herein,

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The emergency water system intertie is designed to be operated manually as a two way emergency supply between the Auburn and Bonney Lake Systems. The facility shall be located in Evergreen Way SE at the Water Service Area Boundaries between the two cities. Final location and configuration of the facilities shall be determined at the time of final design. Initially the Intertie is assumed to be a one-way supply from Bonney Lake to Auburn.
2. The emergency water system intertie shall be operated only in the event of an emergency. For purposes of this agreement, an emergency shall be defined as resulting from a water shortage, a major water line break, fire demand, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or Puget Sound Energy facility failure, or any other agreed upon emergency within the water supply system.
3. Auburn will design and administer the contract for the construction of the metering station. The facility will be designed and constructed in accordance with reasonably accepted water utility standards for similar municipal water utilities. Auburn will own and maintain the piping, interior equipment, emergency meter and interior appurtenances, and all piping up to the Bonney Lake side of the vault for the metering station.

4. Upon completion of construction, Auburn will transfer ownership of all exterior appurtenances, and all piping, which is located on the Bonney Lake side of the vault, to Bonney Lake. Bonney Lake will own and maintain the exterior appurtenances and all piping on Bonney Lake's side of the vault.
5. Each City will each have unlimited access to the vault via a dual padlock or ownership of keys to the vault.
6. Each City will operate the respective normally locked valve inside of the vault. Auburn will solely unlock and operate the locked valve on Auburn's side of the meter and Bonney Lake will solely unlock and operate the locked valve on Bonney Lake's side of the meter.
7. The procedure for operating the intertie in the event of such emergency shall be as follows:
 - A. Each City shall determine that an emergency of sufficient magnitude has occurred which warrants the need to request that the intertie be activated.
 - B. The Public Works Director or appointed person or authorized personnel shall provide a verbal request to the other City's Public Works Director or appointed person. Upon agreement that an emergency exists which shall allow for the intertie to be opened, the intertie will be activated as soon as reasonably possible. Both Cities' personnel shall be present at the vault to open the valves to activate the facility.
 - C. The City requesting the activation shall provide a written confirmation of the request not less than 24 hours after the verbal request, or on the first day of normal business after the verbal request.
 - D. The intertie shall remain activated until the City requesting activation determines that the need for activation of the emergency intertie has ceased and shall request in writing to close the intertie.
 - E. In case of emergency or whenever the public health, safety, or the equitable distribution of water so demands, the City supplying the water may change, reduce or limit the time for or temporarily discontinue the supply of water without notice; water service may be temporarily interrupted, limited for purposes of making repairs, extensions or doing other necessary work; and the City supplying the water shall not be responsible for any damage resulting from interruption, change or failure of the water supply, and the City

receiving the water (City requesting activation) shall save and hold harmless the City supplying the water from any loss, damages or suites to or by customers of the City receiving the water resulting from interruption, change or failure of water supply provided by this Agreement, except damages arising out of the City supplying the water's negligence. Prior to a planned interruption or limiting of service, the City supplying the water will notify the City receiving the water of such not less than three days prior to the service disruption. The City supplying the water agrees to use best efforts and reasonable diligence to notify the City receiving the water as soon after it becomes aware of the need for service disruption and further will, to the extent practical, limit the service disruption to daylight hours.

8. Auburn shall read the meter upon activation and upon deactivation of the intertie. The city supplying the water shall verify the information and shall then calculate and invoice the other city for the water used during the request. The invoice shall be calculated by the total water used during the event. The rate shall be at the current Auburn Wholesale Rate or the lowest Bonney Lake retail rate depending on which city is supplying the water. This shall be complete payment for the water, labor, and administration of activating the intertie.
9. The total project costs shall include costs for consulting design service, and construction. Auburn shall bear the total project costs, until and unless it can be demonstrated that Bonney Lake can benefit from the intertie. At such time, the parties agree to negotiate the fair share of the total actual project costs that correspond to the benefit Bonney Lake could receive. Bonney Lake agrees to pay such fair share of the total project costs upon billing for same by Auburn. Bonney Lake will have the right to build an intertie from Auburn to Bonney Lake at another location. Bonney Lake will bear the cost of building a separate intertie. Each City is responsible for associated staff, administration and legal costs associated with the implementation of the agreement.
10. To the extent allowed by law, the City of Bonney Lake shall defend, indemnify, and hold harmless the City of Auburn, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs, expenses of litigation, attorney's fees, penalties and damages of whatsoever kind or nature arising out of or in connection with or incident to an act or omission of the City of Bonney Lake, its employees, agents, and contractors in the performance of the City of Bonney Lake's obligations under the Agreement and this Amendment. This indemnification provision shall include, but is not limited to, all claims against the City of Auburn by an employee or former employee of the City of Bonney Lake or its contractors and, as to such claims, the City of

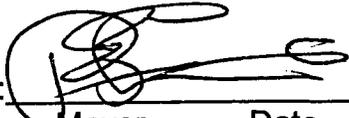
Bonney Lake expressly waives all immunity and limitation of liability under Title 51 RCW.

To the extent allowed by law, the City of Auburn shall defend, indemnify and hold harmless the City of Bonney Lake, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs, expenses of litigation, attorney's fees, penalties, and damages or whatsoever kind or nature arising out of, in connection with or incident to an act or omission of the City of Auburn, its employees, agents, and contractors in the performance of the City of Auburn's obligations under this Agreement. This indemnification obligation shall include, but is not limited to, all claims against the City of Bonney Lake by an employee or former employee of the City of Auburn or its contractors and, as to such claims, the City of Auburn expressly waives all immunity and limitation of liability under Title 51 RCW.

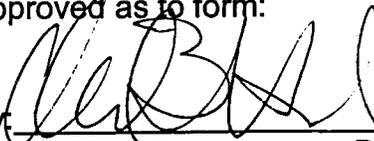
11. This Agreement shall remain in force until terminated by either party hereto upon 60-days written notice to the other party. Any project costs, incurred up to the date of such notice, as described herein, shall be shared in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

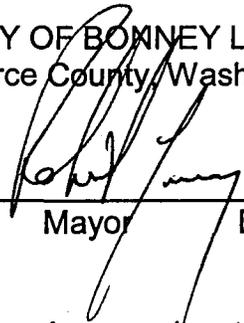
CITY OF AUBURN
King County, Washington

By:  _____
Mayor Date

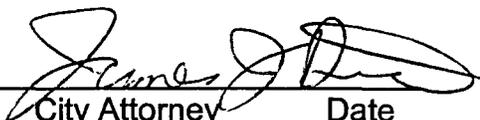
Approved as to form:

By:  _____
City Attorney Date

CITY OF BONNEY LAKE
Pierce County, Washington

By:  _____
Mayor Date

Approved as to form:

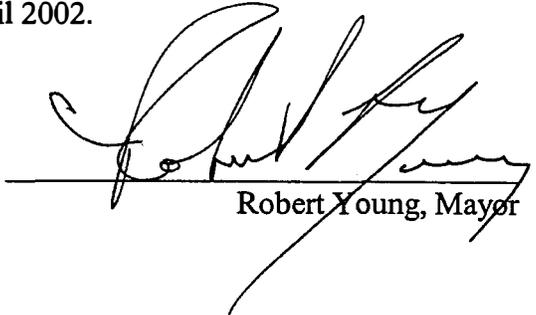
By:  _____
City Attorney Date

RESOLUTION NO. 940

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN INTERTIE AGREEMENT WITH THE CITY OF AUBURN .

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to execute the agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

PASSED by the City Council this 9th day of April 2002.



Robert Young, Mayor

ATTEST:



Gayle Butcher, City Clerk

APPROVED AS TO FORM:



James Dionne, City Attorney

OFFICE OF THE MAYOR
Charles A. Booth, Mayor



CITY ADMINISTRATION
25 West Main, Auburn, WA 98001
(253) 931-3041 Fax: (253) 288-3132

March 12, 1998

RECEIVED
RH2 ENGINEERING INC.
JOB NO:
MAY 05 1998
ROUTE TO: GC
FILE:

196.027

The Honorable Robert Young
Mayor, City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98390

Dear Mayor Young:

Final

Enclosed is a duplicate original of the fully executed Settlement Agreement between the City of Auburn and the City of Bonney Lake for your city's records. Also enclosed is a copy of City of Auburn Resolution No. 2925 authorizing the execution of the Settlement Agreement.

Thank you again for your efforts in achieving this settlement.

Sincerely,

Charles A. Booth
Charles A. Booth
Mayor

CAB:dd

Enclosure

A3.12.1
F:\clerk\cont\RES2925

COPY

RESOLUTION NO. 2 9 2 5

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN,
4 WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
5 SETTLEMENT AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY
6 OF BONNEY LAKE.

7 WHEREAS, Auburn and Bonney Lake are currently involved in
8 several related disputes regarding the provision of water
9 service to a development known as "Lakeland Hills South"
10 within Auburn's currently-designated Pierce County Potential
11 Annexation Area; and

12 WHEREAS, Auburn is currently seeking to annex a portion
13 of its Pierce County Potential Annexation Area; and

14 WHEREAS, Bonney Lake is currently opposing said
15 annexation proposal; and

16 WHEREAS, Bonney Lake has initiated litigation against
17 Auburn in Pierce County Superior Court alleging tortious
18 interference with a contractual relationship; and

19 WHEREAS, Auburn has threatened legal and/or
20 administrative action with respect to various water rights
21 owned by Bonney Lake; and

22 WHEREAS, Bonney Lake has threatened legal and/or
23 administrative action with respect to various water rights
24 owned by Auburn; and

1 WHEREAS, the parties hereto desire to enter into a
2 settlement agreement, the express intent of which is to settle
3 all claims and disputes between Auburn and Bonney Lake
4 relating to the provision of water service to Auburn's Pierce
5 County Potential Annexation Area and related water rights
6 issues; and

7 WHEREAS, Bonney Lake and Auburn are both desirous of
8 entering into cooperative arrangements to provide for the
9 efficient and cost-effective provision of water to their
10 customers.

11 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,
12 WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH
13 RESOLVES AS FOLLOWS:

14 Section 1. The Mayor and City Clerk of the City of
15 Auburn are herewith authorized to execute the Settlement
16 Agreement between the City and the City of Bonney Lake. A
17 copy of said Settlement Agreement is attached hereto,
18 designated as Exhibit "A" and incorporated by reference in
19 this Resolution.
20

21 Section 2. The Mayor is hereby authorized to implement
22 such administrative procedures as may be necessary to carry
23 out the directives of this legislation.

24 DATED and SIGNED this 2nd day of March, 1998.

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CITY OF AUBURN

Charles A. Booth

CHARLES A. BOOTH
MAYOR

ATTEST:

Danielle E. Daskam

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

Michael J. Reynolds

Michael J. Reynolds,
City Attorney

SETTLEMENT AGREEMENT

CITY OF AUBURN AND CITY OF BONNEY LAKE

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this 5th day of March, 1998, by and between the **CITY OF AUBURN**, ("Auburn"), a municipal corporation, and the **CITY OF BONNEY LAKE** ("Bonney Lake"), a municipal corporation.

WHEREAS, Auburn and Bonney Lake are currently involved in several related disputes regarding the provision of water service to a development known as Lakeland Hills South ("LHS") within Auburn's currently-designated Pierce County Potential Annexation Area ("PC PAA");

WHEREAS, Auburn is currently seeking to annex a portion of its PC PAA; and

WHEREAS, Bonney Lake is currently opposing said annexation proposal; and

WHEREAS, Bonney Lake has initiated litigation against Auburn in Pierce County Superior Court alleging tortious interference with a contractual relationship; and

WHEREAS, Auburn has threatened legal and/or administrative action with respect to various water rights owned by Bonney Lake; and

WHEREAS, Bonney Lake has threatened legal and/or administrative action with respect to various water rights owned by Auburn; and

WHEREAS, the parties hereto desire to enter into a settlement agreement, the express intent of which is to settle all claims and disputes between Auburn and Bonney Lake relating to the provision of water service to Auburn's PC PAA and related water rights issues; and

WHEREAS, Bonney Lake and Auburn are both desirous of entering into cooperative arrangements to provide for the efficient and cost-effective provision of water to their customers.

NOW, THEREFORE, the parties agree as follows:

1. Bonney Lake's claims against Auburn in Pierce County Cause No. 97-2-05212-8 shall be dismissed with prejudice and without costs to either party.

2. Bonney Lake shall withdraw its opposition to Auburn's proposed annexation of a portion of Auburn's PC PAA in Pierce County Boundary Review Board Case No. A-97-5.

3. Auburn recognizes and agrees to Bonney Lake's exclusive right to serve with water all portions of Bonney Lake's water service area as designed by the 1995 Pierce County Coordinated Water System Plan for a period of seven years from the effective date of any Auburn annexation of

any area within such service area. It is understood that Auburn anticipates multiple annexation proceedings regarding such areas. Bonney Lake shall not oppose such annexation proposals, and pursuant to this paragraph, Bonney Lake shall have the exclusive right to serve each annexation area for seven years from the effective date of annexation.

4. Upon the expiration of each seven-year period, or sooner if requested by Bonney Lake, provided for in paragraph 3 with respect to a particular portion of Bonney Lake's water service area, Auburn shall, at its option, have the exclusive right to serve such area with water, subject to the further requirements and conditions contained in paragraphs 5 and 6 of this Agreement.

5. Upon the expiration of each seven-year period, or sooner if requested by Bonney Lake, provided for in paragraph 3 with respect to a particular portion of Bonney Lake's water service area, Bonney Lake shall, at Auburn's option, transfer to Auburn, by bill of sale, all of its ownership rights in water system facilities located within and used to serve such area, with the exception of facilities retained by Bonney Lake in accordance with paragraph 6, below. Auburn shall have no obligation to compensate Bonney Lake for such facilities as are transferred by Bonney Lake pursuant to this Section.

Facilities to be transferred pursuant to this paragraph shall include water pipes, but shall not include source or storage facilities, including but not limited to Bonney Lake's Tacoma Point Wells and Tacoma Point Reservoir, nor those facilities reserved to Bonney Lake under paragraph 6.

6. In contemplation of Auburn's anticipated eventual takeover of water service from Bonney Lake within Auburn's annexation area, and for the purpose of providing Bonney Lake a looped system after Auburn's takeover of water service within its annexed areas hereunder, Auburn shall, prior to the takeover of service within any portion of Bonney Lake's current water service area, construct or cause to be constructed and transfer or cause to be transferred to Bonney Lake, free of charge, future 12" water transmission line as shown on the attached Exhibit A to the southern boundary of Auburn's PC PAA; provided, that in the event the particular alignment shown on Exhibit A shall prove impractical or unavailable, such lines shall be constructed in an alignment as mutually agreed to by the parties. Auburn shall construct or cause these facilities to be constructed and transferred to Bonney Lake without regard to the progress or lack of progress of the development of LHS. Such facilities shall be constructed in accordance with applicable Bonney Lake standards. In addition, Auburn will

not take over water service from Bonney Lake, and Bonney Lake will retain ownership of its water system, within that area shown on Exhibit B, attached hereto. This area will remain part of Bonney Lake's water service area and the facilities serving it will remain part of Bonney Lake's water system in perpetuity, notwithstanding possible annexation of the area by Auburn at any time in the future.

7. Auburn shall guarantee Bonney Lake the right, in perpetuity, to transport water through Auburn's corporate boundaries within Pierce County, in order that Bonney Lake's ability to serve its water service area as recognized in this Agreement is not hindered or rendered impractical. Such guarantee shall be effectuated by the execution of such easements, agreements, franchises, licenses or other documents as are appropriate, on terms that are in no respect less favorable or advantageous to Bonney Lake than those governing the operations of Auburn's own water utility within its corporate limits. Auburn shall not condemn or otherwise interfere with any Bonney Lake water facilities covered by this paragraph or paragraph 6. *MCKB*

8. Neither Auburn nor any of its agents, employees, attorneys or contractors shall challenge, directly, indirectly or through third parties, through legal or administrative proceedings or any other means, Bonney Lake's

existing water rights, including but not limited to Bonney Lake's water rights associated with its Tacoma Point Wells. The rights associated with its Tacoma Point Wells are, specifically, as follows:

- (1) Lake Tapps Water Co. Certificate No. C 2809-A, with a date of priority 1/23/57, for 100gpm and 45af;
- (2) Tacoma Point Well No. 2 Certificate No. C G2-^{4-C}2685~~7~~, with a date of priority of 2/5/86, for 1000gpm and 800af; and
- (3) Tacoma Point Well No. 4 Permit Number G2-27693, with a date of priority of 1/30/90, for 1200gpm and 1600af.

