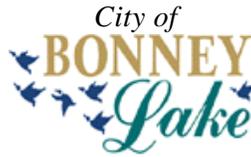


# CITY COUNCIL MEETING

December 8, 2009  
7:00 p.m.



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

## AGENDA

"Where Dreams Can Soar"

Website: [www.ci.bonney-lake.wa.us](http://www.ci.bonney-lake.wa.us)

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

### I. CALL TO ORDER

#### A. Flag Salute

#### B. Roll Call:

**Elected Officials:** Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Dave King, and Councilmember Jim Rackley.

**Management Staff expected to be in attendance:** City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, and City Attorney Jim Dionne.

#### C. Announcements, Appointments and Presentations:

##### 1. Announcements:

##### 2. Appointments:

- a. AB09-193 - A Motion of the Bonney Lake City Council Confirming the Mayor's Appointment of James Helbling as Municipal Court Judge.

##### 3. Presentations:

#### D. Agenda Modifications:

### II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

#### A. Public Hearings:

1. Continued from November 24, 2009: AB09-168 - Ordinance D09-168 - An Ordinance of the City Council of the City of Bonney Lake Amending the Comprehensive Plan Land Use Designation and Zoning for Tax Parcel Nos. 0519032005, 0519031000, 0519034002, also Known as the WSU Forest.
2. AB09-192 - Resolution 1991 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, to approve the WSU

**A. Public Hearings:**

Development Agreement

**B. Citizen Comments:**

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

**C. Correspondence:****III. COUNCIL COMMITTEE REPORTS:****A. Finance Committee****B. Community Development Committee****C. Public Safety Committee****D. Other Reports****IV. CONSENT AGENDA:**

*The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.*

- A. Approval of Minutes: November 17, 2009 Council Workshop.
- B. Approval of Payroll: Payroll for November 16-30, 2009 for checks 28640-28669 including Direct Deposits and Electronic Transfers in the amount of \$ 541,323.88
- C. Accounts Payable Checks/Vouchers: Accounts Payable checks/vouchers #57327 thru 57382 (including wire #'s 111709, 9403111, 12012009 & 12172009) in the amount of \$1,404,555.14; Accounts Payable check/voucher #57383 for an Accounts Receivable refund in the amount of \$50.00.
- D. AB09-79 - D09-79 - An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Chapter 12.12 of the Bonney Lake Municipal Code and the Corresponding Portions of Ordinance Nos. 1232, 1150, 1037, 1015, 826, 669, 661, and 454 Relating to Park Regulations
- E. AB09-157 – Resolution 1974 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign an Amendment to the Agreement with DM Disposal for the Collection and Disposal of Solid Waste, Recyclables and Yard Waste.
- F. AB09-178 - Resolution 1984 - A Resolution of the City Council of the City of BonneyLake, Pierce County, Washington, Awarding a Police Department Fleet Maintenance Agreement to Mobile Oil & Service.
- G. AB09-184 - Resolution 1987 - A Resolution of the City of Bonney Lake City Council, Pierce County, Washington to Approve the PSE Intolight Authorization Letter to

**IV. CONSENT AGENDA:**

Purchase and Install Nine Street Lights During the Downtown Improvement Project.

- H. AB09-189 - Resolution 1986 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the City to Accept a \$175,855 Custom Grant from Puget Sound Energy and a \$85,200 Energy Efficiency Community Development Block Grant from the Washington State Department of Commerce.
- I. AB09-194 - Resolution 1992 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing the city to accept a \$29,100 grant from the Washington State Department of Commerce for the 2011 major Comprehensive Plan update.

**V. FINANCE COMMITTEE ISSUES:**

- A. AB09-185 - Resolution 1988 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with Parametrix for the Design of SR 410 Sewer Main Repair - Phase 4.
- B. AB09-188 - Resolution 1990 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign an Agreement with Coldwell Banker Commercial/Offenbecher for Leasing Agent Services for the Interim Justice Center.

**VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**

**VII. PUBLIC SAFETY COMMITTEE ISSUES:**

**VIII. FULL COUNCIL ISSUES:**

- A. AB09-174 - Ordinance D09-174 - An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, Adopting the Midbiennial Budget Amendment for Budget Years 2009 and 2010.

**IX. EXECUTIVE SESSION:**

Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

**X. ADJOURNMENT**

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

**THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.**

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

<b><u>Department / Staff Contact:</u></b> / H. Edvalson	<b><u>Workshop / Meeting Date:</u></b> 08 Dec 2009	<b><u>Agenda Bill Number:</u></b> AB09-193
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b>	<b><u>Councilmember Sponsor:</u></b>

**Agenda Subject:** Confirmation of Appointment of James Helbling as Municipal Court Judge

**Proposed Motion:** AB09-193 - A Motion of the Bonney Lake City Council Confirming the Mayor's Appointment of James Helbling as Municipal Court Judge.

**Administrative Recommendation:** Affirm the appointment of James Helbling as Municipal Court Judge for a term to commence in January 1, 2010.

**Background Summary:** Mayor Johnson has appointed James Helbling as Municipal Court Judge for a term starting January 1, 2010. State Law requires an appointment for a four year term by December 1 of the year in which the appointment expires, or the position could be filled by an action of Pierce County. Judge Helbling retired from the Bonney Lake Municipal court two years ago, but has agreed to this appointment to give the Mayor time to evaluate his options and review candidate applications submitted for the position, which includes current Bonney Lake Municipal Court Judge Douglas Haake.

**BUDGET INFORMATION:**

<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
		None.	

**Budget Explanation:**

**COMMITTEE/BOARD REVIEW:**

**Subcommittee Review Date:** -

**Commission/Board Review Date:** -

**Hearing Examiner Date:**

**COUNCIL ACTION:**

<b>Workshop Date(s):</b> 01 Dec 2009	<b>Public Hearing Date(s):</b>
<b>Meeting Date(s):</b>	<b>Tabled To Date:</b>

**Signatures:**

Director Authorization	Mayor N Johnson	Date City Attorney Reviewed N/A
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**City of Bonney Lake, Washington  
City Council Agenda Bill (C.A.B.) Approval Form**

<b><u>Department / Staff Contact:</u></b> CD / Heather Stinson	<b><u>Workshop / Meeting Date:</u></b> 17 Nov 2009	<b><u>Agenda Bill Number:</u></b> AB-168
<b><u>Ordinance Number:</u></b> D09-168	<b><u>Resolution Number:</u></b>	<b><u>Councilmember Sponsor:</u></b>

**Agenda Subject:** WSU Forest Comprehensive Plan amendment and Rezone

**Proposed Motion:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE AMENDING THE COMPREHENSIVE PLAN LAND USE DESIGNATION AND ZONING FOR TAX PARCEL NOS. 0519032005, 0519031000, 0519034002, ALSO KNOWN AS THE WSU FOREST

**Administrative Recommendation:** Approve the change in land use designation and zoning as outlined in the ordinance and depicted on the attached maps.

**Background Summary:** WSU / Weyerhaeuser applied for a change in land-use designation of the WSU Demonstration Forest by the April 30, 2009 amendment application deadline. The current land use designation of the Forest is Conservation / Open Space and the zoning is Public Facilities. The application and recommendation is that the land use designation be changed to a combination of Commercial, Public Facilities and High Density Residential with the corresponding zoning designations. EIS mitigation conditions for the project include the dedication of 47 acres of land to the City - that area designated as Public Facilities - as well as a Public road connecting South Prairie and SR 410.

<b><u>BUDGET INFORMATION:</u></b>			
<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
<b>Budget Explanation:</b>			

**COMMITTEE/BOARD REVIEW:**

**Subcommittee Review Date:** -

**Commission/Board Review Date:** Planning Commission -04 Nov 2009

**Hearing Examiner Date:**

**COUNCIL ACTION:**

**Workshop Date(s):**                      **Public Hearing Date(s):** 2nd and 16th September 2009

**Meeting Date(s):**                        **Tabled To Date:**

**Signatures:**

Director Authorization	Mayor	Date City Attorney Reviewed
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**Staff Report**

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**Date:** 9/2/09  
**To:** Planning Commission  
**From:** Heather Stinson, Planning Manager  
**RE:** **Proposal to change the land-use designations of the WSU Forest from Conservation / Open Space to Commercial, High Density Residential and Public Facilities and the Zoning to C-2, R-3 and Public Facilities as well as adding the proposed North / South road to the Traffic Impact Fee credit eligibility list, and adding a portion of the site to the Park Element inventory.**

**PROPOSAL SUMMARY**

The proposal is as follows:

1. A Comprehensive Plan amendment to change the future land use designation of the WSU demonstration forest from Conservation / Open Space to a combination of Commercial, High Density Residential, and Public Facilities.
2. A simultaneous area-wide rezone that would change the zoning of the WSU Forest from all Public Facilities to Commercial (C-2), High Density Residential (R-3) and Public Facilities (PF).
3. A Comprehensive Plan amendment to the Transportation Element that would add a proposed North / South road to the traffic impact fee credit eligibility list.
4. A Comprehensive Plan amendment to the Parks Element that would add the PF portion of the forest to the City’s list of parks.

The following table illustrates the acreages associated with the various land uses proposed for the site under the Proposed Actions.

**Acreage of Site Uses under the Proposed Actions**

	<b>Proposed Action (acres)</b>
<b>Area Deeded to the City</b>	
City Property <sup>1</sup>	34.6
City Property for community center site	5.4
Perimeter Buffer/Trail	5.4 <sup>2</sup>
Triangle Park	2.0
<b>Subtotal</b>	<b>47.4</b>
<b>Public Right-of-Way</b>	
Connector Road	2.0
<b>Subtotal</b>	<b>2.0</b>



Staff Report

<b>Privately Owned Area</b>	
Commercial/Medical	35.0 <sup>3</sup>
Residential	62.0
Neighborhood Parks	2.0
Private Open Space	1.0
<b>Subtotal</b>	<b>100.0</b>
<b>Total</b>	<b>149.0±</b>

- 1 Area includes space necessary to accommodate stormwater facilities in accordance with City of Bonney Lake Development Standards. Refer to the stormwater management discussion later in this chapter for information on the stormwater facility assumptions
- 2 Area includes the opportunity for a one mile perimeter trail around the residential portion of the site.
- 3 Commercial/Medical Use area would include approximately 300,000 square feet of retail and 100,000 square feet of medical office building use.

If approved, the applicant intends to apply for a Boundary Line Adjustment of the three parcels existing on the site and dedicate that portion of the proposal zoned Public Facilities to the City of Bonney Lake.

**SITE DESCRIPTION**

The site is mostly forested and undeveloped, and includes numerous trails. Site topography is relatively level, with isolated areas of slope approaching 15 percent. An approximately 0.15-acre Category III wetland is located in the northwest portion of the site.

Laminated root disease was discovered after a windstorm in February 2006 that resulted in the downing of approximately 130 trees throughout the site. This disease compromised the health of a substantial portion of the existing trees on the site. Subsequent evaluation by a forest pathologist in April 2006 identified approximately 930 additional trees for removal: in total, approximately 1,000 trees on the site were downed during the wind storm or subsequently removed. Although the majority of the hazard trees on the site have been removed, the site is posted “no access” due to the potential for tree fall.

A stormwater facility is located in the northwest portion of the site that provides water quality treatment and infiltration for a portion of the stormwater runoff from an adjacent commercial area to the immediate east of the northwest portion of the site.

**CURRENT COMPREHENSIVE PLAN DESIGNATIONS**

All parcels within the proposed comp plan amendment area are currently designated Conservation / Open Space.



**Staff Report**

**CURRENT ZONING**

All parcels within the proposed comp plan amendment area are currently zoned Public Facilities. Allowed uses in the Public Facilities Zone include the following:

- A. Government buildings and facilities;
- B. Public and private meeting halls, community clubs;
- C. Public and private utility facilities;
- D. Schools, elementary, junior high, high and junior colleges, public and private;
- E. State-licensed child care facilities;
- F. Libraries and museums;
- G. Churches;
- H. Public or private parks and recreational facilities;
- I. Public or private swimming pools;
- J. Other buildings or uses of a recreational, cultural or public service type with similar impact, upon approval by the director of planning and community development.

Conditional uses in the Public Facilities Zone include:

- A. Hospitals and nursing homes;
- B. Group homes;
- C. Campgrounds and recreational vehicle parks;
- D. Commercial activities which do not qualify as accessory uses;
- E. Other essential public facilities, as defined by RCW 36.70A.200, including airports, state education facilities, regional transportation facilities, correctional facilities, solid waste handling facilities and in-patient facilities.

**PROPOSED ZONING ALLOWED AND CONDITIONAL USES**



Staff Report

	Public Facilities	C-2	R-3
<b>Allowed Uses</b>	<p>A. Government buildings and facilities;</p> <p>B. Public and private meeting halls, community clubs;</p> <p>C. Public and private utility facilities;</p> <p>D. Schools</p> <p>E. State-licensed child care facilities;</p> <p>F. Libraries and museums;</p> <p>G. Churches;</p> <p>H. Public or private parks and recreational facilities;</p> <p>I. Public or private swimming pools;</p> <p>J. Other buildings or uses of a recreational, cultural or public service type with similar impact, upon approval by the director of planning and community development.</p>	<ul style="list-style-type: none"> <li>- Residences in connection with a business establishment;</li> <li>- Apartments, attached residential dwellings,</li> <li>- Nursing homes, group homes and boarding homes.</li> <li>- Elementary school.</li> <li>- Parks,</li> <li>- Churches;</li> <li>- Libraries;</li> <li>- Swimming pools, public or private;</li> <li>- Entertainment facilities, such as bowling alleys, skating rinks, pool halls, arcades, theaters, public or private.</li> <li>- Public utility facility;</li> <li>- Wireless communications facilities</li> <li>- Adult entertainment facilities</li> <li>- Ambulance service;</li> <li>- Antique shop;</li> <li>- (ATMs);</li> <li>- Automobile service stations and car washes;</li> <li>- Bakery, retail;</li> <li>- Banks, savings and loan associations;</li> <li>- Barber and beauty shops;</li> <li>- Coffee shops,</li> <li>- instruction schools;</li> </ul>	<ul style="list-style-type: none"> <li>- Duplex residences;</li> <li>- Apartment houses;</li> <li>- Townhomes and attached single-family housing;</li> <li>- Accessory dwelling units;</li> <li>- Nursing homes, residential care facilities, boarding homes, and group homes</li> <li>- Elementary schools.</li> <li>- Parks, open space and trails;</li> <li>- Churches of less than 250 seats;</li> <li>- Museums, libraries, lodge halls, municipal facilities and community clubs;</li> <li>- Public utility facility</li> <li>- Wireless communications facilities</li> </ul>



Staff Report

	<b>Public Facilities</b>	<b>C-2</b>	<b>R-3</b>
<b>Allowed Uses</b>		<ul style="list-style-type: none"> <li>- Day care centers;</li> <li>- Food markets, delicatessen</li> <li>- Furniture and small household appliance repair shops;</li> <li>- Gymnasiums and fitness centers, public or commercial;</li> <li>- Hotels, motels, apartments;</li> <li>- Hospitals;</li> <li>- Laundries, including dry cleaning;</li> <li>- Liquor stores;</li> <li>- Offices and professional buildings;</li> <li>- Photographic processing and supply;</li> <li>- Mini-storage facilities;</li> <li>- Plumbing shops, electricians, heating, air conditioning sales or repair;</li> <li>- Printing</li> <li>- Locksmiths;</li> <li>- Retail shops, including department stores and shopping centers;</li> <li>- Restaurants,</li> <li>- Tailor shops;</li> <li>- Tool sales and rental;</li> <li>- Veterinary clinics, animal hospitals and pet grooming.</li> </ul>	
<b>Conditional Uses</b>	<ul style="list-style-type: none"> <li>A. Hospitals and nursing homes;</li> <li>B. Group homes;</li> <li>C. Campgrounds and recreational vehicle parks;</li> <li>D. Commercial activities which do not qualify as accessory uses;</li> <li>E. Other essential public facilities, as defined by RCW 36.70A.200,</li> </ul>	<ul style="list-style-type: none"> <li>Buildings taller than 50 feet, provided:</li> <li>- Adequate provision is made for fire fighting and emergency rescue;</li> <li>- The use or building will not cast a shadow on residential properties;</li> <li>- The use or building is designed with visual relief or landscaping to make it compatible with the surrounding land uses, topography and landscape.</li> </ul>	<ul style="list-style-type: none"> <li>- Boarding homes, group homes, and residential care facilities.</li> <li>- Junior high, high schools and junior colleges, public or private.</li> <li>- Hospitals</li> <li>- Day care centers and mini-day care centers.</li> <li>- Public and private meeting halls and lodge buildings</li> </ul>



Staff Report

**AREA-WIDE MAP AMENDMENTS**

An Area-Wide Map Amendments is a proposal that requires an amendment to the Comprehensive Plan's Land Use Designation Map. If approved, any change in land use designation would also result in zoning reclassification of individual properties.

**PROCEDURE**

A Determination of Significance and Request for Comments on Scope of EIS was issued for the original Comprehensive Plan amendment for the WSU Forest proposal on June 14, 2005. An application was received by the City on April 29, 2009 with an updated EIS. Pursuant to BLMC 14.140.040(4) a Notice of Draft Environmental Impact Statement and Notice of Public Hearing were published in the Bonney Lake Courier Herald. These documents were also posted on South Prairie Rd., 214<sup>th</sup> Ave. E., and SR 410.

The Planning Commission will conduct a public hearing on September 2, 2009 and make its recommendation to City Council at a meeting following the public hearing. The City Council will make the final decision.

**ADJACENT USES**

Direction	Zoning	Land Use Designation	Existing Land Use
North	C-2	Commercial	Retail / Restaurant / Movie Theater
North of SR 410	R-2	Medium Density Residential	Single Family Residential
South	Moderate Density Single Family (Pierce County)	Moderate Density Single Family (Pierce County)	Single Family Residential
East	R-1 and C-2/C-3	Single Family and Commercial / Light Industry	Single Family, townhouses, Commercial
West	C-2/C-3	Commercial	Shopping Center





Staff Report

**POPULATION**

Pierce County is currently updating projected population numbers that will be allocated among all jurisdictions within the County. By state law, these new population numbers will need to be incorporated into Bonney Lake's Comprehensive Plan by December 1, 2011. The current Buildable Lands report of Pierce County anticipates the population of Bonney Lake to be 20,510 and the workforce to be 4,420 people by 2022 but the 2011 update will be projected to 2030 and will most likely require that the City will plan for more than 20,510 residents and 4,420 employees.

The City's current Housing Element of the Comprehensive Plan was adopted in 2004. At that time the need for affordable housing in the City was identified as being 838 additional units by 2010.

**CRITERIA FOR COMPREHENSIVE PLAN AMENDMENTS**

BLMC 14.140.090 establishes the following criteria for approving Comprehensive Plan Amendments.

- 1. Is the amendment consistent with the goals and policies of the comprehensive plan?**  
Specific areas of the comprehensive plan that are involved in deciding this proposal include the following goals and policies:

**GOAL 4-3 Promote housing diversity and affordability.**

Policy 4-3a Continue zoning at least as much land for apartments, manufactured housing, duplexes, small-lot developments, and accessory dwelling units as the city does currently

Policy 3-1a Allow a range of development densities and intensities, including small-lot residential development.

Policy 3-1b Encourage compatible infill development and redevelopment in established areas.

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

The City's current Housing Element of the Comprehensive Plan was adopted in 2004. At that time the need for affordable housing in the City was identified as being 838 additional units by 2010.



Staff Report

**Goal 6-1 Provide cost-effective parks and recreation facilities as necessary to maintain the level of service standards stated in this Element.**

Policy 6-1a Provide parks and recreational facilities that enhance the City's natural setting, respect natural resources, and preserve the community character.

Policy 6-1e Require new developments to either pay impact fees or provide parks as necessary to maintain the level of service standards, accepting only land that meets the site selection criteria for the applicable facility type.

Policy 6-1f Develop and update master plans for the improvement of existing parks.

Policy 6-1g Design the parks to require low maintenance, and adequately fund maintenance.

Policy 6-1h Design recreational facilities to be accessible to all citizens, including the disabled.

Policy 6-1i The strategies and site selection criteria contained in "Fulfilling the Standard for Each of Facility Type" shall have the status of policies.

Policy 6-1k Concentrate on acquiring park sites before development or improvement of existing parks.

**Goal 6-2 Develop a balance of passive and active recreational facilities.**

Policy 6-2d Develop a community center which facilitates year-round indoor athletic activities.

**GOAL 6-3 Create a system of pedestrian/bicycle trails through pleasant natural ecosystems.**

Policy 6-3a Where possible, use trails to link parks, open spaces, schools, community facilities, sidewalks (see Transportation Element), and other agencies' trails, such as the Pierce County Foothills Trail.

Policy 6-3b Require subdivisions along the Fennel Creek corridor to dedicate trail right-of-way and develop their portions of the trail.



**Staff Report**

Policy 6-3c Require new subdivisions to provide internal pathways as necessary to connect the subdivision to nearby pedestrian destinations. See Figure 6-13 in the Transportation Element.

Policy 6-3d Extend trails through nature conservation areas corridors where possible without compromising ecosystems.

**GOAL 6-4 Cooperate with other organizations and individuals to maximize recreational opportunities.**

Policy 6-4e Encourage private parties to help provide recreational facilities through donations, sponsorships, and volunteerism.

Policy 6-4h Help ensure the continued use of the Demonstration Forest for educational and recreational purposes by adding to its trail network.

**Goal 3-16 Administer development regulations in a manner friendly to job-creating businesses.**

Policy 3-16a Provide zoning for employment-generating land uses such as industrial parks, offices, retail businesses, and entertainment centers.

Policy 3-16b Help property owners determine the development potential of their sites.

Policy 3-16c Encourage mixed-use projects.

**Goal 1-9 Design surface stormwater facilities to double as attractive open spaces.**

Policy 1-9a Design stormwater ponds and bioswales to simulate natural features or, if soils permit, to double as grass-lined open space or parking lots when not inundated.

**Goal 1-3 Develop the SR 410 corridor as three distinct but transitional commercial / mixed use areas.**

Policy 1-3b Develop the Midtown as a mixed use district with the highest possible level of architectural interest, pedestrian orientation, and human-scale design consistent with the fact that 1) much of it is already built and 2) pedestrian traffic alongside and across the highway will suffer due to high vehicular traffic. Wherever possible, developments should reach deeply into the adjoining commercial land,



Staff Report

provide local access streets as dictated by the Transportation Element, and place their building facades at the edge of the sidewalk adjoining said local access streets.

**Finding:** Changing the land-use designation and zoning of the WSU Forest would increase the land available in the City as a whole for increased residential density. It would also increase significantly the land available in the city for providing a range of development densities and intensities which is consistent with Policy 3-1a. Making these changes encourages infill and redevelopment in an established area which is consistent with Policy 3-1b. And making these changes is also consistent with Policy 3-4b in the sense that it increases significantly the amount of areas in the City available for higher residential densities.

Dedication of 47 acres of the property and a developed 50 foot wide buffer with a trail would increase the City's inventory of park and trail land, generally meeting the goals and policies of the City's Comprehensive plan. It would specifically fulfill Policy 6-4h by ensuring that a portion of the Demonstration Forest would continue to be used for recreational purposes and add it to the City's trail network. A soft surface trail, however, would not necessarily meet Policy 6-1h making recreational facilities available to all citizens including the disabled. This would be better met through a hard-surface trail.

**2. Would the comprehensive plan remain internally consistent?**

**Finding:** There are no anticipated inconsistencies.

**3. Is the amendment consistent with the countywide planning policies?**

Specific areas of the Countywide Planning Policies that are involved in deciding this proposal include the following goals and policies:

1. The County, and each municipality in the County, shall determine the extent of the need (*i.e.*, the demand) for housing for all economic segments of the population that are projected for the community over the planning period.

1.1 the projection shall be made in dwelling units, by type, provided, that the projection may be a range and that the types of dwelling units may be in broad categories, such as single-family detached, single-family attached, duplex, triplex, fourplex, apartments and special housing types;

1.2 the projection shall be reflective of census or other reliable data indicating the economic segments of the population for whom housing needs to be provided, and shall incorporate the jurisdiction's fair share of the County's housing needs;



Staff Report

1.3 the projections shall be reflective of the Countywide fair share housing allocation as shall be established pursuant to federal or state law and supplemented by provisions established in intergovernmental agreements between County jurisdictions.

2. The County and each municipality in the County shall meet their projected demand for housing by one or more or all of the following;

2.1 Preservation of the existing housing stock through repair and maintenance, rehabilitation and redevelopment; (Policy 2.1)

2.2 Identification of vacant, infill parcels appropriately zoned for residential development with assurances that neighborhood compatibility and fit will be maintained through appropriate and flexible zoning and related techniques, such as:

2.2.1 Sliding-scale buffering and screening requirements based on adjacent use considerations; performance; height and bulk limitations; provision of open space; front, side and rear yard requirements; protection of natural resources and environmentally sensitive lands; Architectural controls and design standards. (Policy 2.2)

2.3 Identification of other vacant lands suitable for residential development and permitting sufficient land through zoning to meet one or more or all of the following types and densities of housing:

2.3.1 Multi-family housing; mixed use development; cluster development; planned unit development; non-traditional housing. (Policy 2.3)

The Housing goals require the identification of...vacant lands suitable for residential development and permitting sufficient land through zoning to meet one or more or all of the following types and densities, of housing:

- multi-family housing
- mixed use development
- cluster development
- planned unit development
- non-traditional housing

**Finding:** Consistent with the above stated policies, the R-3 High-Density zone is designed to provide diverse housing choices, as well as opportunities for infill development.

**4. Is the amendment consistent with the Growth Management Act?**

RCW 36.70A.020 Planning Goals



Staff Report

(1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

(2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

(4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

(5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

(6) Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

(7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

(10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

RCW 36.70A.115

Counties and cities that are required or choose to plan under RCW 36.70A.040 shall ensure that, taken collectively, adoption of and amendments to their comprehensive plans and/or development regulations provide sufficient capacity of land suitable for development within their jurisdictions to accommodate their allocated housing and employment growth, as adopted in the applicable countywide planning policies and consistent with the twenty-year population forecast from the office of financial management.

RCW 36.70A.100

The comprehensive plan of each county or city that is adopted pursuant to RCW 36.70A.040 shall be coordinated with, and consistent with, the comprehensive plans adopted pursuant to RCW 36.70A.040 of other counties or cities with which the county or city has, in part, common borders or related regional issues.



Staff Report

RCW 36.70A.070

Each comprehensive plan shall include a plan, scheme, or design for each of the following:

(1) A land use element designating the proposed general distribution and general location and extent of the uses of land, where appropriate, for agriculture, timber production, housing, commerce, industry, recreation, open spaces, general aviation airports, public utilities, public facilities, and other land uses. The land use element shall include population densities, building intensities, and estimates of future population growth. The land use element shall provide for protection of the quality and quantity of groundwater used for public water supplies. Wherever possible, the land use element should consider utilizing urban planning approaches that promote physical activity. Where applicable, the land use element shall review drainage, flooding, and storm water run-off in the area and nearby jurisdictions and provide guidance for corrective actions to mitigate or cleanse those discharges that pollute waters of the state, including Puget Sound or waters entering Puget Sound.

(2) A housing element ensuring the vitality and character of established residential neighborhoods that: (a) Includes an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth; (b) includes a statement of goals, policies, objectives, and mandatory provisions for the preservation, improvement, and development of housing, including single-family residences; (c) identifies sufficient land for housing, including, but not limited to, government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, and group homes and foster care facilities; and (d) makes adequate provisions for existing and projected needs of all economic segments of the community.

RCW 36.70A.110

(2) Based upon the growth management population projection made for the county by the office of financial management, the county and each city within the county shall include areas and densities sufficient to permit the urban growth that is projected to occur in the county or city for the succeeding twenty-year period, except for those urban growth areas contained totally within a national historical reserve.

**Finding:** The proposed amendments are consistent with the Growth Management Act to the extent that they identify “sufficient land for housing, including, but not limited to, government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, and group homes and foster care facilities” and make “adequate provisions for existing and projected needs of all economic segments of the community.” This amendment also “Encourages the availability of affordable housing to all economic segments of the population of this state” and “promote[s] a variety of residential densities and housing types.”



**Staff Report**

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

The Land Use designation or zoning of a property in and of themselves do not have an affect on the public health, safety, or welfare. Development to the maximum residential densities and the types of commercial uses allowed by current zoning versus proposed zoning is the issue.

Public health is addressed, for the most part, with the existing public water and sewer system that are designed to accommodate anticipated residential densities and commercial uses.

Public safety relies on a number of factors, one being accessibility. Development that is anticipated to go into this site would be required to build accesses onto Public roads that would meet the City's requirements for fire apparatus accessibility. The City's Public Safety building is 1.5 miles west of the WSU Forest containing the City's Police headquarters as well as an East Pierce County Fire Station.

There are a variety of factors that can be considered when talking about Public Welfare. For citizens who can't currently afford to live in Bonney Lake, the potential of higher density housing could provide a housing alternative. There are also potential citizens that are older or younger relatives of current Bonney Lake home owners that also can't afford current home prices in Bonney Lake but would like to live near family. The welfare of these citizens is better served by more choices in housing.

In addition to all of these, there is the welfare of all of the citizens of Bonney Lake. Population growth will be the same regardless of how the WSU Forest is zoned. Concentrating higher residential densities in the portion proposed to be designated as High Density has the potential of helping to preserve established neighborhoods by keeping the pressure off of these neighborhoods to redevelop at higher densities.

Adding Commercial land to the City has the potential of increasing revenues available for public services. It's also a potential employment center and depending on the uses, could provide more services like medical offices than Bonney Lake currently provides.

Having 47 acres of land dedicated to the City for park space is most certainly in the public's best interest in terms of increasing the recreational opportunities into the City.

The down side to these uses is the potential for more traffic, and more strain on public services such as utilities and police protection. While keeping the forest in its current state could seem like an attractive alternative to increased traffic and use of public facilities, the current state



*Community Development Department*

**Staff Report**

which allows for no recreation has its own problems in terms of policing and health of the trees.

All of these interests define “public welfare” and have to be considered.

**Finding: If the proposed amendments were approved, the public health would be neutral, public safety services would need to be increased, and the public welfare depends on who’s welfare is being considered.**

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Heather Stinson, Planning Manager

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Date



# Memo

**Date** : November 17, 2009  
**To** : Mayor and City Council  
**From** : Randy McKibbin, Chair, Bonney Lake Planning Commission  
**CC** :  
**Re** : **WSU Forest Comprehensive Plan Amendment**

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## BACKGROUND

The Planning Commission has been discussing the proposed amendments to the WSU Forest since June of this year. On November 4, 2009, the Planning Commission voted 4 to 2 in favor of the amendment as proposed by the applicant and recommended by staff.

For those Commissioners voting “no” on the amendment, the concerns included issues related to traffic, especially along South Prairie, the development of the Residential area and the character of potential development in this area as well as the potential loss of forest land that has been open for public recreation in the past. One of these commissioners said that she would not be opposed to more density in the residential area if more of the native vegetation could be saved.

The public hearing on the amendment was standing-room only in the Council Chambers and views expressed by citizens also included a concern that recreational forest land would be lost and traffic could potentially increase as well. Another concern that came up frequently from citizens was that sewer capacity used by potential development in the WSU Forest area could negatively affect Eastown.

The Planning Commission understands that the Environmental Impact Statement addresses much of “Phase I” traffic, generally attempts to address “Phase II” development and anticipates further traffic review and road design as development occurs.

The Commissioners also understand that Sewer capacity has always been on a “first come, first serve” basis, but that the additional capacity planned in the City’s Sewer Comprehensive Plan appears to be able to accommodate potential development in both the WSU Forest as well as Eastown.

We also understand that if the property were zoned as proposed today, and the property owner came in with a development proposal, the City would not be in the position to ask for a dedication of 47 acres of land or the maintenance of all or the majority of the land as native vegetation.

For those Commissioners voting “Yes” on the amendment, the dedication of 47 acres of land as part of the proposal is a compelling incentive to approve the project, but we also believe that the proposal meets the approval criteria required by the Bonney Lake Municipal Code and outlined in the attached ordinance.

**RECOMMENDATION:**

The Bonney Lake Planning Commission therefore recommends to the City Council that the WSU Forest proposal go forward as proposed by the applicant, recommended by staff, and outlined in the attached ordinance.

**ORDINANCE NO. D09-168**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AMENDING THE COMPREHENSIVE  
PLAN LAND USE DESIGNATION AND ZONING FOR TAX PARCEL NOS.  
0519032005, 0519031000, 0519034002, ALSO KNOWN AS THE WSU FOREST.**

**WHEREAS**, on April 30, 2009 the City received an application from Washington State University for a Comprehensive Plan Amendment of the WSU Forest to change the Future Land Use designation from Conservation / Open space to a combination of Commercial, Public Facilities and High Density Residential; and

**WHEREAS**, on April 30, 2009 the City received an application from Washington State University for a Rezone of the WSU Forest from all Public Facilities to a combination of Commercial (C-2), Public Facilities (PF), and High Density Residential (R-3); and

**WHEREAS**, the application date met the application deadline requirements of BLMC 14.140.020(B); and

**WHEREAS**, a notice of public hearing was issued on August 19, 2009 which meets the noticing requirements of BLMC 14.140.040; and

**WHEREAS**, the Planning Commission conducted a public hearing on September 2, 2009 that was left open until September 16, 2009; and

**WHEREAS**, at the November 4, 2009 Planning Commission meeting the Planning Commission recommended that the land use designation for the WSU Forest be changed from Conservation / Open Space to a combination of Commercial, Public Facilities and High Density Residential; and

**WHEREAS**, at the November 4, 2009 Planning Commission meeting the Planning Commission recommended that the zoning designation of the WSU Forest be changed from all Public Facilities to a combination of Commercial (C-2), Public Facilities (PF) and High Density Residential (R-3), which would be consistent with and implement the new land use designations; and

**WHEREAS**, the State Environmental Protection Act (SEPA) has been complied with via a Determination of Significance issued on June 14, 2005, a Scoping meeting held July 6, 2005, a Draft Environmental Impact Statement issued on August 15, 2009, a 30 day comment period ending on September 16, 2009, a Final Environmental Impact Statement issued in November, 2009 and the end of the 7 day waiting period required by WAC 197-11-160(5); and

**WHEREAS**, two of the SEPA mitigation measures related to this action are to dedicate the 47 acres of land to remain Public Facilities to the City for parks and recreation purposes, and to dedicate a trail system around the High Density Residential area to the City; and

**WHEREAS**, RCW 36.70A.106 requiring a 60 day review by the Washington State Department of Community, Trade and Economic Development has been complied with; and

**WHEREAS**, this is one of three Comprehensive Plan amendments concurrently coming before the City Council; and

**WHEREAS**, the criteria for amending the Comprehensive Plan set forth in BLMC § 14.140.090 are: 1) the amendments are consistent with the goals and policies of the Comprehensive Plan, 2) the comprehensive plan would remain internally consistent, 3) the amendments are consistent with the Countywide Planning Policies, 4) the amendments are consistent with the Growth Management Act, and 5) the amendments advance the public health, safety, or welfare and are in the best interest of the residents of Bonney Lake; and

**WHEREAS**, goal 4-3 of the City's Comprehensive Plan, which calls for promoting housing diversity and affordability, would be implemented by changing a portion of the WSU Forest to High Density Residential (R-3); and

**WHEREAS**, policy 4-3a of the City's Comprehensive Plan, which calls for zoning at least as much land for apartments, manufactured housing, duplexes, small-lot developments, and accessory dwelling units as the city does currently, would be implemented by changing a portion of the WSU Forest to High Density Residential (R-3); and

**WHEREAS**, policy 3-1a of the City's Comprehensive Plan, which calls for allowing a range of development densities and intensities, including small-lot residential development, would be implemented by changing a portion of the WSU Forest to High Density Residential (R-3); and

**WHEREAS**, policy 3-1b of the City's Comprehensive Plan, which calls for encouraging compatible infill development and redevelopment in established areas, would be implemented by changing the land use designation and zoning of portions of the WSU Forest to Commercial and High Density residential , thereby fostering development in an area surrounded by Commercial and Residential development; and

**WHEREAS**, policy 3-4b of the City's Comprehensive Plan, which calls for creating some areas of higher residential density in order to accommodate the population projection without excessive outward sprawl, would be implemented by changing a portion of the WSU Forest to High Density Residential (R-3); and

**WHEREAS**, Goal 6-1 of the City's Comprehensive Plan, which calls for providing cost-effective parks and recreation facilities as necessary to maintain the level of service standards stated in the Park Element, would be implemented by the dedication of property to the City for parks and recreation purposes; and

**WHEREAS**, Policy 6-1a of the City's Comprehensive Plan, which calls for providing parks and recreational facilities that enhance the City's natural setting, respect natural resources, and preserve the community character would also be implemented by the dedication of property to the City for parks and recreation purposes; and

**WHEREAS**, Policy 6-1k of the City's Comprehensive Plan, which calls for concentrating on acquiring park sites before development or improvement of existing parks would also be implemented by the dedication of property to the City for parks and recreation purposes; and

**WHEREAS**, goal 6-2 of the City's Comprehensive Plan, which calls for developing a balance of passive and active recreational facilities would also be implemented by the dedication of property to the City for parks and recreation purposes; and

**WHEREAS**, policy 6-2d of the City's Comprehensive Plan, which calls for developing a community center which facilitates year-round indoor athletic activities would also be implemented by the dedication of property to the City for parks and recreation purposes; and

**WHEREAS**, goal 6-4 of the City's Comprehensive Plan, which calls for cooperating with other organizations and individuals to maximize recreational opportunities would also be implemented by the dedication of property to the City for parks and recreation purposes; and

**WHEREAS**, policy 6-4h of the City's Comprehensive Plan, which calls for helping to ensure the continued use of the Demonstration Forest for educational and recreational purposes by adding to its trail network, and would be implemented by maintaining the pedestrian trail around the proposed High Density Residential area; and

**WHEREAS**, goal 3-16 of the City's Comprehensive Plan, which calls for administering development regulations in a manner friendly to job-creating businesses, would be implemented by changing the land use designation and zoning of a portion of the WSU Forest to Commercial (C-2); and

**WHEREAS**, policy 3-16 of the City's Comprehensive Plan, which calls for providing zoning for employment-generating land uses such as industrial parks, offices, retail businesses, and entertainment centers, would be implemented by changing the land use designation and zoning of a portion of the WSU Forest to Commercial (C-2).

