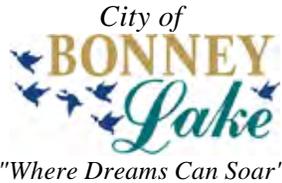


CITY COUNCIL MEETING

April 27, 2010

7:00 p.m.

AGENDA



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

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.)*

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

Page

I. CALL TO ORDER

A. Flag Salute

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin 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, Administrative Services Director/City Clerk Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

3. Presentations:

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:

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.

5-18

A. Approval of Council Minutes: April 6, 2010 Workshop and April 13, 2010 Meeting.

B. Accounts Payable Checks/Vouchers: Accounts Payable checks/vouchers #58384 thru 58385 in the amount of \$125.00. Accounts Payable checks/vouchers #58386 thru 58445 (including wire transfer #'s 4122010, 4162010, 5791569 & voided check #'s 53478, 56432, 58304) in the amount of \$509,606.41. Accounts Payable checks/vouchers #58446 thru 58467 for Utility Refunds in the amount of \$1,284.02.

C. Approval of Payroll: Payroll for April 1-15th 2010 for checks **28928-28952** including Direct Deposits and Electronic Transfers in the amount of **\$ 386,027.93**

19-30

D. AB10-60 - Resolution 2023 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Authorizing The Mayor To Sign An Interlocal Agreement With Pierce County For Certain Amendments To The Pierce County Countywide Planning Polices As Recommended By The Pierce County Regional Council

31-35

E. AB10-62 - Resolution 2024 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington Approving An Agreement Between The Cities Of Auburn, Bonney Lake, And Sumner, Washington; The Valley Regional Fire Authority; And Pierce County Fire District No. 22 Regarding Municipal Annexation.

37-43

F. AB10-68 - Resolution 2027 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Authorizing The Mayor To Sign An Amendment To The 2009 Agreement With Portland Energy Conservation Inc. For the

Page

High Efficiency Toilet Rebate Program.

45-53

- G. **AB10-69 - Resolution 2028** - A Resolution Of The City Council Of the City Of Bonney Lake, Pierce County, Washington Authorizing The Mayor To Sign An Agreement With Dunbar Armored, Inc. For Armored Courier Service.

V. FINANCE COMMITTEE ISSUES:

55-60

- A. **AB10-80 – Resolution 2034** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Intolight Contract To Install Twelve (12) Street Lights For The 90th Street Project.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

61-75

- A. **AB10-73 - Resolution 2030** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Replace existing Emergency Water System Intertie Agreement between the City of Bonney Lake and the City of Auburn.

77-106

- B. **AB10-72** - A Motion Of The City Of Bonney Lake, Pierce County Washington To Submit The PWTL Application For The Sumner/Bonney Lake WWTP Upgrade Phase II Project.

VII. PUBLIC SAFETY COMMITTEE ISSUES:

VIII. FULL COUNCIL ISSUES:

107-112

- A. **AB10-74 – Ordinance D10-74** - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Updating The Sign Code To Allow Nonpolitical Campaign Signs In The Right Of Way

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 COUNCIL
WORKSHOP**

**April 6, 2010
5:30 p.m.**

MINUTES



“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

Audio Time
Stamp ↓

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

I. Call to Order: Mayor Neil Johnson, Jr. called the workshop to order at 5:30 p.m.

II. Roll Call: [A1.3]

Records & Information Specialist Susan Duis called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember James Rackley.

[Staff members in attendance were City Administrator Don Morrison, Community Development Director John Vodopich, Planning Manager Heather Stinson, Chief Financial Officer Al Juarez, Police Chief Mike Mitchell, Public Works Director Dan Grigsby, Community Services Director Gary Leaf, City Attorney Jim Dionne and Records & Information Specialist Susan Duis.]

III. Agenda Items:

5:32:15

A. Discussion: AB10-18 – Ordinance D10-18 – An Ordinance of the City of Bonney Lake, Pierce County, Washington, to Allow Approval of a Single Cottage Housing Project as a Demonstration of a Housing Choice Not Currently Available in Bonney Lake.

Planning Manager Heather Stinson said the proposed ordinance is based on Planning Commission recommendations with amendments based on Council input and review by the City Attorney’s office. The draft ordinance would set up a 180-day period for the City to accept applications for one single cottage development in the City. The ordinance requires neighborhood meetings, sets design requirements, and requires the development to be within ½-mile distance of SR 410.

Councilmembers discussed transit concerns, demonstration vs. permanent ordinances, and zoning. They stressed that if the Council decides to adopt permanent cottage development regulations, they would go through the full ordinance process and could incorporate any changes the Council desires. Planning Manager Stinson noted that the proposed ordinance allows twice the maximum density in R-1 zoned areas. She noted that developers would pay multi-family impact fee rates, and reduced Traffic Impact Fees. Councilmembers noted that the proposed ordinance does not allow for accessory dwelling units (ADU’s), which are also not allowed in R-1 zoned areas. The item was forwarded to the April 13, 2010 Meeting for action.

5:46:09

B. Council Open Discussion:

Community Garden & Dog Park: Mayor Johnson presented Councilmembers with a press release announcing a “trial” Community Garden and a “trial” Dog Park in the City. The trial garden will be located at 18424 89th St E, next to Lions 4 Kids, and

the trial dog park will be located at Viking Park. The City will provide some labor and water at the garden, but volunteer groups will handle most of the costs and management responsibilities. Mayor Johnson said that the City will monitor the sites and the Council can discuss options to find permanent sites for the park and garden after the one-year trial period. Councilmember Rackley said an advisor who has worked with Sumner and Orting on their community gardens is providing tips for the Food Shelf on how to manage the garden and avoid issues. Councilmember Carter suggested that the Dog Park group attend the Kiwanis Club Dog Days event on April 10th to provide information to the public.

Heritage Trees: Mayor Johnson said he received a proposal for heritage trees from the Willowbrook HOA. The HOA is completing the Heritage Tree application, which will be forwarded to the Park Board for review.

Transit Issues: Mayor Johnson said the City will take part in a meeting on April 15th with other area cities to discuss options for de-annexation from the Pierce Transit benefit area and manage their own transit systems. Deputy Mayor Swatman said he attended the Pierce Transit public meeting in Sumner, as did City Administrator Morrison and members of the Park Board and Planning Commission. He proposed that Pierce Transit return a portion of the RTA tax back to the City for use in providing local transit services. Councilmember Carter has written an editorial in the Tacoma News Tribune about the issue.

Family First Coalition & Local Schools: Councilmember Carter attended the White River School District Families First Coalition meeting. She said volunteers are needed for the summer feeding program, and those interested should contact the Food Bank. The food bank has seen a 60% increase in visitors. She said the Exodus House has funds available for the homeless and others who need assistance. She said the group is seeking funding for the May 2010 summit as well, and will hold its next meeting on April 26th. She said volunteers are needed to judge senior projects in White River School District on April 27-28, 2010, and in Sumner School District on May 19-20, 2010.

Upcoming Events: Councilmember Carter said the Kiwanis Club's 'Dog Days' event is Saturday, April 10th. The Kiwanis staffed the snack shack during the Easter Egg Hunt on April 3rd, and will be participating in the Daffodil Parade as well. She said the group is accepting donations for a fund to assist area senior citizens.

Councilmember Carter said the March 27th Food Handler Card class was very well attended and a great opportunity for area residents to get certified. She said Parks Appreciation Day is April 24th and volunteers will work to clean up the WSU forest.

Sign Code: Mayor Johnson said City staff are working on a draft ordinance that would allow non-profit and civic groups to place signs in the right-of-way. The draft ordinance should be available for review at the April 20, 2010 Workshop.

New Judge and Commissioners: Councilmember Carter asked whether applicants for the Municipal Judge, Board and Commission openings were notified that the positions were filled. Mayor Johnson said he sends letters to board and commission applicants, and all the finalists for Municipal Court Judge were also notified.

Road Cleaning: Councilmember Carter noted that Myers Road has been cleaned of debris from the Corliss logging outside City limits. She said this issue might come up again when the WSU forest is cleared for development. She suggested that City ordinances or procedures could be amended to ensure roads are kept clear.

WSU Forest: Councilmember Hamilton thanked members from 'Rails to Trails' who helped clean up some areas of the WSU forest over the weekend. He said a lot of the litter was around the edge of the forest, next to parking lots for area businesses. He asked if the City could require businesses adjacent to the forest to clean up garbage from their businesses. Director Vodopich said the City is responsible for maintenance in the forest. He said he has previously worked with businesses to get their help keeping City parks clean and the City could talk with the business owners about options for garbage cans, etc. City Attorney Dionne noted that the businesses let the City access the park through their parking areas currently. Community Services Director Leaf said if the City places garbage cans near the forest edge, it would likely encourage illegal dumping.

Church Lake & Lake Tapps: Councilmember Hamilton said that in recent years, the City and local newspapers no longer refer to Church Lake, the original lake which is now the southern part of Lake Tapps. He suggested the City continue to use 'Church Lake' when referring to the lake, since the City's borders lie along the original lakeshore. He said the future for Lake Tapps is unclear and wants to maintain the Church Lake name as long as possible. Councilmembers suggested including the name on City maps and making a note of the historic name in the City newsletters.

Deputy Mayor Swatman said he attended a public hearing about milfoil on Lake Tapps. He said the Cascade Water Alliance may treat the lake later this year, which could close the lake to public use for a short period.

Green Conference: Deputy Mayor Swatman attended the 'Tacoma Green' conference at the University of Washington-Tacoma. The group discussed green jobs and buildings in the area. He said he thinks it is important for each city to do what works for them, not try to compare themselves to other cities.

Annexation Update: Deputy Mayor Swatman suggested the Council discuss potential future annexations at a future workshop. He said annexation creates costs for the City in the short term, but would be beneficial to the City and annexed areas in the long term. Councilmember Hamilton said he supports annexation, but is not convinced that now is a good time to consider annexing new areas. He said annexation could negatively affect utilities, public safety, and development in other parts of the City. Councilmember Rackley spoke in support of considering annexation. He noted that until the plateau area is annexed, the City does not receive any development fees or tax revenues for those areas. He said therefore it is better to annex the area sooner rather than later.

Public Art: Deputy Mayor Swatman asked whether the City was able to acquire any of the glass panels available from Pierce Transit for possible use as public art pieces at City facilities. Mayor Johnson said Special Events Coordinator David Wells picked up several panels, though not all the panels the Council was interested in were available. Deputy Mayor Swatman said a member of the Historic Society has

found a painting by a local artist that depicts a historic Bonney Lake scene. He suggested the City purchase the painting if the price is reasonable.

Council Salary: Councilmember Rackley said the last Council salary increase was in 1999. He said a salary commission could be activated if the Council is interested. Councilmember Lewis said it is healthy to compare the City’s salaries with others. Councilmember Decker said the Council should not consider a salary increase when City employees are taking unpaid furloughs. Councilmember Hamilton agreed, but said the Council could consider ways to compensate Councilmembers who serve on many outside boards and committees, as Councilmember Rackley does. He added that he feels the Mayor deserves better compensation, such as medical coverage or a salary increase. Councilmember Rackley noted that the City compensates Councilmembers for travel costs through the ‘claim for expenses’ process. Mayor Johnson thanked the Council for their support, and said the Finance Committee can discuss Council salaries again and determine if there is sufficient interest to move forward with an advisory committee.

At 6:47 p.m., Mayor Johnson recessed the Workshop for a short break. The Workshop was brought back to order at 6:56 p.m.

6:56:25

- C. **Review of Draft Council Minutes:** February 27, 2010 Council Retreat Minutes, March 16, 2010 Workshop Minutes and March 23, 2010 Council Meeting.

Councilmember Carter asked that the Council’s goals and vision be attached to the February 27, 2010 Retreat minutes. The revised minutes were forwarded to the April 13, 2010 Council Meeting for action.