Because of production problems associated with Bonney Lake's current wells at Tacoma Point, Auburn's agreement not to protest or interfere extends to and includes Bonney Lake's drilling of another well or wells at Tacoma Point to achieve full production of its certificated and permitted water rights. It also includes Bonney Lake's effort to proceed to certificate on its permit rights in Tacoma Point Well No. 4, referenced above. Bonney Lake agrees not to seek to increase its water rights in the Tacoma Point well field for any appropriation beyond these permitted/certificated levels. Bonney Lake shall not challenge, directly,

indirectly or through third parties, through legal or administrative proceedings or any other means, Auburn's existing water rights or Auburn's efforts to use those rights in order to serve its PC PAA with water, including any application to permit the withdrawal of water from wells located within LHS commonly known as Lakeland wells 5b and 5c, provided that such rights in Lakeland wells 5b and 5c are supplemental to Auburn's existing rights in wells 5 and 5a. For purposes of this paragraph, the word "challenge" shall include both direct actions, such as the filing of any lawsuit, complaint or letter of protest, as well as indirect actions, such as assisting, facilitating, encouraging or approving any such actions on the part of a third party. Each party will terminate and withdraw any pending challenges to the other's water rights that have been initiated.

Each party expressly reserves the right to challenge any application for new water right or change in water right that is made after the date of this Agreement; provided, that any application for certification of a water right for which a party already holds a permit shall not be deemed an application for new water right or change in water right made after the date of this Agreement.

9. In order to facilitate the practical and efficient provision of water service to the portion of LHS outside Bonney Lake's current water service area, the parties will work together cooperatively to agree on an amendment of their respective water service area boundaries in this area.

10. At such time as either party wishes to pursue the development of additional water source or supply or water storage facilities in the vicinity of LHS, the party will provide notice of same to the other party and the parties will thereupon meet to confer with respect to their respective needs and interests in regard to additional source, supply or storage. Should it appear that the interests of the parties are sufficiently aligned, the parties will mutually agree to join in the development of said additional source, supply or storage facilities, on such terms as the parties may agree are equitable.

11. In the future, at such time as Auburn's water system has been more fully developed in the area of LHS and/or on its common boundary with Bonney Lake's water service area, the parties may agree that it is in their mutual best interests, and the best interests of their respective customers, to enter into an agreement providing for one or more interties between their water systems to be constructed.

12. Each party agrees to sign such documents and to take such actions as are necessary to implement the purpose and intent of this Agreement.

13. Time is of the essence under this Agreement. The terms of this Agreement shall be specifically enforceable by the parties hereto.

14. Each of the individuals signing this Agreement on behalf of a party warrants that he/she has the authority to sign the Agreement and thereby to bind the party on whose behalf he/she signs.

15. This Agreement shall be binding on the heirs, successors and assigns of the parties.

16. This Agreement is designed strictly for the purpose of compromising disputed claims and avoiding the expense and risks of litigation. The Agreement shall be construed according to the fair intent of the language as a whole, and not for or against either party.

17. In the event of any disputes arising out of the implementation or enforcement of this Agreement, the parties agree to submit said disputes first to mediation and, if mediation is unsuccessful, then to binding arbitration in accordance with Ch. 7.04 RCW; provided, however, that each party reserves the right to seek injunctive or other similar equitable relief from a court of competent jurisdiction in

order to preserve the status quo pending any mediation or arbitration or to otherwise protect a right or remedy that might otherwise be lost if such interim relief were not obtained.

18. This Agreement shall not waive Auburn's right to assess and collect any taxes, assessments or fees which it is otherwise authorized under law to assess or collect on any water service; provided, that Auburn's assessment and collection of any such taxes, assessments or fees with respect to any area served with water by Bonney Lake shall be upon the same terms as Auburn's assessment and collection of any such taxes, assessments or fees with respect to areas served with water by Auburn.

CITY OF AUBURN

By: Charles A. Booth
CHARLES A. BOOTH
Its: Mayor

CITY OF BONNEY LAKE
By: [Signature]
Its: MAYOR

EXISTING 6-INCH AND 12-INCH DIAMETER WATER MAINS, APPURTENANCES, AND CUSTOMERS ALONG 2ND STREET TO BE TRANSFERRED TO AUBURN.

EXISTING 6" WATER MAIN IN 182ND AVE BETWEEN 2nd ST AND 4th ST TO BE TRANSFERRED TO AUBURN. BONNEY LAKE TO RETAIN 12" DI WATER MAIN.

TACOMA POINT TANK

TACOMA POINT WELLS

WITHIN EXISTING GAS EASEMENT

EXHIBIT A

CITY OF AUBURN AND CITY OF BONNEY LAKE SETTLEMENT AGREEMENT

LEGEND

- EXISTING BONNEY LAKE WATER MAIN
- PROPOSED 12" DIAMETER WATER MAIN TO BE PROVIDED BY AUBURN
- · · · · EXIST. BONNEY LAKE WATER MAIN IN FRANCHISE WITH AUBURN
- EXISTING BONNEY LAKE WATER MAIN TO BE TRANSFERRED TO AUBURN



SCALE: 1" = 1000'

King County

Pierce County

URBAN GROWTH AREA/WATER SERVICE AREA BOUNDARY TO FOLLOW PROPERTY LINES, CENTERLINE OF RIGHT-OF-WAY, OR NORTHWEST BOUNDARY OF GAS LINE EASEMENT AS SHOWN.

NATURAL GAS PIPELINE EASEMENT

EXHIBIT B

CITY OF AUBURN AND CITY OF BONNEY LAKE SETTLEMENT AGREEMENT

□ AREA TO REMAIN IN BONNEY LAKE SERVICE AREA IN PERPETUITY.

— BONNEY LAKE WATER SERVICE AREA BOUNDARY



SCALE: 1" = 1500'

\\BON\196-027\BL_AB-51



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

MAY 24 2004

May 24, 2004

Ms. Susan Clark
Pierce County Public Works
9850 64th Avenue West
University Place, WA 98467

RE: Water Service Area Boundary Adjustment

Dear Ms. Clark:

In August 2003, the Tacoma City Council and Public Utility Board approved an expansion of Tacoma Water's service area east of Bonney Lake in Pierce County. A portion of the map of that expansion in the area formerly served by the Marion Water Company, Inc. was incomplete.

Please find enclosed a signed Standard Service Area Agreement for Tacoma Water plus Attachment "A", which is a corrected map of the service area assumed by Tacoma Water at that time. The map has been changed to include all of the parcels that Marion Water Company, Inc., identified as unable to serve in the original adjustment.

Sincerely,

Jane C. Evancho
Water Resource Planning Manager

JCE:nr
Enclosures

cc: Georgia McDonald, Marion Water
Bill Gilbert, City of Bonney Lake
Ron Knoll, Tacoma Water

RECEIVED BOYDELL
PH2 ENGINEERING INC.
JOB NO: _____

JUN 06 2004

ROUTE TO: _____ CKIKH
FILE: _____

GD

SERVICE AREA AGREEMENT

This Agreement, dated as of April, 2004, is made and entered into by and between Marion Water Co., Inc, a Washington Corporation ("Marion") and the City of Tacoma, a Washington municipal corporation ("Tacoma").

Marion is engaged in the business of providing water service to the public located in certain areas of Pierce County in the State of Washington. Tacoma is engaged in the business of providing water service to the public located in certain areas of Pierce and King Counties in the State of Washington.

The parties desire to enter into a formal service area agreement to so establish a boundary between their contiguous service areas in Pierce County.

Marion and Tacoma therefore agree as follows:

The Boundary is the boundary between Marion Water's Service Area and Tacoma Service Area and shall be in accordance with the Boundary Street Agreement referenced in the Pierce County Coordinated Water System Plan, Appendix IV-2, Section 5.

The Marion Service Area and the Tacoma Service Area are agreed to by both parties as shown on the map attached as Exhibit A.

Marion and Tacoma may make such adjustments to the Boundary as they may mutually agree upon from time to time in writing as appropriate so that water service to new service locations in close proximity to the Boundary may be provided in an effective, efficient, and economical manner. Any such adjustment shall be reflected by modifying Exhibit A, which when so modified and agreed to by the parties shall constitute amendments to the Agreement.

Marion Water Co., Inc

By: John A. Albert
Robert E. Moore, Sr.

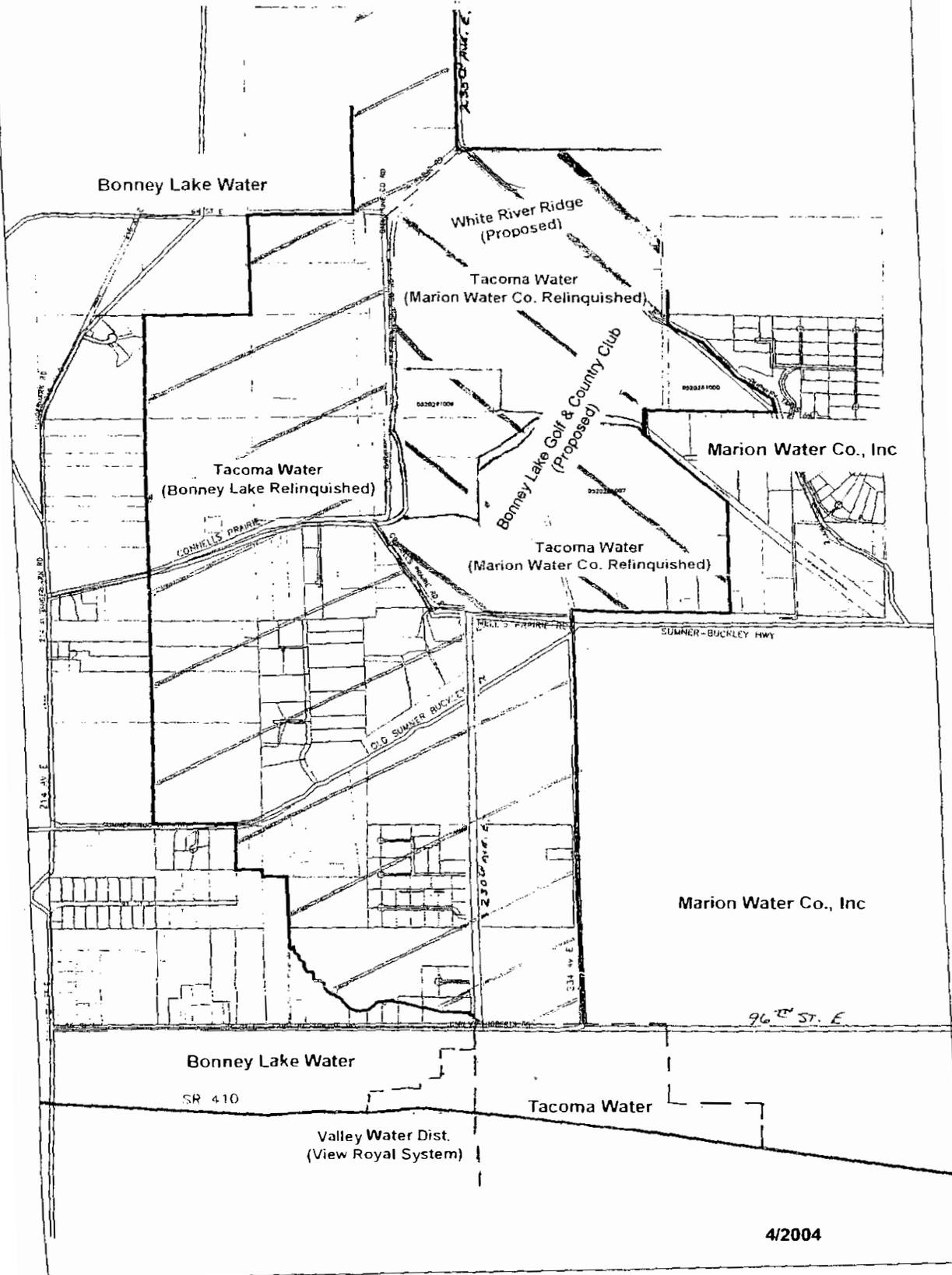
Date Signed: 4-16-04

City of Tacoma

By: John E. Hines

Date Signed: 4/21/04

EXHIBIT "A"



**WHOLESALE WATER AGREEMENT
BETWEEN TACOMA WATER
AND THE CITY OF BONNEY LAKE**

This wholesale water agreement (“Agreement”) is made by and between the City of Tacoma, Department of Public Utilities, Water Division d/b/a Tacoma Water, a municipal corporation (hereafter “Tacoma”), and The City of Bonney Lake, a municipal corporation (hereafter “Bonney Lake”). Tacoma and Bonney Lake collectively shall be referred to as the “Parties” or either Tacoma or Bonney Lake may be referred to as “Party” when appropriate.

A. RECITALS:

WHEREAS, Tacoma has evaluated its wholesale projections in its demand forecast and has determined that adequate water resources are available under a constant use schedule to serve those projected demands; and

WHEREAS, the Parties are responsible for operating and maintaining their respective public water systems in accordance with federal, state and local laws and regulations; and

WHEREAS, the Parties further recognize that water resources are finite and valuable, and the prudent use and management of these resources requires cooperation among water utilities; and

WHEREAS, Bonney Lake has requested and Tacoma has agreed to provide a wholesale water supply to Bonney Lake, and Tacoma is able and willing to provide the requested quantity of water on the terms and conditions as herein provided, now therefore;

for and in consideration of the mutual covenants, conditions and payments to be made as set forth herein, the Parties hereto agree as follows:

B. DEFINITIONS:

The meaning of certain words or terms, when used in this Agreement, is as follows:

1. “Wholesale Service Connection” means a physical connection between water mains of the two Parties to this Agreement, at a specifically identified point or points, where water may be transferred from one Party’s system to the transmission or distribution facilities of the other Party.

2. "Isolation Valve" means a positive shut off valve that shall be installed at the location in each water system that is used to accept or deliver water through the Wholesale Service Connection. Each Party has sole responsibility for operating their Isolation Valve.
3. "Wholesale Service Connection Capacity" means the maximum flow capacity for water to be delivered through a Wholesale Service Connection as agreed upon by the Parties to this Agreement. Wholesale service connection facilities shall be designed so as to be capable of conveying no less than the agreed upon Wholesale Service Connection Capacity.
4. "Tacoma Municipal Code (TMC)" means the City of Tacoma's municipal code.

C. CONDITIONS:

The responsibilities of the parties to this contract are set forth below:

1. **General.** Tacoma agrees to furnish the Wholesale Service Connection Capacity to Bonney Lake of a quality that will satisfy all requirements of the Federal Safe Drinking Water Act as amended, and shall be in accordance with the terms and conditions of this Agreement.
2. **Wholesale Water Rates.** Tacoma will supply Bonney Lake with water at the wholesale water service rate as identified in TMC Section 12.10.400, City of Tacoma Water Rates and Regulations. The water rates are periodically adjusted and shall be applicable as set forth in the rate schedule as adopted by the Public Utility Board and Tacoma City Council. The water supplied to Bonney Lake must be used on a year-around basis where the average summer day use divided by the average winter day use results in a summer/winter ratio of 2.5 or less, as set forth in TMC 12.10.400. The water supplied is not to be used on a peaking basis.
3. **System Development Charge.** Upon Bonney Lake's payment of the full charge or the initial time installment payment to Tacoma for Tacoma's System Development Charge (SDC) of \$5,776,598.00, Tacoma will commit and agrees to supply to Bonney Lake 935,000 gallons per day (gpd) of water for average day use, 2,000,900 gpd for peak day use and 1,800,810 gpd for four-day peak use. Bonney Lake agrees to pay at least twenty (20%) of the SDC amount within thirty (30) days of execution of this agreement, and the SDC balance shall be paid with interest over up to ten years as authorized by the Tacoma Municipal Code, as further set forth below.

Bonney Lake agrees to pay the SDC balance in ten annual installments commencing on January 1, 2006 the first annual anniversary date of this agreement. In addition to the annual SDC installment, Bonney Lake shall also pay interest, calculated on a monthly basis (the first day of every month) on the outstanding principal SDC balance amount at "prime" minus 2% interest rate, as reported by the Wall Street Journal ten days before the date that the monthly interest calculation is made. The interest amount paid by Bonney Lake shall be

paid to Tacoma along with the annual installment payment. Provided however, Bonney Lake may prepay (without penalty) a portion or all of the outstanding SDC amount, in which case the accrued interest to date of such prepayment shall also be paid to Tacoma.