**WHEREAS**, the amendment would not affect the internal consistency of the Comprehensive Plan; and

**WHEREAS**, this amendment and rezone would not be contrary to Countywide Planning Policies; and

**WHEREAS**, the amendments would be consistent with the Growth Management Act by encouraging development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner, increasing levels of affordable housing, encouraging economic development, and protecting the rights of the property owner; and

**WHEREAS**, the development shall address public health and safety concerns by providing public utilities such as water and sewer and facilities for transportation.

**WHEREAS**, the criteria for approving the Comprehensive Plan amendment are met; and  
**WHEREAS**, GMA requires that zoning be consistent with and implement the property's land use designation in the Comprehensive Plan

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

**Section 1.** The City Comprehensive Plan Future Land Use map is hereby revised as reflected in attachment "A".

**Section 2.** The City Zoning map is hereby revised as reflected in attachment "B".

**Section 3.** This Ordinance concerns powers vested solely in the Council, it is not subject to referendum, and shall take effect five (5) days after its passage, approval and publication as required by law.

**PASSED** by the City Council and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Neil Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Harwood Edvalson  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne  
City Attorney

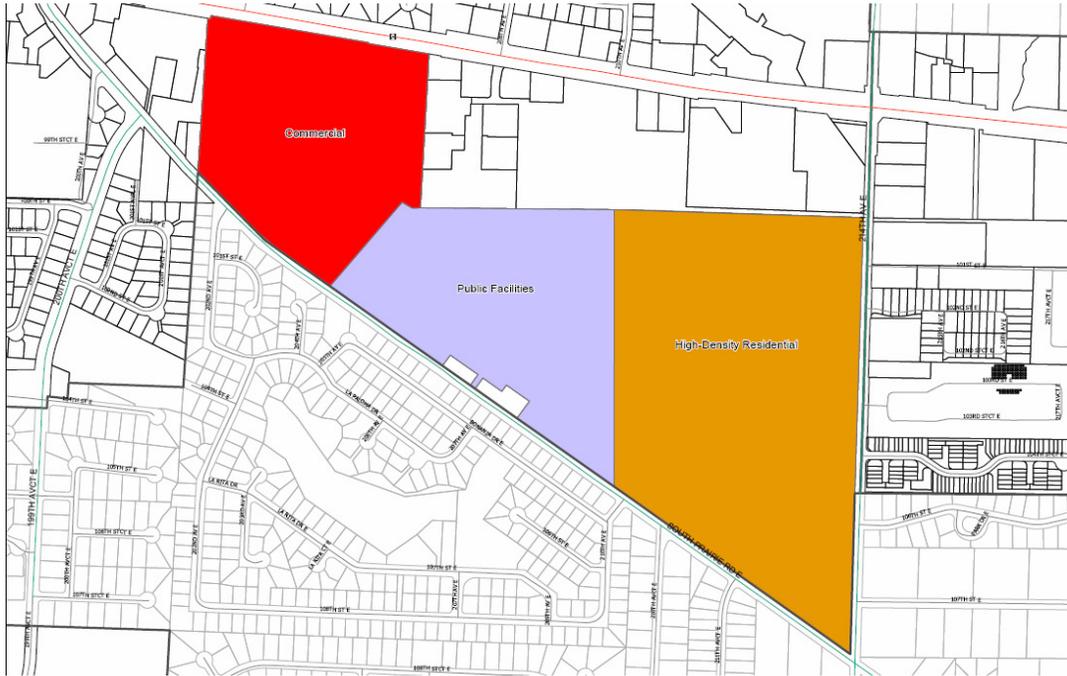
Passed:

Valid:

Published:

Effective Date:

D09-168 Attachment "A"





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

<b><u>Department / Staff Contact:</u></b> CD / John P. Vodopich, AICP	<b><u>Workshop / Meeting Date:</u></b> 01 Dec 2009	<b><u>Agenda Bill Number:</u></b> AB09-192
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b> 1991	<b><u>Councilmember Sponsor:</u></b>

**Agenda Subject:** WSU Development Agreement

**Proposed Motion:** A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, to approve the WSU Development Agreement

**Administrative Recommendation:** Discuss the draft WSU Development Agreement which will be distributed at the meeting.

**Background Summary:** A Development Agreement which will outline the requirements for the future development of the WSU property is being proposed in conjunction with the City Council consideration of the proposed WSU Comprehensive Plan Amendment.

A public hearing on the Development Agreement will be held on December 8, 2009 at the continuation of the hearing on the Comprehensive Plan Amendment.

Council action on the Development Agreement and Comprehensive Plan Amendment is proposed for the December 15, 2009 Council workshop.

<b><u>BUDGET INFORMATION:</u></b>			
<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
<b>Budget Explanation:</b>			

**COMMITTEE/BOARD REVIEW:**

Subcommittee Review Date: -  
Commission/Board Review Date: -  
Hearing Examiner Date:

**COUNCIL ACTION:**

Workshop Date(s):                      Public Hearing Date(s): December 8, 2009  
Meeting Date(s):                        Tabled To Date:

**Signatures:**

Director Authorization John P. Vodopich, AICP	Mayor	Date City Attorney Reviewed On-going
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WSU DEVELOPMENT AGREEMENT

December 8, 2009

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DRAFT

## RECITALS

### A. Development Agreements Authorized.

1. The Washington State Legislature has found that lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers, and discourage commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. RCW 36.70B.170.
2. The City is a municipal corporation under the laws of the State of Washington with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, including the approval of land use plans and development.
3. The City is authorized by state law to enter into a development agreement that will set forth the requirements for future development of the WSU Property. RCW 36.70B.170.
4. The coordination of land use decision-making involving relatively large properties such as the WSU Property provides unique opportunities for the benefit of the City and the existing and future residents of the City and the Property.

### B. Planning Concept and Value.

1. The City is planning under the Growth Management Act, chapter 36.70A RCW.
2. Washington State University (WSU) intends to sell the Property to generate revenue to support its educational mission, a benefit to the state of Washington.
3. There are advantages to the City in entering into this Agreement, including, but not limited to:
  - 3.1 Dedication of 47.4 acres of property to the City. In addition, two Ponds and their surrounding infiltration areas will be dedicated to the City. Preliminary design indicates that these two pond areas will total 7-10 additional acres. The infiltration areas are expected to be suitable for various recreational uses depending on the time of year and will be connected either to the City Property or to the Perimeter trail.
  - 3.2 The opportunity for the provision of public parks and trails in an area of the City in which there is a deficit in these public facilities.
  - 3.3 The opportunity for a public service use such as a YMCA or a similar Community Recreation Center (CRC). Deleted: the
  - 3.4 The opportunity for medical offices located in a rapidly growing area of the City.

- 3.5 Achieving appropriate urban densities.
- 3.6 Providing reasonably priced housing.
- 3.7 Increasing the range of housing choices in the City.
- 3.8 Providing commercial development in the heart of Midtown, Bonney Lake's commercial "center of gravity."
- 3.9 Establishing a new connector road from South Prairie Road E. to SR 410, providing access for the commercial/medical, City, and YMCA or similar Community Recreation Center (CRC) uses, an alternative to the congested South Prairie Road E./SR 410 intersection.
- 3.10 Creating the opportunity to place buildings in the Commercial/Medical area so that they "back up" to other buildings and not the street or other "public places," rather than the typical strip development currently seen along SR 410.
- 4. There are advantages to WSU and Weyerhaeuser Real Estate Development Company (WY) in entering into this Agreement, including, but not limited to:
  - 4.1 Greater predictability for the build out of redevelopment of the WSU Property.
  - 4.2 Flexibility in design and development as described in this Agreement.
  - 4.3 The assurances of vesting that are contained in this Agreement in exchange for the commitments by WSU and WY to the mitigation measures described herein.
- 5. All of the parties enter this Agreement knowingly and voluntarily, with full advice of their respective legal counsel, accepting all obligations created herein, in order to secure the benefits to be derived respectively by each party.
- 6. RCW 36.70B.170 requires that development agreements set forth the development standards and other provisions that will apply to, and govern and vest the development, use, and mitigation of the development of the real property for the duration of the development agreement. It also requires that the development agreement be consistent with applicable development regulations adopted by a local government planning under the GMA. The parties intend this Agreement to define the development standards and mitigation, as defined in RCW 36.70B.170(3), that will apply to the WSU Property for the term of this Agreement.

C. Public Process.

Pursuant to RCW 36.70B.200, this Agreement was subject to a public hearing before the City Council, which was duly advertised in the *Courier Herald* on December 1, 2009 and

held on December 8, 2009. The City Council reviewed and took official action adopting this Agreement on December 15, 2009.

## AGREEMENT

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### 1. PROJECT ELEMENTS

#### 1.1 Project Location and Parties.

The Property subject to this Agreement, referred to as the "WSU Property" or the "Property" consists of 149.1 acres of land lying south of SR 410 between South Prairie Road E. and 214<sup>th</sup> Avenue E. in the City of Bonney Lake. Washington State University is the fee owner of the WSU Property. Weyerhaeuser Company held a reversionary interest in the WSU Property which it transferred to Weyerhaeuser Real Estate Development Company ("WY"). The Quadrant Corporation, as the agent for WSU and WY, is the applicant for the WSU Property. The legal description of the WSU Property is provided as Attachment 1 and a vicinity map is provided as Attachment 2.

#### 1.2 General Project Elements.

The plan for the WSU Property is composed of the following elements as shown on the site plan provided as Attachment 3:

##### 1.2.1 City Property: 47.4 acres of land comprised of:

40 acres for passive or active uses as decided by the City.

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5.4 acres of perimeter buffer/trail.

2.0 acres for a triangle park at 214<sup>th</sup> Avenue E. and South Prairie Road E.

In addition, two Ponds and their surrounding infiltration areas will be dedicated to the City. Preliminary design indicates that these two pond areas will total 7-10 additional acres. The infiltration areas are expected to be suitable for various recreational uses depending on the time of year and will be connected either to the City Property or to the Perimeter.

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##### 1.2.2 Commercial/Medical: 35 acres for:

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Commercial/retail uses.

Medical offices.

It is expected that the commercial/medical area will be developed in two phases. Phase 1 will consist of 60,000 square feet of medical office

building and associated parking and infrastructure. Phase 2 will include build out of the commercial/medical area.

WSU and WY have entered into a purchase and sale agreement with Bonney Lake MOB Investors, LLC ("**MOB**") for approximately 4.75 acres in the southeast portion of the Commercial/Medical area for Phase 1. The sale of the property must close within 30 days of the City's approval of engineering plans for necessary infrastructure so that the MOB may begin construction and occupy its facility by June, 2011. The target closing date is June 30, 2010. The sale is contingent upon the execution of the Agreement and the City's approval of the Comprehensive Plan Amendments and rezones referenced in this Agreement.

1.2.3 Residential: 64.7 acres comprised of:

61.7 acres of single family detached, medium, and moderately high density residences.

3.0 acres of privately owned and maintained neighborhood parks and open space.

This area includes two Ponds and their surrounding infiltration areas which will be dedicated to the City.

1.2.4 New Connector Road - 204<sup>th</sup> Avenue E.: 2.0 acres

A new connector road from South Prairie Road E. to SR 410.

1.3 Permitted Residential Land Uses

1.3.1 Single Family Detached. Single Family Detached Dwelling units will consist of detached single family homes with fee simple ownership with or without garages. To authorize this use, the City will amend the current R-3 zoning Code to add an overlay that allows single family detached dwellings as described in Section 1.2.3 of this Agreement and shown in Attachment 8.

1.3.2 Moderately High Density. Moderately High Density dwelling units will consist of small and/or "cottage" homes, duplexes, townhomes, condominiums, or apartments or a combination thereof.

1.3.3 Fire Protection. All residential uses shall comply with the recommendations contained in the August 17, 2009 letter from East Pierce Fire & Rescue, Attachment 9.

1.3.4 Minimum Density. The minimum density for residential uses will be 10 units per net acre averaged over the 61.7 acres. An individual residential project must have no fewer than 6 units per net acre and no greater than

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Deleted: amend the Comprehensive Plan in 2010 to allow for a new R-4 zone, and adopt a new zoning designation substantially in the form of

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20 units per net acre. The applicant for each residential project must, prior to submitting an application for preliminary plat approval, conduct a pre-application conference with the City. The applicant must demonstrate to the City's satisfaction how its proposed project will allow the residential uses on the 61.7 acres to accomplish a minimum average density of 10 units per net acre.

1.3.5 CC&Rs. The permitted uses in the WSU Property may be restricted by CC&Rs which will be recorded separately for the residential divisions of the WSU Property, provided the CC&Rs shall not conflict with the conditions of this Agreement or the applicable zoning. Restrictions provided in the CC&Rs will be enforced by a Homeowner's Association or other private parties or subassociations in accordance with the terms and conditions of the CC&Rs. The City will have no authority nor obligation to enforce restrictions provided in the CC&Rs.

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## 2. DEFINITIONS

- 2.1 "Agreement" means this Development Agreement.
- 2.2 "BLMC" means the Bonney Lake Municipal Code in effect on the date of adoption of this Agreement by the Bonney Lake City Council, \_\_\_\_\_, 2009.
- 2.3 "CAO" means the City's critical areas regulations, chapters 16.20-16.30 BLMC, in effect on the effective date of this Agreement, \_\_\_\_\_, 2009.
- 2.4 "CC&Rs" means a declaration of covenants, conditions, and restrictions.
- 2.5 "City" means the City of Bonney Lake.
- 2.6 "City Property" means the 40 acres shown on Attachment 3 as "City" and "City/YMCA." This acreage does not include the 7.4 acres contained in the Perimeter Buffer and Triangle Park, which, as provided in § 6.3, will be dedicated to the City as the Residential area builds out.
- 2.7 "Commercial/Medical" means the 35 acres shown on Attachment 3 as "Commercial/Medical."
- 2.8 "DEIS" means the WSU Site Project Draft Environmental Impact Statement dated August 2009.
- 2.9 "EIS" means collectively the DEIS and the FEIS.
- 2.10 "Expiration of Use Restriction" means the earlier of January 1, 2025 or the issuance of final building permits for all of the property in the Commercial/Medical area (also referred to as "build out of the Commercial/Medical area").

Deleted: or similar Community Recreation Center (CRC).

2.11 "FEIS " mean the WSU Site Project Final Environmental Impact Statement dated November 24, 2009.

2.12 "GMA" means the Growth Management Act.

2.13 "MDD" means master drainage design.

2.14 "Mandate" means a directive from the State or Federal government with which the City is required to comply and under which the City has no discretion.

2.15 "Net Acre" refers to the total acreage within a lot or parcel after critical areas, critical area buffers, streets, stormwater facilities, utility tracts and public parks that will exist upon completion of development are deducted from the lot or parcel. Refer to BLMC 18.04.140.N.

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2.16 "Pond" means a visually integrated, irregularly shaped, landscaped facility, the sole purpose of which is to retain and treat Stormwater.

2.17 "Proposed Actions" means the proposed actions identified in the FEIS.

2.18 "Quadrant" means The Quadrant Corporation.

2.19 "Residential area" means the area shown on Attachment 3 as "Single Family/Multi-Family Housing."

2.20 "Shared Stormwater Facilities" means stormwater facilities located on the City Property and serving the City, and Commercial/Medical properties, portions of the Residential area and the portions of the existing retail center that currently discharge stormwater onto the WSU Property.

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2.21 "TIA" means the Transportation Impact Study, Appendix C to the DEIS.

2.22 "TIF" means the City's Traffic Impact Fee Program.

2.23 "TIP" means the City's 2009-2015 Six-Year Transportation Improvement Program.

2.24 "WSU" means Washington State University.

2.25 "WSU Property" or "Property" means the real property legally described in Attachment 1 and depicted on Attachment 2.

2.26 "WY" means Weyerhaeuser Real Estate Development Company.

### 3. DEDICATION OF PROPERTY TO CITY

Deleted: 2.27 "YMCA" means the YMCA or similar community recreation center (CRC) or public service use.¶

3.1 Dedication of Property/Limitation on Uses. WSU and WY will convey to the City the City Property subject to the following restrictions:

3.1.1 Until the time specified in Section 2.10 of this Agreement, uses of the City Property will be limited to City/public uses and community recreation or public service uses, such as a YMCA or similar Community Recreation Center (CRC).

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Deleted: <#>Upon the Expiration of the Use Restriction, the City may designate and zone up to 15 acres of the City Property for nonresidential uses and may convey the 15 acres to a third party or parties.  
¶  
3.1.3 . Except as provided in § 3.1.2, the City Property will revert to WSU/WY if: (a) it is designated or zoned for uses other than City/public uses and non-profit uses; (b) the uses are changed to uses other than City/public uses and non-profit uses; or (c) the City declares the property to be surplus. ¶

3.2 If the City elects to develop any portion of the City Property for athletic fields, it will permit developers of the Commercial/Medical and/or Residential properties to excavate soil from the area of the athletic fields, if needed, for structural fill on the Commercial/Medical and/or Residential properties so long as the developers replace the material removed with existing topsoil from their properties and rough grade the affected area of the City Property to a grade which is mutually acceptable to the developers and the City.

3.3 Timing of Property Transfer. WSU/WY will transfer the City Property to the City's ownership upon expiration of the appeals periods, and the resolution of any appeals to the satisfaction of WSU/WY, for the 2009 Comprehensive Plan Amendment and rezone changing the future land use and zoning maps to accommodate the Project, execution of this Agreement, and a mutually-acceptable change to the zoning code to accommodate the planned residential development, as discussed in Paragraph 1.3.1 of this Agreement.

3.4 Credit Against Park Impact Fees.

3.4.1 The City's Comprehensive Plan identifies a deficit in the level of service for community parks. To address this deficit, the Comprehensive Plan calls for 1-2 new community parks dispersed throughout the City, each with an acreage of 20 to 30 acres, or one large park of 40 to 50 acres in south or central Bonney Lake. Dedication of the City Property for recreational purposes shall qualify WSU/WY for a credit against future parks impact fees.

3.4.2 The Parks Element of the Comprehensive Plan values community park property at \$50,000/acre. Using this number, the value of the Property dedicated to the City for recreational uses, including the YMCA Property but not including the perimeter trail or Triangle Park, is two million dollars (\$2,000,000). The City's current parks impact is \$2,974.00/residential unit. Accordingly, the value of the dedicated property is equivalent to the impact fee for 672 residences, more than the projected number of dwelling units for the Project. The parties agree that dedication of the City Property fully satisfies the parks impact fees that would otherwise be payable by developers of the WSU Property and that no parks impact fees will be due.

4. YMCA OR SIMILAR COMMUNITY RECREATION FACILITIES

4.1 After the conveyance of the City Property to the City as provided in § 3, the City may take steps to allow the YMCA or a similar Community Recreation Center (CRC) to develop and/or operate a new facility of approximately 60,000 square feet of

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building area on the western portion of the City Property as shown on Attachment 3. The decision to allow a YMCA or CRC development or operation on the City Property is totally within the discretion of the City, and not in any way limited by this Agreement.

4.2 The owners of the properties on which the YMCA or a similar Community Recreation Center (CRC) and adjacent Commercial/Medical uses will be located will enter into cross easements for parking, utilities, and construction easements which are mutually beneficial.

4.3 The property on which the YMCA or similar Community Recreation Center (CRC) may be located will be subject to the easements described in § 5.

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## 5. EASEMENTS

The City, and Commercial/Medical properties will provide for construction easements and easements for the conveyance of water, sewer, stormwater, and other required utilities to, and between, the various other commercial/medical, residential, and public use areas of the site that will be constructed and require services.

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## 6. DEVELOPMENT STANDARDS AND MITIGATION MEASURES

### 6.1 Standards for Critical Areas.

6.1.1 Classification of Critical Areas. One wetland, Wetland A, is located in the northwestern portion of the Property, west of an existing commercial development. The wetland is surrounded by infiltration ponds, which were sized and constructed to receive the stormwater for the commercial development east of the site. Wetland A is hydrologically isolated from other regulated water bodies. Wetland A is rated as a Category III wetland under the *Washington State Wetland Rating System for Western Washington* and BLMC 16.22.020.

6.1.2 Sequencing. BLMC 16.20.130.E is used to ensure that the proposed impacts to wetlands are truly necessary. This section requires that the following sequence be followed: Avoid the impact altogether by not taking the proposed action; minimize the impact by limiting the action's magnitude or changing the project design, location, or timing; or mitigate (compensate for) the impact on natural system functions and values by enhancing or replacing other natural systems and ensuring that the mitigation serves its purpose over time. The DEIS and FEIS evaluated sequencing and determined that avoiding Wetland A effectively takes nine acres of potentially valuable commercial/medical space away. This area calculation includes both the required wetland and buffer area (approximately 1.6 acres), the need to realign roads and other infrastructure, and resulting areas that would be too small to develop successfully. Consequently, the parties concur that it would not be feasible

to avoid Wetland A. Similarly, minimizing the impact, while reducing the area of impact, would still render the Commercial/Medical area economically infeasible.

6.1.3 Mitigation.

6.1.3.1 The City's technical consultant has determined opportunities for onsite mitigation are both very limited and technically challenging. Onsite mitigation would provide limited functions.

6.1.3.2 WSU/WY may use a thirty-seven acre parcel on the east side of Fennel Creek, which is owned by the City, for off-site wetlands mitigation. WSU/WY shall compensate the City for the fair market value of any land used for mitigation, with the City retaining ownership of the land.

6.2 Stormwater Design and Construction Standards.

6.2.1 Master Drainage Design ("MDD"). With the goal of creating a master stormwater system that will serve the entire WSU Property, WSU/WY or their agent shall prepare a comprehensive MDD for the City's review. A conceptual plan of the MDD is attached to this Agreement as Attachment 4. The MDD shall make provision for three Ponds, one on the City Property and two on the Residential Property, both of which shall be connected to the City Property or Perimeter Trail via open space (infiltration areas which are expected to be suitable for various recreational uses depending on the time of year), which shall be dedicated to the City upon completion of the Ponds. The Pond on the City Property shall be no larger than four acres in size. The MDD shall also provide for an excavated infiltration area for shared stormwater along the south and western portions of the City Property, which shall be suitable for various recreational uses depending on the time of year.

To ensure that the design makes adequate provisions for stormwater, the design will assume that 28 acres of the City Property will be developed with athletic fields (as depicted on Attachment 5, Site Plan Concept B). Provided that the MDD is submitted to the City no later than December 31, 2009, and provided that the City's reasonable requests for modifications or follow-up information are complied with, the City shall endeavor to approve the MDD by April 15, 2010. The approved MDD shall provide for stormwater management and infiltration for buildout of the Commercial/Medical area; Residential area; the portions of the existing retail center that currently discharge stormwater onto the WSU Property; and up to 28 acres of athletic fields on the City Property. No further stormwater review of individual projects within the Commercial/Medical area, Residential area will be required. Additional stormwater review of the City Property will be required if uses that will generate stormwater in excess of that assumed in the approved MDD are proposed.

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6.2.2 Applicable Standards. The MDD and all stormwater facilities constructed thereunder shall be vested to and comply with the drainage provisions set forth in the 2009 version of Chapter 15.13 BLMC as well as the Pierce County Stormwater Management and Site Development Manual - 2008, adopted by reference by BLMC 15.13.040, provided, that the City may impose subsequently-adopted storm-water regulations if necessary to address imminent public health and safety standards or to comply with a mandate under the Clean Water Act.

The MDD will be executed under the assumption that the volume of water on the City Property shall not exceed, in a 100 year storm event, a twelve acre pond with a maximum design water depth of six feet. All Stormwater volumes exceeding this depth will be managed on the Residential Property in addition to the portion of the stormwater from the Residential area that is managed by the two Ponds in the Residential area described in Section 1.2.3 of this Agreement.

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6.2.3 Pond Construction.

6.2.3.1 Ponds for water quality or retention/detention of stormwater must be designed to eliminate the requirement for safety fencing.

6.2.3.2 Stormwater Ponds must be designed to be aesthetically pleasing and visually integrate into the environment. Options to satisfy this requirement include the following:

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6.2.3.2.1 Ponds designed as natural features with water-tolerant plantings.

6.2.3.2.2 Ponds designed with irregular shapes.

6.2.3.2.3 Provision of evergreen and deciduous trees and other plantings in the stormwater tract.

6.2.3.2.4 Provision of soft-surface pedestrian trails which connect to sidewalks along nearby roadways, or to trails on the Property.

6.2.3.2.5 Other design options as mutually agreed to by the City and the developer.

6.2.4 Shared Stormwater Facilities.

6.2.4.1 These facilities will be appropriately sized to serve the areas identified for the City Property, Commercial/Medical uses, portions of the Residential area, and the portions of the existing

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retail center that currently discharge stormwater onto the WSU Property.

- 6.2.4.2. The stormwater facilities approved under the MDD will be constructed in phases by the commercial/medical, residential, and City developments, as capacity for stormwater management to serve these developments is needed.

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6.2.5 Stormwater Facility Minimization Strategies and Low Impact Development (LID) Techniques.

The parties wish to minimize the land area devoted to Stormwater Facilities. Therefore, in developing the MDD, WSU/WY or their agent will consider the following means of minimizing the size of Stormwater Facilities, where feasible and cost effective:

- 6.2.5.1 Designing any ball fields or other active recreation use of the City Property to infiltrate stormwater generated from that recreation use on that portion of the City Property.
- 6.2.5.2 Where suitable soil conditions exist within a depth of eight feet of finished grade, infiltrating stormwater from roofs in the Commercial/Medical area on the commercial/medical property. Any reduction in the volume of non-infiltrated Stormwater shall be attributed to reducing the size of the Stormwater facilities on the City Property and Residential Area, in equal part to each.
- 6.2.5.3 Where suitable soil conditions exist within a depth of eight feet of finished grade, infiltrating stormwater from roofs in the Residential area. Any reduction in the volume of non-infiltrated Stormwater shall be attributed to reducing the size of the Stormwater Facilities on the Residential Area.
- 6.2.5.4 Designing the Shared Stormwater Facilities so that they can serve multiple uses. For example, it is expected that portions of the Shared Stormwater Facilities will be dry in the summer and early fall months and could be used for various recreational activities.
- 6.2.5.5 Providing stormwater storage above the design elevation of the presettling basin facility.
- 6.2.5.6 Designing bio-retention swales within the right of way for 204<sup>th</sup> Avenue E.
- 6.2.5.7 Using other mutually acceptable low impact development (LID) techniques, system design assumptions, and criteria that would serve to minimize the size of Stormwater Facilities.

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6.2.6 Ownership of Stormwater Facilities. Upon completion of construction of the stormwater facilities, said facilities shall be dedicated to the City for purposes of ownership and maintenance.

6.3 Perimeter Buffer and Perimeter Loop Trail.

As shown on Attachment 3, a 50-foot wide buffer around the north, east, and south sides of the Residential area and a two-acre park at the intersection of South Prairie Road E. and 214<sup>th</sup> Avenue E. will be dedicated to the City as the Residential area is built out. Each residential project that contains any portion of the perimeter buffer or triangle park will be conditioned upon dedication of the portion of the perimeter buffer or triangle park contained within the plat. As part of project construction, developer will grade and landscape the perimeter buffer and construct a soft surface trail within that portion of the perimeter buffer or triangle park. The area to be dedicated shall be credited toward the open space required by BLMC 18.80.080. The following requirements apply:

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- 6.3.1 Perimeter buffers and the triangle park shall be placed in separate tracts to be dedicated to the City, and shall be shown on the final plat map and final engineering plans for the various divisions or phases of the Residential area.
- 6.3.2 Prior to any site clearing and grading activities adjacent to the triangle park, construction fencing shall be placed on the site to identify the boundaries of the triangle park adjacent to the construction activities. Such fencing shall remain in place until all clearing and grading activities are completed.
- 6.3.3 The developer(s) of the Residential area adjacent to the City Property will provide for a connection of the Perimeter Loop Trail to existing or planned trails in the City Property.

6.4 Water Service.

All water service will be provided by the City. Each developer of the commercial/medical, YMCA or similar Community Recreation Center (CRC), City, and residential uses shall be responsible for all costs of extending required water service facilities to serve its property, including the payment of System Development Charges (SDC's), but may enter into latecomer agreements as authorized by law and approved by the City.

6.5 Sewer Service and Sewer Extension.

- 6.5.1 Sewer service will be provided by the City on a 'first come first served' basis (i.e., as capacity is available). Each developer of the commercial/medical, YMCA or similar Community Recreation Center (CRC), City, and residential uses shall be responsible for all costs of extending

required sewer facilities to serve its property, including the payment of System Development Charges (SDC's) but may enter into latecomer agreements as authorized by law and approved by the City.

6.5.2 Preliminary analysis indicates that sewer can be provided to the Property from South Prairie Road E. or 214<sup>th</sup> Avenue E. The City will support the means of serving the Property with sewer that is most cost-effective to the developer consistent with the City's Sewer Comprehensive plan.

6.5.3 Section 503.2 of the 2008 City of Bonney Lake Development Policies and Public Works Design Standards requires that proposed sanitary sewer systems be designed and sized to serve tributary areas and be extended to "far" property line(s) in order to provide access to future development if future extensions of the system are deemed probable by the City. Because of the topography, it is not probable that sewer will be extended on the north side of South Prairie Road E. Sewer facilities shall be extended from the current termination point on S. 200<sup>th</sup> Avenue E. to the planned Connector Road. Extension of sewer facilities along the remainder of the frontage of South Prairie Road E. shall not be required. Sewer facilities shall be extended along 214<sup>th</sup> Avenue E if required by the City.

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6.6 Transportation. WSU/WY recognizes its obligation to provide mitigation for the transportation impacts of its development proposal. Transportation mitigation was extensively studied during the SEPA process. Engineers for WSU/WY reviewed the impact of the project on 36 intersections, three access scenarios for the Connector Road and SR 410, and full build-out with or without the planned extension of the 198<sup>th</sup> corridor. Transportation mitigation measures outlined in the Final Environmental Impact Statement (pages 1-7 through 1-9; 1-13 through 1-20; and 3-2 through 3-3) are hereby adopted by reference as obligations of WSU/WY under this Agreement. See Attachment 5. Table 1-3 of the FEIS states that the Applicant's proportionate share of mitigation measures shall be addressed in the Development Agreement. At this time, it is too early to determine the appropriate proportionate share of the mitigation projects identified in the FEIS. Proportionate share of the projects shall be determined through updated Traffic Impact Analyses assessing the impacts based on traffic conditions at the time of each development application, as set forth in the FEIS.

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6.6.1 The Connector Road (204<sup>th</sup> Avenue E.)

6.6.1.1 204<sup>th</sup> Avenue E. shall be designed and constructed consistent with Attachment 6.

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6.6.1.2 The City will provide a single comprehensive engineering design approval for 204<sup>th</sup> Avenue E., consistent with City Development Standards, between SR 410 and South Prairie Road E.

6.6.1.3 204<sup>th</sup> Avenue E. and signal improvements will be constructed in phases by the commercial and medical developments as warranted by traffic studies.

6.6.1.4 ~~If the City agrees with~~ traffic engineering studies demonstrating that a traffic signal is warranted at the intersection of 204<sup>th</sup> Avenue E. and SR 410, and that construction of 204<sup>th</sup> Avenue E. and associated traffic signals will improve operations in the immediate vicinity of the SR 410 and South Prairie Road E. intersection, the City ~~will support~~ traffic signals at the intersections of 204<sup>th</sup> Avenue E. with SR 410 and South Prairie Road E., ~~and City representatives~~ as appropriate will assist in efforts to persuade WSDOT to grant approval for a new traffic signal on SR 410 at 204<sup>th</sup> Avenue E.

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6.6.2 Residential access. At the time of preliminary plat applications, the applicant for each plat that proposes a new access on 214<sup>th</sup> Avenue E. and/or South Prairie Road E. shall provide a limited scope traffic engineering analysis of the proposed access point(s). The analysis will address intersection spacing and level of service at the driveway(s). The applicant for the preliminary plat adjacent to the northern boundary of the residential area shall construct a road to the northern boundary of its property to allow a potential future vehicular connection to 211<sup>th</sup>. At a minimum, pedestrian access will be provided from the residential area to 211<sup>th</sup>.

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6.6.3 Access to City Property. WSU/WY shall build a public street from the Connector Road (204<sup>th</sup> Avenue E) to the northwest corner of the City Property and design the placement of the Pond to accommodate access to the City Property via this public street.

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6.7 Tree preservation. No trees may be removed from the Property without first obtaining a clearing permit from the City, which shall be issued according to BLMC Chapter 16.13. The grove of Western Red Cedar trees located in the northeast portion of the Residential area adjacent to the Pond shall be retained in its natural condition, unless the City consents to removal of the trees.

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7. Interim Existing Trail Use. As shown on Attachment Z, several old trails exist on the WSU Property that are not currently in use because of safety considerations. Following conveyance of the 40 acre City Property to the City as outlined in § 3, WSU and WY will make the existing trails ("Trails") available for temporary recreational use by the general public, free of charge to recreational users. This temporary use is conditioned on the following terms:

7.1 The Trails shall be used by individuals or schools for sports training, walking, running, or other similar pedestrian recreational use (the "Use") and for no other purpose without the prior written consent of WSU and WY.

- 7.2 The City will accept the Trails and adjacent areas in their existing condition when turned over to the City, and shall maintain the Trails and adjacent areas in good and safe condition, appearance, and cleanliness; free of dangerous trees or other vegetation. The City shall pick up and dispose of litter and other trash at least monthly.
- 7.3 The City shall provide law enforcement services for the Trails.
- 7.4 The City shall not undertake or permit any activity or other use on the Trails or surrounding property that would constitute a nuisance.
- 7.5 It is anticipated that the Recreational Land Use Statute, RCW 4.24.210, shall protect both the City and WSU/WY from liability for unintentional injuries to recreational users of the trails. Nevertheless, the City shall defend, indemnify and hold WSU and WY harmless from any and all liabilities or claims by others for bodily or personal injury, death, or property damage arising or resulting from use of the Trails by the City or the public, including without limitation bodily and personal injury, death or property damage arising from the use of the trails by the City or the public and any activities thereon, and including claims made by City employees engaged in work connected to the City's Use.
- 7.6 Use by the City and the public shall not interfere with the use of the WSU Property by WSU and WY or with development of the WSU Property.
- 7.7 WSU and WY may from time to time close all or any portion of the Trails to facilitate site exploration, development, and construction, with advance notice to the City.
- 7.8 The Use shall end on the earlier of the date of approval of engineering plans for the portion of WSU Property on which the Trails are located or January 1, 2035 (the "Use Term"), unless terminated earlier as provided in this Agreement.
- 7.9 The City will be solely responsible for utilities, garbage collection or disposal, safety measures, or security it deems necessary for the Use described herein and acknowledges that neither WSU nor WY will provide services, support, utilities, garbage collection or disposal, safety measures, or security of any kind.
- 7.10 The indemnity obligations of the City undertaken under the terms of this Agreement shall survive the termination of the Use Term.
- 7.11 WSU and WY may terminate the City's use hereunder for convenience at any time upon giving the City one year's prior written notice.
- 7.12 At the expiration of the Use Term, the City shall quietly yield and surrender the Trails to WSU.

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8. VESTING OF DEVELOPMENT STANDARDS

- 8.1 Except as set forth in Section 8.2, development on the Property shall be governed by development standards in effect at the time of application for land use approvals or development permits. The City shall also apply impact fees, application review fees, and building codes in effect at the time of building permit application or issuance.
- 8.2 For the duration of the Agreement, all development on the Property shall vest to and be governed by the following development standards as they exist on the date this Agreement was executed. These standards shall be implemented through plats, building and grading permits and other permits and approvals from the City. During the term of this Agreement the City shall neither modify nor impose new or additional conditions beyond those set forth in this Agreement, nor apply subsequently adopted ordinances or other regulations which exceed or are inconsistent with the standards vested under the Agreement, except when necessary to address imminent public health and safety hazards or comply with a mandate from the state or federal government, or upon mutual agreement between the parties.
- 8.2.1 Chapter 15.13, BLMC Stormwater Management and Pierce County Stormwater Management and Site Development Manual - 2008, adopted by reference by BLMC 15.13.040.
  - 8.2.2 Title 16 BLMC, Environmental Protection.
  - 8.2.3 Title 17 BLMC, Subdivisions
  - 8.2.4 Title 18 BLMC, Zoning, except for any amendments specifically referred to in § 1.3.1
  - 8.2.5 Title 19 BLMC, Concurrency Management
  - 8.2.5 Public Works Design Standards

Except as otherwise specifically provided, the uses permitted and standards stated herein shall remain in effect for purposes of issuing approvals of applications submitted prior to expiration of the Agreement which are within its scope as originally approved.