6:58:04

- D. **Discussion:** AB 10-57 – A Motion of the Bonney Lake City Council Ratifying the Mayor’s Appointment of Winona Jacobsen, Katrina Minton-Davis, Richards Rawlings and Brad Doll to the Planning Commission, and Tom Kennedy to the Design Commission.

Mayor Johnson said he is reappointing several commissioners and appointing new commissioners to the Design and Planning Commissions. He said there is still a vacancy on the Design Commission, and two Park Board members’ terms end this month. He said he plans to discuss the format of the Park Board in the future.

Councilmember Decker moved to Ratify the Mayor’s Appointment of Winona Jacobsen, Katrina Minton-Davis, Richards Rawlings and Brad Doll to the Planning Commission, and Tom Kennedy to the Design Commission. Councilmember McKibbin seconded the motion.

Motion approved 7 – 0.

7:00:18

- E. **Discussion:** AB10-52 – A Motion of the City Council of the City of Bonney Lake Setting a Public Hearing at 7:00 P.M., or as Soon Thereafter as Possible, During the Regular Council Meeting of April 13, 2010 for the Surplus and Disposal of City Vehicles and City Utility Equipment.

City Administrator Morrison said the City is required to gain Council approval to surplus utilities equipment and other items over a certain value. The proposed motion

would set a Public Hearing for the surplus items at the April 13, 2010 Meeting. The resolution to surplus the items would be considered later at the same meeting.

Councilmember Carter moved to set a Public Hearing at 7:00 P.M., or as soon thereafter as possible, during the regular Council Meeting of April 13, 2010 for the surplus and disposal of City vehicles and City utility equipment. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

7:01:31

F. **Discussion:** AB10-62 – Resolution 2024 – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington Approving an Agreement Between the Cities of Auburn, Bonney Lake, and Sumner, Washington; the Valley Regional Fire Authority; and Pierce County Fire District No. 22 Regarding Municipal Annexation.

Mayor Johnson said acting Sumner City Administrator Diane Supler drafted the proposed resolution. The agreement sets up a process for future annexations in any of the cities where boundaries may overlap between agencies. For Bonney Lake, it would apply to areas north of the City where services intersect and potential issues could arise. He said all the agencies plan to pass the agreement this month, and he hopes the Council will approve it at their April 13, 2010 Meeting.

Mayor Johnson added that a confirmation for the new judge, Ron Heslop, is scheduled for the April 13th Meeting. City Administrator Morrison said if Judge Heslop were approved he would be sworn in by outgoing Municipal Court Judge Jim Helbling at that meeting, and begin work on April 16th.

IV. **Executive Session:** None.

7:05:26

V. **Adjournment:**

At 7:05 p.m., Councilmember Decker moved to adjourn the workshop. Councilmember Lewis seconded the motion.

Motion approved 7 -0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items submitted to the Council Workshop of April 6, 2010:

- City of Bonney Lake – *City Council Update – Eastown ULA* – Public Works Director Dan Grigsby.
- City of Bonney Lake – *Sewer Fund Yearly/Monthly Cost per Customer* – Public Works Director Dan Grigsby.
- City of Bonney Lake – *Press Release: “Mayor Johnson announces the location and collaboration with local citizens to create a “trial” Dog Park and Community Garden* – Mayor Neil Johnson.

CITY COUNCIL MEETING

**April 13, 2010
7:00 P.M.**

MINUTES



"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

Audio Time
Stamp ↓

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 p.m.

A. Flag Salute: Aiden and Axton Bullock from Boy Scout Troop #595 led the audience in the Pledge of Allegiance.

B. Roll Call:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Neil Johnson, Jr., elected officials attending were Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember Jim Rackley.

[Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Development Director John Vodopich, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne and Records & Information Specialist Susan Duis.]

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:

a. **AB10-70** – A Motion of the Bonney Lake City Council Confirming the Mayor's Appointment of Ronald Heslop as Municipal Court Judge.

Councilmember Decker moved to confirm the Mayor's appointment of Ronald Heslop as Municipal Court Judge. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

Councilmember Hamilton said he participated in the interview process, and there were many great candidates to choose from. He said he was pleased to welcome Judge Heslop. Mayor Johnson thanked outgoing Judge Jim Helbling for his work and giving input about the interview and selection process.

Judge Helbling administered the oath of office to Judge Helsop. The Council congratulated and welcomed him to the City.

3. Presentations:

- a. **Proclamation:** Domestic Violence Awareness – Nancy Wozny-Karnik, Victim Services Advocate, Crystal Judson Family Justice Center.

Mayor Johnson presented the proclamation to Ms. Wozny-Karnik from the Crystal Judson Family Justice Center. She thanked the Mayor and Council for being proactive in the fight against domestic violence. She said Bonney Lake provides one of the few domestic violence kiosks in the area. She said this resource and referrals from the Police Department are helping victims of domestic violence become survivors and move on with their lives.

- D. Agenda Modifications: None.

The City Clerk said item E. on the Consent Agenda should be moved to Community Development Committee Issues, Item A. Mayor Johnson noted that Resolution 2024, regarding a five-party agreement on municipal annexation, was omitted in error from the current agenda and will be considered at the April 27, 2010 Meeting.

7:10:06

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearings:

- 1. **AB10-53 – Resolution 2021** – Public Hearing for Declaring City Vehicles and Utility Items as Surplus.

Mayor Johnson opened the public hearing at 7:10 p.m. No one came forward to address the Council. Mayor Johnson closed the public hearing at 7:11 p.m.

- B. Citizen Comments:

Raymond Frey, Halsen-Frey LLC, 12356 Northup Way, Suite 119, Bellevue, commented on the proposed cottage development ordinance. He said he emailed the Council requesting they consider amendments to the submittal period section. He said the ordinance is very good and has tight design restrictions, but he feels the Council should approve as a full ordinance, not a demonstration ordinance. He said the submittal process outlined in the draft ordinance seems awkward and difficult to figure out. He noted that he has attended all meetings when Council discussed this item, and did not see any other developers at those meetings.

Deputy Mayor Swatman asked Community Development Director about the selection process. Director Vodopich said he (the Community Development Director) would be able to pick the best application, not simply the first one completed. He confirmed that the ordinance gives him authority to reject proposals for any reason and select the final application. The ordinance allows applicants to appeal the Director’s decision to the City Council. Deputy Mayor Swatman said he hopes the City receives multiple applications for the project.

- C. Correspondence: None.

7:20:17

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed personnel updates; he noted that the Parks Department hired the first temporary employee for the summer. The committee discussed Resolution 2020 (concession stand agreement), Resolution 2025 (community garden agreement), Resolution 2027 (high-efficiency toilet rebate program), Resolution 2028 (courier services), and a proposed ordinance regarding permits for peddlers. The Committee continued discussions about the sewer system budget and rates and a proposed water agreement with Joe Fessler.
- B. Community Development Committee: Councilmember Rackley reported that the committee met on April 5th and forwarded Resolution 2018 (sidewalk design contract), Resolution 2019 (construction management contract) and Resolution 2022 (street striping contract). The committee also discussed unaccounted for water, the Falling Water septic system and sidewalk construction from 192nd to 209th St E.
- C. Public Safety Committee: Councilmember Hamilton reported that the committee met on April 5th and discussed the animal control code. Legal staff has reviewed and revised the proposed amendments. The committee will review the revisions and then forward it to the Council for action. The committee also discussed drag boat regulations on Church Lake. The committee is collecting applications for a citizen's advisory committee and heard comments from citizens at the April 5 meeting.
- D. Other Reports: None.

7:23:19

IV. CONSENT AGENDA:

- A. **Approval of Minutes**: February 27, 2010 Council Retreat, March 16, 2010 Council Workshop and March 23, 2010 Council Meeting.
- B. **Accounts Payable Checks/Vouchers**: Accounts Payable checks/vouchers #58235 thru 58277 (including wire #'s 3122010, 3152010 & 5691166) in the amount of \$674,379.02. Accounts Payable checks/vouchers #58278 thru 58291 for a Utility Refunds in the amount of \$1,186.11. Accounts Payable checks/vouchers #58292 thru 58339 (including wire transfer # 3242010) in the amount of \$888,081.37. Accounts Payable checks/vouchers #58340 thru 58381 in the amount of \$152,547.39. Accounts Payable checks/vouchers #58382 thru 58383 for A/R Refunds in the amount of \$421.19.
- C. **Approval of Payroll**: Payroll for March 16-31 2010 for checks 28897-28927 including Direct Deposits and Electronic Transfers in the amount of \$585,339.03.
- D. **AB10-49 – Resolution 2019** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign an Agreement with Parametrix for Construction Management Services During Construction of Phase 1 of the Fennel Creek Trail and 192nd Sidewalks Project.
- E. ~~**AB10-55 – Resolution 2022**~~ – ~~A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Professional Services~~

~~Agreement with Stripe Rite, Inc. for the 2010 Street Striping and Pavement Markings Project. Moved to Community Development Issues, Item A.~~

- F. **AB10-53 – Resolution 2021** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington Authorizing the Mayor to Surplus Vehicles and City Utility Items to the State of Washington, General Administration (GA) Surplus Program.

Councilmember Rackley moved to approve the Consent Agenda. Councilmember Lewis seconded the motion.

Consent Agenda approved 7 – 0.

7:23:42

V. FINANCE COMMITTEE ISSUES:

- A. **AB10-50 – Resolution 2020** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing an Agreement with Bonney Lake Community Resources (Bonney Lake Food Bank) to Operate the Concession Stand at Allan Yorke Park for May 2010 Until April 2011.

Councilmember Decker moved to approve Resolution 2020. Deputy Mayor Swatman seconded the motion.

Mayor Johnson said the Food Bank has done a great job managing the concession stand in past years and has increased business.

Resolution approved 7 – 0.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- A. **AB10-55 – Resolution 2022** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Professional Services Agreement with Stripe Rite, Inc. for the 2010 Street Striping and Pavement Markings Project. *Moved from Consent Agenda, Item E.*

Councilmember Rackley moved to approve Resolution 2022. Councilmember Decker seconded the motion.

Councilmember Rackley said he moved the item to make sure the Council can consider why the City stripes streets every year. Director Grigsby said the City reviewed the street striping process several years ago, and now only stripes roads required by the Manual on Uniform Traffic Control Devices (MUTCD), including those that are chip sealed and roads that have heavy volumes or pose safety concerns. Director Grigsby said the bid amounts often vary, but the quality of the striping paint does not vary between the vendors.

Resolution approved 7 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

7:26:15

VIII. FULL COUNCIL ISSUES:

- A. **AB10-56** – A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Casting the Council's Vote for Mayor Neil Johnson, Jr. to Serve as a Member of the Board of Commissioners for Pierce Transit for a Three-Year Term, May 1, 2010 to April 30, 2013, Representing the Fourteen Small Cities and Towns within Pierce Transit's Boundary.

Councilmember Decker moved to approve the motion. Deputy Mayor Swatman seconded the motion.

Mayor Johnson thanked Councilmember Carter for her work letting people know he is on the ballot, and now he will have to wait for the election results.

Motion approved 7 – 0.

- B. **AB10-18 – Ordinance 1347** – An Ordinance of the City of Bonney Lake, Pierce County, Washington, to Allow Approval of a Single Cottage Housing Project as a Demonstration of a Housing Choice Not Currently Available in Bonney Lake.

Councilmember Decker moved to approve Ordinance 1347. Deputy Mayor Swatman seconded the motion.

Councilmember Lewis moved to amend Section 4 (8), Location, to read: “In R-1 zones. ~~Entire development must be contained within one half mile from the SR 410 corridor.~~” Councilmember Rackley seconded the motion.