4. Reliability. Tacoma agrees to supply wholesale water pursuant to this Agreement with the same degree of reliability and surety of supply as water provided by Tacoma to its existing customers.
5. Additional Water. Bonney Lake may purchase water on a short term basis from Tacoma if in Tacoma's sole discretion sufficient surplus water is available. Bonney Lake shall be entitled to purchase such water in accordance with the terms of this Agreement at the then current wholesale rate. TMC Section 12.10.310 currently provides that the SDC shall be adjusted if the customer's usage exceeds 110 percent of the anticipated average day use during a 12-month period. Therefore, an additional SDC may be applicable in accordance with the Tacoma Municipal Code provisions in effect at the time of any requested increase in water supply.
6. Connections. Bonney Lake agrees to pay to construct necessary facilities to allow wholesale water delivery off Tacoma's Pipeline 1 at a mutually agreed location. Until those facilities are in place, Bonney Lake agrees to pay to construct a short term two-year service from a location in the vicinity of 219th Avenue East (produced) at Connells Prairie Road East. This will include service piping and appurtenances, meter and vault. Bonney Lake will be responsible for extending Tacoma's distribution system from 222nd Avenue Court East west to this point in order to install their interim wholesale service in this area. This main will be constructed under the terms of Tacoma's standard private contract water main procedures.

Once wholesale service is transferred to the Pipeline 1 location, the Connells Prairie Road service will revert to an emergency intertie. The cost for materials and installation of the new Wholesale Service Connection (attached as Exhibit "A") to include water main, service pipe, automated remote valve shut off, meter(s), appurtenances and vaults shall be the responsibility of Bonney Lake. Tacoma shall be responsible for design, repair and maintenance of these facilities up to and including the outlet of the meter. The meter(s) shall be located as close to the service area boundaries of Tacoma as possible. Tacoma will coordinate the design and construction of the Wholesale Service Connection with Bonney Lake. All wholesale service connections with Tacoma are required to have automated meter reading (AMR) installed on them. Bonney Lake will be responsible for the costs of installing the phone connection for the AMR and the costs to install the equipment with the meter.

If an additional connection to Pipeline 1 is desired by Bonney Lake, Bonney Lake agrees to pay to construct necessary facilities.

7. **Capital and Maintenance Costs.** Bonney Lake agrees that Tacoma Water owns the isolation valve directly off of the Tacoma Water system, piping from the Tacoma Water isolation valve to the meter, the meter vault and the meter and telemetry equipment. Maintenance and operation costs for this equipment are Tacoma Water's responsibility. Any capital costs related to this equipment, including upgrades or replacement and renewal are Bonney Lake's responsibility.
8. **Connections.** The Wholesale Service Connection described in Exhibit "A" shall be governed by the terms of this Agreement. No future Wholesale Service Connections shall be permissible without a subsequent and separate written agreement between the Parties, which agreement may supplement this Agreement. Neither Party shall be obligated to agree to or execute any agreement or permit with the other Party to construct additional water Wholesale Service Connection(s).
9. **Transferability.** The rights and obligations of this Agreement are transferable to heirs, successors and assignees of the Parties.
10. **Resale.** Water provided under this Agreement may be resold to another water purveyor.
11. **Conservation.** As a requirement of wholesale service Bonney Lake commits to a water conservation program substantially equivalent to Tacoma's programs. If requested Tacoma will invite Bonney Lake to participate in the planning and implementation process for conservation programs as they are developed and will share available conservation resources where beneficial to both Parties. The Parties agree to meet every two years to review and evaluate operational experience with regards to water use and conservation.
12. **Mutual Aid.** Tacoma and Bonney Lake agree to provide mutual aid, to the extent possible, during times of extraordinary need and emergency operations experienced by either party.
13. **Emergency.** Bonney Lake acknowledges that during an emergency situation or a planned outage Tacoma may temporarily be unable to meet all or part of its wholesale service commitment. If Tacoma has a planned outage, Tacoma commits to give Bonney Lake a minimum of seven (7) days advance notice in writing. Tacoma and Bonney Lake will work together to identify mutually acceptable dates for planned outages.
14. **Indemnification.** Neither Party shall be monetarily liable to the other party or its respective customers for failure to supply and deliver water to the other at any time or for any reason. The Parties shall indemnify each other from any and all claims, lawsuits, or proceedings in arbitration resulting from any failure of either Party to supply and deliver water in accordance with the terms and conditions of this Agreement. However, each Party shall have the right to have this Agreement specifically enforced in equity. In the event that a major water shortage occurs and Bonney Lake fails to abide by the conservation and/or curtailment

requirements as publicly announced by Tacoma, then Tacoma may terminate water supplied under this Agreement until such time as Bonney Lake agrees to abide by such requirements.

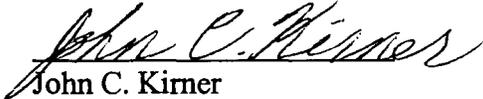
15. **Term.** This Agreement shall remain in effect so long as Tacoma remains in the business of providing water, or its successors in interest to its water system remain in the business of providing water, and so long as Bonney Lake meets the terms and conditions of this Agreement.
16. **Dispute Resolution.** In the event of a disagreement over any aspect of this Agreement, except as herein further provided, it is agreed that any dispute shall be submitted to binding arbitration pursuant to Chapter 7.04 RCW. The Parties shall agree upon who will arbitrate the dispute, and upon failure to reach agreement within a reasonable period of time, the presiding judge of the Pierce County Superior Court may be asked to appoint an arbitrator from one of the recognized dispute resolution services. The Party that substantially prevails in the arbitration proceeding shall be awarded its reasonable attorney fees and costs. If neither Party substantially prevails in the arbitration proceeding, the Parties shall each bear their respective costs and divide the mutual costs associated with the arbitration equally.
17. **Notice.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Tacoma: Mr. John C. Kirner Water Superintendent PO Box 11007 Tacoma, WA 98411 Phone: (253) 502-8738 Fax: (253) 502-8694	<u>If to Bonney Lake:</u> Daniel L. Grigsby, P.E. Public Works Director 8720 184 th Ave. East P.O. Box 7380 Bonney Lake, WA 98390-0944 Phone: (253) 447-4347 Fax: (253) 826-1921
--	---
18. **Invalidity.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are voided by a court or otherwise deemed not enforceable, the parties shall negotiate in good faith to develop replacement provisions that are as close as possible to the intent of the parties expressed in the invalid provisions.
19. **Counterparts.** This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

20. Authority to Bind. Each of the Parties to this Agreement certifies that the person signing this Agreement has authority to bind the respective governing bodies to all of the terms and conditions of the Agreement herein.

Dated this ____ day of _____, 2005.

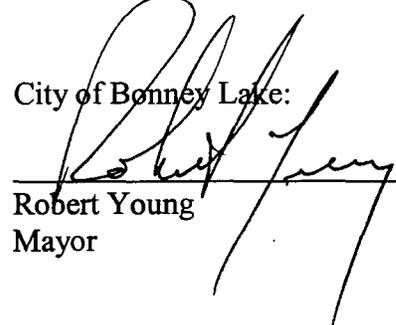
City of Tacoma:


John C. Kirner
Water Superintendent

Approved as to form & legality:
Assistant City Attorney



City of Bonney Lake:


Robert Young
Mayor

Approved as to form & legality:
City Attorney

James Dionne

01/26/2005 WED 11:58 FAX 2082232003

003/003

Jan 26 2005 10:32 CITY OF BONNEY LAKE ANNEX 12538261921

P.3

20. Authority to Bind. Each of the Parties to this Agreement certifies that the person signing this Agreement has authority to bind the respective governing bodies to all of the terms and conditions of the Agreement herein.

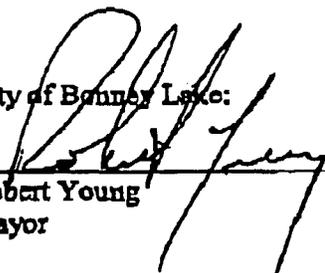
Dated this ____ day of _____, 2005.

City of Tacoma:

John C. Kimer
Water Superintendent

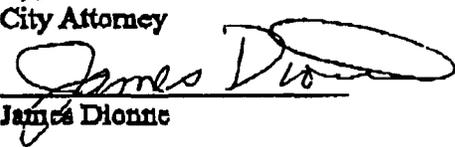
Approved as to form & legality:
Assistant City Attorney

City of Bonney Lake:



Robert Young
Mayor

Approved as to form & legality:
City Attorney



James Dionne

EXHIBIT "A"

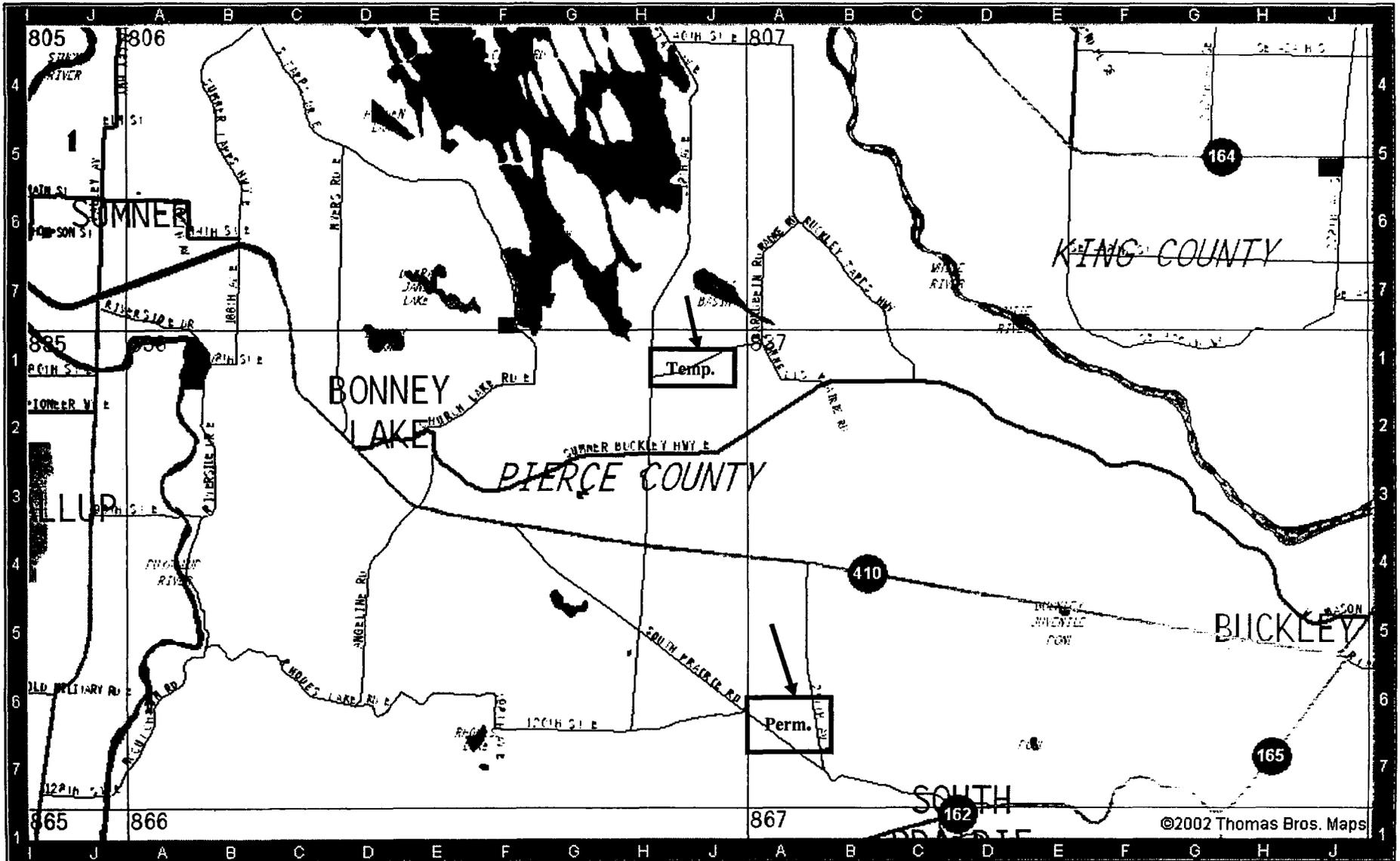
WHOLESALE SERVICE CONNECTIONS SPECIFICATIONS

Inter-tie Location	Connection Size	Meter Size	Static Elevation		Operating Pressure (psi)		Flow Capacity To/From Utility	Contracted ERU's	Contracted Volume (gpd)
			Tacoma	Bonney Lake	Tacoma*	Bonney Lake			
Proposed Permanent Connection Mutually agreed upon location off of TW Pipeline 1 at Pipeline Rd E									935,000 (ADD) 2,000,900 (Peak)
<u>Temporary Connection</u> Connell's Prairie Rd E at 219 th Ave. E (Produced)	8"	4"	810	??	MDD 71 ADD 94	??	550gpm	N/A	790,000 (Peak)

* At 222ND Ave Ct E

EXHIBIT B

GENERAL LOCATION OF WHOLESALE SERVICE CONNECTIONS





19306 Bonney Lake Boulevard
 PO Box 7380
 Bonney Lake, WA 98390-0944
 (253) 862-8602
 Fax: (253) 826-1921

Letter of Transmittal

DATE: 2-3-05

JOB NO.: _____

ATTENTION:

RE: Tacoma Water

TO: Harwood

Sent Via: Deliver

WE ARE SENDING YOU THE FOLLOWING:

Attached	Under Separate Cover Via:		
Shop Drawings	Prints	Plans	Samples
Copy of Letter	Change Order	Submittals	Specifications

COPIES	DATE	NO.	DESCRIPTION
1			Original Resolution 1379
2			Wholesale Water Agreement

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|---|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit ___ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return ___ corrected prints |
| <input type="checkbox"/> For your Information | <input type="checkbox"/> Signature | |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> For bids due: | <input type="checkbox"/> Prints returned after loan to us |

REMARKS:

Harwood,

Enclosed is the original Resolution 1379 and two copies of the Wholesale Water Agreement (WWA). Both the Mayor and Tacoma have signed the WWA, but it also requires the signature of Jim Dionne. Could you please have him sign this next Tuesday and then sent one original back to Tacoma Water? Also, could you please send PW a fully executed copy?

Thank you, Michelle

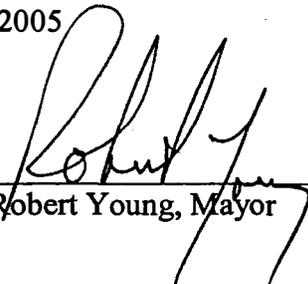
COPY TO:		SIGNED:	
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RESOLUTION NO. 1379

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WHOLESALE WATER PURCHASE AND AN EMERGENCY INTERTIE AGREEMENT FOR INTERTIE #3 BETWEEN THE CITY OF BONNEY LAKE AND THE CITY OF TACOMA WATER DIVISION.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the two agreements attached hereto and incorporated herein by this reference.

PASSED by the City Council this 25th day of January 2005



Robert Young, Mayor

ATTEST:



Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

01/26/2005 WED 11:58 FAX 2062232003

002/003

Jan 26 2005 10:32 CITY OF BONNEY LAKE ANNEX 12538261921

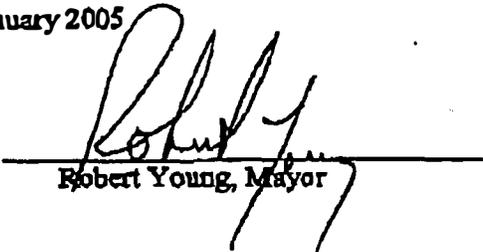
P. 2

RESOLUTION NO. 1379

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The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the two agreements attached hereto and incorporated herein by this reference.

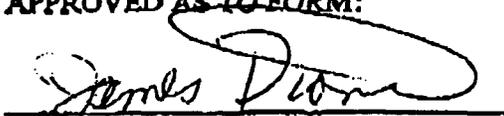
PASSED by the City Council this 25th day of January 2005


Robert Young, Mayor

ATTEST:


Harold T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:


James Dionne, City Attorney



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

February 1, 2005

Mr. Dan Grigsby, Public Works Director
City of Bonney Lake
P.O. Box 7380
Bonney Lake, WA 98390-0944

RE: Wholesale Water Agreement

Dear Dan:

I have enclosed the two signed original copies of the wholesale water agreement indicating the effective date as February 1, 2005. Please have your attorney sign one copy and return it to us.

I am also transmitting an invoice to you for the down payment for the system development charge associated with the wholesale water agreement. The invoice is enclosed for \$1,155,319.60. Subsequent invoices for the annual payment will be sent to you approximately twenty days before the payment is due.

Again, thank you for your patience and help as we have moved forward with this agreement. Please contact me at (253) 502-8738 if you have questions or concerns.