## 9. FURTHER SEPA REVIEW

- 9.1 The EIS analyzed adoption of Comprehensive Plan and Code amendments and development of the Property at the non-project and project levels. The proposed actions and impacts analyzed in the EIS include buildout of residential and non-residential uses at the densities and intensities pursuant to the development standards and mitigation measures approved in this Agreement. The City intends that the EIS will satisfy SEPA requirements for implementing approvals and permits for all other anticipated actions in the built out of the Property except as provided in § 9.2.

- 9.2 The following transportation issues will require additional SEPA review:
- 9.2.1 Site specific residential access to 214<sup>th</sup> Avenue E. and/or South Prairie Road E. were not analyzed. Additional SEPA review for such residential access shall be conducted by the plat applicant(s) pursuant to § 6.6.2.
  - 9.2.2 Phasing of construction of 204<sup>th</sup> Avenue E. and signal improvements. These improvements will be constructed in phases by the commercial and medical developments as warranted by traffic studies.
  - 9.2.3 The traffic assessment required by § 6.6.5.1.
- 9.3 The proposed actions described in the EIS include a series of permits which would issue over a period of time in a manner required to implement the overall project. If a subsequent permit or application falls within the "Proposed Actions" as analyzed in the EIS, unless otherwise necessitated by WAC 197-11-600, no threshold determination is required. The existing environmental documents, and the mitigation measured identified therein, may be used to meet the City's responsibilities under SEPA. This provision is consistent with WAC 197-11-600(2), which allows environmental documents that have previously been prepared to be used to evaluate proposed actions, alternatives, or environmental impacts.
- 9.4 In the event that subsequent permits do not fall within the scope of the alternatives examined in the EIS, the City may require Supplemental Environmental Review. If a Supplemental or Addendum Environmental Impact Statement is prepared, it will not include an analysis of actions, alternatives, or impacts that are addressed by an alternative or a combination of the alternatives in the previously prepared EIS. The SEIS/Addendum would include substantial changes and/or new information indicating probable significant adverse impacts that have not been analyzed. If an SEIS discloses that additional mitigation is required for treatment of probable, significant, adverse impacts not previously disclosed, the applicable development standards may be modified to incorporate additional mitigation.

10. OTHER REQUIRED PERMITS

Approval of this Agreement does not limit the responsibility of the parties or any developer to obtain any required permit or license from the State or other regulatory body.

11. HOMEOWNERS ASSOCIATION; COVENANTS, CONDITIONS, AND RESTRICTIONS.

A homeowners association may be established for the Residential area. The association shall be responsible for the long-term ownership and maintenance of common properties and facilities within the Residential area.

An owners association and CC&Rs may also be developed for the Commercial/Medical area.

12. GENERAL PROVISIONS

- 12.1 Recording. This Development Agreement will be recorded with the Pierce County Auditor.
- 12.2 Effective Date. This Agreement shall become effective upon its execution by all of the parties.
- 12.3 Term. This Agreement permit shall terminate 15 years after its effective date. The City Council may grant a one-time extension, extending the Agreement an additional 5 years. Prior to granting the extension the City Council will assess compliance with the conditions of this Agreement and may modify or impose new standards deemed necessary for the public health or safety. A permit extension shall be granted based on a finding by the City Council that WSU and WY continue to implement the overall project approved in this Agreement.
- 12.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Washington.
- 12.5 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the successors, successors in title, and assigns of WSU, WY, and the City.
- 12.6 Assignment. The parties acknowledge that development of the Property may involve sale and assignment of portions of the Property to other persons who will own, develop and/or occupy portions of the Property and buildings thereon. WSU and WY shall have the right to assign and transfer any or all their interests, rights or obligations under this Agreement to other parties acquiring an interest or a stake in all or any portion of the Property. Consent by the City shall not be required for any transfer rights pursuant to this Agreement.
- 12.7 Interpretation. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into such an agreements, and this Agreement shall be construed to reserve to the City only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration.
- 12.8 Severability. If any material provision of this Agreement is determined by a court of law to be unenforceable or invalid, then the remainder of the Agreement shall remain in full force and effect. Further, as to those material provisions held by a court of law to be unenforceable, the parties shall confer and agree to amend the Agreement to implement the mutual intent of the parties to the maximum extent allowed by law.
- 12.9 Authority. Each party represents that it has the respective power and authority to execute this Agreement.

- 12.10 Amendment. This Agreement shall not be amended without the express written approval of the parties. The City Council must approve all amendments to this Agreement by ordinance or resolution, and only after notice to the public and a public hearing.
- 12.11 Attachments. Attachments 1-9 are incorporated herein by this reference as if fully set forth. In the event of any conflict or inconsistency between the Attachments and the main body of this Agreement, the main body shall control.
- 12.12 Headings. The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.
- 12.13 Integration. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. There are no other Agreements, oral or written, except as expressly set forth herein.
- 12.14 Construction. This Agreement has been reviewed and revised by legal counsel for all parties, and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

**WEYERHAEUSER REAL ESTATE  
DEVELOPMENT COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WASHINGTON STATE UNIVERSITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**The City of Bonney Lake**

By: \_\_\_\_\_  
**Neil Johnson, Jr.**

Its: Mayor

Attachments:

1. Legal
2. Vicinity Map
3. Site plan
4. MDD Conceptual Plan
5. Standards for Connector Road
6. Excerpts from FEIS
7. Trails that exist on the WSU Property
8. R-3 Overlay Zone
9. August 17, 2009 letter from East Pierce Fire & Rescue.

Acknowledgments

**Attachment 1**

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**Legal Description**

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Attachment 1  
Legal Description

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING NORTH AND EAST OF THE CENTERLINE OF THE COUNTY ROAD (SOUTH PRAIRIE ROAD) AS LOCATED THEREON;

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THAT PORTION OF THE FRACTIONAL EAST HALF OF THE NORTHWEST QUARTER, INCLUDED WITHIN GOVERNMENT LOT 3 AND THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER, LYING SOUTH OF THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 5, AS THE SAME IS DESCRIBED IN AN EASEMENT FROM WEYERHAEUSER TIMBER COMPANY TO THE STATE OF WASHINGTON, DATED OCTOBER 12, 1939 AND RECORDED UNDER RECORDING NUMBER 1251911, AND NORTH AND EAST OF THE CENTERLINE OF THE COUNTY ROAD (SOUTH PRAIRIE ROAD) AS LOCATED THEREON;

AND THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER LYING NORTH AND EAST OF THE CENTERLINE OF THE COUNTY ROAD (SOUTH PRAIRIE ROAD) AS LOCATED THEREON;

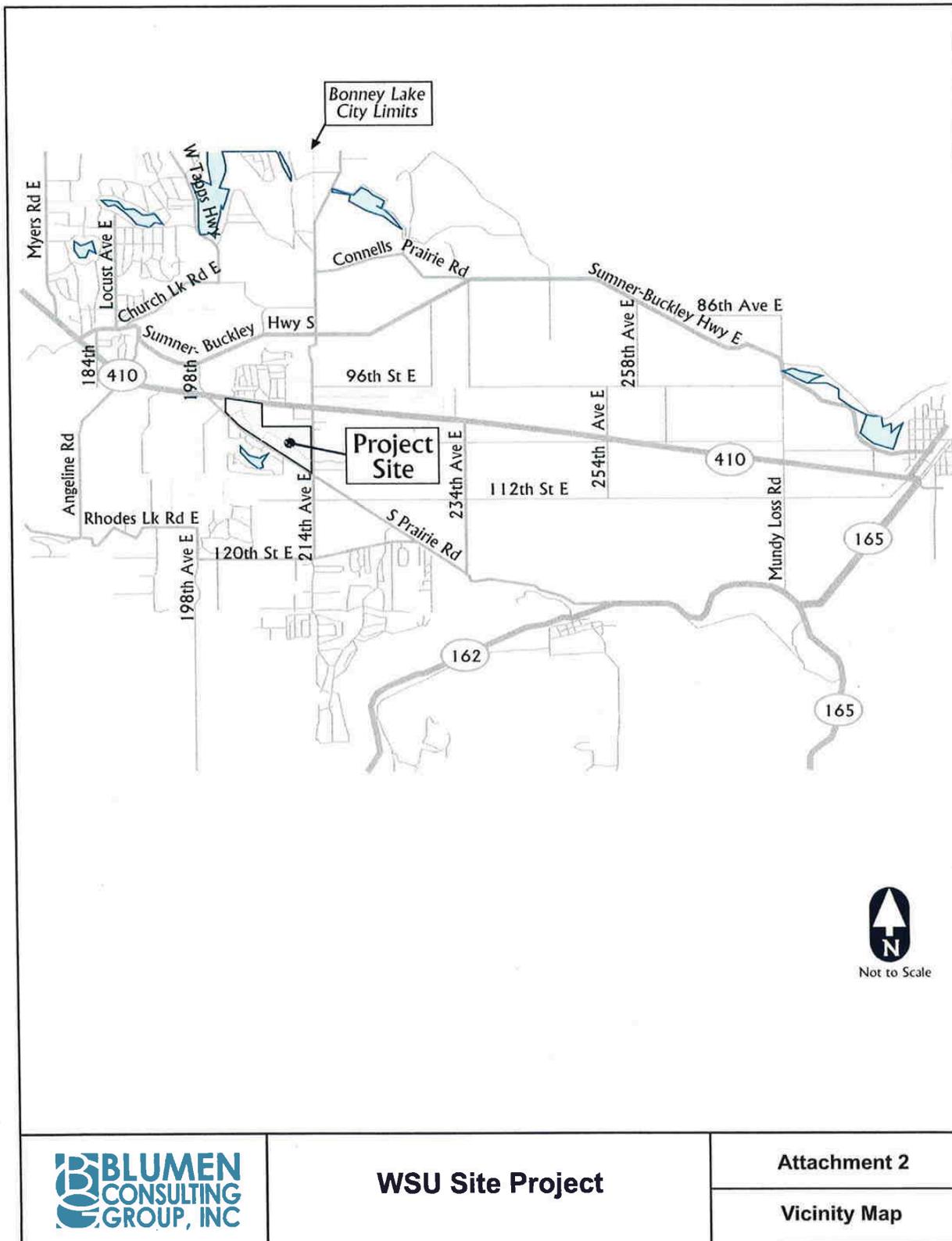
ALL IN SECTION 3, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;  
EXCEPT THOSE PORTIONS CONVEYED TO PIERCE COUNTY UNDER RECORDING NUMBER 200203270756.

**Attachment 2**

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**Vicinity Map**

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**WSU Site Project**

**Attachment 2**

**Vicinity Map**

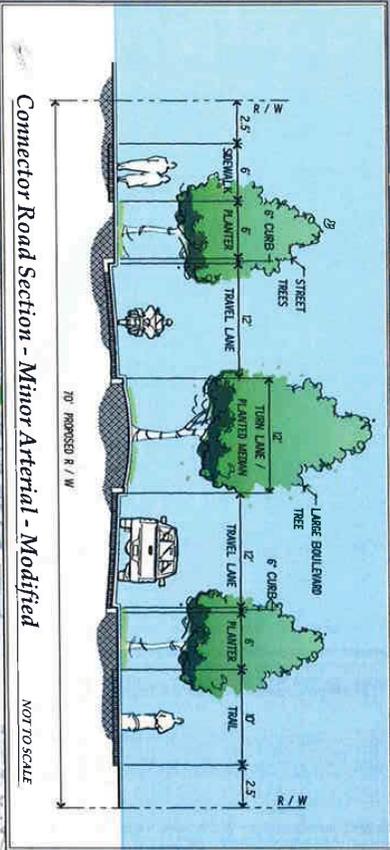
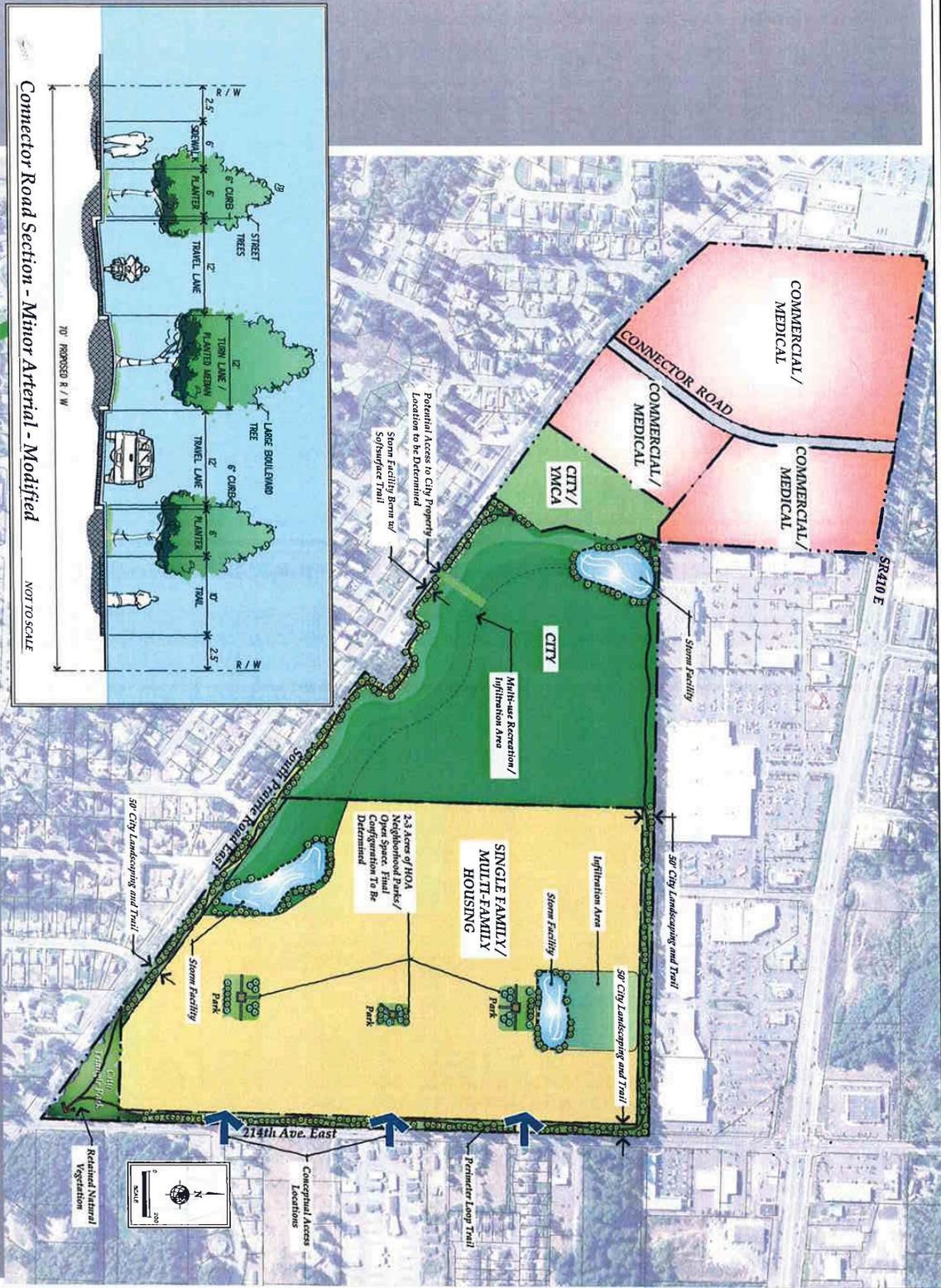
Attachment 3

Site Plan

DRAFT

# MASTER LAND USE PLAN

August 27, 2009



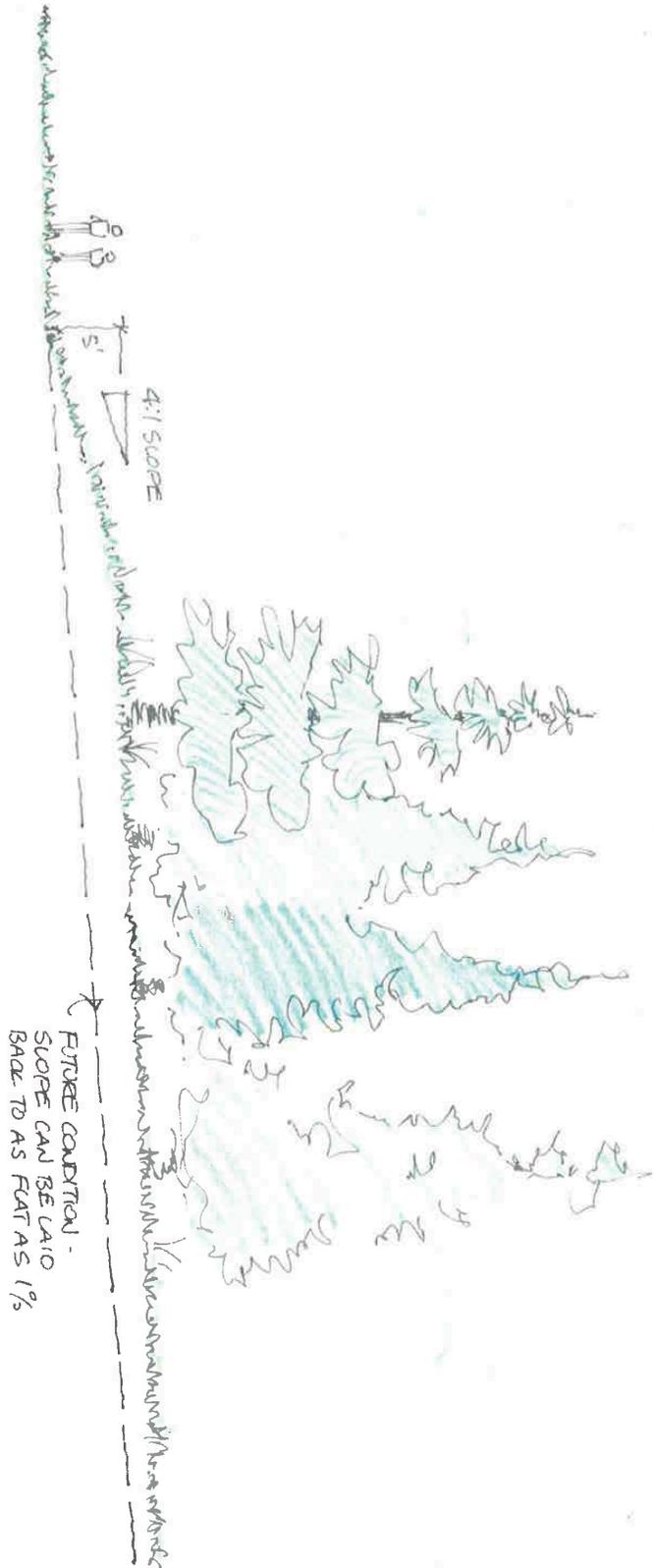
**Attachment 4**  
**Master Drainage Design Conceptual Plan**

DRAFT



WSU/BOUNBY LAKE SITE  
SECTION @ BERM 1/8" = 1'-0"

SE GROUP 7/30/09



WSU/BONNET LAKE SITE  
 SECTION @ INFILTRATION ALGEEA / ROAD EDGE GRABING  
 1/8" = 1'-0"  
 SE GROUP 7/30/09



WSU/BONNER LAKE SITE

SITE PLAN CONCEPT A. / PASSIVE PARK  
 (1"=200')

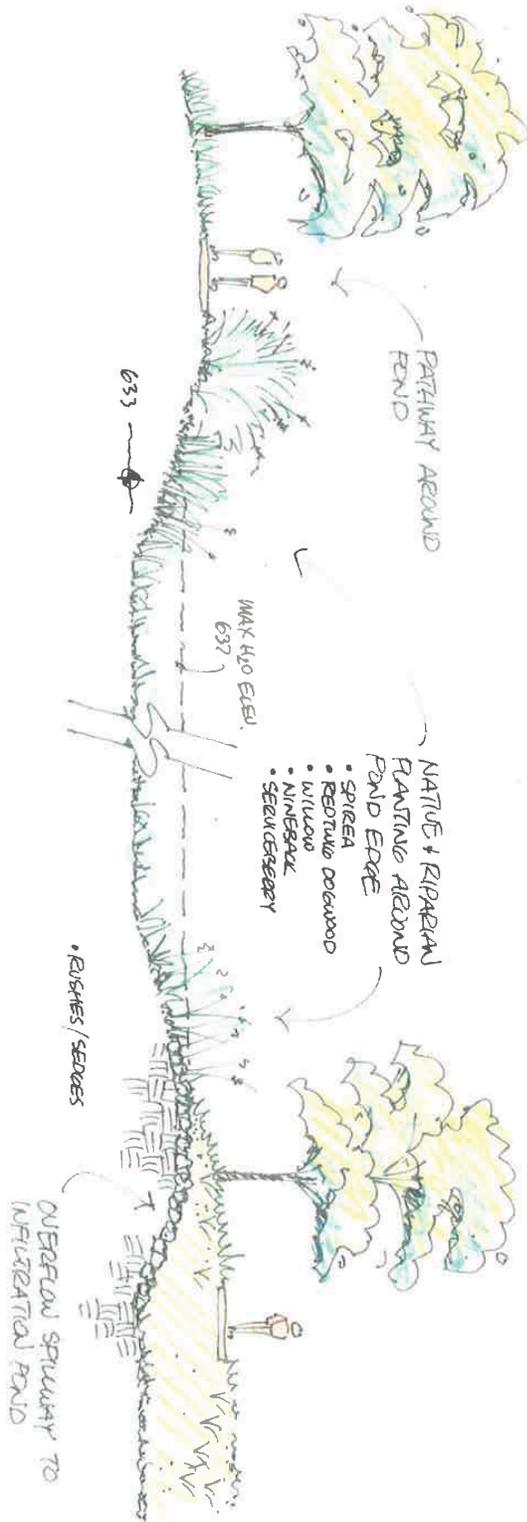
SE GROUP 7/30/09



WSU / BONNEY LAKE SITE  
 SITE PLAN CONCEPT B. / SPORTS PARK  
 1"=200'

SE GROUP / 7/30/09



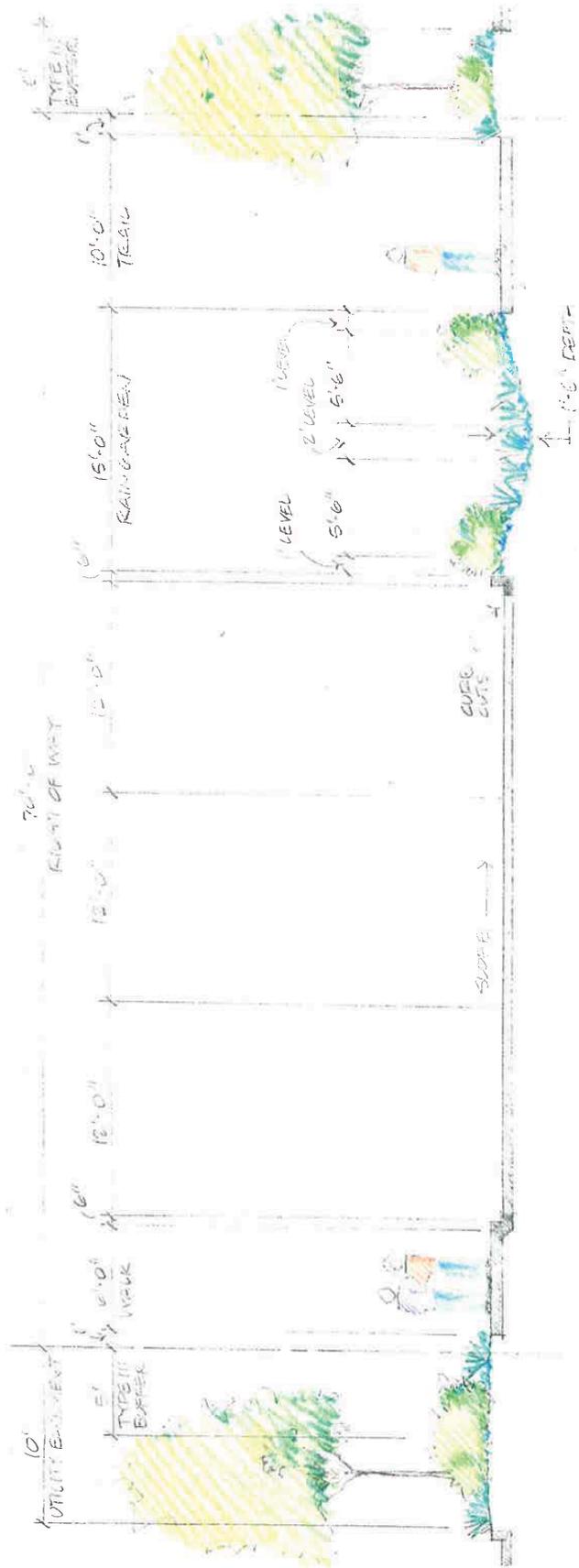


WSU / BONNEY LAKE SNE  
 SECTION 9 PRE-SETTLING POND 1/8" = 1'-0"

SEE GROUP 7/30/09

**Attachment 5**  
**Standards for Connector Road**

DRAFT



00130

COLLECTOR ROAD SECTION  
 WED - BUNNEY LAKE SITE

10/21/09  
 8/10/10

SEE DRAWING

**Attachment 6**  
**Excerpts from FEIS**

DRAFT

Proposed Action	Alternative 1	Alternative 2	Alternative 3
<p>dedicated to the City (consisting of approximately 34.6 acres in natural forest area and approximately 7.4 acres in perimeter buffer/triangle park).</p> <p>It is assumed that approximately 34.6 acres of land would be conveyed to the City in its natural forested condition, and would include the opportunity for a potential community park and active recreational uses (i.e. ball fields, playground, etc.) to be developed as a separate action by the City in the future. A one mile soft surface would also be provided within the perimeter buffer that would be dedicated to the City.</p>	<p>open space that would be dedicated to the City of Bonney Lake. As under the Proposed Action, the 29.5 acres of open space could be used by the City for a community park and active recreational uses. A one mile soft surface would be provided but a portion of the trail would be in an easement over private land.</p>	<p>privately-owned area could be landscaped or potentially available for limited-access recreational use. The existing onsite trail would be closed.</p>	
<ul style="list-style-type: none"> <li>The Proposed Action would also include two acres of neighborhood parks and one acre of private open space owned by the future Homeowner's Association.</li> </ul>	<ul style="list-style-type: none"> <li>Alternative 1 would also include 3.1 acres of private open space, 5.9 acres of neighborhood parks and 2.8 acres of perimeter buffer to be owned by the future Homeowner's Association.</li> </ul>	<ul style="list-style-type: none"> <li>No private open space or neighborhood parks would be provided under Alternative 2.</li> </ul>	<ul style="list-style-type: none"> <li>No private open space or neighborhood parks would be provided under Alternative 3.</li> </ul>
<ul style="list-style-type: none"> <li>New parks and open space would fulfill the demand of new onsite residents and provide additional recreation opportunities for the community.</li> </ul> <p><b>Transportation</b></p> <ul style="list-style-type: none"> <li>Development under the Proposed Action would generate 19,105 daily vehicle trips and 1,705 PM peak hour trips at full buildout in 2015.</li> </ul>	<ul style="list-style-type: none"> <li>New parks and open space under Alternative 1 would fulfill the demand of onsite residents and the community, although at a lower level than the Proposed Action.</li> </ul>	<ul style="list-style-type: none"> <li>No additional demand would be generated by Alternative 2 and the proposed park would provide recreation opportunities for the community.</li> </ul>	<ul style="list-style-type: none"> <li>No additional demand would be generated by Alternative 3 and the no additional park space would be developed for community use.</li> </ul>
	<ul style="list-style-type: none"> <li>Development under Alternative 1 would generate 14,110 daily vehicle trips and 1,415 PM peak hour trips at full buildout in 2015.</li> </ul>	<ul style="list-style-type: none"> <li>Development under Alternative 2 would generate 8,450 daily vehicle trips and 855 PM peak hour trips at full buildout.</li> </ul>	<ul style="list-style-type: none"> <li>Under Alternative 3, no development would occur and no vehicle trips would be generated by the site.</li> </ul>

Proposed Action	Alternative 1	Alternative 2	Alternative 3
<ul style="list-style-type: none"> <li>At 2011, 11 intersections would operate at LOS E/F during the PM peak hour and would require additional baseline improvements. At full buildout in 2015 (and with the 198<sup>th</sup> Avenue E Extension), 21 intersections would operate at LOS E/F during the PM peak hour and would require additional baseline improvements. At full buildout and with additional baseline improvements, 4 intersections would operate at LOS F.</li> </ul> <p>Development at full buildout without the 198<sup>th</sup> Avenue E Extension would result in 3 intersections operating at LOS F with additional baseline improvements.</p>	<ul style="list-style-type: none"> <li>All intersections operating at LOS E/F under the Proposed Action at full buildout would also operate at LOS E/F under Alternative 1 with the exception of Intersections #6 and #28.</li> </ul>	<ul style="list-style-type: none"> <li>All intersections operating at LOS E/F under Alternative 1 at full buildout would also operate at LOS E/F under Alternative 2 with the exception of Intersections #1 and #27.</li> </ul>	<ul style="list-style-type: none"> <li>Under Alternative 3, no development would occur and no changes to the existing LOS levels at area intersections would occur from the site.</li> </ul>
<ul style="list-style-type: none"> <li>Based on Pierce County standards, development at 2011 would result in significant traffic impact at one unsignalized intersection. Development at full buildout (2015) would result in a significant traffic impact at two signalized intersections.</li> </ul> <p>Development at full buildout without the 198<sup>th</sup> Avenue E Extension would result in a significant traffic impact at three signalized intersections and one unsignalized intersection.</p>	<ul style="list-style-type: none"> <li>Similar to the Proposed Action, development under Alternative 1 would result in a significant traffic impact at two signalized intersections.</li> </ul>	<ul style="list-style-type: none"> <li>Under Alternative 2, no significant impacts would occur at signalized or unsignalized intersections in Pierce County.</li> </ul>	<ul style="list-style-type: none"> <li>Under Alternative 3, no development would occur and no impacts would occur at Pierce County intersections.</li> </ul>
<ul style="list-style-type: none"> <li>Development at 2011 would include one site access point and associated intersection. Development at full buildout would include six site access points and associated intersections.</li> </ul>	<ul style="list-style-type: none"> <li>Site access improvements would be similar to the Proposed Action; however, additional residential access would be provided onto S Prairie Road E and a center turn lane would be required.</li> </ul>	<ul style="list-style-type: none"> <li>Site access improvements would generally be similar to the Proposed Action; however, Alternative 2 would include only five access points. Development would also include</li> </ul>	<ul style="list-style-type: none"> <li>Under Alternative 3, no development would occur and no site access improvements would be provided.</li> </ul> <p>The north-south roadway between SR-410 and S Prairie Road E would</p>

Proposed Action	Alternative 1	Alternative 2	Alternative 3
<p>Development would also include the construction of a new north-south roadway between SR-410 and S Prairie Road E.</p>	<p>Development would also include the construction of a new north-south roadway between SR-410 and S Prairie Road E.</p>	<p>the construction of a new north-south roadway between SR-410 and S Prairie Road E.</p>	<p>not be developed.</p>
<ul style="list-style-type: none"> <li>A 270-foot storage lane would be required on SR-410 for westbound left turns at Intersection #37. A 55-foot storage lane would be required on S Prairie Road E for eastbound left turns at Intersection #38.</li> </ul>	<ul style="list-style-type: none"> <li>A 325-foot storage lane would be required on SR-410 at Intersection #37 and a 55-foot storage lane would be required on S Prairie Road E at Intersection #38.</li> </ul>	<ul style="list-style-type: none"> <li>A 185-foot storage lane would be required on SR-410 at Intersection #37 and a 55-foot storage lane would be required on S Prairie Road E at Intersection #38.</li> </ul>	<ul style="list-style-type: none"> <li>Under Alternative 3, no development would occur and storage lanes on SR-410 or S Prairie Road E would be required.</li> </ul>

- C. 5.4 acres of perimeter buffer around the residential portion of the site with approximately one mile of soft surface trail in the north, south, and east perimeter buffers. This area would be dedicated at the time of residential development; construction and dedication would likely occur in phases.
  - D. Two acres of triangle park.
2. In addition, approximately three acres of private recreational space would be included in the residential area of the site. This area would include:
- A. Two privately-owned neighborhood parks totaling approximately two acres;
  - B. One acre of private open space.

### **Significant Unavoidable Adverse Impacts**

If the City property area were not identified by the City of Bonney Lake as a community park, the City's existing LOS deficit in community park area would increase. No other significant unavoidable adverse impacts are anticipated with the proposed mitigation measures.

### **Transportation**

#### **Mitigation Measures**

##### **Phase 1 Development Scenario**

##### *Offsite Mitigation – City of Bonney Lake Intersections*

The City of Bonney Lake has adopted Level of Service (LOS) D for all roadways and intersections. Analysis in the TIA (**Appendix C**) indicates that the city intersections listed below will fall below this level of service by 2011 with or without project traffic.

##### SR 410/Sumner-Buckley Highway

The decline in LOS at this intersection is primarily attributable to the large amount of pipeline project traffic and background growth predicted to be in place by 2011. Phase 1 of the proposed WSU project will increase traffic volumes through this intersection by 60 trips, or approximately 1%. Other than paying the City of Bonney Lake transportation impact fee, no further improvements will be required.

##### SR 410/Main St. (184<sup>th</sup> Avenue E)

This project will account for only 1% of the total traffic volumes through this intersection and will not have a measurable impact. This intersection is included in the City's Traffic Impact Fee (TIF) program and rate schedule, and future planned improvements included in the TIF program will improve the service levels to a LOS D condition.

SR 410/214<sup>th</sup> Avenue E.

This intersection will decline to LOS E with Phase 1 project traffic. Improvements at this intersection are included in the City of Bonney Lake's 2009-2015 Six-Year Transportation Improvement Program. The project will account for 2% of the total entering traffic through this intersection. The City is currently collecting impact fees that will assist in the overall funding to make significant improvements at this location to improve the overall LOS conditions. Impacts at this location will be mitigated by payment of transportation impact fees.

SR 410/Myers Road E

This intersection will operate at LOS F by 2011 without the addition of project traffic. Phase 1 of the proposed WSU project will increase traffic volumes through this intersection by approximately 1% and will not have a measurable impact.

Sumner-Buckley Highway/198<sup>th</sup> Avenue E

This intersection is included in the City's Traffic Impact Fee program and rate schedule and future planned improvements will improve the LOS to an acceptable condition. Phase 1 project trips will account for approximately 1.5% of the total entering trips for this intersection. Impacts will be mitigated by payment of traffic impact fees.

South Prairie Road E/ 202<sup>nd</sup> Avenue E (Pierce County intersection)

This intersection will operate at LOS E for the northbound approach without the addition of Phase 1 traffic. Phase 1 of the project will represent approximately 7.5% of the total entering traffic volume at the intersection. As part of the site access improvements at the new north-south public roadway onto South Prairie Road, the median space constructed to provide for left turns into the project site will also provide left-in and refuge area for left turns out of the 202<sup>nd</sup> Avenue E. With this improvement in place, the intersection will operate at LOS C. No further mitigation is required at this intersection.

**Table 1-2  
WSU Project 2011 Mitigation (Phase 1) Summary**

<b>Intersection</b>	<b>Project-Generated Trips through Intersection</b>	<b>Total Entering Trips</b>	<b>% Site Traffic of Total Entering Traffic</b>	<b>Mitigation Strategy</b>
SR 410/Sumner-Buckley Highway	60	5,105	1.2%	Pay transportation impact fee
SR 410/Main Street	60	5,590	1.1%	Pay transportation impact fee
SR 410/214 <sup>th</sup> Avenue E	70	4,355	1.6%	Pay transportation impact fee
SR 410/Myers Road E	60	4,175	1.4%	None
Sumner-Buckley Hwy/198 <sup>th</sup> Avenue E	20	1,340	1.5%	Pay transportation impact fee
South Prairie Road E/202 <sup>nd</sup> Ave E	106	1,405	7.5%	Construct median as part of site access improvements for new north-south roadway.

### *Site Access and Frontage Improvements*

- Phase 1 of the WSU project is responsible to construct a median refuge lane on South Prairie Road for eastbound left-turns into the site.
- Currently a full urban section exists along the full project frontage on South Prairie Road E. In the event additional frontage improvements are required, the project is responsible to install frontage improvements along the Phase 1 frontage of South Prairie Road. All improvements on South Prairie Road must be approved and permitted by Pierce County.

### *City of Bonney Lake Transportation Impact Fee*

A City-wide Traffic Study, dated April 2006, identified system-wide impacts created as a direct result of new development. The applicant shall be responsible to mitigate off-site traffic impacts created by the new PM Peak hour trips generated by the new development. The applicant shall pay the appropriate impact fee rate adopted at the time of building permit issuance, per the City of Bonney Lake Transportation Impact Fee Ordinance.