Councilmember Lewis said this item was considered by the Planning Commission when he was a member, and the Commission recommended limiting cottage developments to R-1 zoning areas, but not the restriction that developments be within ½ mile of SR 410. He said the proximity restriction allows very few properties to qualify and makes it difficult for staff and Planning Commissioners to determine whether an application meets criteria. Deputy Mayor Swatman spoke in favor of the amendment. He said if a developer presents a proposal for a cottage development outside the SR 410 corridor, the City should consider it.

Amendment approved 7 – 0.

Director Vodopich noted, in response to questions posed during citizen comments, that the ordinance allows only one project, and states that “The first applicant to receive a determination of completeness shall acquire the right to have his or her proposal considered ahead of other proposals, provided, however, that the City retains the right to reject any and all proposals.” Mayor Johnson noted that the Director will determine completion and can reject proposals.

Councilmember Carter noted that the timeline for submittal and review is quite long, and a development might not get started until spring or summer 2011. She said the 180-day submittal period can be extended another 180 days, and then the application would start the approval process. City Administrator Morrison noted that if an application is submitted in the first month, the City must still wait the full 180 days before it can close the submittal process and consider that application, even if no others are submitted. Councilmembers discussed the process and options to reduce the time for submittal, approval and completion. Deputy Mayor Swatman suggested reducing the submittal period and extension period from 180 days to 90 days each.

Councilmember Rackley moved to amend all references of “180 days” in Section 3 (A), Step 1: Submittal Period, and Step 2: Pre-application meeting, to “90 days.” Councilmember Carter seconded the motion.

Amendment approved 7 – 0.

Amended ordinance approved 7 – 0.

- C. **AB10-64 – Resolution 2026** – A Resolution of the City of Bonney Lake, Pierce County, Washington, Ratifying a Purchase and Sale Agreement to Acquire the Reed Property, Pierce County Parcel Numbers 0520261700 and 0520261009.

Councilmember Rackley moved to approve Resolution 2026. Councilmember Lewis seconded the motion.

Deputy Mayor Swatman said the public may not be aware of all the work that went into this agreement, which is connected to the larger agreement with Cascade Water Alliance (Resolution 2009). The CWA agreement gave the City the option for a future water right, and if the City finds a usable water source on this site it could reduce water costs over time, since the City would not have to purchase water from an outside source. He said if the City does not find a usable water source, the site could be sold or used for other purposes. He said he feels this is an outstanding investment and thanked staff for bringing the agreement forward.

Councilmember Hamilton moved to amend the background history to include “trails” in the list of uses. Councilmember Decker seconded the motion. Councilmember Hamilton said the property is near the flume and could be used for a trailhead for a planned trail from the flume that would connect with the Fennel Creek Trail. Councilmember Carter noted that the site also has historical significance and moved that “historical” be added to the background summary list as well. Mayor Johnson said he supported adding both items to the background history, and could make the amendments administratively without a full Council motion.

City Attorney Dionne noted that any changes to the background summary text do not affect the resolution or set restrictions for use of the property in any way. He advised Councilmember Hamilton to withdraw his amendment. He said if the Council wishes to restrict uses on the site, they would need to amend the resolution and deed, but he does not believe that is the Council’s intent. He said that as written, the agreement does not restrict use of the property in any way. He noted that regardless, the Councilmembers’ comments will be noted in the official minutes.

Councilmember Hamilton said he wants the Council to have more influence on the use of the property. He said his caution stems from the City's purchase of the Moriarty property, which the previous Mayor fought, then closed off to public use. He said the City still uses the Moriarty site for Public Works vehicles and it is not accessible to the public. He said he does not want the same thing to happen with the Reed property and asked for assurances that it will not simply be handed over for use by Public Works and closed to the public. He said the Council should have a site visit and open discussions about use of the property.

Mayor Johnson noted that the property will be purchased by the Water fund. Councilmember Hamilton noted that existing outbuildings on the site could be used to store the new Police boat or other vehicles. Mayor Johnson said he has always been open with the Council and assured Councilmember Hamilton that he will ask for Council direction about how the City should use the property. Councilmember Hamilton withdrew his motion, and Councilmember Decker withdrew his second.

City Attorney Dionne said any councilmember can propose a resolution regarding the use of this or other properties at any time. Councilmember Decker noted that the Moriarty property is the site of a Native American campground and he participated in digs through Green River Community College in the past. He said the Council should be cautious about the use of the Reed property and Moriarty property.

Mayor Johnson said the City considered purchasing this property in the past, and the price for the property under the present agreement is actually lower.

Resolution approved 7 – 0.

- D. **AB10-67 – Ordinance 1348** – An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Chapter 16.14 to Address Provisions for the Maintenance of Required Landscaping.

Councilmember Decker moved to approve Ordinance 1348. Councilmember Lewis seconded the motion.

Deputy Mayor Swatman noted that the agenda packet includes several versions of the proposed ordinance, and he believes the Council plans to act on the version noted as the 'legal changes to PC recommendation – clean version' in the agenda packet. Council consensus was to act on this version of the proposed ordinance.

Ordinance approved 7 – 0.

- E. **AB10-48 – Resolution 2018** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with KPG Engineering for the Design of the SR 410 Sidewalks from 198th Avenue East to 208th Avenue East.

Councilmember Rackley moved to approve Resolution 2018. Councilmember Carter seconded the motion.

Deputy Mayor Swatman thanked staff for securing grant funds and finalizing the agreement, and the CDC for bringing it forward. Deputy Mayor Swatman asked about the sidewalk width and street lighting. Director Grigsby confirmed that the sidewalks are designed to be 10 feet wide, which is the minimum width to classify it as a ‘trail,’ which can be used by both pedestrians and bicycles. Deputy Mayor Swatman noted that the plan does not include streetlights along the sidewalk. Director Grigsby said the City’s streetlight plan is to install streetlights only on the south side of SR 410 in midtown, as it would be too costly to run electrical lines and install streetlights on both sides of the highway.

Resolution approved 7 – 0.

7:57:34

IX. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(1)(g), the City Council and Mayor adjourned to an Executive Session with the City Attorney at 7:59 p.m. for 15 minutes to review the performance of a public employee. The Executive Session was extended by 5 minutes at 8:15 p.m. The Meeting reconvened at 8:23 p.m. No action was taken.

8:23:54

X. ADJOURNMENT:

At 8:23 p.m., Councilmember Rackley moved to adjourn the meeting. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Council Meeting of April 13, 2010: None.

RESOLUTION NO. 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY
LAKE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE
MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH PIERCE
COUNTY FOR CERTAIN AMENDMENTS TO THE PIERCE COUNTY
COUNTYWIDE PLANNING POLICES AS RECOMMENDED BY THE
PIERCE COUNTY REGIONAL COUNCIL**

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

PASSED by the City Council this _____ day of _____ 2010.

Mayor Neil Johnson, Jr.

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

EXHIBIT A

INTERLOCAL AGREEMENT

**AMENDMENTS TO THE PIERCE COUNTY
COUNTYWIDE PLANNING POLICIES**

This agreement is entered into by and among the cities and towns of Pierce County and Pierce County. This agreement is made pursuant to the provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action and evidenced by execution of the signature page of this agreement.

BACKGROUND:

- A. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County. The organization is charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
- B. The Pierce County Countywide Planning Policies provide for amendments to be adopted through amendment of the original interlocal agreement or by a new interlocal agreement. The Pierce County Countywide Planning Policies may be amended upon the adoption of amendments by the Pierce County Council and ratification by 60 percent of the jurisdictions in Pierce County (13 of 20) representing 75 percent of the total Pierce County population as designated by the State Office of Financial Management at the time of the proposed ratification.
- C. Substantive policy amendments are based on a comprehensive review and update to the Affordable Housing Countywide Planning Policies by the Pierce County Regional Council.
- D. The Pierce County Regional Council conducted discussions in open public meetings in 2007, 2008, and 2009, to address the amendments. The Pierce County Regional Council subsequently recommended adoption of the proposed amendments on May 21, 2009, related to affordable housing.

PURPOSE:

This agreement is entered into by the cities and towns of Pierce County and Pierce County for the purpose of ratifying and approving the attached amendments to the Pierce County Countywide Planning Policies (Attachment).

DURATION:

This agreement shall become effective upon execution by 60 percent of the jurisdictions in Pierce County, representing 75 percent of the total Pierce County population as designated by the State Office of Financial Management at the time of the proposed ratification. This agreement will remain in effect until subsequently amended or repealed as provided by the Pierce County Countywide Planning Policies.

SEVERABILITY:

If any of the provisions of this agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

FILING:

A copy of this agreement shall be filed with the Secretary of State, Washington Department of Community, Trade and Economic Development, the Pierce County Auditor and each city and town clerk.

IN WITNESS WHEREOF, this agreement has been executed by each member jurisdiction as evidenced by the signature page affixed to this agreement.

INTERLOCAL AGREEMENT
AMENDMENTS TO THE PIERCE COUNTY
COUNTYWIDE PLANNING POLICIES

Signature Page

The legislative body of the undersigned jurisdiction has authorized execution of the Interlocal Agreement, Amendments to the Pierce County Countywide Planning Policies.

IN WITNESS WHEREOF

This agreement has been executed the City of Bonney Lake.

PASSED by the City Council this _th day of _____, 2010.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Approved:

By: _____
(Pierce County Executive)

Proposed Amendments to the

Countywide Planning Policies

for Pierce County, Washington

**COUNTYWIDE PLANNING POLICY ON THE "NEED
FOR AFFORDABLE HOUSING FOR ALL ECONOMIC SEGMENTS
OF THE POPULATION AND PARAMETERS FOR ITS DISTRIBUTION"**

§ **Background - Requirement of Growth Management Act**

The Washington Growth Management Act identifies as a planning goal to guide the development and adoption of comprehensive plans and development regulations that counties and cities encourage the availability of affordable housing to all economic segments of the population, promote a variety of residential densities and housing types, and encourage preservation of the existing housing stock. [RCW 36.70A.020(4)] The term "affordable housing" is not defined, but the context in which it appears suggests that its meaning was intended to be broadly construed to refer to housing of varying costs, since the reference is to all economic segments of the community.

The Washington Growth Management Act requires the adoption of countywide planning policies for affordable housing in order to establish a consistent county-wide framework from which county and city comprehensive plans are developed and adopted. These policies are required to, at a minimum, "consider the need for affordable housing, such as housing for all economic segments of the population and parameters for its distribution" [RCW 36.70A.210(3)(e)].

The Washington Growth Management Act also identifies mandatory and optional plan elements. [RCW 36.70A.070 and .080]. A Housing Element is a mandatory plan element that must, at a minimum, include the following [RCW 36.70A.070(2)]:

- (a) an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth;
- (b) a statement of goals, policies and objectives, and mandatory provisions for the preservation, improvement and development of housing, including single-family residences;
- (c) identification of sufficient land for housing, including, but not limited to, government-assisted housing, housing for low income families, manufactured housing, multi-family housing, group homes, and foster care facilities, and senior housing;
- (d) adequate provisions for existing and projected housing needs of all economic segments of the community.

Since the Comprehensive Plan of every city and county must be an internally consistent document [RCW 36.70A.070] and all plan elements must be consistent with the future land use map prepared as part of the required land use element [RCW 36.70A.070], these other plan elements will, to a great extent, dictate what will be in the housing element.

Thus, the land use element, relying upon estimates of future population, growth, average numbers of persons per household, and land use densities, will indicate how much (and where) land needs to be made available to accommodate the identified housing needs. The capital facilities, transportation and utilities elements will then indicate when and how public facilities will be provided to accommodate the projected housing, by type, density and location.

§ **Countywide Planning Policy**

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, both existing and projected for the community~~ its jurisdiction 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;
 - 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;
 - 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;
 - 2.2.2 performance standards;
 - 2.2.3 height and bulk limitations;
 - 2.2.4 provision of open space;
 - 2.2.5 front, side and rear yard requirements;
 - 2.2.6 protection of natural resources and environmentally sensitive lands;
 - 2.2.7 architectural controls and design standards.
 - 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
- 2.3.2 mixed-use development
- 2.3.3 cluster development
- 2.3.4 planned-unit development
- 2.3.5 non-traditional housing

2.4 In determining the suitability of the location and identification of sites for affordable housing, the jurisdictions shall consider the availability and proximity of transit facilities, governmental facilities and services and other commercial services necessary to complement the housing.