Sincerely,

Jane Evancho
Resource Planning Manager

JCE:nr
Enclosure

cc: Ron Knoll, Resource Planning
Katrina Smith, Resource Planning
Vanessa Chanthavong, TPU Finance

INVOICE

January 31, 2005

Public Works Director
City of Bonney Lake
P.O. Box 7380
Bonney Lake, WA 98390-0944

Down payment toward the System Development Charge
According to terms set forth in the Wholesale Water
Agreement dated February 1, 2005. \$1,155,319.60

Please issue a check payable to City Treasurer and mail
With a copy of this invoice to:

John Kirner, Superintendent
Tacoma Water
P.O. Box 11007
Tacoma, WA 98411

Payment is due within 30 days. To wire the funds, please use the enclosed instructions.

Accounting:
Cost Center 587600, Account 6371100

CITY OF TACOMA WIRING INSTRUCTIONS

Financial Institution:	Bank of America
ABA Routing Number:	125000024
Account Number:	67650200
Type of Account:	Checking
Account Name:	City of Tacoma, WA
Federal Tax ID No.:	91-6001283

City of Tacoma Contacts

Jerry Trujillo (253) 591-5830
Email: jtrujillo@cityoftacoma.org

Randy McClelland (253) 591-5847
Email: rmcclell@cityoftacoma.org

Morgan Jacobson (253) 591-5841
Email: mjacobso@cityoftacoma.org

EMERGENCY INTERTIE AGREEMENT

Located AT 20900 112TH St. E. and 11800 198th Ave. E.

BETWEEN

CITY OF TACOMA AND CITY OF BONNEY LAKE

This emergency intertie agreement (“Agreement”) is made by and between the City of Tacoma, Department of Public Utilities, Water Division d/b/a/ Tacoma Water, a municipal corporation (hereafter “Tacoma”), and the City of Bonney Lake (hereafter “Bonney Lake”), a municipal corporation. Tacoma and Bonney Lake collectively shall be referred to as the “Parties” or either Tacoma or Bonney Lake may be referred to as “Party” when appropriate.

A. RECITALS:

WHEREAS, Bonney Lake and Tacoma are responsible for operating and maintaining their public water systems in accordance with federal, state and local laws and regulations, and

WHEREAS, the Parties recognize the responsibility of public water utilities to provide for the highest quality of water and reliability of service to their customers at reasonable cost, and

WHEREAS, the Parties further recognize that water resources are finite and vulnerable, and the prudent use and management of these resources requires cooperation among water utilities, and

WHEREAS, Tacoma has requested that an additional intertie be established with Bonney Lake, to be available in case of emergency need, and Bonney Lake does have water system facilities nearby that can be interconnected so as to be mutually beneficial to both utilities during periods of system emergency,

NOW THEREFORE, it is agreed that Bonney Lake and Tacoma may provide for interties of water mains and the terms and conditions contained herein shall apply.

B. DEFINITIONS:

The definition of certain terms, as used later in this Agreement, are as follows:

INTERTIE: A physical connection between water mains of the two Parties to this Agreement, at specifically identified points, where water may be transferred from the supplies of one system to the transmission or distribution facilities of the other.

transference of any water to the requesting utility. Should a situation arise necessitating the supply of water immediately, a verbal request shall be initially sufficient, followed by a written request. Verbal authorization, however, must be obtained from the supplying Party before obtaining any water. Each Party shall designate, in writing, authorized person or persons who have authority to evaluate such a verbal request and determine whether such a request should be granted.

6. **PURCHASING COST:** The supplying utility shall charge the receiving utility for water supplied on the basis of unit cost. Unit cost of supplied water shall be based on a rate calculated by evaluation of production, transmission and distribution cost components applied to water delivered. Each Party shall establish the water rate at the time of this Agreement. The charge for the supplying utility will consist of a ready to serve (monthly meter) charge and a rate/CCF. This rate will be charged to the Party taking water from the time of activation until deactivation of the emergency service Tacoma will supply water at the wholesale service rate as identified in Section 12.10.400 of the City of Tacoma Water Rates and Regulations. The rates may be adjusted thereafter, and shall be applicable as set forth in an adopted rate schedule.

Bonney Lake will supply water at the then current outside the city residential rate as identified in the City of Bonney Lake Municipal Code Section 13.04.100 Water Rates. The rates may be adjusted thereafter, or a new wholesale rate may be established in the future, and shall be applicable as set forth in an adopted rate schedule.

7. **CONVERSION OF SERVICE:** Establishment of an emergency intertie and providing emergency water shall not be considered a commitment of water availability for future retail or wholesale service. Conversion of an emergency intertie to retail or wholesale service will require an assessment of water availability, a decision to serve by the appropriate body, payment of a system development charge, and a commitment to comply with applicable rate and service policies.
8. **INDEMNITY:** Notwithstanding any other provision of this Agreement, neither Party shall be liable for failure to deliver water to the other Party at any time. If water is provided, it shall be provided only from surplus production and/or storage capacity of the supplying utility as determined at the time of intertie operation. The receiving utility shall defend, indemnify and hold the supplying utility harmless from and against any and all claims arising out of the receiving utility's use of the intertie provided for herein.
9. **TERMINATION OF SERVICE:** Termination of any intertie by either Party shall be preceded by not less than one (1) calendar month written notice.

EXHIBIT "A"

EMERGENCY INTERTIE CONNECTIONS SPECIFICATIONS

Inter-tie Location	Connection Size	Meter Size	Static Elevation		Operating Pressure (psi)		Flow Capacity To/From Utility	Contracted ERU's	Contracted Volume (gpd)
			Tacoma	Bonney Lake	Tacoma	Bonney Lake			
#1) 20900 112 th St E	8"	6"	810	800	70	65	1.5 MGD	N/A	N/A
#2) 11800 198 th Ave E	12"	6"	660	748	5	42	2.5 MGD	N/A	N/A

MAY 14 2005

**EMERGENCY INTERTIE AGREEMENT
BETWEEN
CITY OF TACOMA AND CITY OF BONNEY LAKE**

This emergency intertie agreement ("Agreement") is made by and between the City of Tacoma, Department of Public Utilities, Water Division d/b/a/ Tacoma Water, a municipal corporation (hereafter "Tacoma"), and the City of Bonney Lake (hereafter "Bonney Lake"), a municipal corporation. Tacoma and Bonney Lake collectively shall be referred to as the "Parties" or either Tacoma or Bonney Lake may be referred to as "Party" when appropriate.

A. RECITALS:

WHEREAS, Bonney Lake and Tacoma are responsible for operating and maintaining their public water systems in accordance with federal, state and local laws and regulations, and

WHEREAS, the Parties recognize the responsibility of public water utilities to provide for the highest quality of water and reliability of service to their customers at reasonable cost, and

WHEREAS, the Parties further recognize that water resources are finite and vulnerable, and the prudent use and management of these resources requires cooperation among water utilities, and

WHEREAS, Tacoma has requested that an additional intertie be established with Bonney Lake, to be available in case of emergency need, and Bonney Lake does have water system facilities nearby that can be interconnected so as to be mutually beneficial to both utilities during periods of system emergency,

NOW THEREFORE, it is agreed that Bonney Lake and Tacoma may provide for interties of water mains and the terms and conditions contained herein shall apply.

B. DEFINITIONS:

The definition of certain terms, as used later in this Agreement, are as follows:

INTERTIE: A physical connection between water mains of the two Parties to this Agreement, at specifically identified points, where water may be transferred from the supplies of one system to the transmission or distribution facilities of the other.

SURPLUS PRODUCTION CAPACITY: Volumetric rate of available water supply, from the sources of the supplying water system, which can be transferred through an intertie after all service requirements to the customers of the supplying system have been met.

ISOLATION VALVE: A positive shut off valve which shall be installed at the point in each water system which is used to accept or deliver water through the intertie. The isolation valve is defined as part of the system connected to the intertie and not part of the intertie. Each connected system has sole responsibility for providing and operating their isolation valve.

INTERTIE CAPACITY: The flow capacity for water to be delivered through an intertie as agreed upon by the Parties to this Agreement. Intertie facilities shall be designed so as to be capable of conveying no less than the agreed upon flow.

EMERGENCY: Defined as resulting from a water shortage, a major water line break, fire demand, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or Puget Sound Energy facility failure, or any other agreed upon emergency affecting the water supply system.

C. CONDITIONS

1. **GENERAL:** The interties described in exhibits A and B attached to this document shall be governed by the terms of this Agreement. No future interties shall be permissible without a subsequent and separate written Agreement between the Parties, which Agreement may supplement this Agreement. Neither Party shall be obligated to agree to or execute any such Agreement or permit the other Party to construct additional connections.
2. **PURPOSE:** All water interties, presently existing or to be constructed in the future, shall be utilized only in emergency situations unless converted by mutual Agreement to a regular wholesale service.

The Parties agree that the proposed intertie requested by Tacoma at the northeast corner of Falling Water Boulevard East and Rhodes Lake Road East is intended to be a long-term emergency intertie.

The Parties agree it may be available for short-term wholesale purchase by Tacoma. Tacoma shall be entitled to purchase a quantity of water not to exceed 450 gallons per minute at the intertie located at the northeast corner of Falling Water Boulevard East and Rhodes Lake Road East until February 28, 2005.

3. **CAPITAL COSTS:** Cost of providing and maintaining any necessary joint use facilities and equipment such as pumps, buildings and other appurtenances shall be the responsibility of the system receiving water. The cost of construction of the proposed intertie at the northeast corner of Falling Water Boulevard East and Rhodes Lake Road East and installation of the meter and vault shall be the responsibility of Tacoma. The meter and vault will be owned by Tacoma.
4. **MAINTENANCE COSTS:** Each utility shall be responsible for operating and maintaining an isolation valve on their respective side of the meter vault. Vault and meter maintenance costs shall be the responsibility of Tacoma.

5. **OPERATING PROTOCOL:** With regard to the operation of intertie #1, located at 20900 112th St. E., and intertie #2, located at 11800 198th Ave. E., the Party requesting water shall submit a written request to the supplying utility, the supplying utility must give written permission, and the requesting Party shall agree to the unit cost of the water prior to the transference of any water to the requesting utility. Should a situation arise necessitating the supply of water immediately, a verbal request shall be initially sufficient, followed by a written request. Verbal authorization, however, must be obtained from the supplying Party before obtaining any water. Each Party shall designate, in writing, authorized person or persons who have authority to evaluate such a verbal request and determine whether such a request should be granted.

With regard to the operation of intertie #3, the intertie shall be designed to automatically provide water to Tacoma in an emergency situation using a pressure sustaining valve. It shall be understood that in the event that the service is activated, as designed, Tacoma shall notify Bonney Lake as soon as possible before or following activation of the service.

6. **PURCHASING COST:** The supplying utility shall charge the receiving utility for water supplied on the basis of unit cost. Unit cost of supplied water shall be based on a rate calculated by evaluation of production, transmission and distribution cost components applied to water delivered. The charge for the supplying utility will consist of a ready to serve (monthly meter) charge and a rate/CCF. This rate will be charged to the Party taking water from the time of activation until deactivation of the emergency service.

Tacoma will supply water at the wholesale service rate as identified in Section 12.10.400 of the City of Tacoma Water Rates and Regulations. The rates may be adjusted thereafter, and shall be applicable as set forth in an adopted rate schedule.

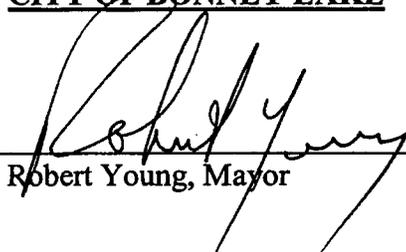
Bonney Lake will supply water at the then current outside the city residential rate as identified in the City of Bonney Lake Municipal Code Section 13.04.100 Water Rates. The rates may be adjusted thereafter, or a new wholesale rate may be established in the future, and shall be applicable as set forth in an adopted rate schedule.

7. **CONVERSION OF SERVICE:** Establishment of an emergency intertie and providing emergency water shall not be considered a commitment of water availability for future retail or wholesale service. Conversion of an emergency intertie to retail or wholesale service will require an assessment of water availability, a decision to serve by the appropriate body, payment of a system development charge, and a commitment to comply with applicable rate and service policies.
8. **INDEMNITY:** Neither Party shall be liable for failure to deliver water to the other Party at any time. If water is provided, it shall be provided only from surplus production and/or storage capacity of the supplying utility as determined at the time of intertie operation.

9. TERMINATION OF SERVICE: Termination of any intertie by either Party shall be preceded by not less than one (1) calendar month written notice.

CITY OF BONNEY LAKE

By: _____


Robert Young, Mayor

Approved as to form and legality:
City Attorney

By: _____


James J. Diorne

CITY OF TACOMA

By: _____


John C. Kirner, Water Superintendent

Approved as to form and legality:
~~Chief~~ Assistant City Attorney
S.R.



EXHIBIT "A"

EMERGENCY INTERTIE CONNECTIONS SPECIFICATIONS

Inter-tie Location	Connection	Meter	Static Elevation		Operating Pressure (psi)		Flow Capacity To/From Utility	Contracted ERU's	Contracted Volume (gpd)
	Size	Size	Tacoma	Bonney Lake	Tacoma	Bonney Lake			
#1) 20900 112 th St E	8"	6"	810	800	70	65	1.5 MGD	N/A	N/A
#2) 11800 198 th Ave E	12"	6"	660	748	5	42	2.5 MGD	N/A	N/A
#3) NE corner Falling Water Blvd E. and Rhodes Lake Rd. E (proposed)	8"	4"	705	748	65	72	450 gpm	N/A	N/A

May 26 2005 3:25PM City of Bonney Lake

2538628535

p. 2

**AGREEMENT FOR THE EMERGENCY SALE OF WATER BY
THE CITY OF BONNEY LAKE TO THE VALLEY WATER DISTRICT**

This agreement made and entered into this 1st day of April, 1998 by the City of Bonney Lake, a municipal corporation of the State of Washington, hereinafter called the "City" and the Valley Water District, hereinafter called "District".

WHEREAS, The Valley Water District desires a connection to the City of Bonney Lake Water system for emergency backup purposes;

WHEREAS, the City and the District recognize the public benefits of cooperation and collaborative problem solving;

WHEREAS, the City is willing to provide a water connection for emergency service;

WHEREAS, the City's Water Comprehensive Plan does not allow for the wholesale of water;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Definitions

Term of Agreement. The effective date of this Agreement shall be April 1, 1998. The Winchester Heights water system will have the right to emergency domestic water service with all the rights of a Bonney Lake customer except as restricted herein. This agreement may be terminated by either party, after twenty (20) years, upon one years written notice to the other party.

Charge for Equitable Share of the System. The District shall pay the City of Bonney Lake the charge for the equitable share in the system for the size of meter requested. (Bonney Lake Municipal Code 13.04.070 C, 2, a)

Billing & Payment. The District shall abide by the current Bonney Lake Water System Regulations and charges as found in Chapter 13.04 of the Bonney Lake Municipal Code.

Restrictions. (1) The District will not be allowed any meter larger than a 2 inch. (2) If the District uses Bonney Lake Water for 90 consecutive days to service Winchester Heights, then this extended dependence on Bonney Lake's system will be considered more than emergency back up to the Winchester Heights system and Valley Water District will be billed and shall pay for the number of homes served according to Bonney Lake's current residential rates. (3) The needs of Bonney Lake customers will take priority over the needs of the Winchester Heights System.

Installation Requirements.

The District will do the installation under the city's supervision and inspection.

A Pressure Reducing Valve (PRV) shall be installed and maintained by the district.

If the PRV fails, the city will not be responsible for any plumbing failures within the Winchester Heights water system. A double check valve is to be installed, tested, and maintained by the District.

5

Sale or Dispensation of Winchester Heights Water System. If the Winchester Heights Water System is ever to be sold or ownership transferred to another jurisdiction, the City of Bonney Lake shall have the first rights to purchase or take over the water system.

Indemnity. The District agrees to indemnify, hold harmless and defend the City from all loss, cost, damage, and expense, including attorney's fees, relating to any claim arising out of the use by the District of the emergency domestic water service other than such claims as result from the gross negligence or intentional conduct of the City or its agents, designees or assigns.

Entire Agreement. This Agreement represents the entire agreement between the parties. No change, modification, termination or attempted waiver of any of the provisions of the Agreement shall be binding on either party except by means of a signed writing by authorized representatives of each party. This Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

Waiver. Failure by either party 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 compliance and performance of that or other provision of this Agreement at any time thereafter.