### 2015 Full Build Mitigation

Given the certainty of the Phase 1 development plan, the mitigation can be more definitive and specific to the proposed action. However, because of the many variables associated with development of the full-build plan, it is recommended that potential mitigation measures be listed and quantified, but with less certainty that these specific measures will address the full impact of the development phase. In addition, while mitigation required of the Applicant must be proportional to the adverse impacts of the proposal, the City is legally prohibited from granting development approvals unless transportation improvements that maintain LOS at impacted intersections are concurrent with development. RCW 36.70A.070(6)(b).

It is required that for each development phase beyond Phase 1, the project proponent will update the TIA. The updated TIA will be used to determine whether the impacts of the proposed development phase are adequately addressed by the EIS. If the impacts were not adequately addressed in the EIS, the TIA will be used to identify appropriate mitigation measures and network strategies. As a pre-condition of receiving any approvals beyond Phase 1, the Applicant shall enter into a development agreement with the City that sets forth the Applicant's traffic mitigation obligations for the remainder of the build-out. The development agreement shall utilize information from the EIS and updated TIAs. The development agreement shall set forth the Applicant's proportionate share of traffic mitigation for each of the intersections identified in the EIS and updated TIAs pursuant to WAC 197-11-660(1)(d).

In negotiating the Applicant's proportionate share of traffic mitigation for the development agreement, the City and the Applicant shall consider various ways in which the Applicant may meet these obligations; for example, payment of SEPA mitigation fees; payment of impact fees; construction of various projects, with a street latecomer agreement or impact fee credit if appropriate; or concentration of mitigation obligations into a single designated project. If the Applicant and the City cannot agree on terms for traffic mitigation to be included within the development agreement, they may submit proposed terms to the Hearing Examiner, who shall determine the appropriate mitigation language after reviewing the proposals and considering oral and written arguments from each side. The Hearing Examiner's decision shall be final and binding.

## 2015 Offsite Mitigation – Bonney Lake Intersections

### SR410/Sumner-Buckley Highway

The SR 410/Sumner-Buckley intersection will operate at LOS F by 2015 without the project. With the 198<sup>th</sup> extension in place, project traffic will account for approximately 9% of the entering traffic volumes; without the extension, it will account for 8% of entering traffic. Analysis in the TIA indicates that with provision of a second westbound left-turn lane and separate southbound left, through and right-turn lanes the intersection would operate at LOS E with the 198<sup>th</sup> extension in place and LOS D without the extension in place. Improvements to this intersection are included on the City's current Six-Year Transportation Improvement Program and are a mitigation obligation of the Cascadia project. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.

### SR 410/Main Street (184<sup>th</sup> Avenue E)

Analysis in the TIA indicates that with construction of an additional eastbound through lane, this intersection would operate at a LOS E with project traffic and the 198<sup>th</sup> connection in place, or at LOS D without the connection. Signal modifications and channelization improvements at the intersection are listed in the current City TIF schedule. Project traffic accounts for approximately 12% of entering volumes at the intersection if the 198<sup>th</sup> connection is in place, or 10% without the connection. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.

### SR 410/214<sup>th</sup> Avenue E

With the 198<sup>th</sup> extension in place, project traffic would represent 15% of the entering traffic volumes at the SR 410/214<sup>th</sup> Avenue intersection. If the 198<sup>th</sup> extension has not been constructed, project traffic would represent 10% of the entering volumes. Improvements at the intersection are included in the City of Bonney Lake's 2009-2015 Six-Year Transportation Improvement Program. The City is currently collecting impact fees that will assist in the overall funding of the intersection improvements. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.

### SR 410/Myers Road E

At full-build, project traffic would amount to 8% of the entering traffic of the SR 410/Myers Road intersection. The intersection will operate at LOS F for the southbound movement. Plans are in place to restrict left turns from Myers Road onto SR 410, which will mitigate the poor intersection LOS. Therefore, no other specific mitigation will be required.

### Sumner-Buckley Hwy/198<sup>th</sup> Avenue E

This intersection will operate at LOS F by 2015 without the project. Project traffic would account for 4.1% of the entering traffic volumes at the intersection. This intersection is listed on the City's impact fee project list and includes the provision for a signal system to improve LOS conditions. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.

### Church Lake Road E/ W Tapps Hwy

Project traffic will account for 5.4% of the intersection volumes in 2015. The intersection is included on the City's impact fee schedule and the 2009-2015 Six-Year Transportation Improvement Program and includes the provision for a signal system and additional turn lanes to improve LOS conditions. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.

Sumner Buckley Hwy/ Angeline Road

This intersection will operate at LOS F in 2015 without the addition of project traffic. Project traffic will represent approximately 3% of the volumes at the intersection. The City is currently collecting impact fees that will assist in the overall funding of the intersection improvements. Planned improvements include the installation of a signal system which will improve LOS conditions to acceptable levels. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.

Sumner Buckley Hwy/ Church Lake Road

This intersection will operate at LOS F for the northbound approach in 2015 without the addition of project traffic. Installation of a traffic signal will mitigate the LOS condition to an acceptable level. Full-build of the proposed WSU project will increase traffic volumes through this intersection by approximately 3% of the total entering traffic volumes at the intersection.

Sumner Buckley Hwy/Main Street

Full build project traffic would account for approximately 2% of the total entering traffic volumes at the intersection. No mitigation is required at this intersection.

SR 410/ South Prairie Road

This intersection will operate at LOS E by 2015. Without the 198<sup>th</sup> connector in place, full-build project traffic would account for 11.7% of the total traffic volumes at the intersection. With the connector in place, this would be reduced to 7.4%. The SR 410/South Prairie Road intersection has recently been rebuilt to its ultimate configuration, so no further mitigation is required at this intersection.

South Prairie Road/202<sup>nd</sup> Avenue E (Pierce County Intersection)

This intersection will operate at LOS F in 2015 without improvements. As part of site access improvements for Phase 1 of the project, the applicant will install a median refuge lane onto South Prairie Road for northbound left-turns at the intersection. With this improvement in place, the intersection will operate at a LOS C.

Table 1-3 below summarizes the potential mitigation for full-build of the WSU Bonney Lake Project.

**Table 1-3  
WSU Project 2015 Mitigation (Full-Build) Summary**

Intersection	With 198 <sup>th</sup> Extension			Without 198 <sup>th</sup> Extension			Planned upgrade, Applicant's proportionate share of which to be addressed in development agreement
	Site Trips thru I/S	Total Entering Trips	% Site Traffic of Total Entering Traffic	Site Trips thru I/S	Total Entering Trips	% Site Traffic of Total Entering Traffic	
SR 410/Sumner-Buckley Highway	575	6,440	8.9%	515	6,190	8.3%	<ul style="list-style-type: none"> <li>Install new signal and additional turn lanes</li> </ul>
SR 410/Main St.	615	5,290	11.6%	615	5,905	10.4%	<ul style="list-style-type: none"> <li>Construct signal modifications and provide additional WB, NB and WB left-turn lanes.</li> </ul>

Intersection	With 198 <sup>th</sup> Extension			Without 198 <sup>th</sup> Extension			Planned upgrade, Applicant's proportionate share of which to be addressed in development agreement
	Site Trips thru I/S	Total Entering Trips	% Site Traffic of Total Entering Traffic	Site Trips thru I/S	Total Entering Trips	% Site Traffic of Total Entering Traffic	
SR 410/214 <sup>th</sup> Avenue E	735	4,775	15.4%	725	5,650	12.8%	<ul style="list-style-type: none"> <li>Construct intersection improvement.</li> </ul>
SR 410/Myers Road E	515	6,385	8.1%	515	6,385	8.1%	<ul style="list-style-type: none"> <li>No further mitigation required.</li> </ul>
Sumner-Buckley Hwy/198 <sup>th</sup> Avenue E	70	1,700	4.1%	70	1,700	4.1%	<ul style="list-style-type: none"> <li>Install new signal.</li> </ul>
Church Lake Road E/ W Tapps Hwy	55	1,015	5.4%	55	1,015	5.4%	<ul style="list-style-type: none"> <li>Construct traffic signal and additional turn lanes.</li> </ul>
Sumner Buckley Hwy/ Angeline Road	70	2,210	3.2%	70	2,210	3.2%	<ul style="list-style-type: none"> <li>Install signal system.</li> </ul>
Sumner Buckley Hwy/ Church Lake Road	70	2,195	3.2%	70	2,195	3.2%	<ul style="list-style-type: none"> <li>Install traffic signal.</li> </ul>
Sumner Buckley Hwy/Main St.	35	1,845	1.9%	35	1,845	1.9%	<ul style="list-style-type: none"> <li>No mitigation required.</li> </ul>
SR 410/ South Prairie Road	770	6,560	11.7%	470	6,310	7.4%	<ul style="list-style-type: none"> <li>No mitigation required.</li> </ul>
South Prairie Road/ 202 <sup>nd</sup> Ave E	455	1,830	24.9	305	1,830	16.7	<ul style="list-style-type: none"> <li>Construct median refuge lane for northbound left turns.</li> </ul>

### Site Access and Frontage Improvements

The project is responsible to:

Construct proposed north/south collector from South Prairie Road to SR 410. Final intersection control and design layout at SR 410 will be approved by WSDOT.

- Install complete frontage improvements along the full frontage on SR 410, South Prairie Road, and 214<sup>th</sup> Avenue E. All frontage improvements on SR 410 and 214<sup>th</sup> Avenue E. must be permitted and approved by the City of Bonney Lake and by Pierce County for the portion of 214<sup>th</sup> Avenue outside city limits. Currently a full urban section exists along the full project frontage on South Prairie Road E. Any additional improvements on South Prairie Road must be approved and permitted by Pierce County.
- Driveway locations and number of access points onto 214<sup>th</sup> Avenue E will be reviewed and approved at the time of each development phase.

### City of Bonney Lake Transportation Impact Fee

A City-wide Traffic Study, dated April 2006, identified system-wide impacts created as a direct result of new development. The applicant shall be responsible to mitigate off-site traffic impacts created by the new PM peak hour trips generated by the new development. The applicant shall

pay the appropriate impact fee rate adopted at the time of building permit issuance, per the City of Bonney Lake Transportation Impact Fee Ordinance.

#### *Additional Traffic Analysis and Development Agreement*

As each new development phase beyond Phase 1 is proposed, the project proponent will update the TIA and assess the impacts based on traffic conditions at the time of the development application. The updated TIA will be used determine whether the impacts of the proposed development phase are adequately addressed by the EIS. If the impacts were not addressed in the EIS, the TIA will be used to identify appropriate mitigation measures and network strategies. Prior to receiving any approvals beyond Phase 1, the Applicant shall enter into a development agreement with the City that sets forth the Applicant's traffic mitigation obligations for the remainder of the build-out. The development agreement shall be based upon the EIS, but shall incorporate new information or findings from updated TIAs. The development agreement shall set forth the Applicant's proportionate share of traffic mitigation for each of the intersections identified in the EIS or updated TIAs pursuant to WAC 197-11-660(1)(d). In negotiating the Applicant's proportionate share of traffic mitigation for the development agreement, the City and the Applicant shall consider various ways in which the Applicant may meet these obligations; for example, payment of SEPA mitigation fees; payment of impact fees; construction of various projects, with a street latecomer agreement or impact fee credit if appropriate; or concentration of mitigation obligations into a single designated project. If the Applicant and the City cannot agree on terms for traffic mitigation to be included within the development agreement, they may submit proposed terms to the Hearing Examiner, who shall determine the appropriate mitigation language after reviewing the proposals and considering oral and written arguments from each side. The Hearing Examiner's decision shall be final and binding.

#### Other Agency Mitigation

The TIA has provided a thorough analysis of Pierce County intersections, but Pierce County will determine the actual mitigation and requirements for the project in its right-of-way.

#### Mitigation Measures Identified Subsequent to Draft EIS Issuance

Subsequent to the issuance of the Draft EIS, the applicant, the City of Bonney Lake, and Pierce County met to discuss Pierce County's transportation comments on the Draft EIS. Based on these discussions, the following additional mitigation measures were agreed upon by the applicant, the City of Bonney Lake, and Pierce County and would be in lieu of construction of off-site project mitigation or proportional share contributions toward Pierce County intersections identified in the Draft EIS.

1. To mitigate for off-site traffic impacts to Pierce County roadways, the applicant has agreed to voluntarily pay to the County an amount equivalent to 35% of the County's prevailing Traffic Impact Fee for Transportation Service Area 5 (the Bonney Lake Plateau area). Payment to the County will be made prior to issuance of each building permit, with the applicable amount determined at the time of payment using the land use rates as established per Title 4A of the Pierce County Code (as may be amended), but factored by the above listed 35%. Such monies collected by the County shall be earmarked and expended on roadway capacity improvement projects in Transportation

Service Area 5 that serve the development in such a manner as to facilitate the expenditures in as efficient and timely manner as practical.

2. The applicant agrees to review the access plan and to provide acceptable site access design requirements for each respective jurisdiction. These improvements may include but not be limited to left-turn channelization, right-turn deceleration lanes and egress lanes to accommodate the projected traffic levels. The applicant will update the site specific traffic study to assess proper traffic lane requirements for each site access as the project progresses through its development plan. The applicant will also be required to install specific frontage improvements outlined by each respective jurisdiction.

### **Significant Unavoidable Adverse Impacts**

There would be no significant unavoidable adverse transportation impacts as part of development evaluated under the Proposed Actions or alternatives. Transportation improvements identified above are expected to mitigate project traffic impacts to the vicinity arterial roadway and intersection network, meeting local and State level of service and concurrency standards.

## **Transportation**

### **Pierce County Roadway Findings and Mitigation**

Subsequent to the issuance of the Draft EIS, the applicant, the City of Bonney Lake, and Pierce County met to discuss Pierce County's transportation comments on the Draft EIS (refer to **Chapter 4, Letter 3** for a copy of the letter). Based on discussions at this meeting, the applicant, the City of Bonney Lake, and Pierce County agreed on the following findings and additional mitigation measures for inclusion in this Final EIS; additional mitigation measures would be in lieu of construction of off-site project mitigation or proportional share contributions toward Pierce County intersections identified in the Draft EIS.

#### **Findings: System-Wide Impacts**

Based on the transportation models used, roughly 35% of the new vehicle trips generated by the WSU Bonney Lake site will utilize existing County roadways and intersections that are adjacent to the site as well as other primary regional corridors serving the Bonney Lake, Sumner and south plateau areas of the County. This site generated traffic will have an impact on the County roadway system. Various transportation improvements have been identified to address future deficiencies as a result of new development and regional growth within this area of the County as part of the County-wide Transportation Impact Fee program. In order to mitigate the off-site impacts of this proposal on the County roadways, the applicant will provide a voluntary contribution of an equivalent percentage of the Transportation Impact Fees typically collected by the County for like development within the County jurisdiction.

#### ***Mitigation Measure***

The following measure is proposed to mitigate the above referenced system-wide impact:

1. To mitigate for off-site traffic impacts to Pierce County roadways, the applicant has agreed to voluntarily pay to the County an amount equivalent to 35% of the County's prevailing Traffic Impact Fee for Transportation Service Area 5 (the Bonney Lake Plateau area). Payment to the County will be made prior to issuance of each building permit, with the applicable amount determined at the time of payment using the land use rates as established per Title 4A of the Pierce County Code (as may be amended), but factored by the above listed 35%. Such monies collected by the County shall be earmarked and expended on roadway capacity improvement projects in Transportation Service Area 5 that serve the development in such a manner as to facilitate the expenditures in as efficient and timely manner as practical.

#### **Findings: Site Frontage**

The WSU Bonney Lake site will have site ingress and egress on South Prairie Road and 214<sup>th</sup> Avenue. The site is projected to have multiple site access points on both roadways and the exact location of these site accesses will be defined as the project development plan evolves. Currently, the entire site frontage along South Prairie Road and a portion of 214<sup>th</sup> Avenue is under Pierce County jurisdiction and as such will require approval and acceptance of the site

access design and permitting requirements. All other site entries within the City of Bonney Lake will follow City design requirements.

*Mitigation Measure*

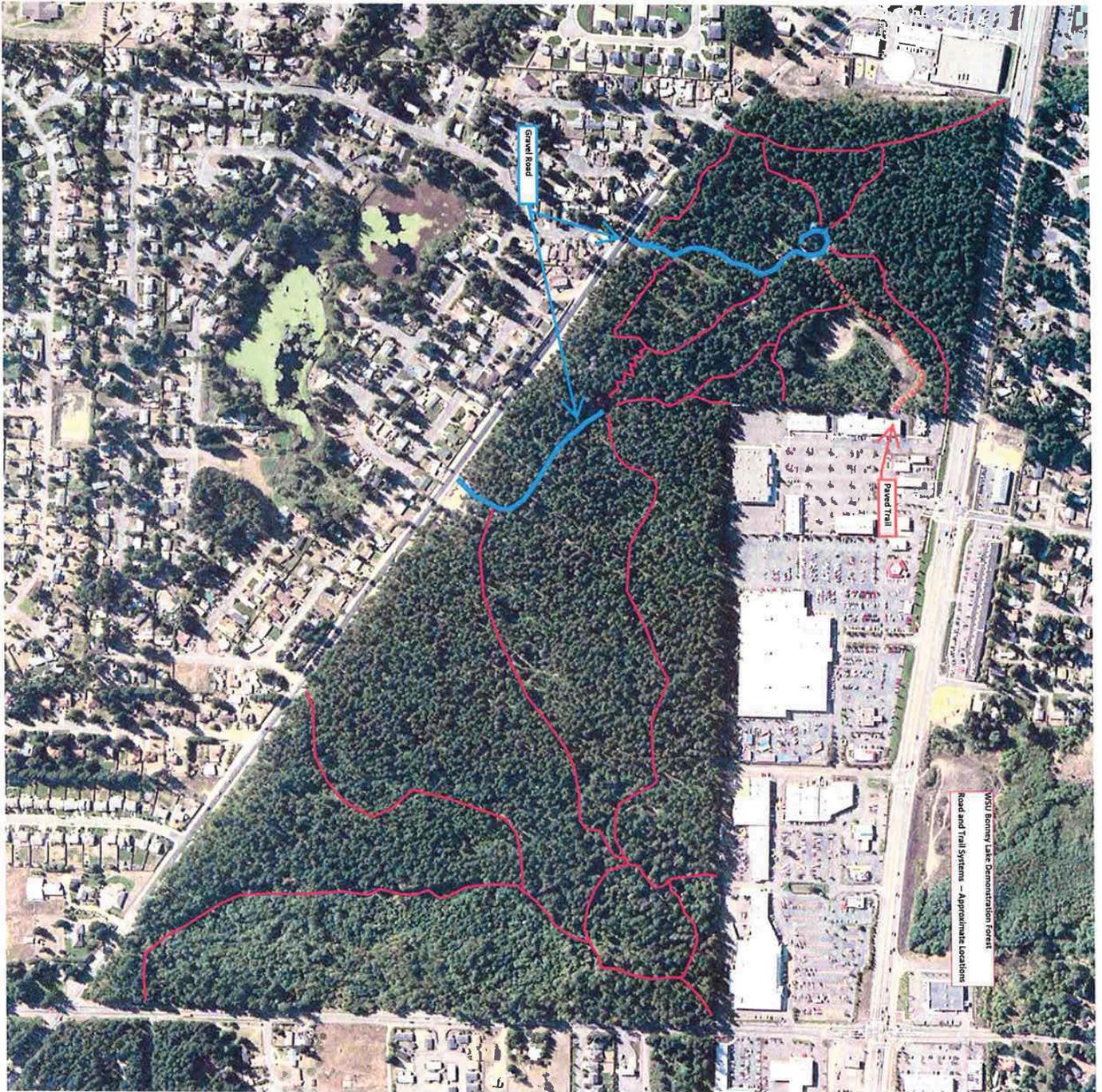
The following measure is proposed to mitigate the above referenced site frontage impact:

2. The applicant agrees to review the access plan and to provide acceptable site access design requirements for each respective jurisdiction. These improvements may include but not be limited to left-turn channelization, right-turn deceleration lanes and egress lanes to accommodate the projected traffic levels. The applicant will update the site specific traffic study to assess proper traffic lane requirements for each site access as the project progresses through its development plan. The applicant will also be required to install specific frontage improvements outlined by each respective jurisdiction.

Attachment 7

Trails that exist on the WSU Property

DRAFT



**Bonney Lake Municipal Code Chapter 18.19****R-3 HIGH DENSITY RESIDENTIAL DISTRICT  
MID-TOWN OVERLAY**

## Sections:

- 18.19.010 General intent
- 18.19.020 Allowed Uses
- 18.19.030 Setback and bulk regulations
- 18.19.040 Fire Safety requirements

**18.19.010 General intent.**

The Mid-Town Overlay is intended to provide limited variations from the existing R-3 zoning Code, to allow for a mix of attached and detached residences, duplexes, townhomes, condominiums, or apartments or a combination thereof, to accommodate appropriate urban densities, and to encourage clustered development in an area of the City that is particularly suitable for innovative residential development techniques. Unless otherwise provided in this Chapter, all regulations governing the R-3 zone shall apply.

**18.19.020 Allowed Uses.**

All uses shall be the same as those permitted in the R-3 zone, except that single family detached residences shall also be permitted. If an Applicant desires to construct single-family detached dwellings, the Applicant must undergo the design review process set forth in BLMC Chapter 14.95.

**18.19.030 Setback and bulk regulations.**

The following bulk regulations shall apply subject to the provisions for yard projections included in BLMC 18.22.080:

- A. Minimum lot area shall be determined by yard setbacks, parking, landscaping and open space requirements.
- B. Density shall be a minimum of 10 and a maximum of 20 units per net acre for residential uses, exclusive of public rights-of-way. "Net acre" is defined in BLMC 18.04.140.
- C. Minimum lot width: 30 feet for detached single family uses; and 20 feet for all other uses.
- D. Minimum front setback: 10 feet from the right-of-way; provided, that a greater setback may be required from streets with inadequate rights-of-way at the discretion of the public works director.
- E. Minimum side yard setback: five feet. Exception: attached dwellings may have zero side yard.

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All residences shall be protected by an approved automatic fire sprinkler system or other fire safety measures as deemed necessary by the fire marshal.

**18.19.040 Fire safety requirements.**

- I. Maximum impervious surface: 80 percent.
- H. Maximum height: 35 feet; provided, that the director(s), with the concurrence of the fire chief of Pierce County Fire Protection District No. 22, may approve buildings up to four stories tall if adequate provision is made for fire protection.
- G. Minimum setback to a single-family residential zone: 20 feet. Exception: Buildings taller than 35 feet shall increase the setback by one foot from any single-family residential zone for every one foot of building height increase over 35 feet. For example, a proposed building of 50 feet shall be set back at least 35 feet from any single-family zone (20 feet plus 15 extra feet for the height increase over 35 feet).
- F. Minimum rear setback is 15 feet; provided, that a separated garage may be built within 10 feet of the rear property line.

**Attachment 9**

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**August 17, 2009 letter from East Pierce Fire & Rescue**

DRAFT



# MEMORANDUM

DATE: AUGUST 17, 2009  
TO: HEATHER STINSON - PLANNING  
CITY OF BONNEY LAKE  
FROM: BARRY M. BARQUEST, FIRE MARSHAL  
SUBJECT: SEPA COMMENTS – COMMERCIAL- MULTI FAMILY WSU FOREST RE-ZONING–  
PLN-2009-01184

I have reviewed the information submitted for the proposed project located on South Prairie Road. I have the following comments:

1. The minimum design fire flow for main extensions and on-site water supplies in multi-family residential developments shall be 2,500 gallons per minute with a minimum duration of 2 hours. Actual fire flow requirements for building permit approval/acquisition shall be accordance with International Fire Code, Appendix B, Fire Flow Requirements for Buildings.
2. Provide proof of water availability prior to the issuance of building permits for the proposed development.
3. Fire hydrants and mains capable of providing the required fire flow shall be provided throughout the site. A minimum of one fire hydrant shall be provided for every 1,250 gallons per minute of required fire flow or fraction thereof. The maximum spacing between fire hydrants shall not exceed 300 feet. Fire hydrant location shall be approved by the Fire Marshal and the City Engineer.
4. A minimum of 3 feet of clear space shall be maintained in all directions around all fire hydrants, fire department connections and fire sprinkler system post indicators valves.
5. Provide approved fire apparatus access roads to within 150 feet of any point on the exterior of the first floor of all buildings. Fire apparatus access roads shall be in accordance with IFC Sec. 503. For the purposes of Sec. 503.2.3, all-weather driving capabilities shall be interpreted to mean paved.
6. Turning radius requirements for our apparatus has been attached to this document for your reference.
7. Provide looped access through the site. Where required, dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved fire apparatus turn-around.

8. Fire apparatus access roads and fire hydrants shall be installed and in service prior to the start of construction above the foundation and/or the accumulation of combustible materials on the site.
9. Provide documentation indicating on-site access roads are designed to accommodate the turning radius and maneuvering characteristics of delivery vehicles and fire apparatus.
10. The fire apparatus access road shall be designed and constructed in accordance with the City of Bonney Lake Public Works Design Standards.
11. Security gates on fire apparatus access roads shall be equipped for both manual and automatic operation and shall be designed and installed in accordance with the East Pierce Fire & Rescue requirements for security gates.
12. Provide approved signage prohibiting parking along the curbs throughout the site to maintain a minimum of 20 feet of unobstructed emergency fire apparatus access. Contact Barry M. Barquest, Fire Marshal, for specific locations.
13. Maximum building height shall not exceed 35 feet. Approval of heights to 50 feet may be allowed with the approval of the Director of Planning and Community Development and the Fire Marshal provided adequate steps are taken to address fire protection and life safety considerations.
14. Construction Trailers. Trailers and job shacks shall not be parked in 20' fire access roads or fire lanes. Twenty foot Fire lanes shall remain unobstructed. Trailers and job shacks shall not be parked at dead-end required turn arounds or hammer heads.
15. Construction trailers and job shacks shall be equipped with 2A-10:BC fire extinguishers with current inspection tags.
16. Construction Trailers and job shacks shall follow all requirements as set forth by Labor and Industry.
17. All group A, B, F, M, R and S occupancies in excess of 8,000 square feet and all group H, Division 4 occupancies in excess of 3,000 square feet shall be protected throughout by an approved automatic fire sprinkler system. A separate permit and plan review submittal is required for the installation of the automatic fire sprinkler system.
18. The Seismic bracing in regard to force and displacement required for fire sprinkler systems bracing shall follow in its entirety the NFPA 13, 2007 edition, the International Building Code 2006 edition and subsequent editions Section 1621 and ASCE7-05. In addition, the International Building Code Section 1705 shall also apply where applicable. A Quality Assurance report shall be provided to the fire department and building department. In addition, all structural and seismic calculations shall be provided to the building department for review. All sprigs 4 feet or more shall be protected against lateral movement. NFPA 13
19. All group A, B, F, M, R and S occupancies in excess of 8,000 square feet and all group H, Division 4 occupancies in excess of 3,000 square feet shall be protected by an approved fire alarm system. A separate permit and plan review submittal is required for the installation of the fire alarm system.
20. All group R occupancies with the exception of detached one and two family dwellings and certain town-houses shall be protected throughout by an approved automatic fire sprinkler system. A separate permit and plan review submittal is required for the installation of the automatic fire sprinkler system.

1 cont.

21. All group R occupancies with the exception of detached one and two family dwellings and certain town-houses shall be protected by an approved fire alarm system. A separate permit and plan review submittal is required for the installation of the fire alarm system.
22. Dumpsters and trash containers having an individual capacity of 1.5 cubic yards or more shall not be placed within 5 feet of combustible walls, openings or combustible roof eave lines.
23. The natural gas meter, regulator and associated piping shall be protected by bollards or other approved devices meeting the requirements of IFC Sec. 312.1, if installed in an area where they may be susceptible to vehicular damage.
24. All lots shall be addressed in accordance with the standard adopted by the City of Bonney Lake, Planning and Community Development Department.

1 cont.

**CITY COUNCIL WORKSHOP**

**November 17, 2009  
5:30 p.m.**

**MINUTES**

City of



*“Where Dreams Can Soar”*

*The City of Bonney Lake’s Mission is to protect the community’s livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.*

*Website: [www.ci.bonney-lake.wa.us](http://www.ci.bonney-lake.wa.us)*

**I. Call to Order:**

Mayor Neil Johnson, Jr. called the workshop to order at 5:35 p.m.

**II. Roll Call:** [A1.3]

Administrative Services Director/City Clerk Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton and Councilmember James Rackley. Councilmember Dave King was absent.

[Staff Members in attendance were City Administrator Don Morrison, Community Development Director John Vodopich, Assistant Police Chief Dana Powers, Chief Financial Officer Al Juarez, Public Works Director Dan Grigsby, Community Services Director Gary Leaf, City Attorney James Dionne, Assistant Public Works Director Charlie Simpson, Human Resources Officer Jenna Young, Administrative Services Director/City Clerk Harwood Edvalson and Records & Information Specialist Susan Duis.]

**Councilmember Rackley moved to excuse Councilmember King. Councilmember Carter seconded the motion.**

**Motion approved 6 – 0.**

**III. Agenda Items:**

5:35:45

**A. Discussion:** AB09-155 Eastown Utility Latecomer Agreement (ULA).

Public Works Director Grigsby said he provided two new documents for Council’s review, including a question and answer sheet and an updated future road network map. The map updates the previous version from 2005 and shows proposed signals, public and private roads. He said the road placement is still not definite, and additional research and agreements must be in place first.

Councilmember Rackley said the Council received copies of letters from David Kongsmo representing the ‘group of 8’ property owners in Eastown. Director Grigsby said the letters indicate the property owners have come to agreement on easements for the street and sewer lines. He said developers need to determine legal descriptions and prepare formal agreements for those easements.

Councilmembers discussed how much of the sewer system the city should take responsibility for designing and constructing. Councilmembers expressed concern with getting the project started as soon as possible, ensuring fairness for property owners, and getting a good return on investment for building out the sewer system in Eastown. Councilmember Bowen noted that people who own property South of 410 in Eastown were in attendance and had come forward to work with the city for sewer service in their area as well. Councilmembers said they would like the

entire system to be designed and constructed. They asked staff to prepare information on separating the project into three parts, so work could begin immediately on the first portion while the city designs subsequent portions. They asked for estimates for setting up three separate latecomer's agreements and utility bonds versus financing the entire project at once.

Councilmember Hamilton said the city would take a big risk in financing the entire sewer system and utility customers could face rate increases if the city did not make its money back in latecomer's fees. He questioned whether the city can afford to build the entire Eastown system along with the necessary expansion of the Sumner Sewer Treatment Plant and other projects in the future. He asked for reassurance that the existing system can handle extra sewer capacity for Eastown and that the city will have a good return on its investment.

Director Grigsby said another item in the agenda packet is a map for property owner Roger Watts' parcel. Mr. Watts had asked that the frontage road not cut through the corner of his property. Director Grigsby said it would not be practical to have the road curve in the small area and that Mr. Watt could use the corner of the property for a stormwater pond or other use.

Mayor Johnson asked staff to prepare information on completing the Eastown sewer system in three portions, including the process to create separate utility latecomer's agreements and bonds for each. He said these discussions will continue at a future workshop.

6:09:05

**B. Council Open Discussion:**

Senior Trips: Deputy Mayor Swatman asked if the administration had completed its new Senior Center policy, and what it says about out-of-state travel. City Administrator Morrison said the policy has been adopted and requires the Center to use a charter bus for any out-of-state travel.

Lacey Sewer Treatment Tour: Councilmember Carter noted that several councilmembers plan to attend a tour of the Lacey Wastewater Treatment Facility on December 5, 2009. Mayor Johnson said the tour will be advertised as a special meeting since he and several Councilmembers are planning to attend. He said he was unsure how many people the tour could facilitate but invited interested citizens to attend if possible.

State Representatives: Councilmember Carter suggested the Mayor invite State Representative Dan Roach and State Senator Pam Roach to come and speak to the Council, noting that Representative Chris Hurst recently attended a meeting.

Historical Society: Councilmember Carter said the Historical Society is working on a book about the history of Bonney Lake and is seeking historical photos. She asked any citizens with historical photos of the city to contact the Society.

Human Services: Councilmember Carter said she received an email that the Bonney Lake Food Bank is in need of food and funds to help feed 750 families this Thanksgiving. She said she has collected \$820 and several bags of food that day and encouraged others to give at the food bank or at City Hall. She said

community resources are available, including the Plateau Community Resource Guide, 2-1-1 phone services and the Sumner Family Center.

Citizen Notifications: Councilmember Carter said she attended a homeowner's association meeting recently and residents offered suggestions to improve notification of proposed land use actions. The suggestions included larger signs, e-mail notifications, posting information on the web site, and providing a guide for citizens online so they know how to get on notification lists and stay informed.

Councilmember Rackley said citizens are often not aware of small projects completed by the Public Works crew, like fixing potholes or repairing signs. He suggested the city put up signs or door hangers to increase awareness of this important work. Councilmember Bowen suggested the city make some a-board signs to place in neighborhoods to highlight the crews' work.

Property Taxes: Deputy Mayor Swatman said a proposed ordinance is on the November 24, 2009 agenda to allow the city to bank a portion of future property taxes. He said he read that Sumner's tax rate is at 0.44% since they de-annexed from the fire district.

Comprehensive Urban Growth Area: Deputy Mayor Swatman said he has spoken with residents living in the CUGA about whether they are interested in being annexed into Bonney Lake. Councilmember Carter asked how annexing the CUGA might affect the city's sewer treatment capacity concerns. She said both possible annexations and the 2010 Census could affect Council Ward boundaries in the future.

Town Hall Meetings: Deputy Mayor Swatman noted that the Council hosted Town Hall meetings last year after the election. He said the events gave citizens a chance to meet Councilmembers and the Mayor and talk about issues that are important to them. He suggested the Council schedule one or two weekend events early next year. Mayor Johnson agreed.

Budget: Deputy Mayor Swatman said he is interested in whether the city could have a 'zero-based' budget and what it would require. Chief Financial Officer said he and his staff have discussed zero-based budgeting and it would be possible to develop. He suggested they continue discussions and look at the 2011-2012 budget as a possible starting point. Councilmember Decker noted that Pierce County plans to lay off 300 more employees in 2010, and asked how the city's finances compare to the County's. Deputy Mayor Swatman said the city should consider 2010 events such as Bonney Lake Days, which may be reduced to Friday night and Saturday, with no events on Sunday.

Holiday Decorations: Councilmember Rackley encouraged the city to put up holiday decorations around the city as soon as possible after Thanksgiving to help kick off the season for residents and local businesses.

**Councilmember Bowen moved for a 5-minute break. Councilmember Rackley seconded the motion.**

**Motion approved 6 – 0.**

Mayor Johnson brought the workshop back to order at 6:39 p.m.

6:40:07

- C. **Review of Council Minutes:** October 20, 2009 Workshop, October 27, 2009 Meeting, and November 10, 2009 Meeting.

Councilmember Carter said the October 20, 2009 had typographical errors on pages 1 and 2. On the November 10, 2009 Minutes, the minutes should reflect that Administrator Don Morrison also attended the Community Leaders' Coffee. The minutes were forwarded to the November 24, 2009 Meeting for approval with these corrections.

6:41:53

- D. **Discussion:** AB09-168 - Ordinance D09-168 - An Ordinance of the City Council of the City of Bonney Lake Amending the Comprehensive Plan Land Use Designation and Zoning for Tax Parcel Nos. 0519032005, 0519031000, 0519034002, Also Known as the WSU Forest.

Community Services Director said the proposed amendment includes three parcels known as the 'WSU Forest.' The amendment would change the land use and zoning for portions of the property to commercial, public facilities and high density residential, respectively. A public hearing on the proposed amendment is scheduled for the November 24, 2009 Council Meeting. Mayor Johnson said the city is working with the property owner on an agreement to transfer a portion of the property to the city for a public park. He said the final Environmental Impact Statement is in progress and should be available shortly. The Planning Commission recommended approving the proposed ordinance, with two commissioners voting 'no' due to concerns about traffic and sewer capacity. He said the developer has proposed connecting 211<sup>th</sup> St E, noting that any agreements needed to extend the road would need to be worked out between the developer and property owners directly.

Councilmembers discussed the value of the property and noted its proximity to other commercial areas. Councilmember Carter said it would benefit the city to have additional trails on the property, but a soft surface trail would be problematic for seniors and the disabled. She also said she does not want to see construction of mini-storage facilities on the site. Community Services Director Leaf said the acquisition of public land on the site would double the city's parks acreage, and would also require more funds to open and maintain the area for public access. Deputy Mayor Swatman said he hopes the public land agreement will offer the city flexibility to use the land for other purposes in the far future. The proposed ordinance was forwarded to the November 24, 2009 Meeting for a public hearing.

7:09:26

- E. **Discussion:** AB09-170 - Ordinance D09-170 - An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, Amending the Comprehensive Plan Land Use Designation of the Woodyard Property, Parcel No. 4910000330.

Community Development Director Vodopich said the Planning Commission unanimously recommended approving this proposed ordinance. He said this is a site-specific rezone to commercial zoning and land use. Deputy Mayor Swatman said he opposes the proposed change. He said the commercial frontage creeps along the roadway and the Council needs to evaluate how the change fits with the Comprehensive Plan overall. Councilmembers discussed commercial access

issues in the area near the parcel for the Wal-Mart shopping center and other businesses. The proposed ordinance was forwarded to the November 24, 2009 Meeting for a public hearing.