2. The County, and each municipality in the County, should explore and identify opportunities to reutilize and redevelop existing parcels where rehabilitation of the buildings is not cost-effective, provided the same is consistent with the countywide policy on historic, archaeological, and cultural preservation.

3. The County, and each municipality in the County shall assess their success in meeting the housing demands and shall monitor the achievement of the housing policies not less than once every five years.

3. The County, and each municipality in the County, shall encourage the availability of housing affordable to all economic segments of the population for each jurisdiction.

3.1 For the purpose of the Pierce County Countywide Planning Policies the following definitions shall apply:

3.1.1 "Affordable housing" shall mean the housing affordable to households earning up to 80 percent of the countywide median income.

3.1.2 "Low income households" shall mean households earning 80 percent or less of the countywide median income.

3.1.3 "Moderate income households" shall mean households earning 80 to 120 percent of the countywide median income.

3.1.4 "Special Needs Housing" shall mean supportive housing opportunities for populations with specialized requirements, such as the physically and mentally disabled, the elderly, people with medical conditions, the homeless, victims of domestic violence, foster youth, refugees, and others.

3.2 Affordable housing needs not typically met by the private housing market should be addressed through a more coordinated countywide approach/strategy.

3.2.1 Each jurisdiction may adopt plans and policies for meeting its affordable and moderate income housing needs in a manner that reflects its unique demographic characteristics, comprehensive plan vision and policies,

development and infrastructure capacity, location and proximity to job centers, local workforce, and access to transportation.

- 3.3 It shall be the goal of each jurisdiction in Pierce County that a minimum of 25% of the growth population allocation is satisfied through affordable housing.
4. ~~The County, and each municipality in the County, shall maximize available local, state and federal funding opportunities and private resources in the development of affordable housing.~~
 4. The County and each municipality in the County should establish a countywide program by an organization capable of long-term consistent coordination of regional housing planning, design, development, funding, and housing management. All jurisdictions should be represented in directing the work program and priorities of the organization.
 5. ~~The County, and each municipality in the County, shall explore and identify opportunities for non-profit developers to build affordable housing.~~
 5. Jurisdictions should plan to meet their affordable and moderate-income housing needs goal by utilizing a range of strategies that will result in the preservation of existing, and production of new, affordable and moderate-income housing.
 - 5.1 Techniques to preserve existing affordable and moderate-income housing stock may include repair, maintenance, and/or rehabilitation and redevelopment in order to extend the useful life of existing affordable housing units.
 - 5.1.1 Jurisdictions should seek and secure state funds such as the Housing Trust Fund, and federal subsidy funds such as Community Development Block Grant, HOME Investment Partnership, and other sources to implement housing preservation programs.
 - 5.2 Jurisdictions should promote the use of reasonable measures and innovative techniques (e.g. clustering, accessory dwelling units, cottage housing, small lots, planned urban developments, and mixed use) to stimulate new higher-density affordable and moderate-income housing stock on residentially-zoned vacant and underutilized parcels.
 - 5.3. To promote affordable housing, jurisdictions should consider the availability and proximity of public transportation, governmental and commercial services necessary to support residents' needs.
 - 5.4 Jurisdictions should consider providing incentives to developers and builders of affordable housing for moderate- and low-income households, such as but not limited to:
 - 5.4.1 A menu of alternative development regulations (e.g. higher density, reduced lot width/area and reduced parking stalls) in exchange for

- housing that is ensured to be affordable.
- 5.4.2 A toolkit of financial incentives (e.g. permit and fee waivers or multi-family tax exemptions) and grant writing assistance, through the regional housing organization, that may be dependent on the amount of affordable housing proposed.
- 5.4.3 A toolkit of technical assistance (e.g. mapping, expedited processing and permit approval) to affordable housing developers that may be dependent on the amount of affordable housing proposed.
- 5.5 Jurisdictions should consider inclusionary zoning measures as a condition of major rezones and development.
 - 5.5.1 New fully contained communities in unincorporated Pierce County shall contain a mix of dwelling units to provide for the affordable and moderate-income housing needs that will be created as a result of the development.
- 6. The County, and each municipality in the County, should cooperatively maximize available local, state, and federal funding opportunities and private resources in the development of affordable housing for households.
 - 6.1 All jurisdictions should jointly explore opportunities to develop a countywide funding mechanism and the potential for both voter approved measures (bond or levy), and nonvoter approved sources of revenue to support the development of affordable housing.
 - 6.2 All jurisdictions should pursue state legislative changes to give local jurisdictions the authority to provide tax relief to developers of affordable housing.
 - 6.3 All jurisdictions should explore opportunities to dedicate revenues from sales of publicly owned properties, including tax title sales, to affordable housing projects.
 - 6.4 All jurisdictions should explore the feasibility of additional resources to facilitate the development of affordable housing such as a new countywide organization (based on inter-local agreements), expansion of existing non-profit partnerships, increased coordination with local public housing authorities, a county-wide land trust, as well as future involvement of larger County employers, in the provision of housing assistance for their workers.
- 67. The County, and each municipality in the County, should explore and identify opportunities to reutilize and redevelop existing parcels where rehabilitation of the buildings is not cost-effective, provided the same is consistent with the Countywide policy on historic, archaeological and cultural preservation to reduce land costs for non-profit and for-profit developers to build affordable housing.

- 7.1 Jurisdictions should explore options to dedicate or make available below market-rate surplus land for affordable housing projects.
- 7.2 All jurisdictions should explore and identify opportunities to assemble, reutilize, and redevelop existing parcels.
7. ~~New fully-contained communities shall comply with the requirements set forth in the Growth Management Act and shall contain a mix in the range of dwelling units to provide their "fair share" of the Countywide housing need for all segments of the population that are projected for the County over the planning period.~~
8. The County, and each municipality in the County, shall periodically monitor and assess their success in meeting the housing needs to accommodate their 20-year population allocation.
 - 8.1 Jurisdictions should utilize the available data and analyses provided by federal, state, and local sources to monitor their progress in meeting housing demand as part of the required Growth Management Act comprehensive plan update process.
 - 8.2 Countywide housing allocations shall be periodically monitored and evaluated to determine if countywide needs are being adequately met; the evaluation should identify all regulatory and financial measures taken to address the allocation need.
 - 8.3 Each jurisdiction should provide, if available, the quantity of affordable housing units created, preserved, or rehabilitated since the previous required update.
 - 8.4 Jurisdictions should consider using a consistent reporting template for their evaluations to facilitate the countywide monitoring and assessment.
 - 8.5 In conjunction with the Growth Management Act Update schedule, a report should be forwarded to the Pierce County Regional Council addressing the progress in developing new affordable housing.

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

<u>Department / Staff Contact:</u> Exec / Mayor Neil Johnson	<u>Workshop / Meeting Date:</u> 06 Apr 2010	<u>Agenda Bill Number:</u> AB10-62
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2024	<u>Councilmember Sponsor:</u>

Agenda Subject: Five-party Agreement Regarding Annexations

Proposed Motion: AB10-62 - Resolution 2024 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington Approving An Agreement Between The Cities Of Auburn, Bonney Lake, And Sumner, Washington; The Valley Regional Fire Authority; And Pierce County Fire District No. 22 Regarding Municipal Annexation.

Administrative Recommendation: Discuss and move forward for action.

Background Summary: The placement of a Valley Regional Fire Authority Station virtually on the 'doorstep' of Pierce County Fire District No. 22 on 182nd Ave. E. and the continued population growth in the north Lake Tapps area has caused the adjacent cities and fire districts in the region to discuss service boundaries for the described area. This agreement proposes to give all parties 180-days advance notice of any jurisdiction's intent to annex a portion of the defined area.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
		None.	
Budget Explanation:			
No anticipated budget impact.			

<u>COMMITTEE/BOARD REVIEW:</u>
Subcommittee Review Date: -
Commission/Board Review Date: -
Hearing Examiner Date:

<u>COUNCIL ACTION:</u>	
Workshop Date(s): April 6, 2010	Public Hearing Date(s):
Meeting Date(s):	Tabled To Date:

Signatures:

Director Authorization	Mayor NH Johnson	Date City Attorney Reviewed
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RESOLUTION NO. 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITIES OF AUBURN, BONNEY LAKE, AND SUMNER, WASHINGTON; THE VALLEY REGIONAL FIRE AUTHORITY; AND PIERCE COUNTY FIRE DISTRICT NO. 22 REGARDING MUNICIPAL ANNEXATION.

WHEREAS, Each of the five jurisdictions provides services in or near the area described as north of the extension of 32nd Street East; and

WHEREAS, economies of scale and the efficiencies of consolidated services benefit the provision of quality fire and emergency medical services to citizens and businesses; and

WHEREAS, predictable planning for service delivery and capital facilities is essential to the efficient long-term provision of fire and emergency medical services; and

WHEREAS, the provision of sufficient notice to affected jurisdictions provides opportunities for the review, discussion, and consideration of impacts associated with municipal annexation;

NOW, THEREFORE, The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Interlocal Agreement between The Cities Of Auburn, Bonney Lake, And Sumner, Washington; The Valley Regional Fire Authority; And Pierce County Fire District No. 22, attached hereto and incorporated herein by this reference.

PASSED by the City Council this ____ day of _____, 2010.

Neil Johnson Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Harwood T. Edvalson, CMC
City Clerk

James Dionne
City Attorney

AN AGREEMENT BETWEEN THE CITIES OF AUBURN, BONNEY LAKE, AND SUMNER, WASHINGTON; THE VALLEY REGIONAL FIRE AUTHORITY; AND PIERCE COUNTY FIRE DISTRICT NO. 22 REGARDING MUNICIPAL ANNEXATION.

WHEREAS, Pierce County Fire District No. 22 (East Pierce Fire and Rescue) provides fire and emergency medical services to an area in Eastern Pierce County, including the cities of Sumner, Bonney Lake, and portions of unincorporated Pierce County including the area surrounding Lake Tapps and abutting King County and the City of Auburn; and

WHEREAS, the Valley Regional Fire Authority provides fire and emergency medical services within the corporate limits of the Cities of Auburn, Algona and Pacific; and

WHEREAS, economies of scale and the efficiencies of consolidated services benefit the provision of quality fire and emergency medical services to citizens and businesses; and

WHEREAS, predictable planning for service delivery and capital facilities is essential to the efficient long-term provision of fire and emergency medical services; and

WHEREAS, the provision of sufficient notice to affected jurisdictions provides opportunities for the review, discussion, and consideration of impacts associated with municipal annexation;

NOW, THEREFORE, THE CITIES OF AUBURN, BONNEY LAKE, AND SUMNER, WASHINGTON; THE VALLEY REGIONAL FIRE AUTHORITY; AND PIERCE COUNTY FIRE DISTRICT NO. 22 AGREE AS FOLLOWS:

Section 1. The parties to this agreement agree to provide a minimum of one hundred-eighty (180) days notice to the other parties of this agreement prior to taking any official action to initiate a municipal annexation within the jurisdiction of Pierce County Fire District No. 22 and north of the extension of 32nd Street East.

Section 2. The parties agree to not initiate any unofficial actions to promote annexation prior to taking any official action as described in Section 1.

Section 3. This agreement shall remain in effect until terminated by: a) any one party with at least one-hundred eighty (180) days providing written notice to the other parties; b) agreement by all parties to terminate the agreement; or c) ten (10) years following the effective date of this agreement; whichever comes first.

Section 4. This agreement shall become effective upon the approval of five (5) parties.