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

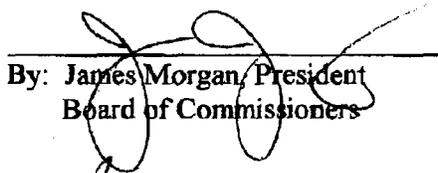
Successors. This Agreement shall be binding on the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF BONNEY LAKE

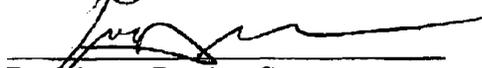
VALLEY WATER DISTRICT


By: Bob Young, Mayor


By: James Morgan, President
Board of Commissioners

Approved as to form:


James J. Dionne, City Attorney
Jeffrey Cannon, Asst. City Atty


By: Marcus Rawley, Secretary
Board of Commissioners


By: Ted Miller
Board of Commissioners

Interlocal Agreement For Interim Fire Flow Intertie

THIS AGREEMENT is entered into on the date of execution noted below, by and between the City of Bonney Lake ("the City") and Valley Water District ("the District").

Whereas, Adrian Taylor ("Owner") desires to construct a storage building within Valley Water District Service area, but within the City's corporate boundaries; and

Whereas, the District cannot currently provide fire flow to meet the City's standards; and

Whereas, the City has the ability to provide fire flow for this project; and

Whereas, the City is willing to provide the District with an intertie for this limited purpose;

NOW, THEREFORE, the parties hereby agree as follows:

1. The City agrees to provide the District with a limited intertie, for the sole purpose of allowing the District to supply necessary fire flow to the property located at 10221 214th Ave E, Pierce County parcel number 051902-204-0 ("the Property"). The intertie shall not be used to serve any other property, and shall not be used to provide domestic water supply or any service other than fire flow. The intertie shall only be connected to the limited fire flow system serving the Property (including a limited number of hydrants), which system shall stand alone and shall not be connected to any other portion of the District's water system. Only the City may operate the intertie valve. Upon fulfillment of the conditions precedent to the City's obligation to provide the limited intertie under this Agreement, the City shall activate the limited intertie within ____ days notice from the District, but not until the District provides such notice to the City.
2. The intertie, consisting of a transmission line and valve meeting City standards, extending from the City's existing water system to the boundary of the City's water system service area, and such facilities as deemed appropriate on the District's side of that boundary, shall be constructed by the Owner of the Property, at his or her expense, consistent with a separate agreement between the City and the Owner. The City's obligations under this Agreement shall be conditioned upon the satisfactory construction of these facilities and the City's acceptance of so much of them as lie within the City's water service area.
3. As an additional condition precedent to the City's obligations hereunder, the District shall pay the City the non refundable sum of \$ 2872, which shall represent a fair pro rata fire flow portion of the City's current system development charge. In addition, upon activation of the intertie, the District shall pay the City's monthly fire flow standby charge as set out in BLMC 13.04.100(F), as may be amended from time to time in the City's sole discretion in one payment for the entire year upon billing by the City. The

Owner shall be a water customer of the District and not of the City, and the parties hereto anticipate that the District may pass the costs referred to in this section through to the Owner; *provided*, that the District's inability to do so, for whatever reason, shall not relieve it of its obligation to pay these amounts to the City.

4. The City shall have the right to terminate this Agreement upon 60 days written notice to the District, upon determining, in its sole opinion, that the District is able to supply fire flow to the Property consistent with City standards as the standards exist on the date of this Agreement. The District shall have the right to terminate this Agreement for any reason upon 60 days written notice to the City. The District agrees to take reasonable measures to obtain the ability to provide fire flow to the Property as soon as reasonably practicable. At the conclusion of the 60 day termination notice period, the City shall abandon and disconnect the interim intertie, at the District's expense.

5. The District shall defend, indemnify and hold the City harmless from and against any and all claims or suits, of any kind, arising in any way out of the District's performance of its obligations under this Agreement. This obligation shall survive the termination of this Agreement.

6. The City shall defend, indemnify and hold the District harmless from and against any and all claims or suits, of any kind, arising in any way out of the City's performance of its obligations under this Agreement. This obligation shall survive the termination of this Agreement.

7. Nothing in this Agreement is intended to create any third party beneficiaries to this Agreement. This Agreement constitutes the entire agreement of the parties regarding its subject, and no prior agreement, written or oral, shall have any force or effect except as specified above. This Agreement shall be construed under the laws of the State of Washington. Each party acknowledges that it has had the opportunity to have the document examined by legal counsel of its own choosing, and has negotiated for the terms of the Agreement so neither party shall be presumed to have drafted the Agreement for purposes of its interpretation. This Agreement shall be binding on the heirs, successors and assigns of the parties. The agreement may not be modified except in writing signed by authorized representatives of each party. Venue for any action to enforce this Agreement shall be in Pierce County, Washington, and the prevailing party in any such action shall be entitled to an award of its costs and reasonable attorneys' fees.

8. This is an Interlocal Agreement under Ch. 39.34 RCW. Therefore, it shall take effect only upon execution by both parties and filing with the Pierce County Auditor.

CITY OF BONNEY LAKE

VALLEY WATER DISTRICT



Mayor Bob Young



District Manager

Date: 02/20/03

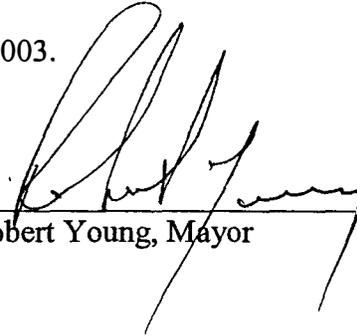
Date: 2-10-03

RESOLUTION NO. 1069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT WITH VALLEY WATER DISTRICT.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor authorized to sign the agreement attached hereto and incorporated herein by this reference.

PASSED by the City Council this 11TH day of February 11, 2003.



Robert Young, Mayor

ATTEST:



~~Gayle Butcher, City Clerk~~
Harwood T. Edvalson, Pro Tem

APPROVED AS TO FORM:

James Dionne, City Attorney

RECEIVED

MAR 2 1999

WATER PROGRAMS



City Hall

March 1, 1998

Susan Clark
Associate Planner
9315 Gravelly Lake Drive SW
Lakewood, WA 98499-1502

Re: Water Service Boundary Adjustment

Dear Ms. Clark:

The City of Bonney Lake and Auburn have arranged a boundary line adjustment between our growing systems in the Lakeland area that will best accommodate the developers needs and provide a good division between our two systems. This new boundary will allow Auburn to extend their high pressure zone to a developing area on the west of Lakeland Way and give The City of Bonney Lake some of the Auburn area further south that will most easily be served by the Bonney Lake System. This boundary line adjustment was done in cooperation with Auburn as was anticipated in the settlement agreement with Auburn.

Could you process this boundary line adjustment and send Lara Mckinnen of Auburn and myself confirmation of this change? Thank you for your assistance. Let me know if you need any additional information.

Sincerely,


Seth Boettcher
Public Works Director

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87-99

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RESOLUTION NO. 3018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SERVICE AREA AGREEMENT BETWEEN THE CITY AND THE CITY OF BONNEY LAKE TO ESTABLISH A BOUNDARY BETWEEN THEIR CONTIGUOUS SERVICE AREA RELATING TO WATER SERVICE.

WHEREAS, Bonney Lake is engaged in the business of providing water service to the public located in certain areas of Pierce County in the State of Washington; and

WHEREAS, the City of Auburn is engaged in the business of providing water service to the public located in certain areas of King and Pierce Counties in the State of Washington; and

WHEREAS, the parties desire to enter into a formal Service Area Agreement to establish a boundary between their contiguous service area in Pierce County in order to avoid any duplication or overlap of water service and to provide the most efficient service to their respective customers; and

WHEREAS, the City of Auburn and the City of Bonney Lake have entered into a Settlement Agreement related to water service to the Lakeland Hills South development in which, according to Section 9, the Cities have agreed to work together cooperatively to facilitate a practical efficient boundary between the two systems.

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NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN,
WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH
RESOLVES THAT:

Section 1. The Mayor and City Clerk of the City of
Auburn are herewith authorized to execute a Service Area
Agreement between the City and the City of Bonney Lake to
establish a boundary between their contiguous service area
relating to water service. A copy of said Agreement is
attached hereto, denominated as Exhibit "A" and made a part
hereof as though set forth in full herein.

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

DATED this 7th day of December, 1998.

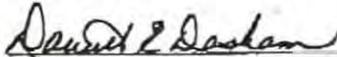
CITY OF AUBURN

Charles A. Booth

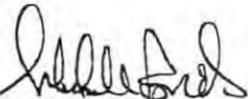
CHARLES A. BOOTH
MAYOR

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ATTEST:


Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:


Michael J. Reynolds,
City Attorney

SERVICE AREA AGREEMENT

This Agreement, dated December 10, 1998, is made and entered into by and between the City of Bonney Lake, a Washington municipal corporation, ("Bonney Lake") and the City of Auburn, a Washington municipal corporation ("Auburn").

Whereas, Bonney Lake is engaged in the business of providing water service to the public located in certain areas of Pierce County in the State of Washington. Auburn is engaged in the business of providing water service to the public located in certain areas of King and Pierce Counties in the State of Washington, and;

Whereas, the parties desire to enter into a formal service area agreement to so establish a boundary between their contiguous service area in Pierce county in order to avoid any duplication or overlap of water service and to provide the most efficient service to their respective customers, and;

Whereas, The City of Auburn and the City of Bonney Lake have entered into a Settlement Agreement related to water service to the Lakeland Hills South development in which, according to section 9, the Cities have agreed to work together cooperatively to facilitate a practical efficient boundary between the two systems.

Bonney Lake and Auburn therefore agree as follows:

1. This Agreement is entered into pursuant to the Pierce County Coordinated Water System Plan which Plan and Appendices are incorporated herein by this reference.
2. The contiguous water service boundary between Bonney Lake and Auburn is agreed upon by both parties as shown on the attached maps (Exhibit "A") and as described in Exhibit "B", which by this reference are incorporated herein.
3. Bonney Lake and Auburn may by mutual written amendment(s) to this Agreement make such adjustments to the service boundary as they may mutually agree upon from time to time so that water service to new service locations in close proximity to the service boundary may be provided in an efficient, effective and economical manner. Any such adjustments shall be documented by modifying the attached maps which when so modified and agreed to by the parties shall constitute amendments to this Agreement. Minor adjustments consisting of ten acres or less may be authorized by the Public Works Director or Superintendent of each party.
4. Except as specifically set forth herein, this Agreement shall not modify the Settlement Agreement referenced above.

Service Area Agreement
City of Bonney Lake and City of Auburn
11/16/98

Page 1 of 3

Exhibit "A"
Resolution No. 3018
City of Auburn

Exhibit A



1"=800'

PROPOSED AUBURN/BONNEY LAKE
 WATER SERVICE AREAS
 SECTION 06-20-05

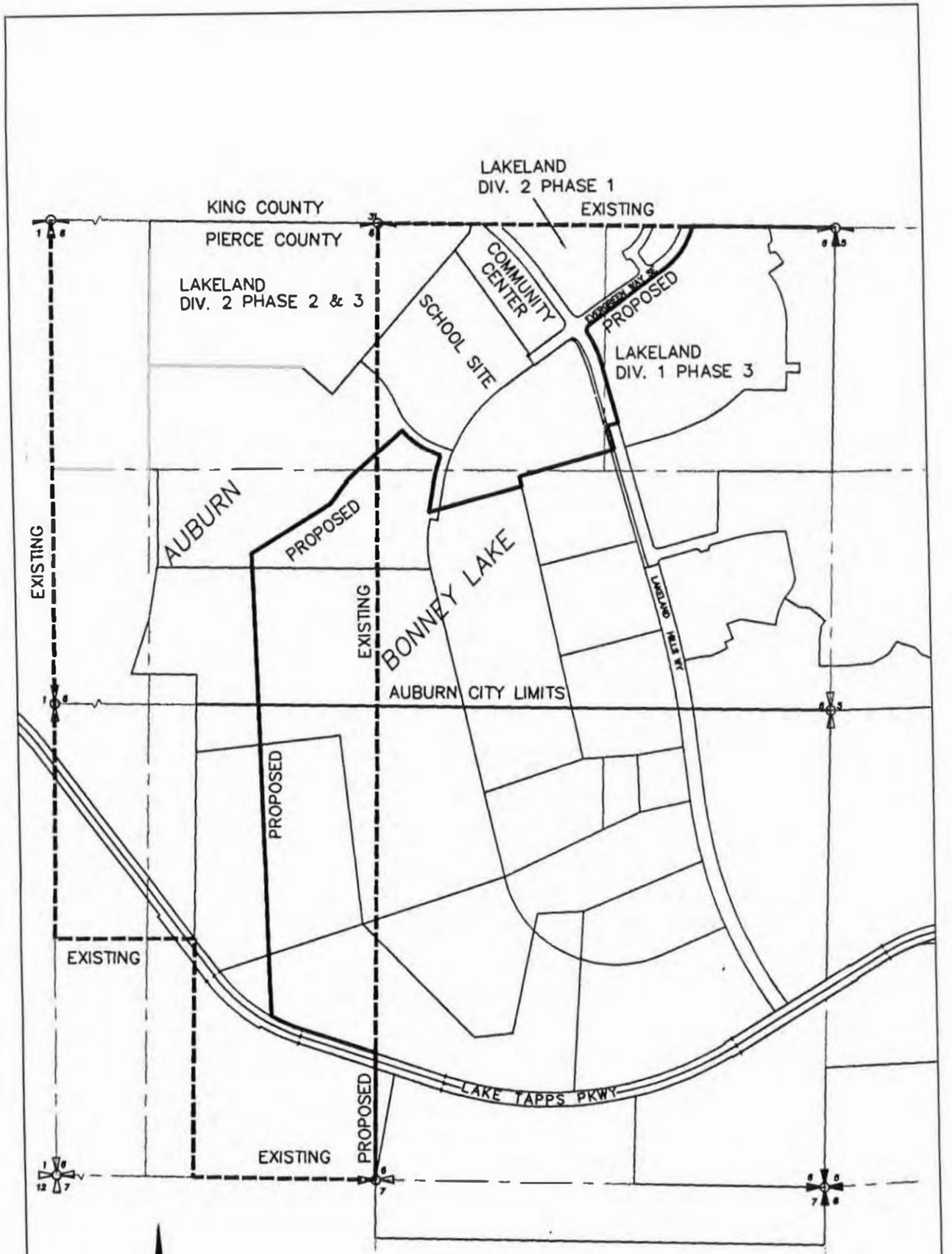
DBM CONSULTING ENGINEERS

LEGAL DESCRIPTION FOR PROPOSED AUBURN/BONNEY LAKE WATER SERVICE AREAS OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 5 EAST OF W.M., PIERCE COUNTY, WASHINGTON;
LINE DESCRIBED AS THE BORDER BETWEEN THE CITY OF AUBURN AND BONNY LAKE WATER SERVICE AREAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 5 EAST; THENCE NORTH 01° 12' 59" EAST A DISTANCE OF 713.61 FEET TO THE NORTHERLY MARGIN OF LAKE TAPPS PARKWAY EAST;
THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF SAID PARKWAY, NORTH 71° 22' 39" WEST A DISTANCE OF 440.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING NORTH 18° 37' 21" EAST A DISTANCE OF 960.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11° 22' 29", AN ARC DISTANCE OF 190.59 FEET;
THENCE LEAVING SAID MARGIN NORTH 01° 28' 45" WEST A DISTANCE OF 2,629.81 FEET;
THENCE NORTH 58° 56' 04" EAST A DISTANCE OF 532.96 FEET;
THENCE NORTH 37° 29' 20" EAST A DISTANCE OF 178.29 FEET;
THENCE NORTH 49° 21' 27" EAST A DISTANCE OF 410.04 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS POINT BEARING NORTH 49° 37' 08" EAST HAVING A DISTANCE OF 454.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27° 21' 25" AN ARC DISTANCE OF 216.77 FEET;
THENCE SOUTH 67° 44' 15" EAST A DISTANCE OF 47.08 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS POINT BEARING SOUTH 69° 16' 55" EAST A DISTANCE OF 927.50 FEET THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10° 09' 01" AN ARC DISTANCE OF 164.31 FEET;
THENCE SOUTH 10° 34' 04" WEST A DISTANCE OF 163.57 FEET;
THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF LOT G OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE #9808310329, NORTH 75° 13' 36" EAST A DISTANCE OF 548.99 FEET TO THE EASTERLY LINE OF LOT G;
THENCE NORTH 11° 28' 56" WEST A DISTANCE OF 56.64 FEET TO THE SOUTHERLY LINE OF LOT B PER SAID BOUNDARY LINE ADJUSTMENT;
THENCE NORTH 75° 13' 36" EAST A DISTANCE OF 560.63 FEET TO THE WESTERLY MARGIN OF LAKELAND HILLS WAY S.E.;
THENCE NORTH 14° 46' 24" WEST A DISTANCE OF 138.04 FEET;
THENCE LEAVING SAID WESTERLY MARGIN NORTH 75° 13' 36" EAST A DISTANCE OF 63.00 FEET TO THE EASTERLY MARGIN OF LAKELAND HILLS WAY S.E.;
THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID MARGIN NORTH 14° 46' 24" WEST A DISTANCE OF 353.16 FEET TO THE BEGINNING OF A

CURVE TO THE LEFT HAVING A RADIUS POINT BEARING SOUTH 75° 13 ' 36"
WEST A DISTANCE OF 545.67 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A
CENTRAL ANGLE OF 19° 07' 09" AN ARC DISTANCE OF 182.08 FEET TO THE
POINT OF A CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING
NORTH 60° 27' 56" EAST A DISTANCE OF 35.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A
CENTRAL ANGLE OF 84° 32' 04" AN ARC DISTANCE OF 51.64 FEET; THENCE
NORTH 55° 00' 00" EAST A DISTANCE OF 208.52 FEET; THENCE NORTH 53° 05'
27" EAST A DISTANCE OF 150.08 FEET;
THENCE NORTH 55° 00' 00" EAST A DISTANCE OF 166.23 FEET TO THE
BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING
NORTH 35° 00' 00" WEST A DISTANCE OF 430.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A
CENTRAL ANGLE OF 37° 44' 40" AN ARC DISTANCE OF 283.27 FEET TO THE
POINT OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING
NORTH 72° 44' 00" WEST A DISTANCE OF 1,030.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A
CENTRAL ANGLE OF 00° 56' 13" AND AN ARC DISTANCE OF 16.84 FEET TO
THE NORTHERLY SECTION LINE OF SECTION 6, TOWNSHIP 20 NORTH,
RANGE 5 EAST;
THENCE ALONG THE NORTH LINE OF SECTION 6 SOUTH 88° 34' 43" EAST A
DISTANCE OF 808.23 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6
TERMINUS OF SAID BOUNDARY

98119C.001



PROPOSED AUBURN/BONNEY LAKE
 WATER SERVICE AREAS
 SECTION 06-20-05

DBM CONSULTING ENGINEERS

Bonney Lake
ORIGINAL NO 1
Res 1014

**STANDARD SERVICE AGREEMENT
ESTABLISHING WATER UTILITY
SERVICE AREA BOUNDARIES**

PREAMBLE

THIS AGREEMENT establishing water utility service area boundaries is entered into this day for purposes of identifying the external boundaries of the service area for which this water purveyor has assumed water service responsibility.