7:15:41

- F. **Discussion:** AB09-171 - Ordinance D09-171 - An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, Adopting the 2009 Comprehensive Sewer Plan, the 2008 Comprehensive Water Plan, and Amending the Utilities Element of the Comprehensive Plan Referencing these Plans.

Director Grigsby explained that the Council has received copies of the draft utilities plans during discussions earlier in the year. Once approved, they will be re-titled as 'final' and inserted into the Comprehensive Plan. Deputy Mayor Swatman expressed concern that the plans are based on old growth projections, which have been affected by the current economic crisis. Director Grigsby said the plans are based on 2007 and 2008 projections, and the city reviews these plans every 5-6 years specifically to address changes in projections and needs. He said all the projects listed in the plans must still be approved by the Council before they go forward. Deputy Mayor Swatman noted the city's water conservation plan has been quite successful, noting strong use of the city's toilet and washer rebate programs. Director Grigsby said the leaky mains project has helped reduce water use considerably. He said the city's water loss is estimated at 6%, which is far below the State's goals for 10% or less water loss rates. The proposed ordinance was forwarded to the November 24, 2009 Meeting for a public hearing.

7:21:51

- G. **Discussion:** AB09-174 - Ordinance D09-174 - An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, Adopting the Mid-biennial Budget Amendment for Budget Years 2009 and 2010.

City Administrator Morrison explained the exhibits provided for review, including adjustments to individual funds, adjusted revenue and expenditure projections, and a revised budget model. He said most discretionary items were put on hold. He said department heads will receive revised departmental budget balances and will have discretion on how to use their remaining budgets in 2010. He said the budget model has improved slightly, but the city will still need to draw down the fund balance over the next couple of years. Chief Financial Officer Juarez highlighted specific expenditure and revenue reductions, and said staff are working hard to be good stewards of the city's revenues. City Administrator Morrison said he is trying not to reduce services to the public like public safety, street repair, and parks. He said the public will probably not notice reductions at this time, though several years of reductions will begin to impact services on a larger scale.

Councilmembers asked department heads to give input on how budget cuts affect their departments. Department heads said they have cut discretionary items such as equipment, training and consulting services. They said employee furloughs may cause scheduling issues and some reduced service over the coming year. Public Works Director Grigsby said the city plans to hire a development engineer instead of paying consultants for development review, which will result in a cost savings to the city. Several vacant positions will not be filled and other staff have been re-assigned to other departments. In addition, non-represented employees will not receive cost of living increases, and additional cost savings may be

available through changes to health plans. The city is currently in negotiations with the AFSCME union on their new contract. Councilmembers thanked staff for their hard work to reduce expenditures and stressed the importance of maintaining the city’s ‘human capital’ by retaining employees in the future. The proposed ordinance was forwarded to the November 24, 2009 Meeting for a public hearing.

7:50:36

H. **Discussion:** AB09-79 - Ordinance D09-79 - An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Chapter 12.12 of the Bonney Lake Municipal Code and the Corresponding Portions of Ordinance Nos. 1232, 1150, 1037, 1015, 826, 669, 661, and 454 Relating to Park Regulations.

Community Services Director Leaf said the proposed ordinance has come before the Park Board, Public Safety committee and Finance Committee. He said there are several minor amendments, including those that address trespassing in public parks. Councilmember Carter noted possible State legislation regarding banning alcohol sales in public parks, which may come forward next year. Mayor Johnson suggested the discussions continue at a future workshop so Councilmember King, who has invested a lot of time in the ordinance, can take part. The item was continued to the December 1, 2009 Workshop for discussion.

7:54:44

IV. **Closed Session:**

Pursuant to RCW 42.30.140(4)(a) the City Council met in a closed session with the City Attorney to discuss labor negotiations at 7:57 p.m. for 15 minutes. The closed session was extended for 5 minutes at 8:20 p.m. The workshop returned to order at 8:26 p.m. No action was taken.

V. **Adjournment:**

**At 8:26 p.m. Councilmember Rackley moved to adjourn the workshop. Councilmember Bowen seconded the motion.**

**Motion approved 7 – 0.**

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Harwood T. Edvalson, CMC  
City Clerk

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Neil Johnson, Jr.  
Mayor

Items submitted to the Council Workshop of November 17, 2009:

- City of Bonney Lake – *Letter from David Konsmo re: “Inclusion of Septic Variance for Limited Eastown Property Owners”* – Public Works Director Dan Grigsby.
- City of Bonney Lake – *Letter from David Konsmo re: “Follow Up on Eastown “A” & “B” Sewer Infrastructure Matters”* – Public Works Director Dan Grigsby.
- City of Bonney Lake – *Future Eastown Road Network Map* – Public Works Director Dan Grigsby.



**ORDINANCE NO. D09-79**

**AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTERS 12.12 AND 8.20 OF THE BONNEY LAKE MUNICIPAL CODE AND THE CORRESPONDING PORTIONS OF ORDINANCE NOS. 1232, 1150, 1037, 1015, 826, 669, 661, AND 454 RELATING TO PARK REGULATIONS.**

WHEREAS, the Bonney Lake Park Board has reviewed Chapter 12.12 of the Bonney Lake Municipal Code and recommends clarifications to the code; and

WHEREAS, it is necessary to amend the City's regulations with regard to the issuance of No Trespass Orders from City parks and other facilities, in order to clarify the process and allow for due process protections;

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

Section 1. Bonney Lake Municipal Code Chapter 12.12 and the corresponding portions of Ordinance Nos. 1150, 1037, 1015, 826, 669, 661, and 454 are hereby amended to read as follows:

**12.12.010 Rule making authority.**

The mayor, or his or her designee, may make and promulgate reasonable rules and regulations for safety and sanitation and periods of public use of public parks of the city, which shall be posted in conspicuous places in or adjacent to any park of the city. (Ord. 1232 § 1, 2007; Ord. 250 § 4, 1967).

**12.12.020 Unauthorized motor vehicles.**

Unless authorized in advance for a special event specifically designated by the mayor, or his or her designee, Mmotor vehicles are prohibited in all areas of any city park, except that motor vehicles licensed by the Washington State Department of Licensing or similar licensing department from another state are permitted in areas designated for parking only. For purposes of this section, "motor vehicles" are defined as any device with two or more wheels powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion. Examples of "motor vehicles" include, but are not limited to, motorized foot scooters, mini-motorcycles, and ~~motorized toys~~ all-terrain vehicles, commonly referred to as power wheels. This section shall not apply to any disabled person using a wheelchair conveyance as defined in RCW 46.04.710, or city-owned or approved park maintenance vehicles. (Ord. 1232 § 1, 2007; Ord. 1150 § 1, 2005; Ord. 454 § 6(1), 1977).

**12.12.030 Alcoholic beverages.**

No person shall possess or consume an alcoholic beverage in any city park except in a City-designated beer garden or wine tasting area according to BLMC 12.12.035. (Ord. 1232 § 1, 2007; Ord. 454 § 6(2), 1977).

**12.12.035 City-designated beer gardens and/or wine tasting areas.**

Notwithstanding the provisions of BLMC 12.12.030, it shall not be unlawful for any person over 21 years of age to possess or consume alcoholic beverages within any city-designated beer garden and/or wine tasting area at Allan Yorke Park during the annual Bonney Lake Days, Friday, Saturday and Sunday during the third weekend in August or other special events specifically designated by the mayor, or his or her designee. The mayor or his or her designee is authorized to impose such regulations upon such operations as he or she deems appropriate; provided, that the city-designated beer garden and/or wine tasting area shall not open any sooner than 12:00 p.m. on each day of the annual event and shall be allowed to remain open until the day's planned event ends, or earlier, if circumstances so require. (Ord. 1232 § 1, 2007; Ord. 1015 § 1, 2004).

**12.12.040 Hours of use.**

Unless authorized in advance for a special event specifically designated by the mayor, or his or her designee, City parks shall be open from dawn until dusk each day. No person shall go upon any city park except during opening hours. (Ord. 1232 § 1, 2007; Ord. 454 § 6(3), 1977).

**12.12.050 Group use.**

Groups of more than 50 people shall not be allowed to use any city park without first obtaining a permit from the city. The conditions for issuance of a permit shall be set by the ~~city clerk~~ mayor, or his or her designee, and shall be designed to mitigate problems caused by large groups, such as park overcrowding, noise, traffic, safety concerns, competition over park facilities, littering, crime, and damage to park facilities. Groups wishing to reserve park facilities such as ballfields and picnic shelters must make a reservation prior to such use by contacting the community services department. Reservation fees are listed in BLMC 12.12.055. (Ord. 1232 § 1, 2007; Ord. 454 § 6(4), 1977).

**12.12.051 Boat launch facilities – Fees established.**

~~There is fixed and established at~~The following schedule of fees ~~to~~ shall be charged by the city for use of the boat launch facilities:

A. A resident boat launch admission card (“card”) shall be available at Bonney Lake City Hall. The cost of the card shall be \$25.00 per watercraft per year. Residency will be verified through utility accounts information, current Washington State driver’s license or other acceptable proof of residency. The card shall not be transferable to other watercraft. Resident watercraft ownership must be verified by state license(s) ~~of the watercraft,~~ if applicable, or some other acceptable proof of ownership. The card will expire on December 31st of each year.

B. A fee of \$8.50, paid electronically, will be required, per launch or recovery, at the boat launch facilities for any watercraft not issued a valid resident boat launch admission card for which a currently authorized card is not being used.

C. The administrative fee for replacement of a card is \$100.00. No refunds will be given for lost, stolen, or unused cards.

D. The city may temporarily close the boat launch facility without advance notice. No refunds will be given for the temporary or permanent closure of the boat launch facility.

E. The mayor is authorized to promulgate policies and procedures necessary for the implementation of this section and the administration of the boat launch program. (Ord. 1232 § 1, 2007; Ord. 1037 § 1, 2004; Ord. 826 § 8, 1999; Ord. 669 § 1, 1993).

**12.12.052 Disposition of boat launch fees.**

All costs of the program will be paid from the gross revenues collected. The balance of any moneys after the expenses are to be paid into the general fund and split evenly between the park department and the police department. The park department funds shall be used solely for park facilities operation, maintenance and improvements to park department facilities. Police department funds shall be used solely for the water safety and park enforcement programs. (Ord. 1232 § 1, 2007; Ord. 669 § 2, 1993).

**12.12.053 Administration of program.**

*Repealed by Ord. 1232.* (Ord. 669 § 3, 1993).

**12.12.055 Fees established.**

There is fixed and established the following schedule of fees to be charged for reserved use of the following designated facilities:

Soccer and baseball fields:	
First two hours of rental	\$7.00
Each additional two hours	\$7.00
Picnic areas:	
1 – 50 persons	\$25.00
*51 – 150 persons	\$50.00
*151+ persons	\$75.00
<u>*In addition a permit from the City is required for groups of more than 50 people (see BLMC 12.12.050)</u>	

(Ord. 1232 § 1, 2007; Ord. 826 § 9, 1999; Ord. 661 § 1, 1993).

**12.12.057 Disposition of fee moneys.**

All such fees collected from the use of the concession stand, soccer fields, baseball fields and picnic areas, and revenues derived from cellular towers sited in city parks shall be paid into the ~~park department~~ general fund and ~~shall be~~ used solely for park facilities' operations and maintenance and/or park facilities' improvements. (Ord. 1232 § 1, 2007; Ord. 661 § 2, 1993).

**12.12.060 City ordinances to remain in effect.**

The ordinances of the city and the laws of the state not in conflict with BLMC 12.12.020 through 12.12.050 shall remain in full force and effect as to city parks. (Ord. 1232 § 1, 2007; Ord. 454 § 6(5), 1977).

**12.12.070 Structures and signs.**

No person, firm or corporation shall use, place or erect any placard, notice, sign or device or any kind of advertising in any park, or erect a structure of any kind in any park; provided, however, the ~~community services director~~ mayor, or his or her designated representative, may permit the erection of temporary directional signs, decorations, advertising signs or temporary stands and buildings on occasions of group or public meetings, ~~or for purposes of organized athletic events, or special events specifically designated by the mayor, or his or her designee.~~ Except during special events, signs must be affixed in such a way they do not block the vision of first responders entering the park. (Ord. 1232 § 1, 2007; Ord. 454 § 6(6), 1977).

**12.12.080 Injuring plants.**

No person shall, without the written permission of the ~~community services director~~ mayor, or his or her designated representative, cut, injure, deface, remove or disturb any tree, shrub, plant, building, fence, bench or other structure, apparatus or property in a public park or a public place, or injure, misuse or remove any device placed to protect such tree, shrub, building, fence, bench, or other structure, apparatus or property. (Ord. 1232 § 1, 2007; Ord. 454 § 6(7), 1977).

**12.12.090 Entering posted areas.**

No person shall enter upon any portion of lawn or ground within a public park or a public place when notified by a sign placed in such park or public place, or by a police officer, not to enter upon such lawn or ground. (Ord. 1232 § 1, 2007; Ord. 454 § 6(8), 1977).

**12.12.100 Littering.**

No person shall throw or deposit any refuse, litter, garbage or other waste materials in any park or public place, except in designated receptacles. (Ord. 1232 § 1, 2007; Ord. 454 § 6(9), 1977).

**12.12.110 Fires.**

No person shall make or kindle any fire in a public park or public place except at places designated for such purpose. (Ord. 1232 § 1, 2007; Ord. 454 § 6(10), 1977).

**12.12.120 Remaining after closing hours.**

Unless authorized by the mayor, or his or her designee for special events, ~~community services director~~, no person or motor vehicle shall remain in a public park or public place after the posted closing hours. Any motor vehicle found parked in violation shall be towed away at the owner's expense and/or cited. Signs shall be posted in parking areas in public places designating such places as tow-away zones in conformance with RCW 46.55.070. (Ord. 1232 § 1, 2007; Ord. 454 § 6(11), 1977).

**12.12.130 Animals at large.**

No person shall allow or permit any animal to run at large in any public park except in designated areas. Animals are permitted if kept on a leash no longer than eight feet, or confined and under control at all times. Any person with an animal in his or her

possession or control in any city park shall be responsible for the conduct of the animal and removing from the park grounds fecal matter deposited by such animal. Horses shall not be permitted in any city park except where specifically designated. This regulation may be temporarily waived by the mayor, or his or her designee, community services director for special events. ~~No person may fish where a sign prohibiting such activity is posted. All laws, rules, and regulations of the state of Washington relating to season catch limits and methods of fishing shall apply to all city parks and public places. A violator of this section may be charged with an infraction for which the penalty is listed in BLMC 12.12.250.~~ (Ord. 1232 § 1, 2007; Ord. 454 § 6(12), 1977).

#### **12.12.135 Fishing.**

No person may fish where a sign prohibiting such activity is posted. A violator of this section may be charged with an infraction for which the penalty is listed in BLMC 12.12.250. (Ord. 1232 § 1, 2007; Ord. 454 § 6(12), 1977).

#### **12.12.140 Firearms.**

No person shall possess, use or discharge any firearm, air gun, BB gun, slingshot or any bow and arrow in a public park, or use or discharge any such weapon in a public place, unless otherwise authorized as a part of an organized recreation program of the park and recreation department of the city, or other public agency, or a special event specifically designated by the mayor, or his or her designee. A violator of this section may be cited into an appropriate court of law and charged with a misdemeanor. Conviction of such misdemeanor shall be punished by a fine of not more than \$1,000, imprisonment for a term not to exceed 90 days, or both. (Ord. 1232 § 1, 2007; Ord. 454 § 6(13), 1977).

#### **12.12.145 Fireworks prohibited.**

No person shall possess, nor allow any minor child under said person's immediate supervision to use, possess or explode any fireworks in any public park unless such possession or use is part of a duly authorized public display. The term "fireworks" shall include ~~"common consumer~~ fireworks" as per the provisions of Chapter 70.77 RCW. (Ord. 1232 § 1, 2007; Ord. 454B § 1, 1983).

#### **12.12.150 Molesting animals.**

No person shall molest, catch, injure or kill, or throw any stone or missile of any kind at, or strike with any stick or weapon, any animal or bird in a public park or public place. A violator of this section may be ~~cited into an appropriate court of law and~~ charged with a misdemeanor. Conviction of such misdemeanor shall be punished by a fine of not more than \$1,000, imprisonment for a term not to exceed 90 days, or both. (Ord. 1232 § 1, 2007; Ord. 454 § 6(14), 1977).

#### **12.12.160 ~~Soliciting~~ Selling merchandise prohibited.**

Unless authorized in advance for a special event specifically designated by the mayor, or his or her designee, No person shall solicit or ask for the payment or gift of money, or sell, offer or solicit for sale, any goods, services or merchandise in a public park or public place without the prior written permit from the city clerk or his designated representative. An exemption from this section is hereby granted to the concessionaire occupying the

concession stand at Allan Yorke park. (Ord. 1232 § 1, 2007; Ord. 454 § 6(15), 1977).

**12.12.170 Amplified sound.**

No person shall operate or use any loudspeaker or mechanical means of amplifying sound in any public park or public place without the prior written consent of the ~~police~~ chief mayor, or his or her designated representative. Loud music, loud muffler noise, and loitering in vehicles in city parks shall be prohibited. (Ord. 1232 § 1, 2007; Ord. 454 § 6(16), 1977).

**12.12.180 Exhibitions.**

No person shall conduct any circus, carnival or similar exhibition except as a part of an organized recreation program of the parks and recreation department, or as a special event authorized by the mayor, or his or her designee. (Ord. 1232 § 1, 2007; Ord. 454 § 6(17), 1977).

**12.12.190 Boats – Operation.**

No person shall have, keep or operate any boat or other watercraft within the limits of any park or land the same at any point on the shore bordering any park, except at places designated for such purpose or except in an emergency. (Ord. 1232 § 1, 2007; Ord. 454 § 6(18), 1977).

**12.12.200 Boats – Compliance with Pierce County water regulations required.**

*Repealed by Ord. 1028.* (Ord. 454A § 2, 1978).

**12.12.210 Bicycles.**

No person shall ride or drive any bicycle in any city park in a manner that is negligent or endangers or is likely to endanger any person or property. For purposes of this section, “negligent” means the failure to exercise ordinary care, and is the doing of some act that a reasonably careful person would not do under the same or similar circumstances or the failure to do something that a reasonably careful person would do under the same or similar circumstances ~~or motor vehicle over or through any public park or public place except along and upon public roads, streets or other designated areas therein, or operate any vehicle at a speed in excess of the posted speed limit.~~ (Ord. 1232 § 1, 2007; Ord. 454 § 6(20), 1977).

**12.12.220 Games.**

No person shall practice or play golf, baseball or other games of like character in any public park or public place except at places designated for such purposes. (Ord. 1232 § 1, 2007; Ord. 454 § 6(21), 1977).

**12.12.230 Trees.**

No person shall, without the written permission of the ~~city engineer~~ mayor, or his or her designated representative, after consulting with the City Arborist, place or hereafter maintain upon the ground in a public park or public place any stone, cement or other substance which shall impede the free entrance of water and air to the roots of any tree planted in such public park or public place, without leaving an open space of ground outside the trunk of the tree not less than four feet square. (Ord. 1232 § 1, 2007; Ord. 454

§ 6(22), 1977).

**12.12.240 Interference with employees.**

No person, firm or corporation shall prevent, delay or interfere with the employees of the city in the planting, pruning, spraying or removing of trees, plants or shrubs in a public park or a public place. Any removal of trees shall be under advice of the City Arborist. If tree removal is in an area identified as a Critical Area under BLMC 16.20, the guidelines for tree preservation and removal contained within BLMC Title 16 shall govern. (Ord. 1232 § 1, 2007; Ord. 454 § 6(23), 1977).

**12.12.250 Violations – Penalties.**

~~The acts or conditions enumerated in~~ Unless otherwise designated elsewhere in this Chapter, violations of any of the provisions of this chapter are proclaimed to be public nuisances. Those persons responsible for maintaining with knowledge such nuisance, or for committing a crime in any city park, shall be subject to immediate ejection from the city park area and served with a no trespass order by the police department pursuant to the procedures of BLMC 8.20.050. Unless otherwise specifically set forth herein, a violator may also be charged with an infraction for which the penalty shall be as follows:

<del>1st offense within one year</del>	<del>\$45.00</del>
<del>2nd offense within one year</del>	<del>\$150.00</del>
<del>3rd offense within one year</del>	<del>\$200.00</del>

~~Persons charged with infractions shall be processed by the municipal court in the same manner as persons charged with traffic infractions. Persons failing to appear for hearings for violations of this chapter shall be subject to the penalties set forth in BLMC 1.16.030 a class 3 civil infraction under Chapter 7.80 RCW. Repeat violations shall constitute class 1 civil infractions under Chapter 7.80 RCW.~~ (Ord. 1232 § 1, 2007; Ord. 656 § 3, 1992; Ord. 454 § 6(23), 1977).

Section 2. Section 8.20.050 of the Bonney Lake Municipal Code and the corresponding portions of Ordinance No. 454 are hereby amended to read as follows:

8.20.050 Violation deemed misdemeanor – No trespass orders authorized.

(1) Any person, firm or corporation who shall knowingly cause or create a nuisance, or permit any nuisance to be caused or created or placed upon or any premises owned or occupied by him or them, shall upon conviction thereof be deemed guilty of a misdemeanor.

(2) In addition to or in lieu of charging a violator with a misdemeanor, the police department has the authority to issue and serve no trespass orders informing the recipient that he or she is prohibited from entering or remaining on the city property identified in the order, upon the following:

- (a) persons responsible for violation of BLMC 12.12.250; and
- (b) persons whom the department has probable cause to believe have committed a criminal offense or nuisance on city property. For purposes of this provision, city property does not include streets and city rights-of-way.

(3) No trespass orders shall be in writing and shall contain the following elements:

(a) the signature of the issuing police officer;

(b) the date of issuance;

(c) the reason for issuance;

(d) the duration of the order, not to exceed one year;

(e) identification of the property the recipient is prohibited from entering or remaining on; and

(f) language notifying the recipient that violation of the terms of the order shall give rise to criminal prosecution under BLMC 9.60.

(g) a description of how to appeal the order pursuant to subsection (4) of this Section.

(4) Appeal. The recipient of a no trespass order may appeal issuance or terms of the order by submitting a written appeal request to the Police Chief or designee.

(a) Upon receipt of a request for appeal, the Police Chief or designee shall meet with the appellant, receive such evidence as the appellant chooses to present, and review any sworn statement of the issuing officer. If the Police Chief or designee determines it is more likely than not that the appellant committed the violation that prompted the trespass order, the order shall be affirmed. Upon affirming of an order, the Police Chief or designee may, at his or her discretion, reduce the duration of the no trespass order for good cause shown.

(b) The decision of the Police Chief or Designee shall be final.

Section 3. This ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.

**PASSED by the City Council and approved by the Mayor this 24th day of November, 2009.**

\_\_\_\_\_  
Neil Johnson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
James J. Dionne, City Attorney

Passed:  
Valid:  
Published:  
Effective Date:



# Memo

**To:** Mayor and City Council

**From:** Don Morrison, City Administrator

**Date:** November 17, 2009

**Re:** **Extension and Amendment of Solid Waste Contract with DM Disposal**

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## **Proposal:**

The Administration recommends that the Council approve an amendment to the current agreement with DM Disposal for solid waste services. The amendment:

1. Extends the Agreement by another five (5) year term;
2. Assigns to the City the past due amounts from customers who have had their service disconnected, and authorizes DM to deduct these amounts from the utility tax due.

## **Discussion:**

In 2004 the City, under the principal leadership of Deputy Mayor Dan Swatman and then Councilmember Neil Johnson, rejected the proposed renewal of the previous Agreement with DM Disposal, and resolved to renegotiate the contract. As a result of the renegotiation, the City was able to lower the refuse collection rates and obtain several favorable services. Today, Bonney Lake residents continue to enjoy lower refuse rates than persons in the surrounding unincorporated parts of Pierce County. In addition, the City receives approximately \$51,000 in no-fee services (community clean-up and free collection at City facilities) as part of the Agreement. The current Agreement expires at the end of the year (12/31/09).

Due to the favorable rates and services provided under the current Agreement, it is proposed that the Agreement be extended for another five (5) year term. In looking at the current rates, I do not believe the City would be better served by formally rebidding the solid waste collection agreement, and there is a possibility that a rebid would result in higher rates or fewer complimentary services.

The Agreement provides that any newly annexed area would fall under the provisions of this agreement, whereas the City would need to wait a minimum of seven (7) years before it could bring the area under the City's contract. Should the City annex the CUGA, this provision alone would provide an additional \$41,000 - \$50,000 per year to the City in utility tax that would otherwise not be collected.

The principal amendment to the Agreement provides that DM may assign to the City the past due amounts from customers who have had their service disconnected, and authorizes DM to deduct these amounts from the utility tax due. Solid waste collection in Bonney Lake is mandatory. This is to protect the health and safety of the community by assuring that refuse does not pile up, etc. Universal service also allows citizens to obtain more favorable refuse rates through an economy of scale, and equitably distributes the costs of collecting community (City) refuse among all customers.

What happens if a household or business has refuse service cutoff due to nonpayment? The City receives utility tax from DM Disposal based on gross revenues. If a person refuses to accept service, or has service discontinued due to nonpayment, DM loses money and the City loses money (due to reduced utility tax collections). DM cannot reasonably be expected to continue to provide service to someone who fails to pay and is shutoff. In 2008, DM Disposal paid the City \$225,000 in business excise (utility) taxes.

Section 3 of the Amendment attempts to resolve this issue by providing that if DM Disposal is unsuccessful in its efforts to collect all undisputed past due customer balances for services rendered under the Agreement, DM will then assign all aggregate past due amounts to the City and shall be entitled to deduct such past due obligations from the 6% Utility Tax remittance. This is not a large sum, currently estimated at +/- \$2,000 per year. Once assigned to the City, however, the City would be able to either add the past amount due to the customer's utility bill, file a lien for the past due balance, or send the amount to collections.

Another minor amendment provides that DM would be entitled to a fuel surcharge should the price of fuel (diesel/compressed natural gas) during any time the fuel cost exceeds \$3.00 per gallon.

**RESOLUTION NO. 1974**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE AGREEMENT WITH DM DISPOSAL FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLES AND YARD WASTE.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Amendment to the Agreement between the City of Bonney Lake and D. M. Disposal Company, attached hereto and incorporated herein by this reference.

**PASSED** by the City Council this 8<sup>th</sup> day of December, 2009.

\_\_\_\_\_  
Neil Johnson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE,  
RECYCLABLES AND YARD WASTE IN THE CITY OF BONNEY LAKE BETWEEN  
THE CITY OF BONNEY LAKE AND D. M. DISPOSAL CO., INC.**

THIS AMENDMENT is made and entered into this \_\_\_\_ day of December, 2009, by and between the CITY OF BONNEY LAKE, a municipal corporation ("City"), and D. M. DISPOSAL CO., INC., a Washington Corporation ("Contractor"), with reference to the following facts:

**RECITALS**

- A. The City and the Contractor entered into an Agreement for the collection, proper disposition of solid waste, recyclables and yard waste in the City of Bonney Lake dated July 27<sup>th</sup>, 2004, (the "Agreement");
- B. City and Contractor have reached an agreement to extend the term of the Agreement based on the mutual terms and conditions associated with the ongoing Agreement; and
- C. City and Contractor now are executing this written Amendment to memorialize the extension.

**AMENDMENT**

In consideration of the mutual promises set forth below and in the underlying agreement, the parties hereby agree to amend the Agreement as follows:

**1. Amendment of Section 3 of the Agreement – Term/Implementation of New Term and Conditions**

Section 3 of the Agreement is hereby amended to extend the contract term for an additional five (5) year period by mutual agreement of the parties. The contract term shall now run through December 31, 2014. Upon expiration of the term, or expiration of any extension period, the Contract shall automatically renew for an additional five (5) year period under the same terms and conditions, unless either Party provides the other Party with one hundred eighty (180) days prior written notice of its intent to terminate the Contract.

Upon consultation with Contractor, the City will undertake a customer service review during the third year of the Contract (2012 calendar year). If the City administration finds, based on its review of customer service surveys that, in its reasonable discretion, customer service is materially unsatisfactory, this Contract shall be subject to termination upon notice and a failure of reasonable cure by Contractor as of December 31, 2012, with a minimum of sixty (60) days prior written notice to Contractor before that date.

**2. Amendment of Section 7 of the Agreement - Revision of Rates**

Section 7.a) of the Agreement is hereby amended as follows: Annual CPI Adjustment Beginning March 1, 2010 and for every year thereafter, the rates set forth in Exhibit "A" shall be adjusted by eighty percent (80%) of the change in the Consumer Price Index as maintained by U.S. Department of Labor, "Seattle-Tacoma-Bremerton Average" for all Urban Consumers or Successors Index, (excluding any CPI adjustment to the city utility tax and/or other municipal fee or tax amounts in Exhibit A), for the immediately preceding 12 months derived from the most currently published index available. The rates set forth in Exhibit A shall be further subject to a diesel-CNG fuel surcharge assessed by Contractor to be approved by the City based on the differential between the actual diesel-CNG fuel costs incurred over the initial base rate of \$3.00 per gallon at the execution of this Contract. Contractor shall provide City with documentation of actual costs paid on request. If, after instituting a fuel surcharge, diesel-CNG fuel prices decrease to or below the \$3.00 per gallon rate, the surcharge will be eliminated beginning at the next regular billing cycle for so long as diesel-CNG fuel prices remain at or below the \$3.00 per gallon rate. The approval for any fuel surcharge shall not be unreasonably withheld by the City. The Contractor shall provide the City with notice of any proposed rate increase, in any event, not less than forty-five (45) days prior to the requested effective date of the proposed rate adjustment. Exhibit A will subsequently be amended to reflect those revised rates.

**3. Amendment of Section 22 of the Agreement Billing and Customer Service**

Section 22 of the Agreement is hereby amended to add Section j. below, as follows:

- a. All billing for solid waste collection and recycling services within the City limits shall be performed by the Contractor every other month in accordance with the rates established in this contract.
- b. The time period covered by the bill provided by the Contractor will be the present and subsequent month based on the date the bill is received by the customer. The time period covered will be stated in the bill. The charge for any special services not covered in this contract will be determined by mutual agreement of the parties hereto.
- c. The Contractor shall bill customers directly for solid waste and recyclables which exceed the customer's current subscribed level of service.
- d. The Contractor shall provide billing services for solid waste and recyclables without proration for partial months. The minimum proration shall be one month.
- e. The types of services for which the customer is being charged will be clearly stated on the face of the bill provided by the Contractor.
- f. The bills provided by the Contractor shall be due in accordance with guidelines established by the Contractor. If a bill remains unpaid after forty-five (45) calendar days from the bill date, a late notice shall be mailed to the customer and

shall include a 1.5% penalty (minimum \$1.00). If the bill remains unpaid at the next regular billing of sixty (60) days, the Contractor shall issue an invoice stating current and past due service. If the past due balance remains unpaid after ninety (90) days the Contractor shall send a service cancellation notice with a ten (10) day grace period to the customer. If full payment has not been received by the end of business on the 10<sup>th</sup> day, service will be terminated. The Contractor shall provide a summary list to the City of customers terminated for non-payment on a quarterly basis.

- g. A fee of \$25.00 will apply to all customers stopped for non-payment to re-establish service, plus applicable taxes, if any.
- h. A fee of \$25.00 will be assessed on all checks returned by a financial institution for insufficient funds plus applicable taxes, if any.
- i. All costs related to billing and bill collection incurred by Contractor will be paid by the Contractor.
- j. If, after following all requisite procedures set forth in Section 22 above, the Contractor is unsuccessful in its efforts to collect all undisputed past due customer balances for services rendered under the Agreement, Contractor shall then assign all aggregate past due amounts to the City and shall be entitled to deduct such past due obligations from the Contractor's 6% Utility Tax remittance obligation under Section 14(b) above, levied on solid waste services and payable by the Contractor to the City on a monthly basis. The Contractor shall support all such offsets by an account receivable schedule listing the past due customer's name and address, the period past due, and the total past due amount. It shall supply this schedule monthly in conjunction with any aggregate setoff from its Utility Tax obligation as noted above. In assuming such past due accounts, the City shall treat past due amounts originating from solid waste collection customers as part of the City's enforcement of BLMC Section 8.04 establishing mandatory service and as a function of its ability to bill, collect and authorize initiation or cessation of utility services in the municipality.

**4. Amendment to Exhibit A**

Exhibit A to the Agreement is hereby deleted in its entirety and replaced by the new Exhibit A attached to this Amendment No. 1 as Exhibit A.

**5. Whole Agreement**

The Agreement, together with this Amendment No. 1, and any exhibits or attachments hereto or thereto, represent the entire agreement between the City and the Contractor with respect to the services to be provided under the Agreement. No prior written or oral statement or proposal shall alter any term or provision of the Agreement. City and Contractor agree that the Agreement, including this Amendment No. 1, remains in full force and effect. In the event of any conflict between the original terms of the Agreement, as amended, and this Amendment

including any attachments or exhibits hereto or thereto, the terms of this Amendment (including the attachments and exhibits hereto) shall prevail. The Agreement may be modified or amended only by a written agreement duly executed by authorized representatives of the Contractor and the City.

**CITY OF BONNEY LAKE**

**D. M. DISPOSAL CO., INC.**

By: \_\_\_\_\_  
Neil Johnson  
Mayor

By: \_\_\_\_\_  
Eddie Westmoreland  
Division Vice President

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney

**EXHIBIT - A**

<b>Type of Service:</b>	<b>Rate per Unit per Month</b>
<b>Can Service:</b>	
Micro can	11.87
Mini can	16.04
One can curb collection	19.28
Two cans curb collection	26.29
Three cans curb collection	35.77
Each additional curb can	11.10
One can 50' maximum walk-in	21.53
Two cans 50' maximum walk-in	30.78
Three cans 50' maximum walk-in	42.50
Each additional 50' max walk-in	13.11
<b>Container Service:</b>	
1 yard once a week	73.94
1 yard twice a week	147.92
1-1/4 yard once a week	90.66
1-1/4 yard twice a week	181.38
1-1/2 yard once a week	100.83
1-1/2 yard twice a week	201.72
2 yard once a week	131.84
2 yard twice a week	263.77
2 yard three times a week	392.81
4 yard once a week	254.15
4 yard twice a week	508.32
4 yard three times a week	762.48
6 yard once a week	364.13
6 yard twice a week	728.28
6 yard three times a week	1,092.41
<b>Compactor Service:</b>	
4 yard compactor once a week customer owned	1,090.05
Connect/reconnect fee	53.01

**Bonney Lake - Continued**

Page 2 of 2

	<b>Per Unit</b>
<b>Occasional Refuse Pick-up:</b>	
Occasional extra can(s) at curb	3.92
distance from curb of 50 feet	4.24
<b>Extra Pickup Container Service:</b>	
1 yard extra pickup on regular route	19.88
1.25 yard extra pickup on regular route	24.07
1.5 yard extra pickup on regular route	25.51
2 yard extra pickup on regular route	34.61
4 yard extra pickup on regular route	64.66
6 yard extra pickup on regular route	93.20
4 yard extra compactor on regular route	251.61
Connect/reconnect fee	12.23
<b>Miscellaneous:</b>	
Return trip charge, can (per unit)	9.21
Return trip charge, container (per container)	17.22
Loose and bulky extra on regular route per yard	33.60
Special hauls per hour plus dump fee of \$101.95 per ton	60.94
<b>Other Services:</b>	
<b>Yard Waste:</b>	
Bi-weekly curbside yard waste 90-gal toter per month	5.72
Occasional extra per unit	1.33
Stop and Restart within 12-month per unit, per re-delivery	17.95

**Exhibit - A1**

**Commercial/Multi-Family  
Recycling Container Service:**

**Mixed Paper & OCC**

**Rate  
per Unit  
per Month**

90-gallon cart	12.38
2 yard once a week	82.51
4 yard once a week	117.85
6 yard once a week	176.78

Each additional pick-up is 25% of monthly rate

Rates are based on a routed once a week  
pick-up

**Uncontaminated flattened OCC**

2 yard cage	64.86
4 yard cage	70.76
6 yard cage	70.76

Rates are based on a routed once or twice  
a week pick-up.

Each additional pick-up	24.02
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**Effective 3/1/09**

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

<b><u>Department / Staff Contact:</u></b> PW / Charlie Simpson	<b><u>Workshop / Meeting Date:</u></b> 08 Dec 2009	<b><u>Agenda Bill Number:</u></b> AB09-178
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b> 1984	<b><u>Councilmember Sponsor:</u></b>

**Agenda Subject:** AB09-178

**Proposed Motion:** Motion to award Police Department Fleet Maintenance agreement to Mobile Oil & Service

**Administrative Recommendation:**

**Background Summary:** The City of Bonney Lake requested proposals for the selection of a primary location for furnishing maintenance and repair services, including all labor, parts and material necessary for the various classifications, types and makes/models of vehicles for the City of Bonney Lake's Police Department fleet. Please note that this is not an exclusive maintenance contract. Preferred were contractors located in the general areas of Bonney Lake, within a ten (10) mile radius of City Hall. The selection was based on overall price, services, performance and reliability of the proposers. Our evaluation has determined that Mobile Oil & Service was best qualified even though they were the second lowest bidder. The reasons for this choice was that they have locations in Fife and Kent that are able to perform the vehicle repairs and maintenance, they are able to do on-site routine maintenance, are staffed to handle our fleet and their core business is fleet maintenance. Attachments: Res#1984, Asst. PW Director Memo, list of proposals submitted, RFP and Prof Services Contract

<b><u>BUDGET INFORMATION:</u></b>			
<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
45,0000			
<b>Budget Explanation:</b>			
Expenses will come from ER & R Repairs & Maintenance budget for the Police Department of \$45,000. The amount is determed by as needed basis for repair and general maintenance of Police vehicles. If 2010 expenses exceed \$45,000 the expenses will need to come from the Police Department Budget.			