Section 5. All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

City of Auburn
25 West Main
Auburn, WA 98001-4998
Attn:
Phone: (253) 931-3000 ▪ Fax: (253) 931-3053

City of Bonney Lake
19306 Bonney Lake Blvd.
Bonney Lake, WA 98391
Attn:
Phone: (253) 862-8602 ▪ Fax: (253) 862-8538

Pierce County Fire District No. 22
18421 Old Buckley Highway
Bonney Lake, WA 98391
Attn: Jerry E. Thorson
Phone: (253) 863-1800 ▪ Fax: (253) 863-1848

City of Sumner
1104 Maple St.
Sumner, WA 98390
Attn: Interim City Administrator Diane Supler
Phone: (253) 299-5500 ▪ Fax: (253) 299-5509

Valley Regional Fire Authority
VRFA Headquarters/Business offices
1101 D Street NE
Auburn, WA 98002
Attn:
Phone: (253) 288-5800 ▪ Fax: (253) 288-5900

IN WITNESS WHEREOF the parties hereto have executed this ____ day of _____, 2010

CITY OF AUBURN

CITY OF BONNEY LAKE

Peter B. Lewis, Mayor Date

Neil Johnson, Mayor Date

ATTEST:

ATTEST:

Dani Daskam, City Clerk Date

Woody Edvalson, City Clerk Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney Date

James Dionne, City Attorney Date

PIERCE COUNTY FIRE DISTRICT NO. 22

CITY OF SUMNER

Signatures:

Director Authorization Al Juarez	Mayor	Date City Attorney Reviewed
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FINANCE COMMITTEE

DATE: April 9, 2010

ORIGINATOR: Al Juarez

TITLE: Chief Financial Officer

SUBJECT/DISCUSSION: A resolution of the City Council of the City of Bonney Lake, Pierce County, WA authorizing the Mayor to sign amendment #1 to Portland Energy Conservation Inc. (PECI) 2009 contract in support of a City of Bonney Lake mail-in high efficiency toilet (HET) rebate program. This amendment extends the contract through September 30, 2010, unless the Parties agree in writing to extend the term or agree to terminate the contract.

Water conservation reduces the amount of additional water supply the City is required to purchase at a high cost, thus saving the City money. The mission of Peci is to help everyone use energy more effectively. Peci is a leader in the design and promotion of programs focused on increasing consumer awareness of and demands for energy efficient products and implementing programs that achieve swift, measurable market results. A main focus is to reach consumers with the key message that energy efficient products save energy, resources and money. This proposed rebate incentive program is designed to increase the number of high efficiency toilets sold in the service area of the City of Bonney Lake while building retail relationships in the community, educating consumers on water conservation and reducing dependence on outside water supply requirements.

The HET rebate program will offer a \$50 rebate to consumers purchasing a qualified HET. A qualified model is defined as a toilet that carries the Water Sense label.

ORDINANCE/RESOLUTION: #2027; AB: #1068

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve Proposed Resolution

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE MAYOR

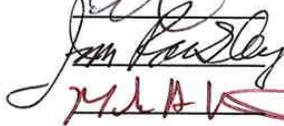
FINANCE DIRECTOR Yes
CITY ATTORNEY _____

BUDGET INFORMATION

2010 Budget Amount	Required Expenditure	Remaining Balance
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Explanation: Water Department Conservation Program: 401-000-034-534-10-41.33
 (Expenditures not included in 2010 adopted budget. Adopted budget is sufficient to include this item.)

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
Dan Swatman, Chair, Finance	<u>4-13-10</u>		_____
Jim Rackley, Chair, CDC	<u>4-13-10</u>		_____
Mark Hamilton, Chair, Public Safety	<u>4-13-10</u>		_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK	FINANCE DIRECTOR	CITY ATTORNEY
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Please schedule for Council Meeting date of: April 27, 2010

Consent Agenda: Yes

RESOLUTION NO. 2027

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN
AMENDMENT TO THE 2009 AGREEMENT WITH PORTLAND ENERGY
CONSERVATION INC. FOR THE HIGH EFFICIENCY TOILET REBATE PROGRAM.**

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the amendment attached hereto and incorporated in "Attachment A."

PASSED by the City Council this 27th day of April, 2010.

Mayor Neil Johnson, Jr.

AUTHENTICATED:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

AMENDMENT #1

2009-2010 Bonney Lake Toilet Rebate Program

This Amendment #1 is made and entered into by and between The City of Bonney Lake (hereinafter called "Bonney Lake") and Portland Energy Conservation, Inc. (hereinafter called "PECI") to amend that certain Agreement with the same title and all Attachment's, executed by Bonney Lake on June 7, 2009 and by PEGI on July 10, 2009, (the "Agreement").

The Agreement is amended as follows:

1. Section 2 ("Term") is hereby deleted in its entirety and replaced with the following:

The term of this Agreement ("Term") shall commence on execution by both parties and continue through September 30, 2010, unless the Parties agree in writing to extend the Term, or unless this Agreement is earlier terminated in accordance with the Early Termination provisions below.

2. Attachment A ("The City of Bonney Lake HET Rebate Proposal") is hereby deleted in its entirety and replaced with Attachment A included with this Amendment #1.

All other provisions of the Agreement shall remain in full force and effect.

The City of Bonney Lake

Portland Energy Conservation, Inc.

By _____

By _____

Name

Name

Date

Date



ATTACHMENT A

The City of Bonney Lake

2010 Scope of Work

Program Overview:

The HET Rebate Program ("Program") will offer a \$50 rebate to consumers purchasing a qualified HET. A "Qualified Model" is defined as a toilet that carries the WaterSense label.

PECI will perform the following tasks for this Program:

TASK 1: Program Setup & Implementation

PECI will continue to implement a comprehensive Program that will take into consideration the various needs of the City of Bonney Lake. Peci will be available for communications through a single point of contact. This contact person will maintain regular communications with the City of Bonney Lake throughout the Program and will be available to fulfill special requests.

PECI will produce promotional materials as needed, to be delivered to all retailers in coordination with any in-field training for the City of Bonney Lake staff. Retailer support materials include the following:

- Mail-in Rebate Forms – Forms will be designed and printed for retail distribution and will also be provided in PDF format for placement on the City of Bonney Lake web site.
- Qualified Models – A list of all qualifying models and the appropriate rebate amounts will be provided.
- Contact information – Contact sheet will include a direct point of contact at Peci to answer questions regarding rebate processing, materials reorder and other Program information.
- Program training will be offered to train City of Bonney Lake personnel who may be conducting retailer visits and delivering retailer materials. Coupled with this training will be an initial round of site visits to key retailers to offer additional training.
- The City of Bonney Lake customers and retailers will have access to a toll free contact line. The line enables retailers to call toll free to order more materials or ask questions. Customers responding to calls regarding missing information from their rebate forms will be able to respond toll free and resolve their rebate issues quickly.

TASK 2: Rebate Processing & Payment

PECI follows an established protocol for processing rebates to ensure customer satisfaction while maintaining data integrity and security. Peci employs the following procedures for rebate processing:

- The date of receipt will be stamped on each rebate application received by Peci.
- The Program eligibility and information provided by the customer will be verified by Peci
- Copy of invoice – A copy of the customer itemized receipt is required to verify the validity of the sales and purchase information.
- Qualified model – The model qualification will be based on the version of the Qualified Model List available at the time of purchase.
- Date Sold – HET rebates will be offered for qualified applicants between July 1, 2009 and June 30, 2010. Peci must receive application with ninety (90) days of purchase.
- Installation address and zip code – The installation address and zip code provided by the customer will be checked against a complete list of service area zip codes provided by the City of Bonney Lake.

PECI will enter into the Program database all required information provided on each rebate form (and additional supporting documentation). This information will be exported to Peci's accounting staff.

PECI will generate a bank check for each approved rebate application on a bi-weekly basis. Rebate checks will be cut and mailed (via USPS, first class) within ten (10) business days of receipt and verification, subject to availability of adequate rebate funds.

PECI will provide customer service for all rebate forms received with incomplete or faulty information by sending a letter via USPS indicating what further information the customer needs to provide to Peci. Every effort will be made to resolve all issues within ten (10) business days following rebate form receipt by Peci. This however is subject to customer response.

The City of Bonney Lake shall provide a cash advance to Peci equal to one to two months projected rebates to ensure that customers are paid promptly.





TASK 3: Data Tracking, Summary Report & Invoicing

PECI will enter all information into a Program database designed and created on a Microsoft Access platform. The database will house all Program/customer information such that data tracking and reporting can be performed with ease.

PECI will provide to the City of Bonney Lake the following reporting:

- **Invoices** will be submitted to the City of Bonney Lake on the 15th of every. Invoices will be structured to request advance incentive funds projected for the next one to two months and actual implementation and direct expenses for the prior month. An initial advance invoice will be submitted upon contract signing.
- **Monthly Statements** will accompany invoices and will include a monthly balance clearly outlining the status of advanced incentive funds, as well as direct and labor funds invoiced to-date.

PECI will hold rebate documentation, proof of purchase, and any other required documentation on file for a minimum of seven years.

In addition to a monthly and yearly internal review of financials, Peci conducts an annual external audit by an independent CPA, assuring financial accuracy and verifying that all company records are held in accordance with the US Generally Accepted Accounting Practices.

TASK 4: Marketing Materials

The marketing plan for the Program uses Peci's understanding of the attributes of water-efficient products to eliminate consumer confusion and uncertainty over messages and claims in the marketplace. Water savings programs of this type overcome barriers to the purchase of water-efficient products by exposing consumers to the WaterSense label and by making them aware of the benefits of products that earn it. Thus the primary focus of Peci's marketing under this Program will be to address consumer awareness through consumer education and business-to-business outreach.

PECI will design and print POP materials, including product clings, easel signs, and posters. Peci will also design bill stuffers. Materials will have a consistent look and feel in order to convey a cohesive design theme for the Program. All materials will be approved by the City of Bonney Lake before final printing.

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

<u>Department / Staff Contact:</u> Fin / Al Juarez	<u>Workshop / Meeting Date:</u> 27 Apr 2010	<u>Agenda Bill Number:</u> AB10-69
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2028	<u>Councilmember Sponsor:</u>

Agenda Subject: Award Contract for armored courier service to Dunbar Armored, Inc.

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 Dunbar Armored, Inc. For Armored Courier Service.

Administrative Recommendation: Approve proposed resolution

Background Summary: Pursuant to RCW 43.09.240 the city is required to deposit receipts every twenty-four (24) hours. Currently the city contracts with Garda International, dba AT Systems Inc. to provide daily courier service from City Hall to our banking institution. Due to customer service issues experienced with Garda, we have once again solicited bids from four armored car vendors that provide these services to determine if our current vendor remains the best value for the city.

Within the quotes we solicited in early March 2010, we also requested that the four vendors include a second retrieval locatio, which is the city's Annex Building located on Main Street. This second location has been added due to safety and security reasons that apply to employees personally transportign city assets (cash/checks) from one location to another - from the Annex to City Hall.

Attached is a memorandum that outlines the cost allocation for this new contract. In summary, the adopted 2010 budget for courier services included \$4,300. The cost applicable to this new proposed contract for two locations is \$6,600, which requires additional resources of \$2,300. budget managers at the Annex have been consulted and have agreed that the added benefit of armored courier service far outweighs the additional cost and they are glad to support the additional cost associated with the daily Annex deposit pickup. The total cost allocation of \$6,600 is summarized as follows: Finance Operations = 3,630; building = \$330; Community Development = \$330; Water Operations = \$1,320; Sewer Operations = \$660; and Storm Operations = \$330.