WHEREAS, service area agreements are required by WAC 246-293-250 to help assure that water reserved for public water supply purposes within Pierce County will be utilized in the future in an efficient and planned manner; and

WHEREAS, the designation of retail water service area and future service planning areas, together with the cooperation of other utilities, will help assure efficient planning to accommodate growth, avoid duplication of service, and facilitate the best use of resources; and

WHEREAS, The responsibilities applicable to water purveyors are outlined in the Pierce County Coordinated Water System Plan (CWSP) and by the adopted rules and regulations of the Washington State Department of Health (DOH); and

WHEREAS, It is not the intent of this Agreement to give new authority or responsibilities to the water purveyor or to the County or State regulatory agencies, in addition to those requirements imposed by law; and

NOW, THEREFORE, the undersigned party, having entered into this Agreement by its signature, concur with and will abide by the following provisions:

Section 1. The terms used within the contract shall be as defined in the implementing regulations of Chapter 70.116 RCW, except as identified below.

- A. Lead Agency shall mean the department or organization within Pierce County that has been designated by the Pierce County Executive as being administratively responsible for the coordination and filing of the Pierce County Water Service Area map, Standard Service Agreement Establishing Water Utility Service Area Boundaries, Agreements for Retail Service Areas, Utility Service Policies, and other administrative documents necessary for the implementation of the Pierce County CWSP.
- B. Pierce County Coordinated Water System Plan (CWSP) shall mean the plan adopted by the Pierce County Council for public water systems within critical water supply service areas within Pierce County which identifies the present and future needs of the systems and sets forth means for meeting those needs in the most efficient manner possible.

- C. Pierce County Water Service Area Map shall mean the map referenced in this Agreement for the retail service area signed by the water purveyor, except as amended in accordance with the CWSP procedures and with the concurrence of the affected water purveyors.
- D. Retail Service Area shall mean the designated geographical area within Pierce County in which the undersigned water purveyor assumes full responsibility for providing water service to individual customers.
- E. Utility Service Policies shall mean those policies and conditions of service that are attached to the provision of water service for individual customers. The identified policies and conditions of service are those conditions incorporated within the water purveyor's water system improvement and expansion plans required under the provisions of the Public Water Systems Coordination Act and DOH.

Section 2. Lead Agency. The lead agency for administering the Pierce County Water Utility service area agreements shall be the Pierce County Department of Public Works and Utilities unless otherwise established by the Pierce County Executive. The lead agency shall function only as a coordination center. The lead agency will maintain the original documents and will be responsible for updating the water system map and agreements as provided for in the CWSP.

Section 3. Authority The authority for this Agreement is granted by the Public Water Systems Coordination Act of 1977, Chapter 70.116 RCW.

Section 4. Service Area Boundaries. The undersigned Water Purveyor acknowledges that the Pierce County Water Service Area Maps identifying its retail service area boundaries, dated 7-23-02 and included as Attachment A to this Agreement, identify the Water purveyor's present and future service area. The undersigned further acknowledges that there are no service area conflicts with an adjacent water utility or purveyor, or, if such a conflict exists, agrees that no new water service will be extended within disputed areas except as stipulated in an adjudication by DOH.

This agreement shall apply to service areas existing as of August, 1994, and to the service area boundaries identified in the above referenced maps, or as shown on current revisions thereof, provided that no revisions of service areas shown on these maps shall be made without prior written concurrence of the water utilities/purveyors involved and such written concurrence is filed with the Lead Agency. Revisions may also require an amendment to the purveyor's or utility's service plans.

Section 5. Boundary Adjustments. If, at some time in the future it is in the best interest of the undersigned parties to make service area boundary adjustments, such modifications must be by written concurrence of all involved utilities and the proper legislative authority(ies), and must be noted and filed with the designated Pierce County lead agency and DOH. It is understood by the undersigned utility that it may decline to provide service within its designated service area boundary, but in that case, an applicant may be referred to other adjacent purveyors or utilities or a new utility may be created and the original service area

boundary will be adjusted accordingly. In accordance with this provision it is the intent of the City of Bonney Lake to retract its service area as shown in attachment A and the City of Bonney Lake does hereby agree and allow the City of Tacoma to assume the water service within the retracted area.

Section 6. System Extension Policies. The undersigned utility agrees that in order to expand its existing water service area, (other than by addition of retail customers to existing water mains), or to serve in the capacity of a prequalified satellite system management agency (SSMA), it shall have adopted design standards and Utility Service extension policies. The design standards shall meet or exceed the Pierce County Water System Minimum Standards and Specifications.

A water utility anticipating expansion of retail service in unincorporated areas of Pierce County, or intending to operate as an SSMA, shall identify utility service policies in its updated water system plan. The undersigned utility agrees to identify, for information, its utility service policies or provide a copy of the updated water system plan to the Lead Agency prior to application for extension of its existing water system into new service areas within the unincorporated areas of Pierce County.

Municipalities further agree that if they identify a service area outside of their existing municipal corporate boundaries, the municipality will assume full responsibility for providing water service equivalent to the level of service provided for their customers inside the city limits with similar service requirements, and must also meet or exceed Pierce County's minimum design standards.

Section 7. Special Working Agreements. Special working agreements, if they exist and are relevant, between this water purveyor and an adjacent water purveyor shall be attached to this Agreement as Attachment B and incorporated herein by this reference.

Section 8. Compliance with the CWSP. Nothing in this Agreement shall waive any requirement of the state, federal or local government regarding the provision of water service. This Agreement shall comply with the interlocal agreement requirement of the CWSP.

IN WITNESS WHEREOF, the undersigned party has executed this Agreement as of _____

City of Bonney Lake, WA
Water Purveyor
[Signature]
Representative
Mayor
Title

Receipt Acknowledged:

[Signature] Aug 15, 2002

Pierce County Public Works and Utilities Department

ORIGINAL NO. 1
Rev 10/14

Date _____

STANDARD SERVICE AGREEMENT
ATTACHMENT B

Utility shall include copies of separate agreements, relating to common service areas, transfer arrangements, special working agreements, and/or retail service agreements with adjacent utilities. These agreements will be included by reference in this Interlocal Agreement.

INTERLOCAL AGREEMENT
ATTACHMENT C

DESCRIPTION OF NEW WATER SERVICE REFERRAL
IN SATELLITE MANAGEMENT AREAS

The following is a description of the process to be utilized by Pierce County in identifying the responsible water purveyor for providing new water service in Satellite Management Areas as identified in the Pierce County Water Service Area Maps. These Satellite Management areas are of two types: "Interim Satellite System Management Areas", in which several purveyors may have proposed expansion of existing systems into commons areas, and a "Satellite System Management Area", in which there is not presently a water system nor the likelihood of extending an existing system in the near future. In these areas the following priorities shall be applied by Pierce County and DOH:

Interim Satellite System Management Areas - Extension of Service

1. When a need for new public water service is identified in an area for which the assignment of a designated future service area is pending; the Lead Agency shall identify the purveyors having a declared interest in future service in that geographical area either through an extension of an existing system or through temporary satellite system operation, and which have a written plan to extend service to an area from an adjacent system.
2. The Applicant for service shall be provided a list of qualified purveyors.
3. The Applicant shall obtain, from the qualified purveyors, proposals which include description of new facilities, fire flow compliance, schedule, and cost.
4. The Applicant shall select from the proposals and notify the Lead Agency and DOH, in writing, attaching a copy of the selected proposal. If the Lead Agency or DOH determines that the proposal does not meet the requirements of State law, County ordinance, the Coordinated Water System Plan, or the Comprehensive Land Use Plan it may be rejected by written notice and the Applicant will be referred to the qualified purveyors for revised proposals.
5. If a purveyor and applicant notify the Lead Agency, in writing, that the purveyor is in a position to begin construction of capital facilities and that a designation of future service area is required, the Lead Agency shall notify adjacent purveyors and determine if a service area agreement can be reached. If not, the matter will be referred to the Water Utility Coordinating Committee (WUCC). The WUCC shall determine whether the need is valid and shall take one of the following actions:
 - a. Direct the Lead Agency to continue negotiations to reach an agreement with adjacent purveyors.

- b. Establish a process within the Committee to resolve the service area among the purveyors.
 - c. Refer the request to DOH for formal resolution.
6. If the proposal is approved, the Applicant shall enter into a contract for water service with the selected purveyor.
 7. A new water system is installed only if this alternative is approved by DOH.

Satellite System Management Areas

1. The County Lead Agency determines adjacent utilities and prequalified Satellite System Management Agencies and provides a list of these to the applicant for service.
2. The applicant shall obtain proposal for water service from the list of prequalified purveyors, select the preferred alternative and submit a notice of selection to the County's Lead Agency for filing.
3. The applicant shall enter into a contract with the selected purveyor.
4. The County Lead Agency shall modify the service area records in accordance with Step 3.

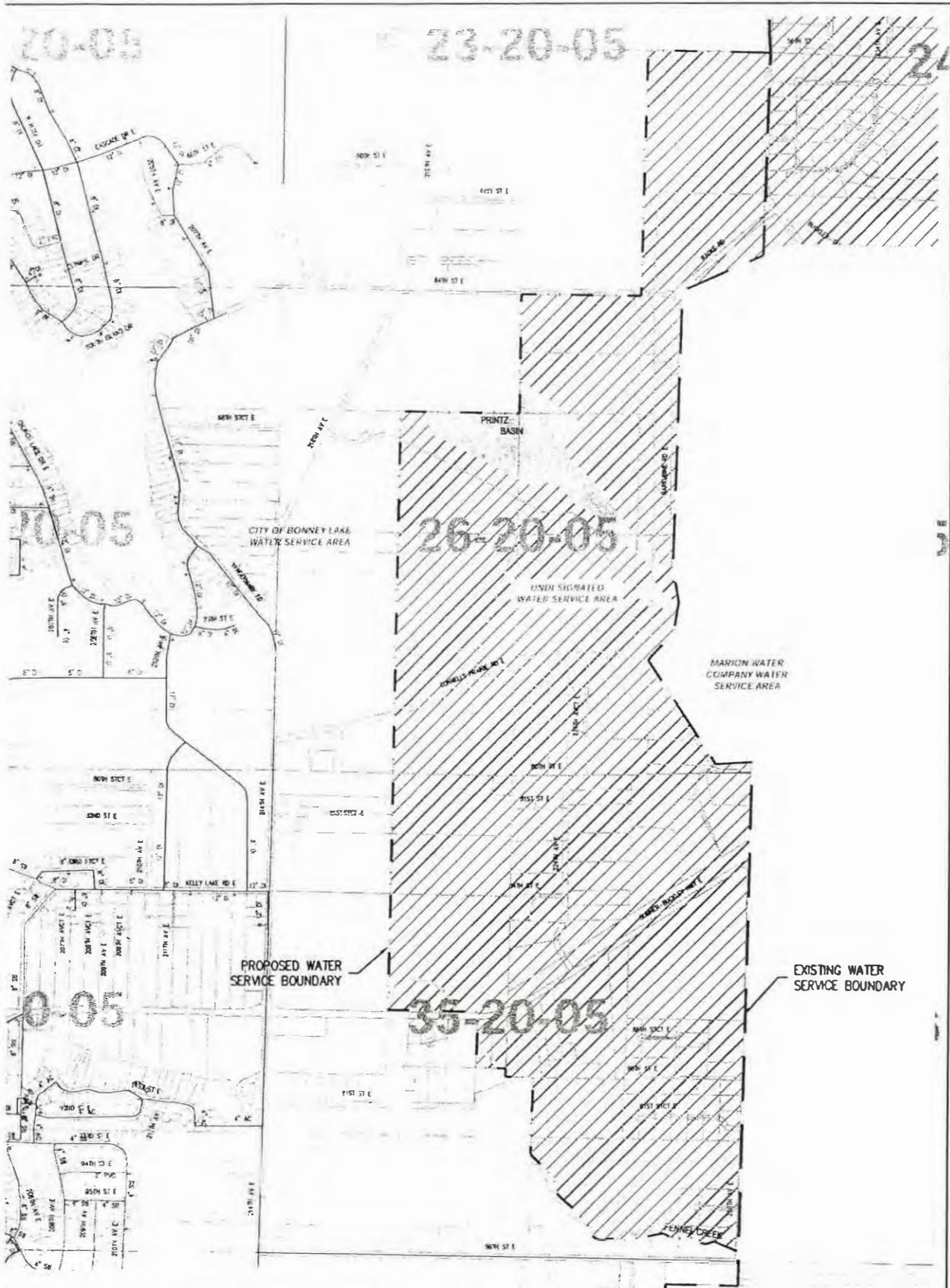


EXHIBIT A
WATER SERVICE AREA
MODIFICATION



7-23-02
Res 1014

BONNEY
Lake

SCALE: 1"=1000'

Bonney Lake

SERVICE AREA AGREEMENT
(supplemental to the coordinated water system plan boundary agreement)

This Agreement, dated March 10, 1998, is made and entered into by and between the City of Bonney Lake, a Washington municipal corporation, ("Bonney Lake") and the City of Tacoma, Water Division, a Washington municipal corporation ("Tacoma").

Bonney Lake is engaged in the business of providing water service to the public located in certain areas of Pierce County in the State of Washington. **Tacoma** is engaged in the business of providing water service to the public located in certain areas of Pierce and King counties in the State of Washington.

The parties desire to enter into a formal service area agreement to so establish a boundary between their contiguous service area in Pierce County in order to avoid any duplication or overlap of water service and to provide the most efficient service to their respective customers.

Bonney Lake and **Tacoma** therefore agree as follows:

1. This Agreement is entered pursuant to the Pierce County Coordinated Water System Plan which by this reference said Plan and Appendices are incorporated herein.
2. The contiguous water service boundary between **Bonney Lake** and **Tacoma** is agreed upon by both parties as shown on the attached maps dated February 1998 and numbered from 1 to 7, which by this reference are incorporated herein.
3. **Bonney Lake** and **Tacoma** may by mutual written amendment(s) to this Agreement make such adjustments to the service boundary as they may mutually agree upon from time to time so that water service to new service locations in close proximity to the service boundary may be provided in an efficient, effective and economical manner. Any such adjustments shall be documented by modifying the attached maps which when so modified and agreed to by the parties shall constitute amendments to this Agreement. Minor adjustments consisting of ten acres or less may be authorized by the Director or Superintendent of each party.
4. It is understood that the parties may continue to serve existing water service customers who are located within the boundaries of the other party's service area boundary. However, a customer may be transferred to the other party's system upon mutual written agreement between the parties setting out the specific terms of such transfer.