**COMMITTEE/BOARD REVIEW:**

**Subcommittee Review Date:** Community Development Committee - 07 Dec 2009  
**Commission/Board Review Date:** -  
**Hearing Examiner Date:**

**COUNCIL ACTION:**

<b>Workshop Date(s):</b>	<b>Public Hearing Date(s):</b>
<b>Meeting Date(s):</b>	<b>Tabled To Date:</b>

**Signatures:**

Director Authorization	Mayor	Date City Attorney Reviewed
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**COMMUNITY DEVELOPMENT COMMITTEE**

**DATE:** December 7, 2009

**ORIGINATOR:** Charlie Simpson

**TITLE:** Asst. PW Director

**SUBJECT:** Motion to award Police Department Fleet Maintenance agreement to Mobile Oil & Service. The City of Bonney Lake requested proposals for the selection of a primary location for furnishing maintenance and repair services, including all labor, parts and material necessary for the various classifications, types and makes/models of vehicles for the City of Bonney Lake's Police Department fleet. Please note that this is not an exclusive maintenance contract. Preferred were contractors located in the general areas of Bonney Lake, within a ten (10) mile radius of City Hall. The selection was based on overall price, services, performance and reliability of the proposers. Our evaluation has determined that Mobile Oil & Service was best qualified even though they were the second lowest bidder. The reasons for this choice was that they have locations in Fife and Kent that are able to perform the vehicle repairs and maintenance, they are able to do on-site routine maintenance, are staffed to handle our fleet and their core business is fleet maintenance.

Attachments: Res# 1984, Asst. PW Director Memo, list of proposals submitted, RFP and Prof Services Contract

**ORDINANCE/RESOLUTION:** 1984

**REQUEST OR RECOMMENDATION BY ORIGINATOR:**

**ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE  
FINANCE DIRECTOR \_\_\_\_\_  
CITY ATTORNEY \_\_\_\_\_**

**2009 Budget Amount    Current Balance    Required Expenditure    Remaining Balance  
\$45,000**

**Explanation:**

Expenses will come from ER & R Repairs & Maintenance budget for the Police Department of \$45,000. The amount is determined by as needed basis for repair and general maintenance of Police vehicles. If 2010 expenses exceed \$45,000 the expenses will need to come from the Police Department Budget.

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**COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL**

	<b>DATE</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>
<b>James Rackley, Chairman</b>	_____	_____	_____
<b>David Bowen</b>	_____	_____	_____
<b>Dan Decker</b>	_____	_____	_____

**COMMITTEE COMMENTS:** \_\_\_\_\_

**COMMITTEE'S RECOMMENDATION TO FORWARD TO:  
CITY CLERK  
CITY ATTORNEY**

**Please schedule for City Council Meeting date of: December 08, 2009  
Consent Agenda:    Yes    No**

## RESOLUTION NO. 1984

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE AGREEMENT BETWEEN MOBILE OIL & SERVICE AND THE CITY OF BONNEY LAKE TO PERFORM GENERAL, PREVENTATIVE AND COMMON REPAIR SERVICES ON POLICE DEPARTMENT VEHICLES AND EQUIPMENT.**

**Whereas**, the City of Bonney Lake requested proposals for the selection of a primary location for furnishing maintenance and repair services, including all labor, parts and material necessary for the various classifications, types and makes/models of vehicles for the Police Department on October 21, 2009; and

**Whereas**, the City received 8 Request for Proposals for the Police fleet maintenance and Mobile Oil & Service was selected as the best qualified, as they have locations in Fife and Kent that are able to perform the vehicle repairs and maintenance, they are able to do on-site routine maintenance, and are staffed to handle the Police Department fleet, which fleet maintenance is their core business.

**Now therefore, be it resolved;**

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement to award this contract to Mobile Oil & Service.

**PASSED** by the City Council this 8<sup>th</sup> day of December, 2009.

\_\_\_\_\_  
Neil Johnson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney



# Memo

**Date** : November 10, 2009  
**To** : Mayor and Council Members  
**From** : Charles Simpson – Assistant Public Works Director  
**CC** : Don Morrison – City Administrator  
Dan Grigsby – Public Works Director  
Mike Mitchell – Chief of Police  
**Re** : Police Department RFP for fleet maintenance

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PW- OPS has reviewed the eight submitted RFP's for the Police Department fleet maintenance program. Our evaluation has determined that Mobile Oil and Service, from the City of Fife, was the best qualified even though they were the second lowest bidder. The reasons for this choice were that they have locations in Fife and Kent that are able to perform the vehicle repairs and maintenance, they are able to do on-site routine maintenance, are staffed to handle our fleet and their core business is fleet maintenance.

Request for Proposals returned to City of Bonney Lake:

Mobile Oil & Service  
U.S. Fire Equipment  
Dan's Automotive and Truck Repair  
Larson Chrysler Jeep Dodge  
A & S Auto Repair  
Eric's Automotive and R.V. Repair  
Korum Ford  
Jim Fugate Ford Mercury Mazda



**REQUEST FOR PROPOSAL  
FLEET MAINTENANCE SERVICES FOR BONNEY LAKE POLICE DEPARTMENT**

**I. PURPOSE OF REQUEST.**

The City of Bonney Lake ("City") is requesting proposals for the selection of a primary location for furnishing maintenance and repair services, including all labor, parts and material necessary for the various classifications, types and makes/models of vehicles. Please note that this would not be an exclusive maintenance contract. A list of existing city vehicles are attached herein as examples only. The number, make/model and composition may change without prior notice. Contractors located in the general areas of Bonney Lake, within a ten (10) mile radius of City Hall are preferred. The selection will be based on overall price, services, performance and reliability of the proposers. The City's needs are outlined in the following Request for Proposal ("RFP").

**II. TIME SCHEDULE.**

It is the City's intent to follow the following process and timetable, resulting in the selection of a firm.

Issue RFP .....	9/23/09
Any questions/clarifications submitted in writing to the City by:.....	10/7/09
City response to written questions <i>to all parties receiving the RFP</i> .....	10/14/09
Deadline for Submittal of Proposals at 4:00pm.....	10/21/09
Preliminary Selection of Vendor .....	10/27/09
Notify Firm Chosen.....	10/28/09

**III. INSTRUCTIONS TO CONTRACTORS.**

A. All proposals must be addressed to:

Woody Edvalson, Bonney Lake City Clerk  
City of Bonney Lake  
P.O. Box 7380  
Bonney Lake, WA 98391  
(253) 447-4310

- B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "**Fleet Maintenance Services**". The name and address of the proposing business must be shown on the face of the envelope.
- C. All proposals must be received by **5:00pm on Wednesday, October 21, 2009** at which time they may be opened. Three (3) copies of the proposal must be enclosed in the sealed envelope. No facsimile, electronic or telephone proposals will be accepted. Proposers are cautioned that failure to comply may result in non-acceptance of the offer.
- D. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- E. The City Clerk or representative will notify the firm selected near or on the date indicated above.

- F. Proposal Submittal (using the forms in Exhibit C):
- The names of individuals who will be working on City vehicles and their qualifications, experience, area of expertise, and time employed by the Contractor.
  - A proposed outline of tasks, products and project schedule including the hours required to complete each task or product.
  - A proposed budget based on the above outline of task, products and schedules
  - References

**IV. SELECTION CRITERIA.**

Criteria.....	Weight Given
1. Responsiveness of the written proposal..... To the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by Contractor that will demonstrate the quality of services.	40%
2. Price.....	50%
3. Ability, experience, financial resources..... and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work, location, the character, integrity, reputation, judgment and efficiency of the Contractor.	10%
Total Criteria Weight.....	
100%	

Each proposal will be independently evaluated on Factors 1 through 3.

**V. SCOPE OF SERVICES.**

The scope of service, operating procedures, and vehicles to be covered are attached herein as Exhibit A, B, and D respectively.

**VI. TERMS AND CONDITIONS.**

- A. This proposal shall be for a period of two years beginning November 1, 2009 and ending December 31, 2011. This contract may be renewed each January for the following two (2) years (2012 & 2013) upon performance audit and approval by the City. The City reserves the right and the Bidder agrees to allow the City the option to renew, at the City's sole discretion, for up to two (2) additional one-year periods. The unit price of the contract will be adjusted each year using the **Seattle Consumer Price Index –Urban (CPI-U)** rate.
- B. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

- C. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- D. The City reserves the right to award any contract to the next most qualified proposer, if the successful proposer does not execute a contract within fifteen (15) days after award of proposal
- E. The City reserves the right to award all or a portion of the required services to the more than one qualified contractor at the City's sole discretion.
- F. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide the City the services described in the attached specifications, or until one or more of the proposals have been accepted and an agreement executed by the City, whichever occurs first.
- G. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. A copy of the contract is attached, exhibit E and shall include requirements to comply with ADA, Civil Rights Act and EEP requirements. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.
- H. Prior to contract award, the City will meet with the Contractor to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- I. The Contractor should expect that schedule semi annual meetings with shop management to review service performance.
- J. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- K. The City reserves the right to perform unannounced site visits, interview staff and management, and test repairs prior to selection to determine, among other things:
  - a. Customer service responsiveness
  - b. Shop organization and operation efficiency
  - c. Response time

**VII. COMPENSATION**

- A. Present detailed information the firm's proposed fee schedule for the specifications proposed and for any variation for the non-routine services, inclusive of Washington State sales tax and any other applicable governmental charges. Provide specifics as to definitions of routine versus non routine tasks, what is fixed as apposed to variable, and how costs are adjusted according to that classification
- B. Payment by the City for the services will only be made after the services have been performed and accepted by authorized City representatives. The City requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the City to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the City as described in Exhibit A under Repair Order. Monthly statements shall be submitted by the 30th of each month with a listing of all Repair Order Numbers, cost, and date identified. Payment will be made thirty (30) days after receipt of monthly statement. Discount periods must be extended if the billing invoice is returned for credit or correction.

VIII. RFP CONTENTS AND ATTACHMENTS	Page
1 This RFP .....	
2 Exhibit A – Scope of Service .....	
Schedule A: Preventive Maintenance Schedule.....	
3 Exhibit B – Operating Procedures .....	
4 Exhibit C – Proposal Forms, consisting of	
I. Management Information .....	
II. References .....	
III. Supplemental Questionnaire .....	
IV. Facility Description .....	
V. Subcontractor List .....	
VI. Cost and Conditions .....	
VII. Proposal Pricing Work Sheet.....	
5 Exhibit D – Vehicle List .....	
6 Exhibit E – Sample of Maintenance/Labor contract agreement.....	

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 8th day of December, 2009, by and between the City of Bonney Lake ("City") and Mobile Oil & Service ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this

section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the

City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

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

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

12. **Indemnification / Hold Harmless**

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

**Insurance**

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Garage Liability Insurance

4. Garage Keepers Legal Liability Insurance

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

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

3. Garage Liability insurance with combined single limits of liability not less than \$3,000,000 for bodily injury, including personal injury or death, and property damage.

4. Garage Keepers Legal Liability insurance of \$20,000 times maximum vehicle capacity.

**C. Other Insurance Provisions**

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

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

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

**D. Acceptability of Insurers**

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

**E. Verification of Coverage**

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

**13. Bond**

**Contractor shall obtain a fidelity and employee dishonest bond in the amount of not less than Ten Thousand and No/100 Dollars (\$10,000) to insure against any theft/misappropriation of money or property during the Term of the Agreement.**

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

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

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

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

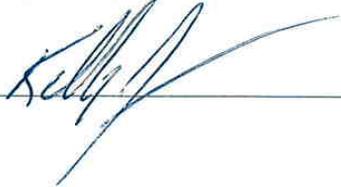
**8. Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting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

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

CITY OF BONNEY LAKE

CONSULTANT

By: \_\_\_\_\_  
Neil Johnson Jr., Mayor

By:  \_\_\_\_\_

**Attachments:**

- Exhibit A: Scope of Work
- Exhibit B: Operating Procedures for Vehicle Maintenance Services
- Exhibit C: Proposal Forms
- Exhibit D: City of Bonney Lake Police Department Vehicles

**EXHIBIT A  
SCOPE OF SERVICE**

**GENERAL PROVISIONS**

The successful contractor must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The City's preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be sub-contracted. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

This Request for Proposal is divided into vehicle manufactures, service items and sub-items to allow the award of more than one contract, if it is deemed to be in the City's best interest. The City of Bonney Lake reserves the right to award all items and sub-items to one or more vendors, multiple items with sub-items to one vendor or in any manner deemed to be most advantageous to the City.

The Contractor must have the ability to provide required preventative maintenance and repair service listed in Section E (below) for the fleet listed on Exhibit D. Any exception including subcontracting must be noted in the response.

- A. **Preventative Maintenance**  
The City's vehicles are routinely driven in short distance; frequent start/stop; and long idle periods. The attached Schedule A outlines preventative maintenance requirements due to the use conditions. The average annual usage is normally around 10,000 miles for administrative purposes vehicles and 16,000 Police patrol vehicles.
- B. **Repairs and Maintenance**  
Provide service/repairs to all common mechanical and electrical systems as needed.
- C. **Transport of Vehicles for Service**
- For non-scheduled emergency service, courtesy transportation for customer to and from city facilities and other locations within city limits.  
City Shop – 19306 Bonney Lake Blvd  
Public Safety Bldg. – 18421 Old Buckley Hwy
  - For vehicles not drivable, additional towing charge may be billed upon approval of authorized city staff.
- D. **Conditions on Required Services**
- 24-hour turn-around on common repairs (including brakes, etc.) and routine maintenance.
  - When a prior appointment has been made for routine maintenance, the turn-around time should be four (4) hours.
  - Provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.
  - Wash and vacuum vehicle after each service

**E. Repair Order Content and Procedure**

The Contractor shall provide repair orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time, and estimate cost signed by the city staff upon pick-up/drop-off. A confirming copy with final cost shall be mailed to City upon completion, and a billing copy shall be sent to the City with the monthly statement.
- Actual work/cost above written estimate requires City approval prior to work start.
- Authorization of work by designated City Fleet Supervisor or designee is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
  - Date work performed
  - Vehicle and/or license #, make/model
  - Vehicle mileage at time of service/repair
  - Date in / date out / time completed
  - Detail type of service, hours, material used, and cost associated with each.
  - Subcontracted repair orders containing same information shall be attached to contractor repair order.
- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 120 days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within one (1) working day after notification by the City.
- Warranty and subcontracted repair orders need to be provided by the Contractor. Contractor is prime contractor; however, subcontractors may be used by Contractor. Contractor assumes responsibility for work of subcontractors. The charges for such services to the City shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

**F. Hours of Operation**

The City has a number of services that are active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.

**Schedule A: Preventive Maintenance Schedule**

Service	Service Frequency					
	Service A	Service B	Service C	Service D	Service E	
	4 month 4000 miles	8 month 8000 miles	12 month 12000 miles	24 month 30000 miles	48 month 60000 miles	
1	Change Engine Oil	x	x	x	x	x
2	Change Engine Oil Filter	x	x	x	x	x
3	Check Air Filter Condition	x	x	x	x	x
4	Check and Adjust Drive Belts	x	x	x	x	x
5	Check Battery Electrolyte Level, Add Water As Needed; Clean And Tighten Terminals	x	x	x	x	x
6	Check Brake Fluid Level	x	x	x	x	x
7	Check Brake Pads, Shoes, Hoses	x	x	x	x	x
8	Check Breather Condition	x	x	x	x	x
9	Check Drive Tran Fluid Levels (Transmission, Transfer case, Differential)	x	x	x	x	x
10	Check Engine Compartment Fluid Levels, Add As Needed	x	x	x	x	x
11	Check Engine Cooling System, Hoses And Clamps	x	x	x	x	x
12	Check Exhaust System	x	x	x	x	x
13	Check Front And Rear Shocks For Wear and/or Leakage	x	x	x	x	x
14	Check Exterior & Interior Lights And Other Electrical Items For Correct Operation	x	x	x	x	x
15	Check Power Steering Fluid Level	x	x	x	x	x
16	Check Tire Pressure And Condition	x	x	x	x	x
17	Check Windshield Wiper operation, Blades condition, Washer Solvent level, Fill as needed.	x	x	x	x	x
18	Lubricate Chassis/CV boots	x	x	x	x	x
19	Lubricate Steering Linkage	x	x	x	x	x
20	Check Front Brake Pads, Rotors And Calipers		x	x	x	x
21	Check Rear Brake Shoes, Drums And Wheel Cylinders		x	x	x	x
22	Rotate Tires (4 Way - Front To Rear)	x	x	x	x	x
23	Air Filter - Replace			x	x	x
24	Check Headlight Alignment			x	x	x
25	Check Parking Brake Operation	x	x	x	x	x
26	Lubricate Door Latches, Locks And Hinges	x	x	x	x	x
27	Fuel Filter - Replace			x	x	x
28	Transmission - Change Fluid, Filter, Gasket			x	x	x
29	Check Air Condition System, Freon Level And Compressor Operation Where Applicable					x

**EXHIBIT B**  
**OPERATING PROCEDURES**  
**FOR VEHICLE MAINTENANCE SERVICES**

This section sets forth the operating policy and procedures for servicing City vehicles and equipment. It discusses maintenance scheduling procedures, loaner procedures and invoicing requirements.

Contracted maintenance facilities are expected to provide prompt, courteous and competent service to drivers. Garage staff must be knowledgeable about service procedures, and initiate the service transaction within 15 minutes of their arrival and/or service call is placed. It is important that the service desk is staffed adequately to provide efficient customer service in a timely manner.

To assist the Contractor with the maintenance program, the City will provide:

1. Listing of covered vehicles (Exhibit D) by work order number, updated as necessary.
2. Repair orders and billing invoices must refer to the vehicles by their work order number.
3. City preventative maintenance schedule (Schedule A)
4. Designated staff contacts.

**A. Safety Check**

The Contractor shall perform a safety check in conjunction with all maintenance requirements listed within this Request for Proposal. These safety checks shall be performed every time a vehicle is brought in for service:

- Tires – Visually check condition.
- Lights – Check directional signaling devices and emergency light systems for proper operation.
- Seat belt – Check operation of seat belts
- Windshield Wipers and Washers – Check condition of wiper arms and blades. Check aim and flow of washer spray. Fill washer reservoir with washer solvent.
- Fluid Levels – Check and replenish fluid levels in transmission, differential, steering sector or power steering pump, and master cylinder. Inspect all units for leakage and clogging.
- Battery – Check condition of heat-shield, hold-down clamps and cable ends, top off electrolyte level, and clean top and terminals as necessary.
- Heater-Defroster-Air Conditioner System and Wiper Controls – Check switches, valves, and ducting doors for proper operation.
- Exhaust System – Visually inspect complete exhaust system including catalytic converter and heat-shielding. Check for broken, damaged, missing, or poorly positioned parts. Inspect for open seams, holes, or any condition which could allow exhaust fumes to enter the vehicle.
- Steering and Suspension Components – Conduct a “look and “shake” inspection.
- Frame/Sub-Frame and Cross Member – Visually check for “drive-over” and/or vehicular damage and fatiguing.
- Drive Shaft U-Joints / CV Joints – Conduct a “look” and “shake” inspection for seal leakage and joint failure.
- Critical Components – Check condition of all under-hood heat-shields, and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts, and other under-hood plastic or rubber components.
- Brakes – Inspect all brake line hoses and master cylinder for signs of leaks or damage. Inspect front brake pads, rear brake linings, wheels cylinders, and parking brake cables and linkage. Report estimate of remaining life of pads and shoes.
- Starter/Charging System – Electronically check starter motor cranking speed and current draw. Check alternator charging rate.
- Cooling System – Visually inspect entire system for leaks, damage or others signs of needed repair.

**B. Scheduling of Maintenance and Service Procedures**

1. City has designated the Fleet Supervisor as the Service Representative (SR). Although the garage will have contact with other City operations staff, the SR is your primary contact with the City.
2. The contracted garage shall identify a single individual by name to serve as the responsible contact for daily communication with the City regarding vehicle scheduling and vehicle status update(s).
3. The SR will contact the designated garage representative between 7:30 a.m. and 5:00 p.m., weekdays to determine the status of vehicles and/or equipment being serviced. The garage contact should provide accurate and timely information to the SR on vehicle status including but not limited to:
  - What vehicles/equipment is ready by vehicle number.
  - What vehicles/equipment is being serviced/require repair.
  - Estimated completion of vehicles/equipment under repair.
  - Description of repairs and costs.
4. For other services, the vehicle driver will deliver the vehicle to your facility, and provide a description of problem of the vehicle.
  - a. Contractor to shuttle driver back to work within 30 minutes.
  - b. Contractor to contact SR for estimates and obtain authorization to proceed. For services estimated over \$500, Contractor must obtain SR written approval via fax or e-mail.
5. After the service is completed:
  - a. Complete Vehicle Service Order ready for SR or designee to sign.
  - b. Place service reminder label on the driver's side windshield stating the next maintenance Mileage and Date for routine preventative maintenance.
  - c. Wash the exterior and vacuum the interior of vehicle for Police and Administrative vehicles only.
  - d. Contact SR to provide time that vehicle is ready for transporting back to the original location. If the SR is not available, leave a voicemail message.
  - e. SR or designee will check work performed, sign off Service Order, and accept the keys from Contractor representative.
6. When repairs cannot be accomplished at your facility or a subcontractor facility identified in the proposal, you must contact the SR for instructions. No repairs shall be made by non-authorized facilities without notification of the SR.
7. The City asks that you report to the SR any vehicle brought in for service or specific concern with problems caused by driver misuse.
8. The Contractor will be responsible for loss and damage to all City vehicles under its custody and/or control.
9. The City may, at its sole option, purchase tires from contractor at the State of Washington Contract pricing or better.

**C. Preventive Maintenance**

The City will provide a listing of vehicles due for preventive maintenance service at the beginning of each month. Vehicles will be listed by work order number, the type of preventative maintenance the vehicle is to receive, and the week the vehicle is due for service. City SR or designee will notify Contractor for specific dates vehicle will be ready for service.

The preventative maintenance services will be in accordance with the preventative maintenance schedule (Schedule A). Additionally:

1. If projected brake pad/shoe life is less than 1500 miles, replace brake pads/shoes.
2. Tires will be checked and depth of tread will be indicated on work order. City will be responsible of tire replacement.
3. Turn-around time of 24 hours for routine preventive maintenance is expected.
4. When a prior appointment has been made for routing maintenance, the turn around time should be four (4) hours.

**D. Non-Preventative Maintenance Service and Emergencies**

1. Non-routine maintenance, other than emergencies, will be handled by appointment through the SR or designee. If a driver stops at your facility Monday through Friday between 7:30 a.m. and 5:00 p.m. requesting service without prior notification to you from the City, call the SR/designee for instructions.
2. After Contractor hours, if a vehicle has a breakdown or is involved in an accident and must be towed, the driver has been instructed to have the vehicle towed to your facility. The operator will then provide their own transportation. You may, therefore, encounter a disabled vehicle that has been towed to your facility during non-working hours. In such a situation, notify the SR for instructions.
3. There may be times when the SR calls early in the day with a specific set of instructions, and later in the day changes them; or, another staff member will call to change them if the SR is not available. The last set of instructions will prevail.
4. Turn-around time of 24 hours for non-preventative maintenance service is expected unless otherwise approved by SR.

**EXHIBIT C  
PROPOSAL FORMS**

**I. MANAGEMENT INFORMATION**

Proposers and their subcontractors must have prior successful experience performing maintenance and repair services on automobiles, must be licensed to conduct business in the State of Washington, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

**1. SHOP PROFILE RESPONSIBILITY**

SHOP NAME: Mobile Oil & Service

NAME OF SHOP OWNER(S) Kelly Jenkins

SHOP ADDRESS: 5225 7<sup>th</sup> St. E, Bldg #4, Fife Wa 98424

PHONE NUMBER: 253-926-2286

FAX NUMBER: 253-926-2303

NUMBER OF YEARS IN BUSINESS: 7

NUMBER OF YEARS IN BUSINESS AT THIS LOCATION: 1

**2. PROXIMITY TO CITY HALL 13 MILES.**

**3. NAME OF SHOP MANAGER(S): Tammy Keegan and Brett Mickelson.**

State the duties and qualifications of shop manager(s)

Tammy and Brett have decades of automotive customer service experience between them. They dedicate significant time each year to continuing education in order to remain current with manufacturers' advancements in technology as it applies to engines, brakes, emissions, lubricants etc.

Their job duties include:

- Managing technicians and work flow to meet customer needs,
- ongoing communication with our customers before, during and after the services.
- scheduling service appointments, assigning work in the shop,
- writing estimates/ repair orders and communicating diagnosis with customers,
- keeping accurate database records of all services to customer vehicles
- ordering and maintaining parts inventory,
- meeting delivery schedules.

4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

Name: Brett Mickelson

Title/Duties: Operations Manager

Qualifications: Experienced Fleet Services Support Manager

Years with Contractor: 2

Phone Numbers: Work: 253-926-2286 Cell: 253-370-5923

5. Emergency Contact (365 days/year; 24 hours): 206-931-4990

6. Operating Hours – The Contractor shall be currently operating out of a commercial facility, which is open and accessible to City personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00am and 5:00pm, Monday through Friday (excluding holidays). Please state hours that your facility is open for maintenance service.

Standard hours of operation are Monday – Friday 8 am – 5 pm.

Mobile Oil & Service provides Onsite Preventative Maintenance services for our customers.

We travel to our customers' location and provide full Preventative Maintenance services when the vehicles are not in use. For the City of Bonney Lake we would be able to perform you're "A" and "B" services at your location, saving the travel time to and from our shop.

Our Onsite PM service is available 7 days a week at virtually anytime the customer needs our services to find the vehicles not in use.

7. Please provide an experience/qualification profile for each member of your **technical staff** to include the following information. Attach additional sheets if needed.

<u>Name</u>	<u>Job Title/Years in Job</u>	<u>Years with Contractor</u>	<u>Job-Related Training/ Cert./Date</u>
Paul Northcott	Master Technician	6.5	Engine Repair, suspension, Brakes, Electrical, Heating/AC
George Roessler	Master Technician	.5	
Rex Batson	Master Technician	2	Engine Repair, suspension, Brakes, Electrical, Heating/AC, /automatic trans
John Sparrow	Senior Technician	4.5	
Clint Bird	Technician	7	Brakes Air/Hydraulic
Ryan Wood	Technician	3.75	Brakes Air/Hydraulic

8. Given the size and composition of your current staffing, will it be necessary for you to increase staffing to meet the requirements of this contract? (Explain)

Yes. We will add one Senior Technician and possibly one driver to be certain we provide the turnaround needed by the City.

9. Please describe your hiring and continued education/training requirements for mechanics?

Hiring: All candidates must pass a three interview process as well as reference checks to be considered viable. They must have a clean driving record with a CDL class B. They are then invited into the shop for a series of "on the job" proof of knowledge working days. Upon successful completion of the in shop challenges they must pass a UA.

Education/training:

We dedicate significant time each year to continuing education in order to remain current with manufacturers' advancements in technology as it applies to engines, fuel systems, brakes, emissions, AC, lubricants etc. Most of our vendors provide annual training/certification programs. Our technicians are required to attend.

## II. REFERENCES

1. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided.

Mobile Oil & Service (MOS) has been in business for 7 years now. We service fleet customers exclusively.

We focus on preventative maintenance, routine maintenance and repair of all mechanical components.

MOS is a full service fleet Management Company specializing in on-site preventative maintenance and in-shop repair. We are dedicated to keeping your fleet on the road. Our comprehensive service package and dedication to customer service is unparalleled in the industry.

PM SERVICE-We come to your location to perform complete preventative maintenance services that include end to end inspections of your vehicles to ensure that wear is detected early and breakdowns are prevented. These services may also be provided in either of our shops.

ON SITE REPAIR/ROAD SIDE RESCUE- We go to where your vehicle is stranded, get it repaired and back on the road as quickly as possible.

MAINTENANCE and REPAIR- We have two full service shops, located in Kent and Fife, WA. We have the ability to work on virtually any brand of commercial vehicle, from the smallest problem on a compact pick-up to performing an in-frame engine rebuild on an over the road tractor.

Mobile Oil & Service is independently owned and operated. We pride ourselves in our understanding your needs, to have your entire fleet in service earning for your company. Our staff is committed to very quick turnaround. We have a strong history of reducing our clients overall fleet maintenance costs through diligent preventative maintenance and early problem detection so repair costs and down time are minimized.

We are a NAPA Truck Service Center.

Our competencies include but are not limited to:

Engine work (all), Electrical, Drivability, Tune up, Fuel - Ignition and Cooling Systems, Heating and AC, Transmission, Steering, Suspension and Brakes. We also have experience installing aftermarket electronics, lights, GPS systems and cameras.

2. Please provide 3 commercial client references, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each. Use additional sheets if necessary.

Company Name \_\_\_\_\_ Superior Linen Supply \_\_\_\_\_  
 Company Address \_\_\_\_\_ 1012 Center Street Tacoma, WA 98409 \_\_\_\_\_  
 Company Phone \_\_\_\_\_ (253) 383-2636 \_\_\_\_\_  
 Contact Person \_\_\_\_\_ John McMasters \_\_\_\_\_  
 Fleet Size/Type \_\_\_\_\_ 35 Step vans, all diesel powered \_\_\_\_\_  
 Years of Contract \_\_\_\_\_ 1 year \_\_\_\_\_  
 Frequency of Service \_\_\_\_\_ PMs Quarterly, Ongoing maintenance weekly \_\_\_\_\_

Company Name \_\_\_\_\_ AAA Moving and Storage \_\_\_\_\_  
 Company Address \_\_\_\_\_ 5655 8th St East #200 Fife WA 98424 \_\_\_\_\_  
 Company Phone \_\_\_\_\_ (253) 588-9555 \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Jason Troupe \_\_\_\_\_  
 Fleet Size/Type \_\_\_\_\_ 20 Trucks, box trucks and tractors \_\_\_\_\_  
 Years of Contract \_\_\_\_\_ 1 year \_\_\_\_\_  
 Frequency of Service \_\_\_\_\_ PMs Quarterly, Ongoing maintenance weekly \_\_\_\_\_

Company Name \_\_\_\_\_ Northwest Handling \_\_\_\_\_  
 Company Address \_\_\_\_\_ 1100 SW 7<sup>th</sup> st Renton WA 98055 \_\_\_\_\_  
 Company Phone \_\_\_\_\_ 425-981-1137 \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Larry Zink \_\_\_\_\_  
 Fleet Size/Type \_\_\_\_\_ 61 Box trucks and tractors \_\_\_\_\_  
 Years of Contract \_\_\_\_\_ 3 \_\_\_\_\_  
 Frequency of Service \_\_\_\_\_ Every other month PM, maintenance as needed \_\_\_\_\_

3. Approximately what percent of your shop work is currently derived from fleet business?  
100 %
4. Has your shop ever been a subject of Better Business Bureau action? No
5. Are you currently or have you ever previously contracted with a municipality to provide vehicle maintenance service? No  
 Describe:  
 We are currently working with the City of Federal Way for their heavy equipment; there is no contract in place.
6. Are you currently or have you ever previously provided repair services to other government entities? No  
 If yes, please list the entity names, contract person and phone number:
7. Briefly describe your interest in servicing the City's fleet and what factors make you the best candidate in your opinion. (Include here any information or materials that you want the City to take into consideration while evaluating your ability to perform this contract.)

The City's fleet is made up of vehicles similar to those we service for a variety of customers on a daily basis. As a company that specializes in serving the unique needs of the fleet customer we understand the impact of "out of service" vehicles, and the need for concise communication and quick turnaround.

During these difficult economic times, it is more important than ever for fleet owners/managers to maximize their fleet management budget. We at Mobile Oil & Service are committed to helping you do just that. We have developed and live by our "Customer Bill of Rights".

Mobile Oil & Service (MOS) customers have the right to:

- Unquestioned Integrity from all of our team and in all of their interactions with the company

- Have their vehicles spend a higher portion of their life in service than with any other vendor

- Have their vehicles last longer than with any other service vendor

- Have their annual repair and maintenance expenditures lower than with any other service vendor

- Receive the highest quality service available anywhere.

We have developed processes that ensure that we inspect your vehicle end to end every time we service it looking for early indicators of system wear or potential failure. You are given a written record of every inspection finding and we follow up every finding with phone or e-mail contact.

We record in our database every instance of service to every vehicle, including minor complementary items like the occasional drop-in clutch adjustment or bulb replacement. Using our early detection process, we are able to recommend system maintenance or repair before you have a breakdown. Early detection also allows us to maintain or repair potentially faulty systems at much lower cost to you. Just think of brakes as an example, if we can spot early wear and replace shoes or pads and just turn a hub or rotor, you will spend far less than total system replacement.

Our P.M. processes have us come to you when your fleet is at rest, eliminating the need to take vehicles out of service and ensuring that your fleet is always at your site, ready to roll for your next scheduled use.

It is not a requirement that you take advantage of our Onsite PM services. We are happy to perform your PMs in our shop.

Our goal is to create very long term mutually beneficial relationships with our customers. In summary, we do all that we do in support of your bill of rights and business goals.

### III. SUPPLEMENTAL QUESTIONNAIRE

1. City drivers are usually in a hurry and need to return to work. Their expectation is to be acknowledged and served promptly, courteously and competently. How will you do this?

If the vehicle is being dropped for service and we are aware it is coming, we will have return transportation waiting. If we are not aware the vehicle is coming in, we will free up someone to transport the driver back to work.

In the event the driver is waiting for the service to be completed, we will make that job the priority of the shop to get the driver back on the road.

2. What procedures are followed to ensure successful completion of service work prior to the vehicle being released to the customer?

For PM services we double check all work that has been done. At the end of the service the technician performs a final leak check to confirm that all fluids are sealed and not leaking from the vehicle.

For in shop maintenance and repair work, the technician does a preliminary test drive to confirm the symptoms described by the customer. After diagnosis and repair are complete the technician does a final test drive to confirm the diagnosis was correct and the symptom has been repaired.

3. City requires the Contractor to designate one person from the shop to work with the City representatives and communicate vehicle repair status and scheduling on a routine basis. Please identify this position and the qualifications you will establish for this position.

The contact person for the City will be the Operations Manager of the Fife shop. The Operations Manager is the MOS employee responsible for vehicle repair, scheduling and communication with customers and exceeding customer expectations.

Brett Mickelson is the Operations Manager for the Fife shop.

4. The City expects 24 hours turn around time for preventive and for routine repair services. Can you meet this standard and provide quality repair work? **Yes**

We would never do anything but quality work. All preventative and routine repair work will be completed with a 24 hour turn around.

5. Please specify whether OEM or after-market parts will be used for repairs? If after-market parts will be used, please explain under what circumstance(s). *Please be aware the City requires use of OEM parts for all services unless specifying herein or otherwise approved by SR prior to repair for all services.*

We use OEM or equivalent after-market parts that meet or exceed the manufacturer's warranty requirements. We do so in order to save our customers money as OEM parts are typically more expensive.

If the City prefers OEM parts, we will use only OEM parts.

6. List days and hours of shop operations and after-hour emergency services availability.

Our shop is open Monday – Friday, 8am – 5pm. In the event of a special need by the City we will accommodate by either staying late until a job is done or by working a weekend until the need is met.

We offer our customers a 24 hour road rescue emergency service.

7. Describe the availability of secured parking for vehicles in for repairs.

Our shop and yard are secured behind a six foot fence and gate with barbed wire, that is locked when we are not open for business.

**IV. FACILITY DESCRIPTION**

1. How many bays are available for vehicles?

We have capacity to service 10 – 15 vehicles dependent upon size of the vehicle.

2. Indicate the number and type of vehicle lifts in the shop.

We have one four post lift.

Describe the diagnostic and service equipment currently used. List equipment by function, make, model and year.

Equipment/Function	Make	Model	Age
A/C service machine	Robinaire	134A	2 years
AutoVac	Snap On Fuel Kare	EEFS305A	3 years
Emissions machine	Sun 450 Emissions tester		3 years
Diagnostic Scanners			
	Genisys-Evo..system	3.0	New 9/09
	Nexiq- Pro-Link Plus		New 9/09
	Snap On	1980 to present	2007
	Tech 2	GM/Isuzu	1 year
	OTC	Genesis	2 years

3. Describe what provisions and procedures you have in place to dispose of hazardous substances, oils, coolants, etc.

All hazardous waste materials including oil, oil/fuel filters, coolant etc are collected and stored for pickup by Phoenix Environmental Services.

4. Do you have a certified emissions specialist on staff? No
5. Do you have an electrical systems specialist on staff? Yes

6. Describe any experience that you have in servicing/maintaining lift-equipped vehicles.

We have several customers with lift/boom trucks. We have been servicing a tree maintenance company for four years. That maintenance includes the hydraulic lines, valves, etc.