Improving safety and efficiency is a continual goal of our Finance Department and this proposed contract award fits within those guidelines. bid results are included in the attached memo and reveal that Dunbar Armored, Inc. has provided the most advantageous alternative for the city, thus the recommendation for this contract award.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$4,300	\$6,600		(\$2,300)
Budget Explanation:			
Original 2010 budget is within the Finance Department. Actual cost will be allocated as outlined in the body of thsi agenda bill and budget managers have indicated that their adopted budgets are sufficient to absorb the additional cost.			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 13 Apr 2010
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 Al Juarez	Mayor	Date City Attorney Reviewed
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FINANCE COMMITTEE

DATE: April 9, 2010

ORIGINATOR: Al Juarez

TITLE: Chief Financial Officer

SUBJECT/DISCUSSION: Pursuant to RCW 43.09.240, the city is required to deposit receipts every twenty-four (24) hours. Currently, the city contracts with Garda International, dba AT Systems Inc. to provide daily courier service to our banking institution. Due to customer service issues experienced with Garda, we have once again solicited bids from four armored car vendors that provide these services to determine if our current vendor remains the best value for the city.

Within the quotes we solicited in early March 2010, we also requested that the four vendors include a second retrieval location, which is the city's Annex located on Main Street. This second location has been added due to safety and security reasons that apply to individuals personally transporting city assets (cash/checks) from one location to another – from the Annex to City Hall.

Attached is a memorandum from Accounting Manager, Cassandra Raymond that outlines the cost allocation for this new contract. In summary, the 2010 budget for courier services included \$4,300. The cost applicable to this new contract for two locations is \$6,600, which requires additional resources of \$2,300. Budget managers at the Annex have been consulted and have agreed that the added benefit of armored courier service far outweighs the additional cost and they are glad to support the additional cost associated with the daily Annex deposit pickup. The total cost allocation of \$6,600 is summarized as follows: Finance Operations = \$3,630; Building = \$330; Community Development = \$330; Water Operations = \$1,320; Sewer Operations = \$660; Storm Operations = \$330.

Improving safety and efficiency is continually a goal of our Finance Department and this contract award fits within those guidelines. Bid results are included in the attached memo and reveal that Dunbar Armored, Inc. has provided the most advantageous alternative for the city, thus the recommendation for this contract award.

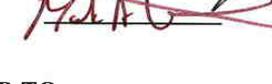
ORDINANCE/RESOLUTION: # 2028; AB: #1069

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve proposed resolution

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE:
MAYOR FINANCE DIRECTOR CITY ATTORNEY

BUDGET INFORMATION		
<u>2010 Budget Amount</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$4,300	\$6,600	\$(2,300)

Explanation: Original budget is within the Finance Dept. Actual cost will be allocated as outlined in the body of this agenda bill and budget managers have indicated that their adopted budgets are sufficient to absorb the additional cost.

COMMITTEE ACTION:	RECOMMEND APPROVAL TO COUNCIL		
	DATE	APPROVED	DISAPPROVED
Dan Swatman, Chairperson	4-13-2010		_____
Jim Rackley, Chair CDC	4-13-10		_____
Mark Hamilton, Chair, Public Safety	4-13-10		_____

COMMITTEE COMMENTS: ___

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK FINANCE DIRECTOR CITY ATTORNEY

Please schedule for Council Meeting date of: April 27, 2010

Consent Agenda: Yes

RESOLUTION NO. 2028

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH
DUNBAR ARMORED, INC. FOR ARMORED COURIER
SERVICE.**

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached hereto and incorporated in "Attachment A."

PASSED by the City Council this 27th day of April, 2010.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

The City of Bonney Lake
19306 Bonney Lake Blvd
PO Box 7380
Bonney Lake, WA 98391

Date: April 13, 2010

Dear Customer:

This letter will serve to confirm to your organization the verbal quotation submitted by our authorized representative relating to the service as detailed below.

Your acceptance of this quotation for the services indicated, at the place for signature provided below, will make immediately available to you performance of armored car and/or cash vault service pending your receipt of a formal contract. At the same time, cargo liability coverage up to the amount or amounts specified below will be afforded to your company, subject to the usual exclusions of loss due to war and nuclear causes as are normally excluded in All-Risk Inland Marine Insurance coverages.

So that you may feel completely secure in our performance of the service prior to receipt of a formal contract, please note this confirming letter bears a facsimile signature of our Senior Vice President-Administration & Risk Management. It is understood this confirmation shall only be valid when counter signed by this company's authorized representative, who will present his credentials to you. It is further understood and agreed that this letter agreement shall expire sixty (60) days from the effective date stated below if Customer has not signed a formal contract covering the service described herein. The formal contract shall cancel and supercede this letter agreement. We wish to thank you for this opportunity of serving you.

Very truly yours,

Your quotation for service indicated below accepted pending formal contract.



Russell E. Daniels
Senior Vice President, Admin & Risk Mgmt

Customer's Signature

Countersigned:

Printed Name & Title

Authorized Representative
Dunbar Armored, Inc.

Effective Date: 5/3/2010
Days of Service: Mon thru Fri 5 day per week service

Customer Location:

1) City of Bonney Lake City Hall
19306 Bonney Lake Blvd., Bonney Lake, W
2) City of Bonney Lake Development Center
8720 184th Ave E, Bonney Lake, WA 98391

Nature of Service:

Deposit Pickup x
Change Delivery x
Change Order Prep.

Liabilities:

Maximum Cash: \$75,000.00
Maximum Checks: * \$200,000.00
Maximum Change: \$5,000.00

**Checks will be covered for reconstruction only. Customer agrees to maintain adequate records to replace checks if lost or destroyed.*

Depository:

Bank of America CCV
Renton, Wa

Moneyroom Rates:

Per Roll of Coin _____
Per Strap of Currency _____
Per Non-Standard Order _____
Per Returned / Refused Order _____
Per Manual Order, Entry Fee _____
Monthly Maintenance Fee _____

Monthly Rate: \$275.00 per loc per month

Special Trips: \$45.00 Per Trip / On Call

Holiday Rate: \$95.00 Per Trip / On Call

(Excluding Thanksgiving and Christmas)

Waiting charges: An additional charge of \$2.50 per minute will be billed when the premise time exceeds 5 minutes per location.
Bag/Box Charges: Transportation of shipment to include a maximum of 3 items. Additional items will be transported at \$2.50 per item.

Excess declared liability will be transported at the rate of \$0.28 cents per thousand. It is understood and agreed that CUSTOMER will notify DUNBAR prior to said liability being shipped. This notification may take place at the point when the DUNBAR guard signs for said shipment and its 'said to contain' value. Excess cash will be fully insured; checks will be subject to reconstruction.

TERMS AND CONDITIONS

1. Dunbar represents that it carries insurance with a responsible insurance company covering its liability as stated in this contract for loss of or damage to property consigned to it hereunder and that it carries insurance which, subject to the terms and limits of the contract or contracts pertaining thereto, covers liability to third persons for damage incurred to them by reason of accidents for which Dunbar is legally responsible and Dunbar agrees to keep such insurance in force during the full life of this contract. The maximum liability for any loss shall be the lesser sum of the liability assumed in this Agreement as stated on the front of this contract, the value as stated in Dunbar's receipt for the sealed package accepted or the actual cash value of any property lost or damaged. Dunbar shall not be liable for any consequential or incidental losses or damage, including loss of interest, under any theory of liability.
2. If for any reason delivery to the consignee may not be effected, the said bags or packages shall be returned to shipper.
3. Responsibility of Dunbar under this contract shall begin when said bags or packages have been accepted and received for by an AUTHORIZED EMPLOYEE of Dunbar. Responsibility of Dunbar under this contract shall end when said bags or packages have been accepted and received for by the consignee or upon return to the shipper.
4. Customer agrees that under no circumstances shall the aggregate value of the contents of the containers accepted or delivered by Dunbar on any one shipment exceed the maximum liability as stated in this Agreement; nor shall Dunbar be liable under this Agreement for amounts in excess of the applicable maximum liability specified for any such listing, nor for amounts in excess of the insurance coverage applicable to a particular loss. Provided, however, that Dunbar's liability for loss with regard to checks shall be in accordance with Paragraph 6 below.
5. Customer agrees that all shipments of monies, notes, securities and other valuable property shall be contained in securely locked or sealed bags or packages at the time of delivery to Dunbar. Dunbar shall not be obligated to receive any bag or package not properly locked or sealed to its satisfaction. In the event that any bag or package is delivered to it not properly locked or sealed to said satisfaction, Dunbar shall under no circumstances be liable or responsible for any shortage claimed with respect to the contents of such bag or package. Customer further agrees that Dunbar shall not be liable for any mysterious disappearance of, shortage, or damage to the contents of any package or container unless the package or container was properly sealed at the time of delivery to Dunbar and shows evidence of tampering at the time Dunbar delivers said package to the consignee and the consignee immediately notes in writing the evidence of tampering on Dunbar's receipt document. Absent notation on Dunbar's receipt document by the consignee at the time of receipt, Dunbar shall have no liability to Customer for sealed containers received for by the consignee.
6. Customer agrees to maintain a complete record as to maker, bank and amount of all checks placed in any shipment given to Dunbar and in case of loss, to promptly, diligently and completely cooperate with Dunbar in the identification and replacement of lost, destroyed or stolen checks contained in any such shipment. Complete cooperation shall include requests by Customer to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all its legal and equitable rights against said makers or to subrogate such rights to Dunbar and its assigns. Dunbar's liability in the event of the loss, destruction or theft of checks or other cash letters shall in all events be limited to payment for the reconstruction of such records as are necessary to determine the maker, bank and amount of such checks and in all events shall not exceed liability in the amount of Twenty-Five Thousand Dollars (\$25,000.00).
7. Upon discovery of a claim for loss under this Agreement, Customer shall immediately report the same to the appropriate police authorities and shall maintain and preserve all evidence. Within ten (10) days after discovery of any loss, but in no event more than thirty (30) days after delivery to Dunbar of the funds, securities, instruments and/or valuable articles in connection with such claim is asserted, Customer shall give notice of claim in writing to Dunbar. If the Customer fails to comply with these conditions, Customer agrees that all claims against Dunbar relating to the lost items are deemed to be waived and released. Within thirty (30) days after the giving of written notice of any claim for loss or damage under this Agreement, Customer shall furnish to Dunbar detailed written proof of such loss or damage in form satisfactory to Dunbar's insurer, which proof of loss or damage shall be subscribed and sworn to by Customer or its duly authorized officer. Customer agrees to cooperate with and assist Dunbar's insurer in its adjustment of any loss. No action, suit or other proceeding to recover for any such loss or damage shall be maintained against Dunbar unless commenced within twelve (12) months of the day of receipt by Dunbar of the funds, securities, instruments and/or valuable articles with respect to which such suit, action or proceeding shall be brought. If it is determined that any of the provisions of this paragraph are invalid, then the notice requirements and time for suit stated herein shall be the shortest limit of time allowable under applicable law.
8. It is expressly agreed by the Customer that the provisions of this Agreement dealing with the total aggregate value to be accepted by Dunbar from the Customer for delivery to the Depository, or from the Depository for delivery to the Customer, may not be waived or amended by any employee or agent of Dunbar, except with the written consent of a corporate officer of Dunbar. Dunbar will not be liable for loss or damage to property or money consigned to it in excess of the maximum liability which Dunbar agrees to accept for consignment under this contract as stated in the Schedule of Service and Service Rates.
9. It is understood and agreed that Dunbar shall not be responsible for any loss or damage caused by hostile or warlike action, civil disorders or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action, civil disorders or governmental seizure" is understood by Customer and Dunbar to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states.
10. Dunbar shall not be liable for non-performance or delays not caused by its fault or neglect, nor for non-performance or delays caused by strikes, riots, war, insurrection, acts of God or the public enemy, or means beyond its control; but, except as provided in Paragraph 8, Dunbar agrees to be liable at all times for the safety of any property received into its possession at any time, not to exceed the maximum amount stated herein.
11. In the event Customer issues a purchase order or other similar document in connection with the service to be provided in accordance with this Agreement, it shall be for Customer's internal purposes only and, therefore, even if it is acknowledged by Dunbar, the terms and conditions of such document will have no effect on this Agreement and the terms and conditions of this Agreement shall nevertheless be controlling.
12. Dunbar makes no warranties, express or implied, and expressly disclaims any and all warranties.
13. A service charge of one and one-half percent (1-1/2%) per month of the amount unpaid, or such lesser rate as allowed by law, is due and payable to Dunbar on all invoices not paid in full within 30 days of the invoice date. As to invoices remaining unpaid beyond 30 days, Customer agrees to pay all Dunbar's costs of collection including reasonable attorney's fees and accrued interest.
14. Dunbar shall have the right to increase the charges provided for herein at any time after the expiration of one (1) year from the date of this Agreement, or after one (1) year from the effective date of this Agreement if an effective date is herein specified, upon giving the Customer written notice thirty (30) days in advance of the effective date of such increase. The rates for service may be increased in interim periods if there is a change in economic conditions arising out of any energy or insurance crisis which causes an appreciable increase in Dunbar's cost of performing services under this contract.
15. Dunbar and Customer agree that neither party has the right to off set amounts owed by the other party against amounts due to the other party.
16. Customer understands and agrees that Dunbar is entering this Agreement to provide the services outlined herein subject to the conditions stated above. Dunbar accepts the duties and responsibilities of this Agreement only with the acceptance of and compliance with the conditions stated above. Any claims made by Customer must be subject to these conditions, whether filed under contract, tort, warranty, strict liability, bailment, conversion, or any other theory of liability.