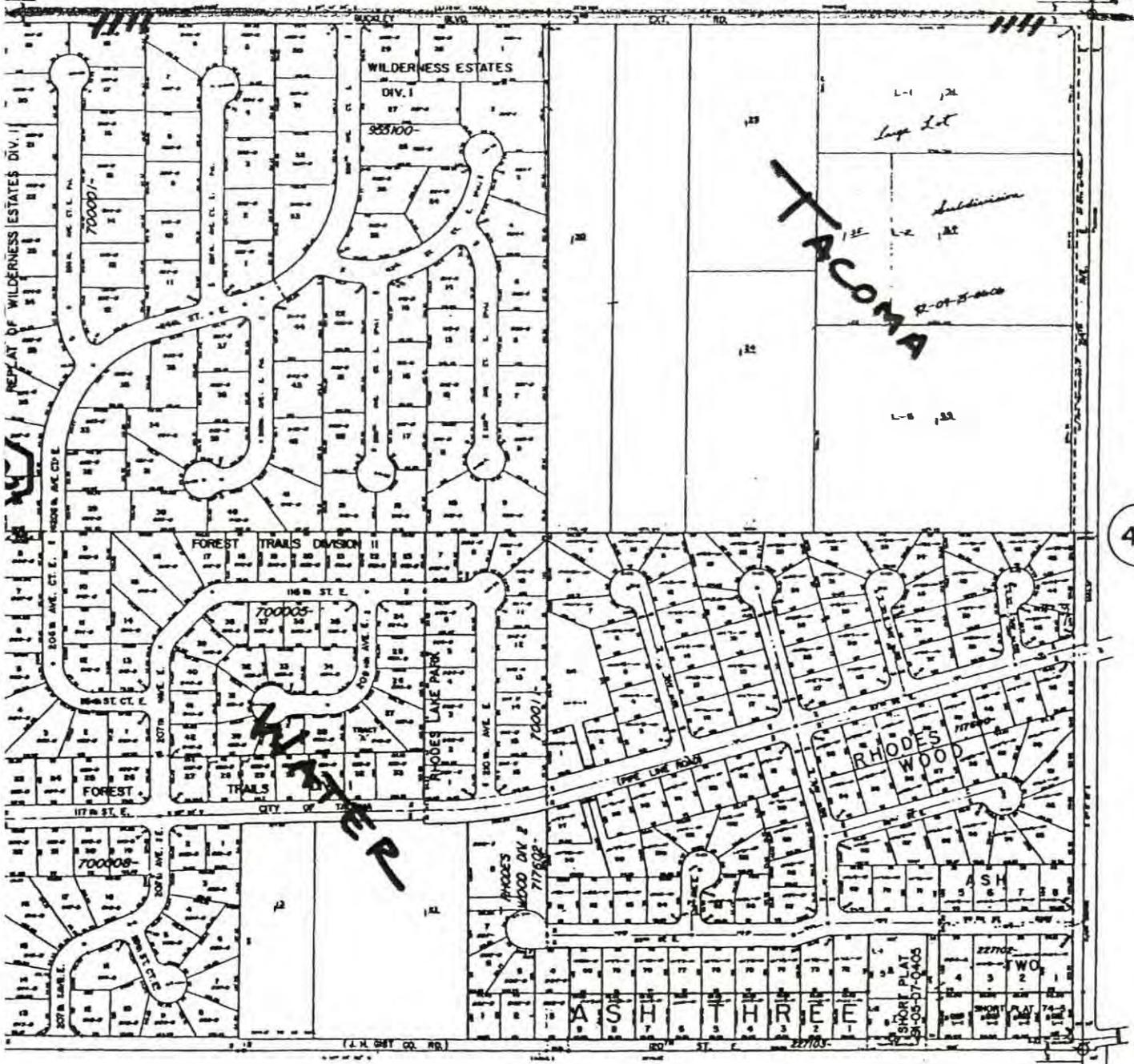
City of Bonney Lake, Public Works
By: Seth Boettcher
Seth Boettcher, Public Works Director
Date signed: 10-11-98

City of Tacoma, Water Division
By: Kenneth J. Merty
Kenneth J. Merty, Water Superintendent
Date signed: 2/25/98

Approved as to Form & Legality
Mark Eberhart
Chief Assistant City Attorney

CITY OF BONNEY LAKE WATER

VIEW
ROYAL
WATER



42

40

NE 10 T 19 R 5

37

NE 10-19-5E

WATER SERVICE AREAS

1

FEB. 1998

BONNEY LAKE WATER

BONNEY LAKE WATER



32

3

37

1

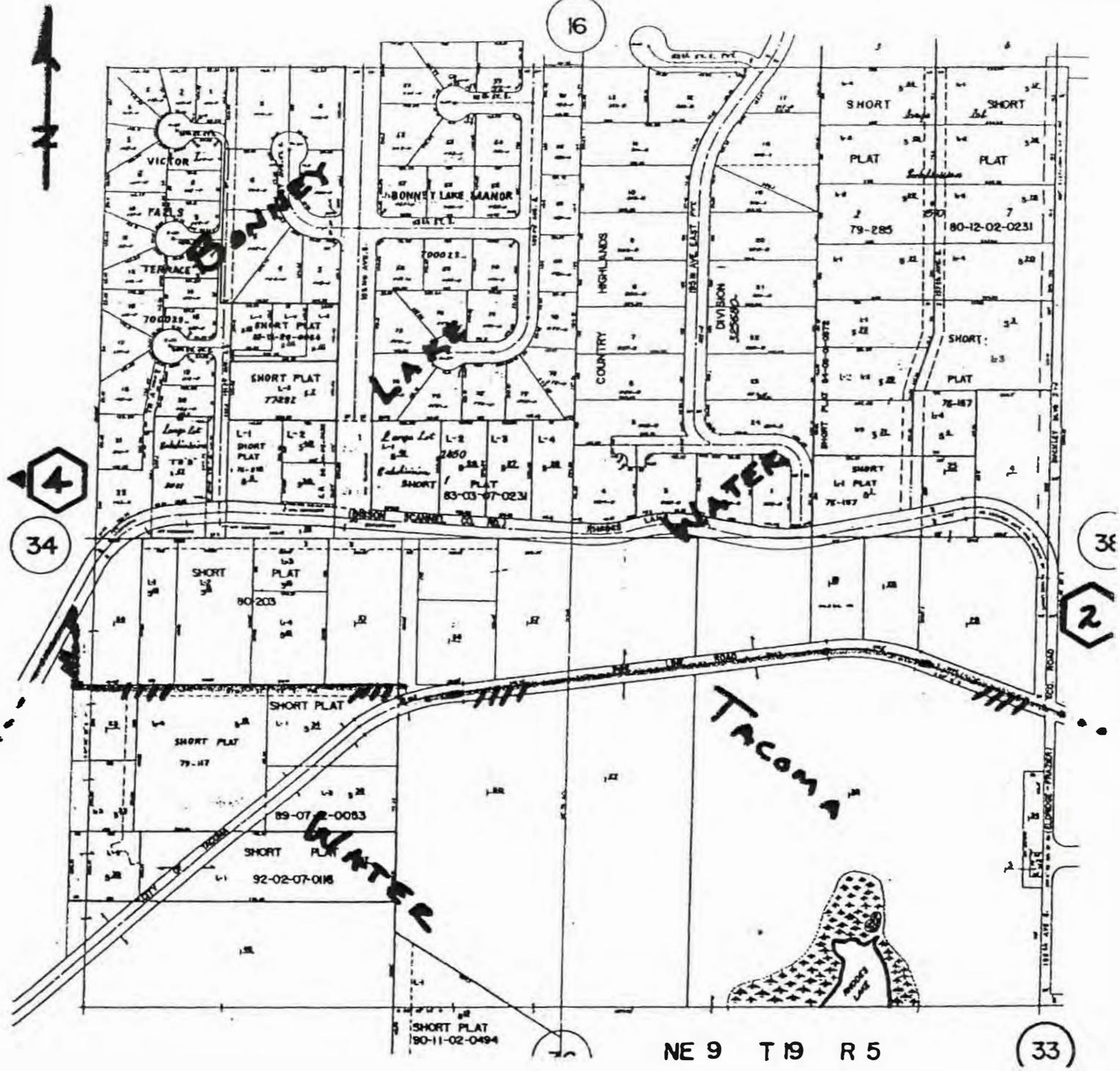
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SCALE
-- NW 10 T 19 R 5