7. The City requires the Contractor to coordinate warranty work. Please describe how you would perform that and which dealership/service departments you will use for Chevrolet, Ford, GMC, and Dodge. Please provide name of dealership, shop location and phone number.

We will coordinate with the appropriate dealer and coordinate drop off and pick up accordingly.

Chevrolet	Sunset Chevrolet	800-726-8501	Sumner WA
GMC	Valley Pontiac GMC	253-852-6111	Auburn WA
Ford	Riverside Ford	253-863-2211	Sumner, WA
Dodge	Larson Dodge	253- 845-1725	Puyallup, WA

8. With each service, vehicle washing and interior vacuuming is expected. Can you provide this performance standard or specialized service? Yes

9. Can you perform emergency roadside service as required? Yes

V. **SUBCONTRACTORS**

**Proposers unable to perform all services listed herein may subcontract out those services outside of their expertise. However, the successful proposer responding to the solicitation shall be considered the primary Contractor, and therefore responsible for all services rendered. Proposals must include names and addresses of all subcontractors to be used in conjunction with the contract.**

Indicate what work is proposed to be performed by subcontractor(s). Indicate on the following list the name and location of all subcontractor(s).

<u>Service</u>	<u>Sub-contractor (Name/Location)</u>	<u>Primary Contact</u>	<u>Phone</u>
Tires/Wheels	Les Schwab 1334 54 <sup>th</sup> Ave E Fife WA 98424	Jason	253-926-0188
Body Repair	Auburn Valley Collision 2019 "I" Street NE Auburn, WA 98002	Bob Pell	253-939-7770

All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case by case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals. Interior vacuum and exterior wash and service reminder sticker are required with each service.

Proposers must state the UNIT PRICE separately for each item and extend the total. Unit prices shall include all packing charges. Unit prices will be used as a basis for awards when an error in extending total amounts occurs. Proposers who restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.

The City is required to pay Washington State Sales or Use Taxes for most goods and services. The City is exempt from Federal Excise and transportation taxes. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item.

COMPANY	DELIVERY GUARANTEED	DAYS AFTER ORDER	
Mobile Oil & Service	YES		
ADDRESS	PROMPT PAYMENT DISCOUNT TERMS:		
5225 7 <sup>th</sup> St East	2% discount net 10, net 30.		
CITY	STATE	ZIP CODE	PHONE
Fife	WA	98424	253-926-2286
AUTHORIZED REPRESENTATIVE ( <i>Print</i> )	TITLE	<b>SIGNATURE</b>	
Kelly Jenkins	President		

Proposals signed by an agent are to be accompanied by evidence of their authority.

**COST AND CONDITIONS**

Services/Costs	Passenger Veh & Light Trucks (gasoline)		4x4 Trucks and Utility Vehicles (diesel)		Police Patrol Vehicles (gasoline)	
	Lab or Hr	Material Cost	Lab or Hr	Material Cost	Lab or Hr	Material Cost
<b>Scheduled Preventive Maintenance:</b>						
<b>Service A: 4 months or 4000 miles Service</b>	67.50	28.00	82.50	89.25	67.50	28.00
<b>Service B: 8 months or 8000 miles Service</b>	67.50	28.00	82.50	89.25	67.50	28.00
<b>Service C: 12 months or 12000 miles Service</b>	195	138.49	210	318	195	138.49
<b>Cost of Hourly Labor Rate (not included in Service A,B,C)</b>	\$75	-----	\$75	-----	\$75	-----
<b>Replacement Dealer Parts (not included in Service A,B,C)</b>	-----	20%	-----	20%	-----	20%
<b>Replacement None Dealer Parts (not included in Service A,B,C)</b>	-----	20%	-----	20%	-----	20%

The prices listed above are worst case scenario. Given that we do not have actual VIN #'s, we went with highest capacity and most expensive filters to be safe. In most cases the actual price will be less expensive.

Conditions:

1. Prices for the services listed above must include all labor and material needed to complete the services specified.
2. Prices proposed in this section are firm fixed prices for the initial period of the contract (two years).
3. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case- by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.
4. For police patrol vehicles, all parts are to be OEM. Heavy Duty Police Pursuit Vehicles parts.

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**Mobile Oil & Service**

**Kent Shop**  
 253-872-5727 phone  
 253-872-7701 fax  
 21333 76<sup>th</sup> Avenue South  
 Kent, WA 98032

**Fife Shop**  
 253-926-2286 phone  
 253-926-2303 fax  
 5225 7<sup>th</sup> Street E Bldg #4  
 Fife, WA 98424

5. Interior vacuum and exterior wash and service reminder sticker are required with each service.
6. **Provide break down of labor hours for each periodic repair item and indicate any exceptions, if applicable. Labor hours shall be repair time, not factory time.**
7. **Unless otherwise specified and/or agreed to, a standard 120-day or 4000 mile warranty will be required on all labor and materials.**

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**Mobile Oil & Service**

**Kent Shop**  
253-872-5727 phone  
253-872-7701 fax  
21333 76<sup>th</sup> Avenue South  
Kent, WA 98032

**Fife Shop**  
253-926-2286 phone  
253-926-2303 fax  
5225 7<sup>th</sup> Street E Bldg #4  
Fife, WA 98424

**Exhibit D**

**City of Bonney Lake  
Police Department Vehicles**

<b>Year</b>	<b>Model</b>	<b>Make</b>	<b>Org</b>
1999	Chevy	Astro Van	PD
1999	Ford	Taurus	PD
2000	Merc	Mountain	PD
2003	Dodge	Intrepid	PD
2003	Ford	Crown Vic	PD
2003	Ford	Crown Vic	PD
2003	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Honda	Pilot	PD
2004	Lexus	RX330	PD
2005	Ford	Crown Vic	PD
2005	Ford	Crown Vic	PD
2005	Ford	Crown Vic	PD
2005	Ford	Crown Vic	PD
2005	Ford	Crown Vic	PD
2005	Ford	Crown Vic	PD
2006	Dodge	Charger	PD
2006	Dodge	Charger	PD
2006	Dodge	Charger	PD
2006	Dodge	Charger	PD
2006	Ford	Crown Vic	PD
2006	Ford	Econovan	PD
2006	Jeep	Cherokee	PD
2007	BMW	M/C	PD
2007	Dodge	Charger	PD
2007	Hyundai	Santa Fe	PD
2008	Dodge	Charger	PD
2008	Ford	F250	PD
2008	Nissan	Maxima	PD
2008	Dodge	Charger	PD
2009	Dodge	Charger	PD
2009	Dodge	Charger	PD
2009	Dodge	Charger	PD





**RESOLUTION NO. 1987**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE INTOLIGHT CONTRACT TO INSTALL 9 STREET LIGHTS IN THE DOWNTOWN IMPROVEMENTS PROJECT.**

**WHEREAS**, the City Council approved the design contract for the City of Bonney Lake Downtown Improvements Project by Resolution 1494 on September, 27, 2005; and

**WHEREAS**, the City Council approved the current design standards per Ordinance 1261 on November, 13, 2007; and

**WHEREAS**, the City Council approved the Downtown Improvements Project by Resolution 1960 on August 25, 2009; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached authorization letter in the amount of \$53,486.22, which includes tax.

**PASSED** and adopted by the City Council this 8th day of December 2009.

\_\_\_\_\_  
Neil Johnson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney



355 110th Avenue NE  
PO Box 90868, EST 9W  
Bellevue, Washington 98009-0868

(425) 456-2496 ph  
(425) 462-3149 fx

*Lighting Services from Puget Sound Energy*

**STREET LIGHTING  
AUTHORIZATION LETTER**

November 9, 2009

John Woodcock  
City of Bonney Lake  
PO Box 7380  
Bonney Lake, WA 98391

**9 Streetlights – Main Street/Sumner-Buckley Highway**

Dear Sir:

The cost for the installation of 9-12' Mounting Height Black, Ameron fluted concrete poles, with the Washington base with 9-150 Watt high pressure sodium, Black, King model K56 Luminaires and secondary circuitry is \$ 53,468.22. It is based on the description in the Custom Street Lighting Order enclosed. This estimate is valid for 90 days.

After reviewing the enclosed please sign and return this Letter and Custom Street Lighting Order. **Return one copy in the self-address envelope provided, and retain the other copy** for your file. Upon receipt of the signed agreement there is a 10-week waiting period for us to procure the necessary materials. Payment will be requested upon completion of the project.

**The following are conditions that may be required before construction of this system:**

1. In the area where we are placing our cables and equipment, it is assumed the area is at grade.
2. Locate and mark all privately owned underground facilities, if any exist.
3. Although none are anticipated, right-of-way and/or easements may also be required from you or adjacent property owners.
4. City's contractor is responsible to verify pole location and provide trenching, backfilling, conduit and pole base. The base is to be black, poly culvert stood on end that is 24" in diameter and 4' deep.
5. If Permits or Flaggers are required for present construction it is your responsibility to reimburse PSE these costs.

By signing this Letter, Custom Street Lighting Order and returning it, you are stating that you will comply with these requirements and authorize us to perform the work. When the contingencies have been met, this order will be released to construction for scheduling. If you have any questions, please call me at 425-456-2978.

Sincerely,

  
Jim Kennedy  
Account Manager

The above contingencies are accepted and authorization is given:

By: \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_



355 110th Avenue NE  
PO Box 90868, EST 9W  
Bellevue, Washington 98009-0868

(425) 456-2496 ph  
(425) 462-3149 fx

Lighting Services from Puget Sound Energy

**Project Name: Main St / Sumner Buckley Highway Improvement Project**

**Order #:** \_\_\_\_\_

**Location: Sumner-Buckley Highway at Main Street – 9 Street Lights**

### CUSTOM STREET LIGHTING ORDER

This order dated November 10, 2009 to PUGET SOUND ENERGY; Inc. (PSE) from City of Bonney Lake (Customer) covers the Installation of custom lighting authorized by this order. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE’s Schedule 52, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE. The number, size and type of lights ordered are summarized below.

The installation charge of the listed lighting units was estimated to be \$53,468.22. The value of the system used to determine the facilities charge is \$43,640.40.

Fixture and Pole Type	Number
150 Watt High Pressure Sodium (HPS), Black, King model 56 Luminaires	9
12’ Mounting Height, Black, Ameron, Fluted Concrete Poles with Washington Base	9

The basis of the monthly facilities charge under Rate Schedule 52, is as follows:

Full payment of installation charge up front, paid by Customer.  
Monthly facilities charge is equal to 0.26% x value of the system.  
 $0.0026 \times \$ 43,640.40 = \$113.46$

The basis of the monthly energy charge under Rate Schedule 52 is as follows:

9- 150 watt HPS units x \$5.99	=	<u>\$ 53.91</u>
Total monthly energy charge		\$ 53.91

The total monthly charge for this installation is:

Monthly facilities charge	\$113.46
Monthly energy charge	<u>\$ 53.91</u>
<b>Total monthly charge:</b>	<b>\$167.37</b>

Page 2

**CUSTOM STREET LIGHTING ORDER**

**PROJECT NAME: Main St / Sumner Buckley Highway Improvement Project**

Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

Monthly Billing will be sent to the City of Bonney Lake.

This order, executed by customer's duly authorized representative as of the date first written above is for service, as described above, under PSE's Schedule 52.

Customer: The City of Bonney Lake

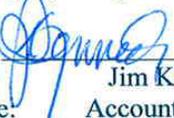
By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

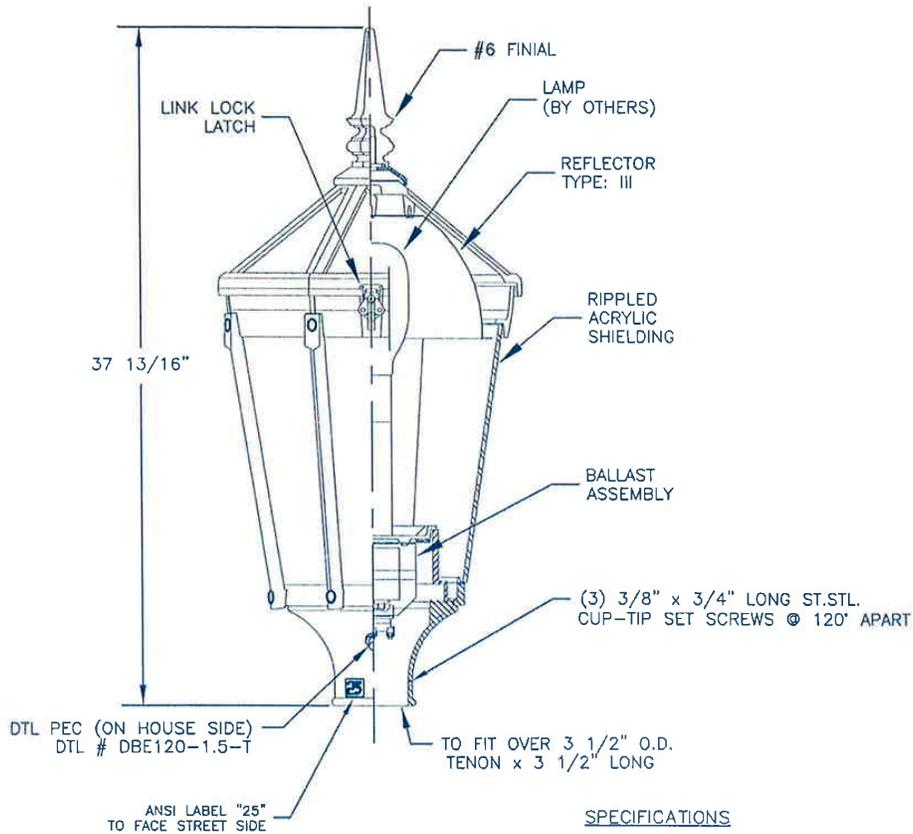
Print Name: \_\_\_\_\_

Company: Puget Sound Energy

By:  \_\_\_\_\_  
Jim Kennedy

Date: November 10, 2009

Title: Account Manager



**SPECIFICATIONS**

CATALOGUE NO.: K56-C-T-SAR-III-250(MOG)  
-HPS-120-PEC-BK-PSE

QUANTITY:  
LANTERN TYPE: CLEVELAND  
POLE ADAPTOR: 3-1/2" O.D. SLIPFITTER  
OPTICAL SYSTEM: SEGMENTED ACRYLIC RIPPLED  
IES LTG. CLASS.: TYPE III  
WATTAGE: 250W  
SOCKET TYPE: MOGUL  
LIGHT SOURCE: HIGH PRESSURE SODIUM  
LINE VOLTAGE: 120V  
PAINT: BLACK  
LAMP BY OTHERS

**BALLAST INFORMATION:**

BALLAST TYPE: CWA  
BALLAST MANU.: ADVANCE / MAGNETEK  
CATALOG NUMBER: 71A8291 / S250MLTAC4M

**OPTIONS:**

- QUICK DISCONNECT
- TERMINAL BLOCK
- OTHER: DTL ELECTRONIC PHOTO BUTTON CELL

FOR WIRING DIAGRAM SEE  
DRAWING T.B.A.

PART	PLANT REFERENCE DWG. #'s	REVISION
GLOBE		
CAPITAL		
OPTICS		
BALLAST		
FINIAL		
OTHERS		
CERT. I.D. CS <input type="checkbox"/> ET <input type="checkbox"/>		

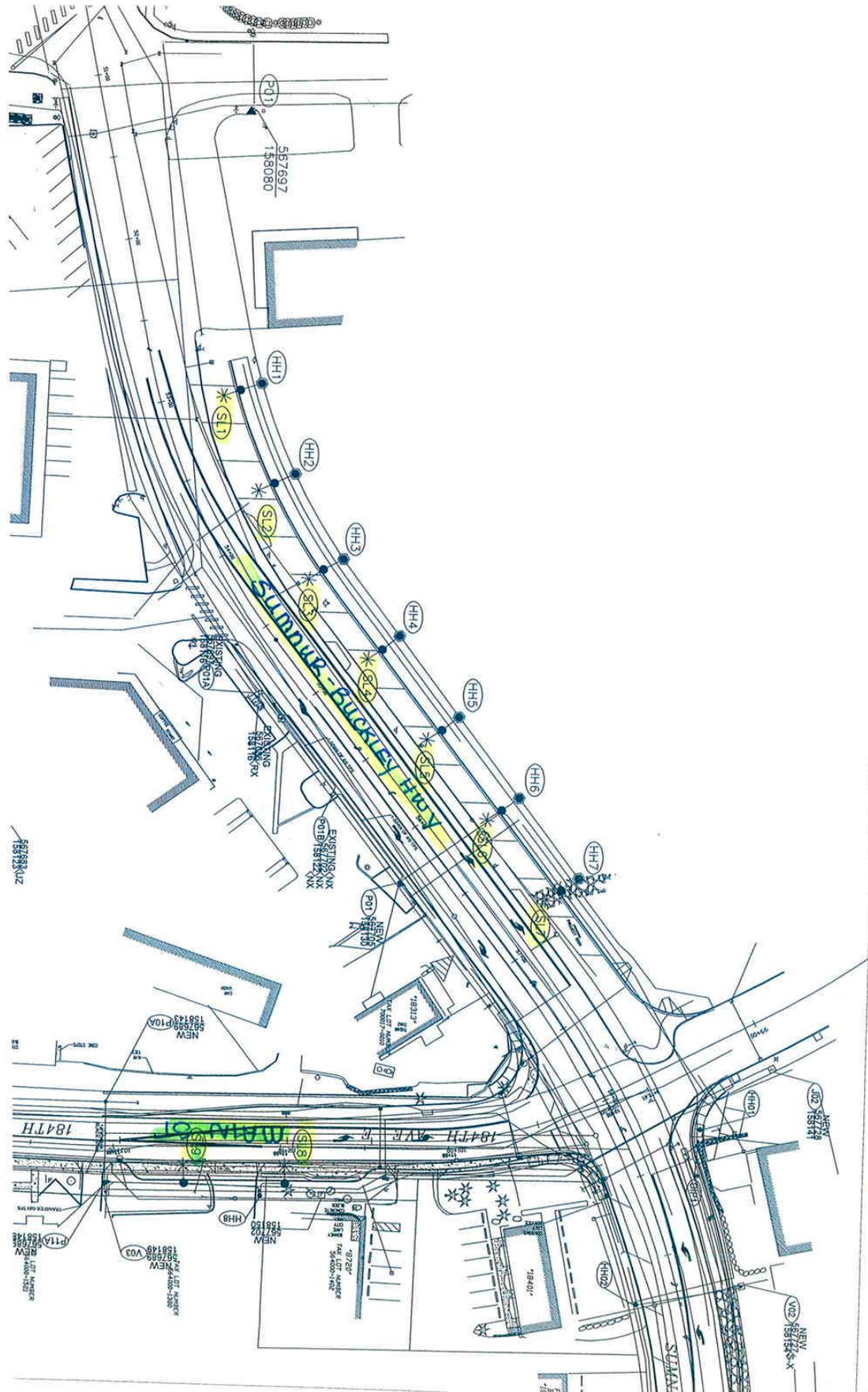
<b>KING LUMINAIRE</b> CORPORATION INC.			
840 WALKER'S LINE, P.O. BOX 7 BURLINGTON, ONTARIO, CANADA L7R 3K9		P.O. BOX 268 JEFFERSON, OHIO 1153 STATE ROUTE 46N U.S.A. 44047	
DRAWING NAME: CONCEPT DWG	DWG NUMBER: 206A2914-2	DATE: 05/05/05	DWG BY: A.A.
PROJECT/CUSTOMER: PSE - BONNEY LAKE			CHK. BY
\DWG5\206A2914			

2 OF 4

Approved:  June 17, 2005  
City Engineer Date  
STREET STANDARD DETAIL



Dwg No: **S15**  
**KING LUMINAIRE**



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

<b><u>Department / Staff Contact:</u></b> Exec / Brian Hartsell	<b><u>Workshop / Meeting Date:</u></b> 08 Dec 2009	<b><u>Agenda Bill Number:</u></b> AB09-189
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b> 1986	<b><u>Councilmember Sponsor:</u></b>

**Agenda Subject:** Acceptance of a Puget Sound Energy Grant and an Energy Efficiency Community Block Grant

**Proposed Motion:** A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing the city to accept a \$175,855 custom grant from Puget Sound Energy and a \$85,200 Energy Efficiency Community Development Block Grant from the Washington State Department of Commerce.

**Administrative Recommendation:** Approve

**Background Summary:** In September 2009 the City of Bonney Lake applied for the two subject grants to fully fund two energy efficient retrofit projects. The combined \$261,056 will fund new water pump motors and variable frequency drives (VFDs) at our 5 primary pump stations and retrofit the interior ceiling lighting in the Public Safety Building with more energy efficient lights.

**BUDGET INFORMATION:**

<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
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**Budget Explanation:**

No city match is required. In kind support in the form of staff time for project management and oversight will be provided by the City. Based on current utility rates, Puget Sound Energy estimates that the pump motor and VFD project will result in a \$48,000 annual utility cost savings while the Public Safety Building lighting retrofit will result in a \$5,000 annula utility cost savings.

**COMMITTEE/BOARD REVIEW:**

**Subcommittee Review Date:** Community Development Committee - 07 Dec 2009

**Commission/Board Review Date:** -

**Hearing Examiner Date:**

**COUNCIL ACTION:**

**Workshop Date(s):**

**Public Hearing Date(s):**

**Meeting Date(s):**

**Tabled To Date:**

**Signatures:**

Director Authorization	Mayor	Date City Attorney Reviewed
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**Energy Efficiency and Conservation Block Grants for  
Smaller Cities and Counties  
Application Form  
15 PAGE LIMIT**

<b>1. Applicant information</b>							
<b>Applicant Organization</b>	City of Bonney Lake, WA						
<b>Contact</b>	Brian Hartsell, Executive Assistant						
<b>Address</b>	19306 Bonney Lake Blvd						
<b>City</b>	Bonney Lake	<b>State</b>	WA	<b>Zip Code</b>	98391	<b>County</b>	Pierce
<b>Phone</b>	253-447-3102			<b>Email</b>	hartsellb@ci.bonney-lake.wa.us		
<b>Fill one set of the Evaluation Questions and the Work Plan Milestones forms for each proposed activity. Only one budget form is required for the entire application.</b>							
<b>2. Evaluation Questions by Activity</b>							
<b>Activity Description</b>	<p><b>PROJECT A:</b> The City of Bonney Lake requests \$67,991 in EECBG funds to embark on a project that will dramatically reduce electrical energy consumption at our water pump stations. The City’s water system serves our population of 17,000 plus 13,000 more customers outside of city limits.</p> <p>The City will install 5 Variable Frequency Drives (VFDs) to control energy consumption by the water pump motors. Currently the pump motors operate in the “on” or “off” position. The “on” position operates at full capacity regardless of whether full capacity is actually necessary. The VFDs will regulate motor speed to meet actual demand and water pressure needs. The new VFDs will have an ROI of 4.7 years based on Puget Sound Energy (PSE) estimates of almost \$49,000 in annual electric utility savings. In order to operate VFDs at our pump stations, it is necessary to install pump motors that are compatible with the VFD technology. Due to the age of our current motors, they are not compatible thus the requirement for new motors.</p> <p>In addition to energy savings, many side benefits will result from this project. With the VFDs allowing the motors to run at slower speeds to meet actual demand and water pressure needs in lieu of switching “on” and “off,” there will be less wear and tear on the starters, motors, and water pumps due to the inherent system impact from starting and stopping. Also, with less starting and stopping, the VFDs are further managing the water pressure and therefore reducing the frequency of pressure waves, or “water hammers,” that can cause breaks, leaks, and system failures. Finally, VFDs will allow public works staff to proactively prevent over-pumping of the wells and aquifers that cause the pumps to overheat and fail.</p>						
<b>1. What other funds will you be using for the activity? Include any funds from the applicant and other</b>	Puget Sound Energy (PSE) will fund 70% of the VFD project through its energy efficiency custom grant program (see attached letter of support). This equates to						

<p>partners.</p>	<p>an estimated \$158,646.</p> <p>Further, the city will be committing in-kind contributions in the form of labor for VFD installation and project management. Our staff electrician, utilities supervisor, and utilities maintenance worker will work with engineering consultants and hired installers.</p> <p>The below table summarizes in-kind contributions for this project.</p> <table border="1" data-bbox="721 663 1354 835"> <thead> <tr> <th>Staff Member</th> <th>Hourly wage &amp; benefit</th> <th>Estimated Hours on project</th> <th>Estimated Total In-kind contribution</th> </tr> </thead> <tbody> <tr> <td>Electrician</td> <td>\$ 44.00</td> <td>50</td> <td>\$ 2,200</td> </tr> <tr> <td>Utilities Supervisor</td> <td>\$ 50.25</td> <td>25</td> <td>\$ 1,256</td> </tr> <tr> <td>Maintenance Worker</td> <td>\$ 39.22</td> <td>25</td> <td>\$ 981</td> </tr> <tr> <td><b>TOTALS</b></td> <td></td> <td><b>100</b></td> <td><b>\$ 4,437</b></td> </tr> </tbody> </table>	Staff Member	Hourly wage & benefit	Estimated Hours on project	Estimated Total In-kind contribution	Electrician	\$ 44.00	50	\$ 2,200	Utilities Supervisor	\$ 50.25	25	\$ 1,256	Maintenance Worker	\$ 39.22	25	\$ 981	<b>TOTALS</b>		<b>100</b>	<b>\$ 4,437</b>
Staff Member	Hourly wage & benefit	Estimated Hours on project	Estimated Total In-kind contribution																		
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Maintenance Worker	\$ 39.22	25	\$ 981																		
<b>TOTALS</b>		<b>100</b>	<b>\$ 4,437</b>																		
<p><b>2. How many jobs will be created or retained by the activity? This will be based on the total amount of funds for the activity, including funds from other sources.</b></p>	<p>With an estimated total project cost of \$226,638 (prior to in-kind contributions), and based on the EECBG Estimated Expected Benefits Calculator, 2 jobs will be created or retained by the activity.</p>																				
<p><b>3. How much energy will be saved, or generated by renewable sources under Activity #13, by the activity?</b></p>	<p>Utilizing the EECBG Estimated Benefits Calculator, this project estimates 452,531 kWh saved and a reduction of 303 metric tons of CO<sub>2</sub>. <b>However, we believe this estimate is very low!</b></p> <p>Utilizing an energy analysis conducted by PSE after an onsite visit, we estimate 759,670 kWh saved annually, which translates to \$48,634 in annual utility cost savings based on current utility rates. This equates to an ROI of 4.7 years.</p> <p>The savings is due to the fact that the horsepower required to operate the pump motors is proportional to the motor speed cubed. Operating the motors at 90% speed, the horsepower required to generate that speed is 73% (.9*.9*.9) of its current full power status. As a result of this proportional relationship, the Variable Frequency Drives will allow the City to achieve dramatic energy savings as we operate the motors in the 80-95% range.</p>																				
<p><b>4. Describe your current state of preparation to begin activity tasks.</b></p>	<p>The City is ready to execute this project immediately upon award of the grant. The project has the full support of the public works department director, city administrator, Community Development Committee, the</p>																				

	<p>Mayor and City Council. This project will be the priority of our on-staff electrician and utility supervisor. Furthermore, the city's Executive Assistant serves as the City's grant manager to ensure grant management and reporting requirements are met.</p> <p>Our utilities supervisor and public works leadership are eager to begin this project before the summer of 2010 when demand on the water system peaks. During the winter months demand is lower, making it easier to shut down pumps for VFD and/or motor installation and/or replacement.</p>
<p><b>5. Describe how benefits such as jobs created or retained and energy saved will persist beyond 2012 (the EECBG funding period). For how long and how much of these benefits will persist?</b></p>	<p>The VFD units have an ROI of 4.7 years based on estimates of nearly \$49,000 annually in energy savings. Three pump stations (some stations have more than one pump) without VFDs are the subject of this application. Our fourth, newer pump station currently utilizes VFDs to control motor speed. Our recent monthly electric utility bill at each pump station showed an almost \$2,000 less charge at our newer pump station with VFD technology compared to the other non-VFD stations.</p> <p>A new VFD has an 8-15 year life expectancy. With the quick ROI and substantial energy savings, the benefits of this project will extend well beyond 2012.</p>
<p><b>Fill one set of the Evaluation Questions and the Work Plan Milestones forms for each proposed activity. Only one budget form is required for the entire application.</b></p>	
<p><b>2. Evaluation Questions by Activity</b></p>	
<p><b>Activity Description</b></p> <p><b>ACTIVITY 5—PROJECT B (Public Safety Building Lighting Retrofit)</b></p>	<p><b>PROJECT B:</b> The City of Bonney Lake requests \$17,209 in EECBG funds for a lighting retrofit project to reduce energy consumption in our public safety building. The City will replace the existing T-12 lighting with more energy efficient T-8 lighting and electronic ballasts.</p> <p>Due to the 24-hour nature of the fire and police departments located in the Public Safety Building, almost all lighting is on at all times. Replacing the lighting with more energy efficient lighting, combined with our plan to place motion sensors in key locations in the building to automatically turn off lights in unutilized spaces, will substantially increase our energy savings as summarized in Question 3 below.</p>
<p><b>1. What other funds will you be using for the activity? Include any funds from the applicant and other partners.</b></p>	<p>Puget Sound Energy (PSE) will fund 50% of the lighting retrofit through its energy efficiency custom grant program (see attached letter of support).</p>
<p><b>2. How many jobs will be created or retained by the activity? This will</b></p>	<p>With an estimated project cost of \$34,418, and based on the EECBG Estimated Expected Benefits Calculator,</p>

<p><b>be based on the total amount of funds for the activity, including funds from other sources.</b></p>	<p>only a fraction of 1 job will be created or retained by the activity—therefore the cell shows 0.</p>
<p><b>3. How much energy will be saved, or generated by renewable sources under Activity #13, by the activity?</b></p>	<p>Utilizing the EECBG Estimated Benefits Calculator, this project estimates 68,723 kWh saved and a reduction of 46 metric tons of CO2. <b>However, we believe this estimate is slightly low!</b></p> <p>Utilizing an energy analysis conducted by PSE, we estimate 72,924 kWh saved annually, which translates to \$5,559 in annual utility cost savings based on current utility rates. This savings equates to an ROI of 6.2 years.</p>
<p><b>4. Describe your current state of preparation to begin activity tasks.</b></p>	<p>The City is ready to execute this project immediately upon award of the grant. The project has the full support of the public works department director, city administrator, Community Development Committee, the Mayor and City Council. This project will be the priority of our on staff electrician.</p>
<p><b>5. Describe how benefits such as jobs created or retained and energy saved will persist beyond 2012 (the EECBG funding period). For how long and how much of these benefits will persist?</b></p>	<p>Once the retrofit is complete, the city will not be reverting back to the T-12 light fixtures. The retrofit will make permanent the energy savings otherwise not attainable with the status quo. Benefits will extend indefinitely beyond 2012.</p>



Optional information to demonstrate the applicant's ability to meet expenditure deadlines.	
--	--

**3. Activity Plan**

Where appropriate include information regarding:

- Any required design engineering that is complete, or a schedule for completion;
- Any required permits that are in place and environmental review that is complete, or a schedule for completion.

<b>Activity Name:</b> ACTIVITY 5—PROJECT B (Public Safety Building Lighting Retrofit)		
	<b>Tasks</b>	<b>Deadlines</b>
Obtain electrical permits.		Within 2 months of grant award.
Advertise Request for Quote		Within 3 months of grant award.
Award contract, generate purchase order for equipment and services.		Within 4 months of grant award.
Equipment install and testing.		Within 5 months of grant award.

Optional information to demonstrate the applicant's ability to meet expenditure deadlines.	

<b>4. Budget</b>				
<b>Funding Status</b>	<b>Source 1</b>	<b>Source 2</b>	<b>Source 3</b>	<b>Total</b>
	EECBG Formula	Puget Sound Energy	City of Bonney Lake	
<b>Are the sources committed?</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Activity Costs (Please break costs out by activity. Use more sheets if necessary)</b>				
New pump motors, installation, freight and tax @ Qty 5	\$32,367	\$75,523	\$0	\$107,890
Variable Frequency Drives and tax @ Qty 5	\$17,215	\$40,168	\$0	\$57,383
VFD installation support	\$12,354	\$28,825	\$0	\$41,179
VFD Freight	\$900	\$2,100	\$0	\$3,000
Laptop for system programming and maintenance @ Qty 1, tax, and freight	\$656	\$1,530	\$0	\$2,186
Engineering Consultant	\$4,500	\$10,500	\$0	\$15,000
Project management and installation support	\$0	\$0	\$4,437	\$4,437
<b>Project A Totals</b>	<b>\$67,991</b>	<b>\$158,646</b>	<b>\$4,437</b>	<b>\$231,075</b>
T-8 Lighting	\$7,064	\$7,064	\$0	\$14,128
Lighting Sales Tax	\$657	\$657	\$0	\$1,314
Installation	\$8,751	\$8,751	\$0	\$17,502
Performance Bond	\$237	\$237	\$0	\$474
Freight	\$500	\$500	\$0	\$1,000
<b>Project B Totals</b>	<b>\$17,209</b>	<b>\$17,209</b>	<b>\$0</b>	<b>\$34,418</b>
<b>GRAND TOTAL</b>	<b>\$85,200</b>	<b>\$175,855</b>	<b>\$4,437</b>	<b>\$265,493</b>


## **5. Letter of Commitment**

Attach a letter of commitment to the application from the mayor, city manager, county executive, chair of the county commission, or county administrator indicating support for the work to be done as funded by the grant. If this is a joint application, a letter will be needed from each jurisdiction involved in the grant or a single letter signed by all jurisdictions. The letter of commitment should include a statement indicating that the applicant jurisdiction or jurisdictions understand EECBG funding contract requirements. Letters must be signed by the responsible official(s) – typed signatures will not be accepted.

A letter of commitment from Mayor Neil Johnson and two letters of commitment from Puget Sound Energy are provided with this application submission.

**RESOLUTION NO. 1986**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO ACCEPT A \$175,855 CUSTOM GRANT FROM PUGET SOUND ENERGY AND AN \$85,200 ENERGY EFFICIENCY COMMUNITY DEVELOPMENT BLOCK GRANT FROM THE WASHINGTON STATE DEPARTMENT OF COMMERCE.**

WHEREAS, the Puget Sound Energy custom grant and the Dept of Commerce Energy Efficiency Community Development Block Grant will together fund the same two energy efficiency projects; and

WHEREAS, the grant agreements and associated documents require the signature of an authorized representative of our local government;

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the grant agreements and certifications in connection with the custom grant from Puget Sound Energy and the Energy Efficiency Community Development Block Grant from the Department of Commerce.

**PASSED** by the City Council this 8<sup>th</sup> day of Dec, 2009

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Neil Johnson Jr., Mayor

ATTEST:

---

Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

---

James Dionne, City Attorney





STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
128 - 10<sup>th</sup> Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

October 19, 2009

Ms. Heather Stinson  
Planning Manager  
Post Office Box 7380  
Bonney Lake, Washington 98390-0944

Subject: 2011 Growth Management Act (GMA) Periodic Update Grants

Dear Ms. Stinson:

The State Legislature appropriated approximately \$6.4 million in grants for Growth Management programs. A portion of this grant funding will be targeted toward jurisdictions that are required to review and, if necessary, revise their comprehensive plans and development regulations on or before December 1, 2011, (per RCW 36.70A.130). Twenty nine thousand one hundred dollars (\$29,100) has been reserved for the City of Bonney Lake as a grant to assist in completing this work. Please note that this amount has been adjusted for all cities and counties due to population changes resulting from recent annexations. A portion of your grant, (\$10,625) is available now until June 30, 2010, and (\$18,475) will be available from July 1, 2010, to June 30, 2011. Please be aware that if funding to the Washington State Department of Commerce (Commerce) is reduced before the completion of your contract then your grant amount will be reduced accordingly.

If your jurisdiction is required to complete its GMA update work by December 1, 2011, and is eligible for this grant, (see grant application overview for eligibility requirements), please complete the application in order to receive this funding. Applications are processed as soon as they are received in our office. Funding will be available upon execution of a grant contract.

Attached to this e-mail are the following Growth Management Grant Application materials:

- Grant Application Overview
- Grant Application

To assist in completing your grant application, we are also including the Periodic Update Checklists for cities and counties. While not required, we recommend completing the Periodic Update Checklist first, so you can use it to help complete the Scope of Work portion of your grant application. If you do complete the checklist, please send a completed copy to Commerce with your grant application to help us better focus our assistance to you during the periodic update process.

If you need help with completing the application, especially with developing your scope of work, please contact the Commerce planner assigned to your region. (A list of Commerce planner assignments is enclosed.) If you have any questions regarding our grant programs, please call our office at 360.725.3000.