Any changes to the above Terms and Conditions are subject to approval of Dunbar's executive management at its Headquarters.



Memo

Date : March 22, 2010
To : Al Juarez, Chief Financial Officer
From : Cassandra Raymond, Accounting Manager *CR*
CC : File
Re : Courier Services – 2nd Location and Change of Provider

This memo is in reference to proposed change of courier service providers concurrent with expansion of courier service to include pickup at the Annex in addition to City Hall. *Note: This memorandum is updated from the last memorandum on this topic dated 03/26/2009.*

History

In January 2009, the City Council approved a contract with Garda Cash Logistics, under the state purchasing contract, to provide armored courier services for pickups of deposits at City Hall. Service began February 17, 2009.

The benefits of armored courier service are many, including safety for both staff and assets, efficient use of staff resources, and control of the City's assets.

When the Finance Department took the initial proposal to City Council, we noted that we hoped to add the Annex as a separate pickup in the future.

Current Situation

Currently, Annex staff continues to bring the deposits to City Hall each afternoon, creating risk exposure for both staff and the assets. The Finance Department is aware of one situation where a deposit became misplaced between preparation of the deposit in the Annex and final deposit to the bank (December 2008, \$754.67).

The efficiency and security benefits initially discussed in connection with the City Hall service would be applicable to the Annex for courier deposits as well, and we are recommending the second location be implemented as soon as possible.

Change of Provider

When we first prepared to take the initial proposal to City Council, we solicited quotes from four armored courier services (including the company on the state contract for armored services) for daily pickup from City Hall to include insurance coverage and change delivery upon request from the bank's central cash

vault. Garda Cash Logistics, under the State General Services Administration (GSA) contract, appeared the lowest cost, and a contract was authorized.

Of course, service must also be measured alongside dollar value, and the responsiveness we experience with Garda representatives is less than value-added. Response time to any inquiry ranges from next day to no response at all, requiring multiple e-mails and phone calls on my part to gain a response. On one occasion, the courier did not arrive to pick up the deposit. My e-mail to the Garda representative notifying them of this went unanswered. On another occasion, the courier arrived after 5PM, and the pickup was not completed. Again, my e-mail went unanswered. Neither "miss" was credited to our account despite my request. Our initial invoice was billed incorrectly, necessitating me to request a correction to be billed the contract rate. This is just a small sampling of the customer service issues we have experienced with the current provider.

Knowing we would be taking a proposal to add the Annex courier services, I requested an updated quote (March 9, 2010) for service at both locations from the original four vendors. The results are:

Provider	Per Month	Locations	Extended		Surcharges	
			Monthly	Annually	Fuel	Insurance
Dunbar	275	2	550	6,600	Y	N
Garda Cash Logistics	344	2	688	8,256	N	Y
Loomis	418	2	836	10,032	Y	Y
Brinks	-	2	-	-	n/a	n/a

Garda reflects an increase to \$344/month/location from our current rate of \$310/month/location the same (state contract).

The best rate was provided by Dunbar, as illustrated above. Brinks declined to bid at this time, and Loomis came in highest.

I know our job is, foremost, to be stewards of public monies. At all times, but especially in the current volatile economy, pennies count. I also believe that part of being a good steward is ensuring the City receives value for its money, and customer service and responsiveness must play a part in that value. **Taking both customer service and cost into consideration, I recommend awarding courier services for both the City Hall and the Annex to Dunbar Armored, Inc.**

Budget Considerations

Although the City Hall courier service was budgeted in the Finance Department beginning in 2009 (\$4,100 for courier services; pg. 4-19 of the Adopted 2009/2010 Budget Document), an additional pickup at the Annex was not. To cover the costs of the 2nd location, I propose that the costs be split among the users; Finance, Community Development/Building, and Utilities.

This proposal reduces the Finance portion slightly under the \$4,300 budgeted for 2010 and does not create an undue hardship for any specific department. I have received approval from each affected budget manager for their participation.

The next page illustrates a summary of the cumulative impact of both projects on each division, as well as by fund level, for both Dunbar and Garda. *Please note: both Dunbar and Garda assess a fuel surcharge based on the United States Department of Energy Diesel Fuel Index. The fuel charge is minimal and has not been included in this analysis due to its variability.*

Following is a summary of the cumulative impact of both projects on each division, as well as by fund level:

Dunbar			
Courier Services - City Hall			
Annual Cost	\$		3,300.00
Department	%	Cost	
Finance Operations	100%	\$ 3,300.00	
Building	0%	\$ -	
Community Development	0%	\$ -	
Water Operations	0%	\$ -	
Sewer Operations	0%	\$ -	
Storm Operations	0%	\$ -	
	100%	\$ 3,300.00	
Courier Services - City Hall & Annex			
Annual Cost	\$		6,600.00
Department	%	Cost	
Finance Operations	55%	\$ 3,630.00	
Building	5%	\$ 330.00	
Community Development	5%	\$ 330.00	
Water Operations	20%	\$ 1,320.00	
Sewer Operations	10%	\$ 660.00	
Storm Operations	5%	\$ 330.00	
	100%	\$ 6,600.00	
Annual Impacts for Both Projects			
Annual Cost	\$		6,600.00
Already Budgeted	\$		4,300.00
Net Shortfall	\$		2,300.00
Department	Annual Cost	Budgeted	Impact
Finance Operations	\$ 3,630.00	\$ 4,300.00	\$ (670.00)
Building	\$ 330.00	\$ -	\$ 330.00
Community Development	\$ 330.00	\$ -	\$ 330.00
Water Operations ^{1,3}	\$ 20.00	\$ -	\$ 1,320.00
Sewer Operations	\$ 660.00	\$ -	\$ 660.00
Storm Operations	\$ 330.00	\$ -	\$ 330.00
	\$ 6,600.00	\$ 4,300.00	\$ 2,300.00
General Fund	\$ 4,290.00	\$ 4,300.00	\$ (10.00)
Water Fund	\$ 1,320.00	\$ -	\$ 1,320.00
Sewer Fund	\$ 660.00	\$ -	\$ 660.00
Stormwater Fund	\$ 330.00	\$ -	\$ 330.00
	\$ 6,600.00	\$ 4,300.00	\$ 2,300.00
Annual Increase (Decrease) from Change of Providers \$ (1,656.00)			

Garda Cash Logistics			
Courier Services - City Hall			
Annual Cost	\$		4,128.00
Department	%	Cost	
Finance Operations	100%	\$ 4,128.00	
Building	0%	\$ -	
Community Development	0%	\$ -	
Water Operations	0%	\$ -	
Sewer Operations	0%	\$ -	
Storm Operations	0%	\$ -	
	100%	\$ 4,128.00	
Courier Services - City Hall & Annex			
Annual Cost	\$		8,256.00
Department	%	Cost	
Finance Operations	55%	\$ 4,540.80	
Building	5%	\$ 412.80	
Community Development	5%	\$ 412.80	
Water Operations	20%	\$ 1,651.20	
Sewer Operations	10%	\$ 825.60	
Storm Operations	5%	\$ 412.80	
	100%	\$ 8,256.00	
Annual Impacts for Both Projects			
Annual Cost	\$		8,256.00
Already Budgeted	\$		4,300.00
Net Shortfall	\$		3,956.00
Department	Annual Cost	Budgeted	Impact
Finance Operations	\$ 4,540.80	\$ 4,300.00	\$ 240.80
Building	\$ 412.80	\$ -	\$ 412.80
Community Development	\$ 412.80	\$ -	\$ 412.80
Water Operations ¹	\$ 1,651.20	\$ -	\$ 1,651.20
Sewer Operations	\$ 825.60	\$ -	\$ 825.60
Storm Operations	\$ 412.80	\$ -	\$ 412.80
	\$ 8,256.00	\$ 4,300.00	\$ 3,956.00
General Fund	\$ 5,366.40	\$ 4,300.00	\$ 1,066.40
Water Fund	\$ 1,651.20	\$ -	\$ 1,651.20
Sewer Fund	\$ 825.60	\$ -	\$ 825.60
Stormwater Fund	\$ 412.80	\$ -	\$ 412.80
	\$ 8,256.00	\$ 4,300.00	\$ 3,956.00

As shown above, the overall impact to the General Fund for the addition of the Annex pickup, as well as changing providers, would result in a \$10 savings.

As always, please feel free to contact me if I can provide further information or assistance. Thank you.

**90TH STREET EAST
STREET LIGHT
SCHEDULE**

1	10+30	28.43' R
2	10+40	14.5' L
3	10+20	14.5' L
4	11+00	22.5' R
5	11+30	14.5' L
6	12+05	14.5' L
7	12+35	22.5' R
8	12+60	14.5' L
9	12+95	22.5' R
10	13+20	14.5' L
11	13+45	22.5' R
12	13+95	14.5' L
13	14+20	22.5' R
14	14+45	14.5' L
15	14+72	22.5' R
16	15+05	14.5' L
17	15+35	22.5' R
18	15+65	14.5' L
19	15+95	22.5' R
20	16+25	14.5' L



- INTOLIGHT STREET LIGHT NOTES**
1. ALL STREET LIGHTING POLES ARE TO BE INSTALLED PER STANDARD 6373-4800 (page #2) IN THE "LINE WORK PRACTICES MANUAL".
 2. ALL POLES (WOOD, CONCRETE OR FIBERGLASS) ARE TO BE SET PLUMB AND EMBEDDED TO THE GROUND LINE MARKED ON THE POLE.
 3. BACKFILL AROUND POLE WITH 5/8" MINUS GRAVEL AND COMPACT IN 8" LIFTS. (SEA GRAVEL AND NATIVE SOILS ARE NOT ACCEPTABLE). APPROXIMATELY 1 CU. YD. OF 5/8" MINUS GRAVEL FILL WILL BE REQUIRED.
 4. THE DEVELOPER IS REQUIRED TO SUPPLY AND INSTALL PLASTIC (NON PAPER) STREET LIGHT TUBES (MINIMUM 18" DIAMETER) TO AID IN THE INSTALLATION OF THE STREET LIGHTING POLES.
 5. IN ALL SHOEBOX AND COBRANEAD INSTALLATIONS, THE LUMINAIRE MUST BE LEVELLED.
 6. DEVELOPER MUST SUPPLY DURABLE LID/COVER AT EACH STREET LIGHT TUBE.
 7. ALL STREETLIGHTS SHALL BE INSTALLED CENTERED IN SONOTUBE.