38

2

FEB. 1998



3

FEB. 1998

15

BONNEY

Lake

Water

Water

TACOMA

35

NW 9 T19 R5E

34

SCALE

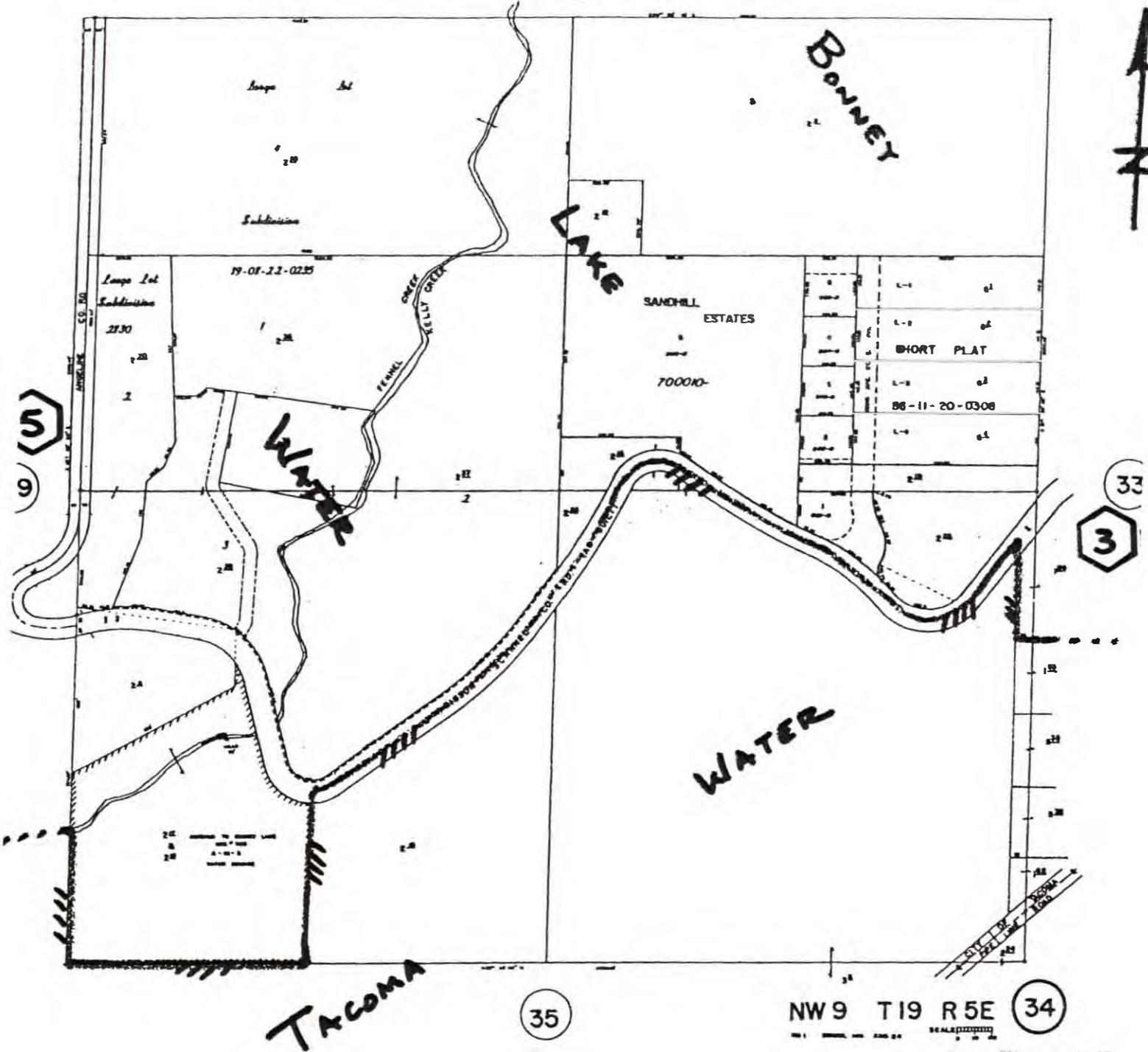


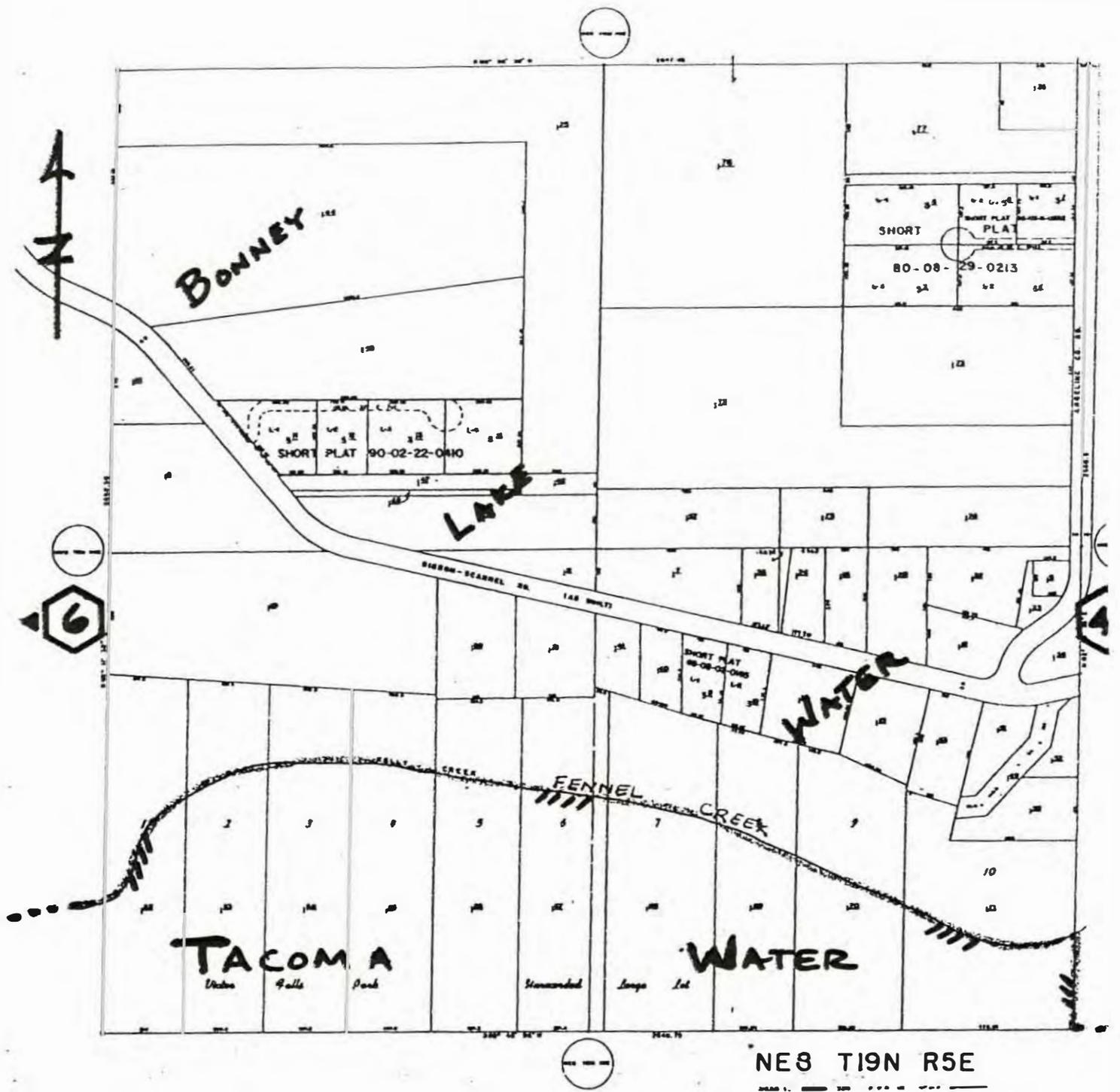
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33
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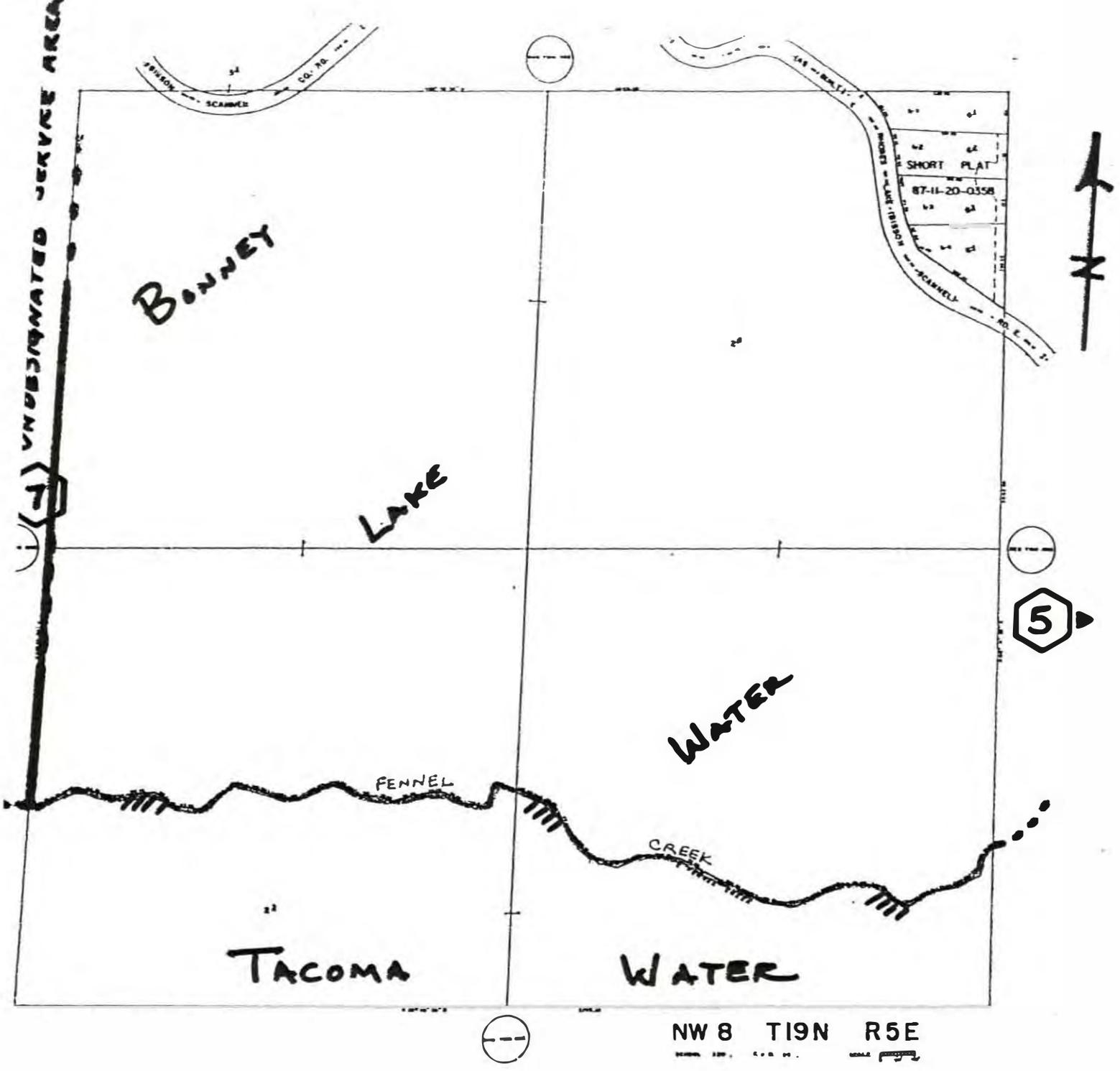
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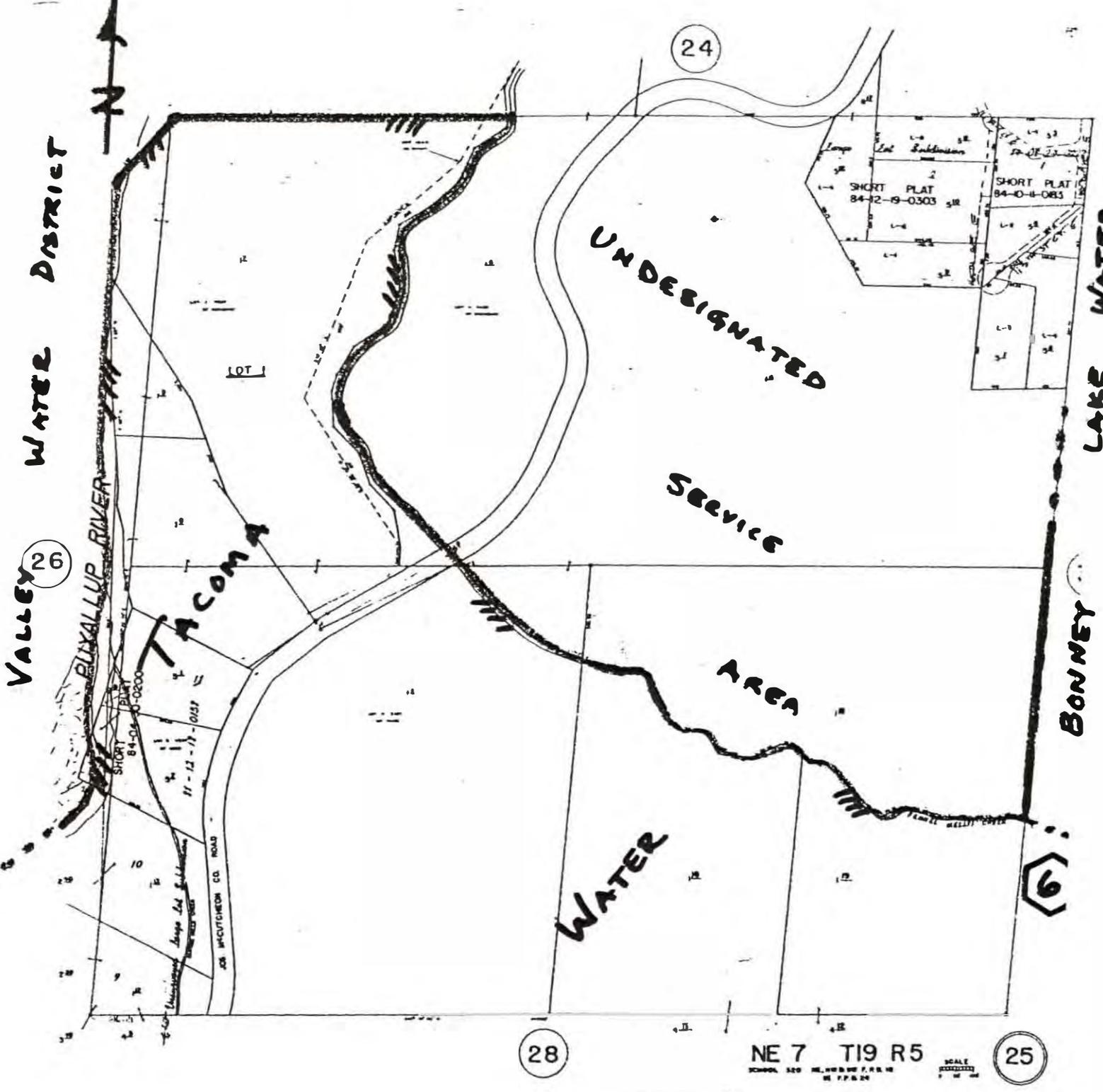
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FEB. 1998



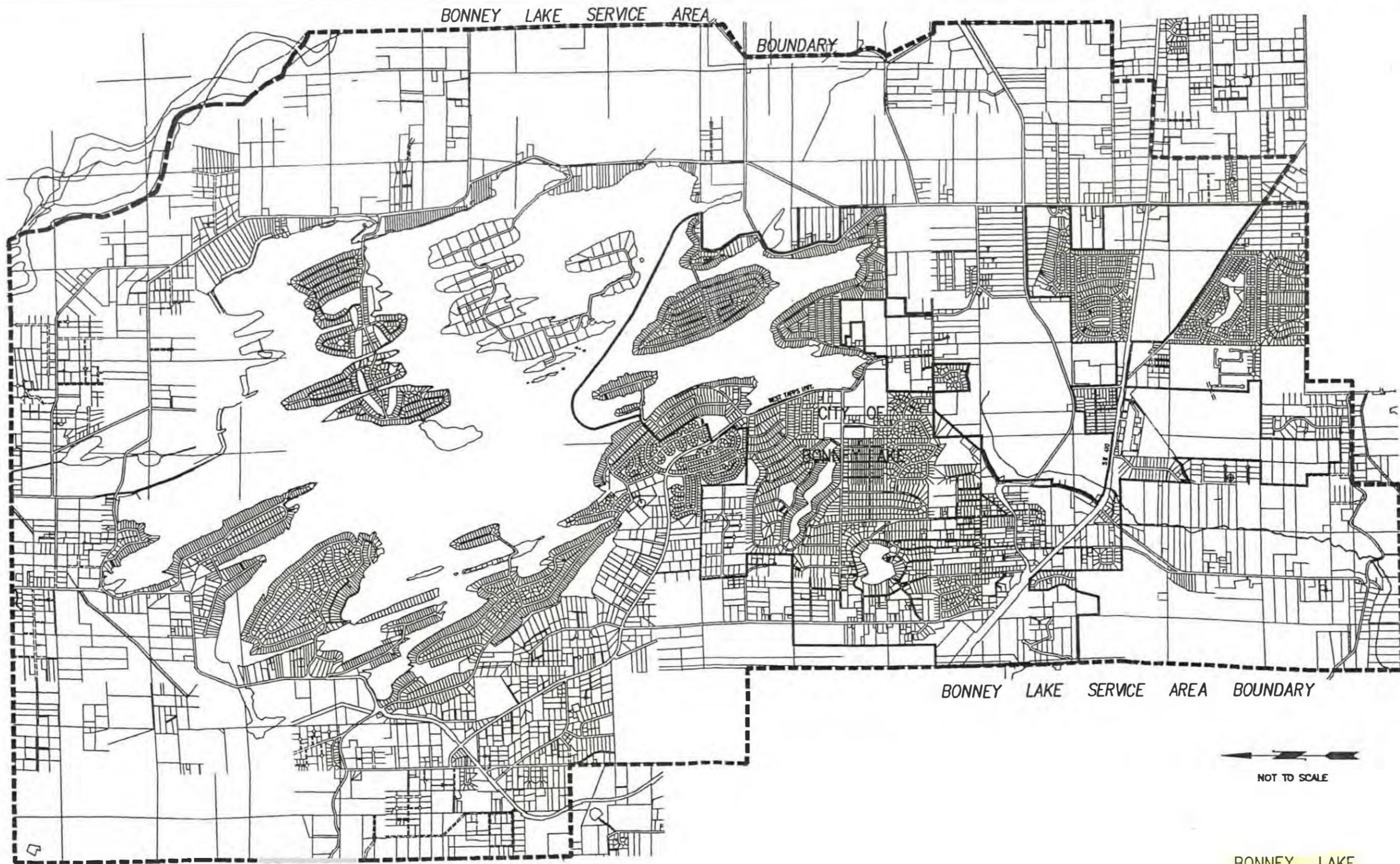
6

FEB. 1998



7

FEB. 1998



BONNEY LAKE SERVICE AREA

BOUNDARY

BONNEY LAKE SERVICE AREA BOUNDARY

NOT TO SCALE

BONNEY LAKE
PERCE COUNTY WASHINGTON

BONNEY LAKE
SERVICE AREA MAP

FIG. 1.1

1973
WSA Legal Description

ORDINANCE NO. 391

AN ORDINANCE PROVIDING FOR THE FILING WITH THE BOUNDARY REVIEW BOARD OF PIERCE COUNTY A NOTICE OF INTENTION OF THE CITY OF BONNEY LAKE TO EXTEND AND GAIN APPROVAL OF EXTENSION OF PERMANENT WATER SERVICES OUTSIDE OF THE EXISTING CORPORATE BOUNDARIES OF THE CITY OF BONNEY LAKE

THE CITY COUNCIL OF THE CITY OF BONNEY LAKE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: That the City, has a right and a duty to supply and provide for fire protection and acquisition and development of water systems and sources of supply therefor for its residents as set out in RCW 35.21.030, and has the right and obligation to procure an ample water supply for all residents as provided for in RCW 35.92.010 and has the right to acquire water districts or other private systems in accordance with RCW 35.92.012 and may extend water services outside the City limits in accordance with RCW 35.92.170 and may acquire property outside the City limits for water works, pipelines, distribution systems and extensions thereof necessary to furnish water service inside or outside the City in accordance with RCW 35.92.180 and has the right to acquire water rights in accordance with RCW 35.92.220 and that the City is not in competition with any other municipalities for the service of water to people inside or outside the City.

Section 2: That the City has the right to provide water services and fire protection for parties inside and outside the City in accordance with the above mentioned statutes and its own ordinances.

Section 3: That the City has previously passed by ordinance or ordinances a plans and systems resolution for the expansion of its water system to areas outside the City and acquisition of certain prior water systems and having provided for the issuance of bonds to pay the costs thereof and provided for the repayment of said bonds from water revenues.

Section 4: That it is the further desire of the City to gain the approval of the Boundary Review Board of said expansion and other water service expansion within the areas as described in the attached legal description which is incorporated herein by this reference thereto as if set forth in full.

Section 5: That, to carry out the above, the City does hereby ordain and direct its desire to file with the Pierce County Boundary Review Board said City's notice of intention to expand and to gain the ratification of expansion of water systems into the areas covered in said attachment, and the comprehensive water service plan furnished to the City on September 12, 1973, Exhibit A, by Philip Botch & Associates, City Engineers, and does further direct the City Engineer and the City Manager to prepare said application and forward the same to the Pierce County Review Board for action thereon and to follow through with such necessary and proper action to gain approval of said expansion by said Boundary Review Board.

Section 6: That the City Manager is further authorized and directed to appropriate from the appropriate fund of the City a sum sufficient to pay the fees for said filing of said notice of intention and the implementation thereof as set forth in RCW 36.93.120.

PASSED by the City Council of the City of Bonney Lake, Washington, this 12th day of September, 1973, and signed in authentication thereof this 12th day of September, 1973.

Carl R. Whisler
MAYOR

APPROVED AS TO FORM:

City Attorney

ATTEST:

Patricia L. Lucas
City Clerk

Published:

News Review, Sumner, Washington
September 19, 1973, and September 26, 1973.

EXHIBIT A

CITY OF BONNEY LAKE
WATER SERVICE AREA

PIERCE COUNTY BOUNDARY REVIEW BOARD
NOTICE OF INTENTION FORM
ITEM 3

LEGAL DESCRIPTION

County of Pierce
State of Washington
Townships 19 and 20 North, Range 5 E.W.M.

Beginning at the NW corner of the E 1/2 of Section 6,
Township 20 North, Range 5 E.W.M.;

Thence S'ly along the west line of the E 1/2 of Sections 6, 7,
and 18 to the south line of Section 18;

Thence E'ly along said south line to the NW corner of Section
20;

Thence S'ly along the west line of Section 20 to the south
line of the NW 1/4 of Section 20;

Thence E'ly along said south line to the NW corner of the SE
1/4 of Section 20;

Thence S'ly along the west line of the SE 1/4 of Section 20 and continuing S'ly along the west line of the E 1/2 of Sections 29 and 32, Township 20 North, Range 5 E.W.M. to the north line of Township 19 North;

Thence S'ly along the west line of the E 1/2 of Sections 5 and 8, Township 19 North, Range 5 E.W.M. to the south line of Section 8;

Thence E'ly along said south line and the south line of Section 9 to the SE corner of Section 9;

Thence N'ly along the east line of Section 9 to the SW corner of Section 3;

Thence E'ly along the south line of Sections 3 and 2 to the SE corner of Section 2;

Thence N'ly along the east line of Section 2, Township 19 North, Range 5 E.W.M. to the south line of Township 20 North, Range 5 E.W.M.;

Thence N'ly along the east line of Sections 35, 26, 23, 14, and 11, Township 20 North, Range 5 E.W.M. to the westerly bank of the White River;

Thence NW'ly along said westerly bank in Sections 11 and 2 to the north line of Township 20 North, Range 5 E.W.M.;

Thence N'ly along the east line of Sections 35, 26, 23, 14, and 11, Township 20 North, Range 5 E.W.M. to the westerly bank of the White River;

Thence NW'ly along said westerly bank in Sections 11 and 2 to the north line of Township 20 North, Range 5 E.W.M.;

Thence W'ly along said north line being the north line of Sections 3, 4, 5, and 6 to the NW corner of the E 1/2 of Section 6, Township 20 North, Range 5 E.W.M. and the point of beginning.

DATED THIS 12TH DAY OF SEPTEMBER, 1973.

Carl R. Whister
MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

Patricia L. Lucas
CITY CLERK

Published:

News Review, Sumner, Washington
September 19, 1973, and September 26, 1973 (corrected publication)