Sincerely,

Leonard Bauer, AICP  
Managing Director  
Growth Management Services



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

128 - 10<sup>th</sup> Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

## Grant Application

Growth Management Services  
2011 GMA Update Grant

Applying Jurisdiction	Bonney Lake
-----------------------	-------------

Joint Applicants	
------------------	--

Project Manager		
Name	Heather Stinson	
Title	Planning Manager	
Department	Community Development	
Mailing Address	PO Box 7380	
City	Bonney Lake	
Telephone:	253-447-4355	Fax: 253-826-1921
Email		
Do you wish to receive information and materials via email?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Financial Contact		
Name	Al Juarez	
Title	Chief Financial Officer	
Department	Finance	
Mailing Address	PO Box 7380	
City	Bonney Lake	
Telephone Number	253-447-4314	Fax: 253-826-1921
Email		

Federal Tax Identification Number	910753552
Statewide Vendor (SWV) Number	

Statement of Work

Short Description of Grant	December 1, 2011 Major update of City's Comprehensive Plan
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Goals/ Actions/ Deliverables	Description	Start Date	End Date
<b>Goal 1</b>	<b><i>Update Land Use and Transportation Elements</i></b>		
Action	Review existing Land Use and Transportation elements for compliance with the Growth Management Act and consistency with Vision 2040 and countywide planning policies.	1/4/2010	4/2/2010
Action	Analyze collected data and review of Land Use and Transportation elements to generate amendments to the Comprehensive Plan and Land Use Map	4/2/2010	6/30/2010
Action	Review text for consistency with other Plan elements and clarity of vision	4/2/21010	6/30/2010
Action	Present recommended updates, including revisions to policies and recommended amendments to Planning Commission and PSRC	7/7/2010	11/3/2010
Action	Conduct public hearings	9/1/2010	9/15/2010
Action	Make changes to amendment package per Planning Commission and PSRC recommendations	9/16/2010	10/29/2010
<b>Deliverable 1</b>	Final draft Land Use and Transportation element amendments	11/4/2010	11/10/2010
<b>Goal 2</b>	<b><i>Update Utilities and CFP Element with updated Water, Sewer, and Stormwater plans</i></b>		
Action	Review existing utilities and CFP elements for compliance with the Growth Management Act	7/1/2010	9/1/2010
Action	Analyze collected data and review of Utilities / Capital Facilities element to generate amendments to the Comprehensive Plan	9/1/2010	12/1/2010
Action	Review draft text for consistency with other Plan elements and clarity of vision	12/1/2010	1/28/2011
Action	Present recommended updates, including revisions to policies and recommended amendments to Planning Commission and PSRC	2/2/2011	4/6/2011
Action	Conduct public hearings	4/20/2011	5/4/2011
Action	Make changes to amendment package per Planning Commission and PSRC recommendations	5/5/2011	5/13/2011
<b>Deliverable 2</b>	Final draft <i>Utilities and CFP Element</i> amendments recommended by Planning Commission	5/14/2011	5/18/2011

<b>Goal 3</b>	<b>Revise CAO for consistency with state BAS rule</b>		
Action	Evaluate existing critical areas regulations re: Best Available Science	7/1/2010	9/1/2010
Action	Revise regulations based on review	9/1/2010	12/1/2010
Action	A draft adoption package will be prepared for Planning Commission	12/1/2010	1/28/2011
Action	Planning Commission review	2/20/2011	4/6/2011
Action	Public Hearing	4/20/2011	5/4/2011
Action	City Council Review	6/7/2011	6/21/2011
<b>Deliverable 3</b>	<b>Final draft of updated CAO</b>	6/15/2011	6/15/2011

To insert an additional line, highlight the last row, select Table from the main menu, then Insert > Row Below.

**IMPORTANT:** *In order to receive all your grant money in the current biennium, all deliverables and actions for both the comprehensive plan and Critical Areas work included in the Statement of Work above should not have an End Date beyond 06/30/11*

\*Note: Any information we have sent to you will soon be available at the Commerce website: [www.commerce.wa.gov/growth](http://www.commerce.wa.gov/growth).

#### Budget

	Total SFY10 July 1, 2009 to June 30, 2010		Total SFY10
<b>EXPENSES</b>			
Salaries and Benefits	\$4,500		
Goods and Supplies			
Professional Services	\$6,125		
Other Goods and Services			
Total	\$10,625		

	Total SFY10 July 1, 2009 to June 30, 2010		Total SFY10
<b>REVENUE</b>			
Commerce Grant Funds	\$10,625		
Other Funds			
Total	\$10,625		

	Total SFY11 July 1, 2010 to June 30, 2011		Total SFY11
<b>EXPENSES</b>			
Salaries and Benefits	\$9,000		
Goods and Supplies	\$600		
Professional Services	\$8,875		
Other Goods and Services			
Total	\$18,475		

	Total SFY11 July 1, 2010 to June 30, 2011		Total SFY11
<b>REVENUE</b>			
Commerce Grant Funds	\$18,475		
Other Funds			
Total	\$18,475		

**RESOLUTION NO. 1992**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, ACCEPTING THE GRANT FROM THE  
WASHINGTON STATE DEPARTMENT OF COMMERCE TO UPDATE THE  
BONNEY LAKE COMPREHENSIVE PLAN.**

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the City accepts the grant as outlined in the attached letter from the Washington State Department of Commerce

**PASSED by the City Council this \_\_\_\_ day of December, 2009.**

\_\_\_\_\_  
Mayor Neil Johnson, Jr.

AUTHENTICATED:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
James J. Dionne, City Attorney





**RESOLUTION NO. 1988**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY  
LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A  
CONTRACT WITH PARAMETRIX FOR THE DESIGN OF SR 410  
SEWER MAIN REPAIR – PHASE 4.**

**Whereas**, the City has approved a budget in 2009 that includes the SR 410 Sewer Main Repair; and

**Whereas**, the City has identified the need to rehabilitate the existing sewer main along SR 410 Highway; and

**Now therefore, be it resolved;**

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with Parametrix in the amount of \$136,846.

**PASSED** by the City Council this 8<sup>th</sup> day of December 2009.

\_\_\_\_\_  
Neil Johnson Jr., Mayor

ATTEST:

\_\_\_\_\_  
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney

**City of Bonney Lake SR 410 Sewer Repair Phase 4  
PERSONAL SERVICES AGREEMENT**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Bonney Lake ("City") and PARAMETRIX, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 12. Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from, injuries, damages, losses and reasonable costs including reasonable attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City. Provided however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the City, it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

### Insurance

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

#### A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

#### B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

#### C. Other Insurance Provisions

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

1. Except for Professional Liability Insurance, the Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, except ten (10) days notice of cancellation for non-payment of premium.

#### D. Acceptability of Insurers

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

#### E. Verification of Coverage

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

13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.
14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the

Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: \_\_\_\_\_  
Neil Johnson Jr., Mayor

By:  \_\_\_\_\_  
Daniel McReynolds, Principal

*DMR*  
*11/19/09*

**Attachments:**

- Exhibit A: Scope of Work/Deliverables
- Exhibit B: Rates

## EXHIBIT A – SCOPE OF WORK

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### City of Bonney Lake SR 410 Sewer Repair Phase 4

#### PROJECT OVERVIEW

Phases 1 and 2 of the project have been completed and Phase 3 has been advertised and bids have been opened. The City is now prepared to begin the preparation of plans, specifications, and an estimate for Phase 4. Phase 4 will consist of lining the existing 18-inch-diameter and 24-inch-diameter sewer mains between Manhole No. 41 (west of Myers Road) and Manhole No. 52 (east of Main Street).

The construction project is assumed to include the following elements (note that sanitary sewer manhole values are based on the as-built drawings prepared by Gray and Osborne dated October 1985 for the existing sanitary sewer force main and gravity main):

- Lining of 2,885 linear feet of existing 18-inch-diameter sewer main between SSMH #41 and SSMH#49.
- Lining of 980 linear feet of existing 24-inch-diameter sewer main between SSMH #49 and SSMH #52.
- Manholes will be assessed in the field to determine the level of rehabilitation necessary. Any necessary rehabilitation will be included in the project.
- Coordinating with WSDOT to coordinate City permits for work in the SR 410 right-of-way.

#### SCHEDULE

Construction of Phase 4 is anticipated to begin in the spring of 2010. A 6-month project schedule is assumed.

#### PHASE 4 – SSMH #41 TO SSMH #52

##### Task 1 – Project Management and QA/QC

**Goal:** To provide the tools for continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by the City.

**Assumption(s):** A 6-month project schedule is assumed.

**Deliverable(s):**

- Miscellaneous correspondence to document project management issues.
- Monthly Progress Reports and invoices.
- QA/QC Plan.
- Project meeting agendas and notes.
- Earned Value Estimate updated monthly.

## **Task 2 – Mapping**

**Goal:** To provide a base map for use in preparing the contract documents.

**Approach:**

### **22.1 Mapping**

Parametrix will perform mapping along the existing sanitary sewer main alignment. The map will include the horizontal and vertical locations of each manhole lid. The survey crew will also collect measurements from the rim elevation down to the invert of the channel within the manhole so that a profile can be created of the existing system.

### **22.2 Topography**

Coverage will typically be approximately 20 feet to either side of the existing alignment and from SSMH #41, and tied to mapping previously completed for Phase 2 to SSMH #52. Mapping shall be from the inside lane line of SR 410 to the WSDOT right-of-way limits.

### **22.3 Base Map Preparation**

Parametrix will process survey field data and generate an AutoCAD drawing file of existing conditions.

### **22.4 Existing Right-of-Way and Utility Easements**

Parametrix will research and calculate road right-of-way and utility easements for the project corridor based on public records, deed descriptions, and their relationship with existing surveyed monuments.

**Assumption(s):**

The City will coordinate with WSDOT and provide traffic control as necessary for topographic survey-related work within SR 410.

**Deliverable(s):**

- AutoCAD drawing file in 2009 format, or later, at 1 inch = 20 feet, topographic information, and right-of-way along the mapping corridor.
- TIN surface in LDT format.

## **Task 3 – Plans, Specifications, and Estimate**

**Goal:** To design and prepare construction plans, contract bid documents, and engineer's estimate.

**Approach:** Parametrix will prepare a conceptual design and schedule a meeting with the City. Upon review and approval of the conceptual design, contract documents and engineer's estimates will be prepared, to include the following plan sheets:

Cover Sheet and Legend	2 Sheets
TESC Plans	1 Sheet
Plan and Profile	9 Sheets
Traffic Control Plans	5 Sheets
Details	1 Sheet

***Assumption(s):***

- Contract documents will include preparation of the special provisions and bid form, and assembly of City-provided contract documents.
- Drawings will be prepared in AutoCAD Civil 3D 2009 format using Parametrix CADD Standards.

***Deliverable(s):***

- Conceptual design roll plot for review and approval.
- Three sets of full-size final plans, 10 sets of half-size of final plans, and 10 copies of the contract documents.
- Engineer's opinion of probable cost in Microsoft Excel format.
- Electronic copy in PDF format of the final contract documents and full size plans for uploading to BXWA.
- Upon completion of the project, a DVD will be delivered that includes all electronic files produced as a part of the project.

**Task 4 – Contract Assistance and As-Built Drawings**

***Goal:*** To assist the City during the bidding and construction phase of the project and to prepare as-built drawings of the improvements.

***Approach:*** A total of 40 hours will be budgeted for contract assistance. As-built drawings will be prepared in AutoCad format and will be based on the redlined markups provided by the City.

***Assumption(s):***

- The City will provide redlined markups for preparation of as-built drawings.
- No additional topographic surveys will be required to locate constructed improvements.

***Deliverable(s):***

- One set of full-size (22"x34") as-built drawings on Mylar.
- Addenda as required during the bidding process.
- One CD of as-built files in AutoCAD format.

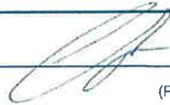
#### EXHIBIT B: RATES

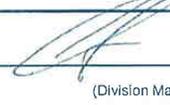
The Consultant's work under this Agreement shall be compensated on a time and materials basis. Rates shall be determined by multiplying the direct labor cost by a factor of 3.10. The previous contract for Phases 1, 2 and 3 authorized a total not to exceed amount of \$187,776. This agreement will increase the total not to exceed amount by \$136,846 to a new total not to exceed amount of \$324,622.

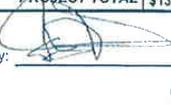
**PROJECT: SR 410 Sewer Repair Phase 4**

**CLIENT: City of Bonney Lake**

PMX #			BILLING MULTIPLIER:	STAFF	Project Manager	Senior Engineer	Designer	Planner	Survey Supervisor	Surveyor III	Survey Crew	Project Coordination/ Word Proc.	TOTAL HOURS	TOTAL COST	Subtotals	
214-1611-021	3.10	BILL RATES														\$196.00
PHASE	TASK	ORG CODE														
4	1		Project Management & QA/QC												\$10,486.00	
	1.1				10							18	28	\$3,598.00		
	1.2				8	8	4						20	\$3,752.00		
	1.3				16								16	\$3,136.00		
4	2		Mapping												\$23,720.00	
	2.1										16	80		\$13,904.00		
	2.2										8	8		\$1,992.00		
	2.3								8	32			40	\$4,024.00		
	2.4								24	8			32	\$3,800.00		
4	3		Plans, Specifications & Estimate												\$85,608.00	
	3.1						8						8	\$1,088.00		
	3.2					16	40					8	64	\$9,448.00		
	3.3					40	160						200	\$29,960.00		
	3.4					16	40						56	\$8,720.00		
	3.5					8	24						32	\$4,904.00		
	3.5					40	40						80	\$13,640.00		
	3.5					24	8						32	\$6,008.00		
	3.6					40						40	80	\$11,840.00		
4	4		Contract Assist. & Record Drawings												\$14,108.00	
Labor Subtotal at Current Salary Rates					54	224	348			32	64	88	70	880	\$133,922.00	
Salary Escalation					Estimated % Complete							50.0%	Additional Labor Cost			
					Estimated % of next salary increase							3.0%	from salary escalation		\$2,009.00	
In-House Expense					Item	Quantity	Unit Cost	Unit	Direct Cost							
					Mileage	200	\$0.550	mile	\$110.00							
					Photocopies	2500	\$0.09	sheet	\$225.00							
					Check prints	100	\$1.00	sheet	\$100.00							
					Final Plots	24	\$20.00	sheet	\$480.00							
					Misc.		\$1.00	each								
Outside Expenses					Description	Quantity	Unit Cost	Unit	Direct Cost	Markup %						
Other Expenses										15%						
										15%						
Subconsultants										10%						
										10%						
										15%						
													<b>PROJECT TOTAL</b>	\$136,846.00		

Prepared By:   
(Project Manager)

Reviewed By:   
(Division Manager)

Approved By:   
(Principal)



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

<b><u>Department / Staff Contact:</u></b> Exec / Don Morrison	<b><u>Workshop / Meeting Date:</u></b> 08 Dec 2009	<b><u>Agenda Bill Number:</u></b> AB09-188
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b>	<b><u>Councilmember Sponsor:</u></b>

**Agenda Subject:** IJC Leasing Agent Services

**Proposed Motion:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH COLDWELL BANKER COMMERCIAL/OFFENBECHER FOR LEASING AGENT SERVICES FOR THE INTERIM JUSTICE CENTER.

**Administrative Recommendation:** Approve

**Background Summary:** There will be vacant leasable space (approximately 6,400 sf) in the new Interim Justice Center (IJC) that will not immediately be needed for City operations. Due to the economy and declining revenues it would be prudent to lease up vacant space in order to generate revenues to partially offset the annual \$659,000 debt service payments on the civic center/IJC bonds. Two firms responded to the DOQ/P for leasing agent services, Offenbecher and Colliers International. While both are good reputable firms, it is recommended that Offenbecher be retained because of the scale of the project, their familiarity with the City, and their extensive history in leasing commercial properties in East Pierce County. The proposed fee basis is a 6% commission.

**BUDGET INFORMATION:**

<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
<b>Budget Explanation:</b>			

**COMMITTEE/BOARD REVIEW:**

**Subcommittee Review Date:** Finance Committee - 01 Dec 2009  
**Commission/Board Review Date:** -  
**Hearing Examiner Date:**

**COUNCIL ACTION:**

<b>Workshop Date(s):</b>	<b>Public Hearing Date(s):</b>
<b>Meeting Date(s):</b>	<b>Tabled To Date:</b>

**Signatures:**

Director Authorization	Mayor	Date City Attorney Reviewed
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**RESOLUTION NO. 1990**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH COLDWELL BANKER COMMERCIAL/OFFENBECHER FOR LEASING AGENT SERVICES FOR THE INTERIM JUSTICE CENTER.**

**WHEREAS**, there will be vacant leasable space in the new Interim Justice Center (IJC) that will not immediately be needed for City operations; and

**WHEREAS**, due to the economy and declining revenues the City Council desires to lease up vacant space in order to generate revenues to partially offset the annual \$659,000 debt service payments on the civic center/IJC bonds; and

**WHEREAS**, pursuant to an RFP process, Coldwell Banker Commercial/Offenbecher was selected to assist the City in leasing up the vacant space;

**Now therefore, be it resolved;**

That the City Council of the City of Bonney Lake, Washington does hereby authorize the Mayor to sign the attached Lease Listing Agreement with Coldwell Banker Commercial/Offenbecher for IJC leasing services.

**PASSED** by the City Council this 8<sup>th</sup> day of December, 2009.

\_\_\_\_\_  
Neil Johnson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney



**Coldwell Banker Commercial**  
**OFFENBECHER**  
101 S Meridian  
Puyallup, WA 98371  
Phone: (253) 840-5574  
Fax: (253) 840-0152

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CBA Form XL  
Exclusive Lease  
Rev. 12/99  
Page 1 of 3

**COMMERCIAL BROKERS ASSOCIATION  
EXCLUSIVE LEASE LISTING AGREEMENT**

CBA Text Disclaimer: Text deleted by licensee indicated by strike. New text inserted by licensee indicated by small capital letters.

In consideration of the services to be performed by the undersigned Broker, the undersigned Owner/Manager hereby grants to Broker commencing with date of this Agreement and expiring at midnight on February 28, 2011 the exclusive and irrevocable right to lease for a minimum term of Three Years (see definitions below) and to receipt for deposit in connection therewith, the following described commercial real estate ("the property") situate in the City of Bonney Lake, Pierce County, Washington; commonly known as 9002 Main Street and legally described  as follows  as attached hereto: (Owner/Manager authorizes Agent to insert or correct legal description over Owner's signature.)

*SECTION 33 TOWNSHIP 20 RANGE 05 QUARTER 32 MCDONALD FRUIT TRACTS: MCDONALD FRUIT TRACTS W 120 FT OF S 1/2 OF S 1/2 OF TR 25 SUBJ TO EASE ITEM 14 EXC ADDL R/W CYD TO CITY Q885381 DC121595MD*

Listing Price \$ To be determined

Per Square Foot

Possession: Upon Lease Execution

Terms: To be determined

- 1. DEFINITIONS.** The term "lease" and similar phrases as used in this Agreement, shall mean and include "sub-lease." The term "lessee" includes "sub-lessee," if applicable. The phrases "this Agreement" and "during the term hereof" include written extensions of this Agreement.
- 2. AGENCY / DUAL AGENCY.** Owner authorizes Broker to appoint Ethan Offenbecher of Coldwell Banker Commercial Offenbecher to act as Owner's Listing Agent(s). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s) and Broker only, **not** with any other salesperson of Broker; provided, Owner authorizes Broker to appoint other salespersons affiliated with Broker as subagents to act on Owner's behalf as and when needed, at Broker's discretion. Any other broker or salesperson, other than Broker or Listing Agent(s), will not be representing Owner and may represent the lessee. Accordingly, for purposes of this Agreement, "Broker" means Listing Agent(s), including any subagents, and Listing Agent's Broker, Designated Broker or Branch Manager, unless expressly stated otherwise. Owner further authorizes Broker to enter into cooperative brokerage agreements.

Owner agrees that if the property is leased to a lessee represented by one of Broker's salespersons other than Listing Agent(s), then Owner consents to Broker acting as a dual agent. Owner further agrees that if the property is leased to a lessee who Listing Agent also represents, then Owner consents to Listing Agent(s) and Broker acting as dual agents. Owner agrees that different salespersons affiliated with Broker may represent different lessors in competing transactions involving the same lessee and that this shall not be considered action by Broker that is adverse or detrimental to the interests of either lessor, nor shall it be considered a conflict of interest on the part of Broker. Owner acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."

If Broker acts as a dual agent, then Broker shall be entitled to the entire commission payable under this Agreement plus any additional compensation Broker may have negotiated with the lessee.

- 3. TITLES / PROPERTY INFORMATION.** Owner warrants that Owner has the right to lease the property on the terms herein, and that the property is free and clear of any encumbrances which would interfere therewith. Owner confirms that following the lease of the property, the amount of rent and any other terms of the lease of the property shall not be deemed confidential information and Owner authorizes disclosure of the same.



**COLDWELL BANKER COMMERCIAL  
OFFENBECHER**  
101 S MERIDIAN  
PUYALLUP, WA 98371  
PHONE: (253) 840-5574  
FAX: (253) 840-0152

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Page 2 of 3

**COMMERCIAL BROKERS ASSOCIATION  
EXCLUSIVE LEASE LISTING AGREEMENT  
(CONTINUED)**

- 4. COMMISSION.** Broker shall be entitled to a commission if: (a) a Broker procures a lessee on the terms of this Agreement, or on other terms acceptable to Owner; (b) Owner sells or leases the property directly or indirectly or through any person or entity other than Broker during the term of this Agreement; (c) Owner sells or leases the property within six months after the expiration or sooner termination of this Agreement to a person or entity that submitted an offer to purchase or lease the property during the term of this Agreement or that appears on any registration list provided by Broker pursuant to this Agreement, or an "Affiliate" of such a person or entity that submitted an offer or that appears on the registration list; (d) the property is made unleaseable by Owner's voluntary act; or (e) Owner cancels this Agreement, or otherwise prevents Broker from leasing the property. The commission shall be calculated as follows: Six Percent (6%) of the base rent for the initial term of the Lease. One half due upon Lease execution and one half due upon rent commencement or payment of first months rent, whichever occurs first. Broker shall submit any registration list to Owner within 15 days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whose attention the property was brought through the signs, advertising or other action of Broker, or who received information secured directly or indirectly from or through Broker during the term of this Agreement. The Owner shall provide the registration list to any other brokers that assist the Owner with this property. "Affiliate" means, with respect to any person or entity that submitted an offer during the term of this Agreement or that appears on the registration list, a person or entity which has more than a 10% ownership or voting interest in such an entity or any entity in which more than 10% of the ownership or voting interests are owned or controlled by such a person or entity.
- 5. BROKER/MULTIPLE LISTING.** Broker shall cause this listing to be published by Commercial Brokers Association ("CBA") for distribution to all CBA members through CBA's listing systems. Broker shall cooperate with all other members of CBA in working toward the lease of the property. Owner understands and agrees that all property information contained in this Agreement or otherwise given to CBA becomes the property of CBA, is not confidential, and will be given to third parties, including prospective lessees, other cooperating members of CBA who do not represent the Owner and, in some instances, may represent the lessee and other parties granted access to CBA's listing systems. Owner agrees that Broker may record this Agreement. Regardless of whether a cooperating member is the Broker of the lessee, the Owner, neither or both, the member shall be entitled to receive the selling office's share of the commission as designated by the listing office. **IT IS UNDERSTOOD THAT COMMERCIAL BROKERS ASSOCIATION IS NOT A PARTY TO THIS AGREEMENT, AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION SET FORTH IN THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.**
- 6. ATTORNEY'S FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay a reasonable attorney's fee. In the event of trial, the amount of the attorney's fee shall be as fixed by the court.
- 7. ADDITIONAL TERMS.** The following attached hereto are part of this Agreement: \_\_\_\_\_

.....  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Owner's Address

\_\_\_\_\_  
Owner/Manager

Business \_\_\_\_\_ Home \_\_\_\_\_  
Owner's Phone

\_\_\_\_\_  
Owner/Manager

.....  
In consideration of Owner's execution of this Agreement, the undersigned hereby agrees to act as Owner's agent to lease the



**COLDWELL BANKER COMMERCIAL  
OFFENBECHER**  
101 S MERIDIAN  
PUYALLUP, WA 98371  
PHONE: (253) 840-5574  
FAX: (253) 840-0152

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**COMMERCIAL BROKERS ASSOCIATION  
EXCLUSIVE LEASE LISTING AGREEMENT  
(CONTINUED)**

property.

Coldwell Banker Commercial Offenebecher, Broker (Company)  
(Office)

By \_\_\_\_\_  
(Authorized Representative)

Owner hereby extends the above Agreement to midnight of \_\_\_\_\_

\_\_\_\_\_  
Owner/Manager

\_\_\_\_\_  
Owner/Manager

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

<b><u>Department / Staff Contact:</u></b> Exec / Don Morrison	<b><u>Workshop / Meeting Date:</u></b> 08 Dec 2009	<b><u>Agenda Bill Number:</u></b> AB09-174
<b><u>Ordinance Number:</u></b> D09-174	<b><u>Resolution Number:</u></b>	<b><u>Councilmember Sponsor:</u></b>

**Agenda Subject:** Ordinance D09-174 - An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, Adopting the Midbiennial Budget Amendment for Budget Years 2009 and 2010.

**Proposed Motion:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADOPTING THE MID-BIENNIAL BUDGET AMENDMENT FOR BUDGET YEARS 2009 AND 2010

**Administrative Recommendation:** Approve as presented

**Background Summary:** The Council approved Ordinance No. 1291 which adopted the biennial budget for fiscal years 2009-2010. RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget, and requires that the adopted biennial budget be subject to a mid-biennial review and modification as needed. The proposed amendments amend the 2009 revenues and expenditures based on estimated actuals. The 2010 revenues are amended based on the most recent revenue estimates for next year. In the General Fund, the 2010 amended departmental budgets reflect a continuation of the essential expenditures made in 2009 adjusted for contractual increases and adjustments due to grants, etc. Most of the discretionary projects, equipment, and consultant studies that were put on hold in 2009 are likewise on hold for 2010. . The expenditures in the utility funds remain pretty much as originally budgeted, adjusted only for changes as a result of grants, PWTF loans, and capital projects. Department directors will continue to fine tune their line item budgets to assure that the departmental appropriation that is allocated in the Mid-Biennial Budget Amendment is not exceeded.

<b><u>BUDGET INFORMATION:</u></b>			
<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
See attached	See attached		
<b>Budget Explanation:</b>			
See attached			

**COMMITTEE/BOARD REVIEW:**

Subcommittee Review Date: -  
Commission/Board Review Date: -  
Hearing Examiner Date:

**COUNCIL ACTION:**

Workshop Date(s): November 17, 2009                      Public Hearing Date(s): November 24, 2009  
Meeting Date(s): December 1, 2009                      Tabled To Date:

**Signatures:**

Director Authorization	Mayor	Date City Attorney Reviewed
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**ORDINANCE NO. D09-174**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADOPTING THE MID-BIENNIAL BUDGET AMENDMENT FOR BUDGET YEARS 2009 AND 2010**

**WHEREAS**, the City Council approved Ordinance No. 1291 which adopted a biennial budget for fiscal years 2009-2010; and

**WHEREAS**, Ch. 35A.34 RCW provides procedures for adopting, managing, and amending a biennial budget; and

**WHEREAS**, RCW 35A.34.130 requires that the adopted biennial budget be subject to a mid-biennial review and modification as needed; and

**WHEREAS**, on November 24, 2009 the City Council held a public hearing upon notice for the purpose of considering mid-biennial modifications and amendments to the adopted 2009-2010 biennial budget;

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

**Section 1.** The biennial budget for the City of Bonney Lake for the period January 1, 2009 through December 31, 2010 as contained in the adopted 2009-2010 Biennial Budget for total revenues/sources (including beginning fund balances) and expenditures/uses (excluding ending fund balances) and as revised by the City Council, is hereby amended by Total Revenues and Expenditures for each fund as shown on the attached Exhibit "A" (City of Bonney Lake Mid-Biennial Budget Amendment).

**Section 3.** The changes to biennial operating expenditures, capital expenditures, transfers and debt service schedules as shown on the attached Exhibit "B" is hereby adopted.

**Section 4.** The City Clerk is directed to transmit a certified copy of the City of Bonney Lake adopted 2009-2010 Mid-Biennial Budget Amendment (Ordinance No. D09-174 and Exhibits "A", and "B") to the Office of State Auditor and to the Association of Washington Cities.

**Section 4.** This ordinance concerning matters set out in RCW 35A.11.090, it is not subject to referendum, and shall take effect January 1, 2010 after its passage, approval and publication as required by law.

**PASSED by the City Council of the City of Bonney Lake this 8<sup>th</sup> day of December, 2009.**

---

Neil Johnson, Jr. Mayor

Attested:

---

Harwood T. Edvalson, City Clerk

Approved as to Form:

---

James Dionne, City Attorney

Passed:  
Valid:  
Published:  
Effective Date:

2009/2010 Biennial Budget  
MID-BIENNIAL BUDGET AMENDMENT

**EXPENDITURES**

Fund	Number Name	2009		2010		2009/2010 Biennium		
		Adopted	Mid-Biennial Final	Adopted	Mid-Biennial Final	Adopted	Mid-Biennial Final	
	001 General	13,686,357	(1,815,786)	14,307,333	(2,335,162)	27,993,690	(4,150,948)	23,842,742
	120 Drug Investigation	-	35,000	-	3,000	-	38,000	38,000
	126 Contingency	-	-	-	-	-	-	-
	208 1997 G.O. Public Safety Building	355,305	355,305	359,750	-	715,055	-	715,055
	301 Street CIP	4,886,688	5,164,348	1,234,625	(140,000)	6,121,313	137,660	6,258,973
	302 Parks CIP	1,344,687	947,887	3,585,532	(1,100,000)	4,930,219	(1,486,800)	3,443,419
	320 General Government CIP	3,615,698	500,000	230,698	760,000	3,846,396	1,280,000	5,106,396
	325 Civic Center CIP	7,416,825	(6,600,000)	664,638	7,350,000	8,081,463	750,000	8,831,463
	401 Water	11,085,062	268,977	13,127,528	1,764,600	24,222,590	2,033,577	26,256,167
	402 Wastewater (Sewer)	8,182,037	(1,073,038)	13,106,534	(2,541,631)	21,288,571	(3,614,669)	17,673,902
	415 Stormwater	1,524,954	(405,700)	1,312,182	13,000	2,837,136	(392,700)	2,444,436
	501 Equipment Rental & Replacement	751,046	-	933,250	-	1,684,296	-	1,684,296
	502 Insurance	340,696	-	357,731	-	698,427	-	698,427
	Total	53,199,355	(9,209,687)	49,219,801	3,773,807	102,419,156	(5,435,880)	96,983,276

**REVENUES**

Fund	Number Name	2009		2010		2009/2010 Biennium		
		Adopted	Mid-Biennial Final	Adopted	Mid-Biennial Final	Adopted	Mid-Biennial Final	
	001 General	12,701,861	(692,589)	13,147,989	(870,893)	25,849,850	(1,563,482)	24,286,368
	120 Drug Investigation	984,495	(1,123,195)	1,159,342	(1,464,267)	2,143,837	(2,587,463)	(443,626)
	126 Contingency	-	30,000	-	30,700	-	60,700	60,700
	208 1997 G.O. Public Safety Building	-	18,909	-	19,571	-	38,480	38,480
	301 Street CIP	355,305	355,305	359,750	-	715,055	-	715,055
	302 Parks CIP	4,886,688	172,004	1,234,625	295,000	6,121,313	467,004	6,588,317
	320 General Government CIP	1,344,687	(416,000)	3,585,532	(1,102,000)	4,930,219	(1,518,000)	3,412,219
	325 Civic Center CIP	3,615,698	1,973,001	230,698	2,700,000	3,846,396	4,673,001	8,519,397
	401 Water	7,416,825	-	664,638	-	8,081,463	-	8,081,463
	402 Wastewater (Sewer)	11,085,062	2,188,200	13,127,528	(178,400)	24,222,590	2,009,800	26,232,390
	415 Stormwater	8,182,037	-	13,106,534	-	21,288,571	-	21,288,571
	501 Equipment Rental & Replacement	1,524,954	(313,000)	1,312,182	-	2,837,136	(313,000)	2,524,136
	502 Insurance	751,046	-	933,250	-	1,684,296	-	1,684,296
	Total	53,199,354	1,837,330	49,219,799	(570,289)	102,419,153	1,267,041	103,686,194

General Fund

Revenues + Use of Fund Balance = Expenditures

Revised:

12/23/2009 9:32

City of Bonney Lake: All Funds

EXPENDITURES	2009			2010		
	Adopted	Mid-Biennial BA	Revised	Adopted	Mid-Biennial BA	Revised
<b>OPERATING EXPENDITURES</b>						
<b>General Fund</b>						
Legislative (City Council)	\$ 135,368	\$ (41,818)	\$ 93,550	\$ 83,384	\$ 13,484	\$ 96,868
Judicial (Municipal Court)	542,663	(15,663)	527,000	568,819	(57,819)	511,000
Executive (Office of the Mayor & Administrator)	475,699	(190,699)	285,000	491,936	(112,936)	379,000
Executive (Financial Services)	975,805	(35,805)	940,000	1,034,886	(44,886)	990,000
Legal (City Attorney)	466,000	29,000	495,000	466,000	1,000	467,000
Administrative Services (City Clerk/Human Resources)	539,781	(83,781)	456,000	567,026	(80,226)	486,800
Administrative Services (Information Technology)	528,908	(81,583)	447,325	538,255	(68,564)	469,691
Community Services (Senior Center)	314,205	9,795	324,000	334,123	(9,173)	324,950
Community Services (Community Information)	268,163	181,837	450,000	275,527	176,223	451,750
Community Services (Facilities)	414,055	(41,055)	373,000	488,331	(42,681)	445,650
Community Services (Parks)	335,247	(51,247)	284,000	343,659	(45,309)	298,350
Community Development	871,466	(249,960)	621,506	940,295	(241,295)	699,000
Building	895,228	(405,228)	490,000	898,348	(327,228)	571,120
Police	5,089,967	(454,559)	4,635,408	5,359,544	(513,921)	4,845,623
Public Works - Administration/Engineering	401,574	(243,654)	157,920	422,644	(322,644)	100,000
Public Works - Streets	1,091,366	(141,366)	950,000	1,146,186	(156,186)	990,000
Non-Departmental	340,863	-	340,863	348,370	(212,201)	136,169
General Fund Labor Savings (Furlough, Step Freeze, AWC)	-	-	-	-	(290,800)	(290,800)
<b>Other Funds</b>						
Drug Seizure Fund	-	35,000	35,000	-	3,000	3,000
Contingency Fund	-	-	-	-	-	-
Civic Center Fund	8,000	-	8,000	5,000	-	5,000
<b>Waterworks (Water, Sewer, Storm)</b>						
Water Administration & Operations	3,751,139	555,100	4,306,239	3,938,002	647,000	4,585,002
Sewer Administration & Operations	3,108,816	5,100	3,113,916	2,682,690	515,274	3,197,964
Stormwater Administration & Operations	833,954	39,300	873,254	875,182	53,000	928,182
Equipment Rental Admin & Operations	660,046	-	660,046	688,250	-	688,250
Insurance Fund	340,696	-	340,696	357,731	-	357,731
<b>Total Operating Expenditures</b>	<b>22,389,009</b>	<b>(1,181,286)</b>	<b>21,207,723</b>	<b>22,854,188</b>	<b>(1,116,888)</b>	<b>21,737,300</b>
<b>CAPITAL</b>						
Street CIP	4,696,000	277,660	4,973,660	1,045,000	(140,000)	905,000
Parks CIP	1,070,000	(396,800)	673,200	3,320,000	(1,100,000)	2,220,000
General Government CIP	260,000	500,000	760,000	-	760,000	760,000
Civic Center CIP	7,350,000	(7,200,000)	150,000	-	7,350,000	7,350,000
Water Fund	5,679,050	(786,123)	4,892,927	7,332,810	(582,400)	6,750,410
Sewer Fund	4,470,000	(1,428,138)	3,041,862	9,774,000	(4,056,905)	5,717,095
Stormwater Fund	691,000	(515,000)	176,000	437,000	(40,000)	397,000
Equipment Rental Fund	91,000	-	91,000	245,000	-	245,000
<b>OTHER FINANCING USES</b>						
<b>Transfers Out</b>						
General Government CIP	3,125,000	-	3,125,000	-	-	-
Water Fund	-	500,000	500,000	-	1,700,000	1,700,000
Sewer Fund	-	350,000	350,000	-	1,000,000	1,000,000
Stormwater Fund	-	70,000	70,000	-	-	-
<b>Debt Service</b>						
General Fund	-	-	-	-	-	-
Public Safety GO Bond	355,305	-	355,305	359,750	-	359,750
Parks CIP	274,687	-	274,687	265,532	-	265,532
Street CIP	190,688	-	190,688	189,625	-	189,625
General Government CIP	230,698	-	230,698	230,698	-	230,698
Civic Center CIP	58,825	600,000	658,825	659,638	-	659,638
Water Fund	1,664,873	-	1,664,873	1,856,716	-	1,856,716
Sewer Fund	603,220	-	603,220	649,845	-	649,845
Stormwater Fund	-	-	-	-	-	-
Other Financing Uses	-	-	-	-	-	-
<b>Total Other Financing Sources</b>	<b>6,503,296</b>	<b>1,520,000</b>	<b>8,023,296</b>	<b>4,211,804</b>	<b>2,700,000</b>	<b>6,911,804</b>
<b>TOTAL EXPENDITURES &amp; OTHER USES</b>	<b>\$ 53,199,355</b>	<b>\$ (9,209,687)</b>	<b>\$ 43,989,668</b>	<b>\$ 49,219,802</b>	<b>\$ 3,773,807</b>	<b>\$ 52,993,609</b>

Revised 12/3/2009 9:32