GRUPP MACKENZIE
 Civil Engineering
 Structural Engineering
 Land Use Planning
 Landscape Architecture
 10125 224th Street NW
 Vancouver, WA 98686-9177
 360.685.9177
 360.748.9393

Client: CITY OF BONNEY LAKE

Project: OFFICE/RETAIL INTERM CITY BUILDING

9002 MAIN STREET E. BONNEY LAKE, WA 98001



REVISIONS:

NO.	DESCRIPTION	DATE
1	X	10/12/2009
2	X	IN PROGRESS

SHEET TITLE: ROADWAY LIGHTING PLAN

DRAWN BY: MAZ
 CHECKED BY: R.H.
 SHEET:

RL1.0

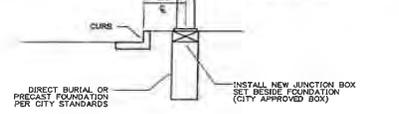
JOB NO. 2080123.00



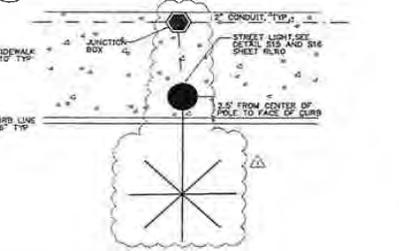
APPROVED
 BY: CITY ENGINEER, PE
 DATE: _____
 Plans meet current Development Policies and Public Works Design Standards.
 SATISFACTORY TO: PUBLIC WORKS DIRECTOR, PE
 DATE: _____
 Plans satisfy all functional requirements for this public facility and do so in a cost effective manner.

RESUBMITTED 12/22/09
 BID SET - MAY 28, 2009

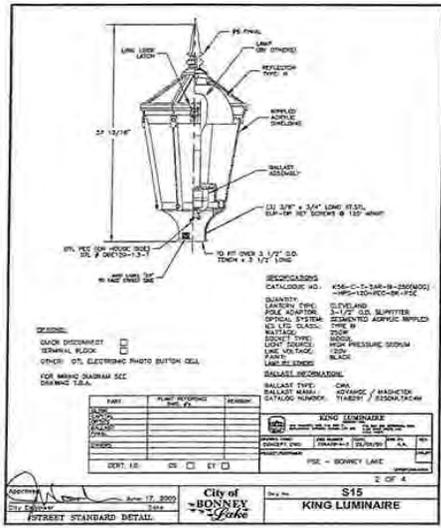
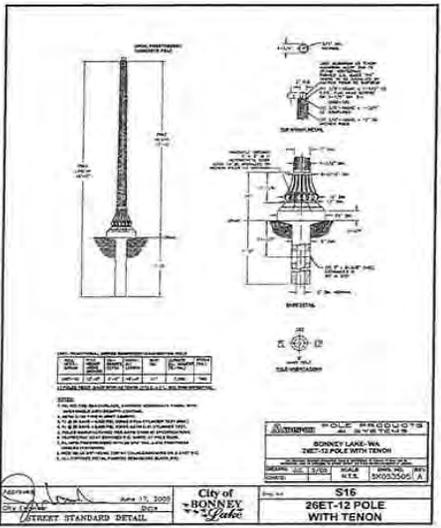
- NOTES:
1. ALL EQUIPMENT MUST BE SELECTED FROM THE CURRENTLY CITY APPROVED STREET LIGHTING EQUIPMENT WHICH IS IN COMPLIANCE TO JUNCTION BOXES AND LIGHTS WITH MIN. 3' RADIUS SWEEP.



1 STREET LIGHT SECTION
 RL1.0 N.T.S.



2 STREET LIGHT LAYOUT
 RL1.0 N.T.S.



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RESOLUTION NO. 2034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE INTOLIGHT CONTRACT TO INSTALL TWELVE (12) STREET LIGHTS FOR THE 90th STREET 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 Interim Justice Center and associated improvements to 90th Street by Resolution 1964 on September 8, 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 with INTOLIGHT for the purchase of twelve (12) street lights for the 90th Street project in the amount of \$69,838.72.

PASSED and adopted by the City Council this 27th day of April 2010.

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**

April 20, 2010

Andrew Fonda
City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98391

12 Streetlights – 90th St East, Bonney Lake

Dear Sir:

The cost for the installation of 12-12' Mounting Height Black, Ameron fluted concrete poles, with the Washington base with 12-250 Watt high pressure sodium, Black, King model K56, Cleveland Luminaires and secondary circuitry is **\$ 69,838.72**. It is based on the description in the Custom Street Lighting Order enclosed. This estimate is valid for **90 days**.

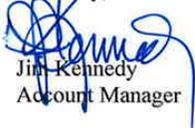
After reviewing the enclosed please sign and return this Letter and Custom Street Lighting Order. **Return one copy in the self-address envelope provided, and retain the other copy** for your file. Upon receipt of the signed agreement there is a 10-week waiting period for us to procure the necessary 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: Street Lights – 90th Street East, Bonney Lake

Order #: _____

Location: On 90th St. E., East of Main Street, Bonney Lake

CUSTOM STREET LIGHTING ORDER

This order dated April 20, 2010 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 \$69,838.72. The value of the system used to determine the facilities charge is \$57,001.89.

<u>Fixture and Pole Type</u>	<u>Number</u>
250 Watt High Pressure Sodium (HPS), Black, King model 56, Cleveland Luminaires	12
12’ Mounting Height, Black, Ameron, Fluted Concrete Poles with Washington Base	12

The basis of the monthly facilities charge under Rate Schedule 52, is as follows:

Full payment of installation charge, \$69,838.72, paid by Customer upon completion.
 Monthly facilities charge is equal to 0.26% x value of the system.
 $0.0026 \times \$ 57,001.89 = \148.20

The basis of the monthly energy charge under Rate Schedule 52 is as follows:

12- 250 watt HPS units x \$10.53	=	<u>\$126.36</u>
Total monthly energy charge		\$126.36

The total monthly charge for this installation is:

Monthly facilities charge	\$148.20
Monthly energy charge	<u>\$126.36</u>

Total monthly charge:	\$274.56
------------------------------	-----------------

Page 2

CUSTOM STREET LIGHTING ORDER

PROJECT NAME: Street Lights – 90th Street East, Bonney Lake

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

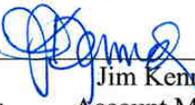
By: _____

Date: _____

Title: _____

Print Name: _____

Company: Puget Sound Energy

By:  _____

Date: April 20, 2010

Title: Jim Kennedy
Account Manager

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

<u>Department / Staff Contact:</u> PW / DIRECTOR DAN GRIGSBY	<u>Workshop / Meeting Date:</u> 27 Apr 2010	<u>Agenda Bill Number:</u> AB10-73
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2030	<u>Councilmember Sponsor:</u> JAMES RACKLEY

Agenda Subject: Emergency Water System Intertie Agreement between Bonney Lake/Auburn

Proposed Motion: Replace existing Emergency Water System Intertie Agreement between the City of Bonney Lake and the City of Auburn.

Administrative Recommendation:

Background Summary: In 2009, Auburn requested emergency water supply from Bonney Lake while their well serving Lakeland Hills underwent major repairs. Bonney Lake responded quickly and immediately provided water from our system that emptied our reservoirs within a two week period. As a result, we turned on our intertie with Tacoma Public Utility on Connells Prairie road and used our 2 MGD capacity to continue supporting the needs of Auburn.

Our existing Intertie Agreement was created prior to the availability of the TPU water and did not refer to that rate structure. Additionally, the old agreement did not distinguish between short term emergency use of the intertie and longer term use such as when repairs required months to complete. This created a great deal of uncertainty on how to charge Auburn for the water supplied. The new/replacement agreement addresses all these issues so the Bonney Lake/Auburn staffs can calculate fair and equitable compensation to each city for water purchases, when mutually supporting each city's emergency water supply needs.

Bonney Lake/Auburn staffs are running this agreement through our respective City Councils at the same time.

Attachments: Resolution 2030; 2010 Intertie Agreement; 2002 Intertie Agreement

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

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 19 Apr 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____
Meeting Date(s): 27 April 2010 **Tabled To Date:** _____

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
------------------------	-------	-----------------------------

Action Item
1

COMMUNITY DEVELOPMENT COMMITTEE

DATE: April 19, 2010

ORIGINATOR: Dan Grigsby

TITLE: Public Works Director

SUBJECT: Replace existing Emergency Water System Intertie Agreement between the City of Bonney Lake and the City of Auburn.

In 2009, Auburn requested emergency water supply from Bonney Lake while their well serving Lakeland Hills underwent major repairs. Bonney Lake responded quickly and immediately provided water from our system that emptied our reservoirs within a two week period. As a result, we turned on our intertie with Tacoma Public Utility on Connells Prairie road and used our 2 MGD capacity to continue supporting the needs of Auburn.

Our existing Intertie Agreement was created prior to the availability of the TPU water and did not refer to that rate structure. Additionally, the old agreement did not distinguish between short term emergency use of the intertie and longer term use such as when repairs required months to complete. This created a great deal of uncertainty on how to charge Auburn for the water supplied. The new/replacement agreement addresses all these issues so the Bonney Lake/Auburn staffs can calculate fair and equitable compensation to each city for water purchases, when mutually supporting each city's emergency water supply needs.

Bonney Lake/Auburn staffs are running this agreement through our respective City Councils at the same time.

ORDINANCE/RESOLUTION: 2030

REQUEST OR RECOMMENDATION BY ORIGINATOR:

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

2010 Budget Amount Current Balance Required Expenditure Remaining Balance
N/A
Explanation:

COMMITTEE ACTION: **RECOMMEND APPROVAL TO COUNCIL**

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	<u>4-19-10</u>	<u><i>[Signature]</i></u>	_____
Randy McKibbin	<u>4-19-10</u>	<u><i>[Signature]</i></u>	_____
Donn Lewis	<u>4-19-10</u>	<u><i>[Signature]</i></u>	_____

COMMITTEE COMMENTS: _____

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

Please schedule for City Council Meeting date of: April 27, 2010

Consent Agenda: Yes No

RESOLUTION NO. 2030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE EMERGENCY WATER SYSTEM INTERTIE AGREEMENT WITH THE CITY OF AUBURN.

WHEREAS, the 2002 Emergency Water System Intertie Agreement with the City of Auburn requires modification.

NOW THEREFORE,

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the 2010 Emergency Water System Intertie Agreement with the City of Auburn.

PASSED by the City Council this 27th day of April, 2010.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

**EMERGENCY WATER SYSTEM INTERTIE AGREEMENT
Bonney Lake/Auburn**

THIS AGREEMENT made and entered into by and between the City of Auburn, (“Auburn”), and, the City of Bonney Lake, (“Bonney Lake”), for the purposes of planning, designing, constructing, maintaining, and operating an emergency system intertie between the respective parties,

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The emergency water system intertie is designed to be operated manually as a two way emergency supply between the Auburn and Bonney Lake Systems. The facility is located in Evergreen Way SE at the Water Service Area Boundaries between the two cities. The primary purpose of the intertie is to provide water during an emergency. For purposes of this agreement, an emergency shall be defined as resulting from a water shortage, a major water line break, fire demand, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or Puget Sound Energy facility failure, or any other agreed upon emergency within the water supply system. The maximum duration of an emergency is seven (7) days.

However, in certain situations such as prolonged equipment repair, the intertie may need to be open for longer than seven (7) days. The party requesting the extended use of the intertie shall notify the other party of this need forty eight (48) hours before the end of the emergency period, and shall provide the other party a written estimate of how long it intends to take water as soon as practicable.

Tacoma Intertie Operation: At times, in order to meet its own water supply demands as well as Auburn’s, Bonney Lake may need to activate its emergency intertie agreement with Tacoma Public Utilities (“TPU”). Auburn agrees that while the TPU Intertie is open that water flowing

through the Auburn/Bonney Lake intertie shall be assumed to be TPU water.

Auburn shall be held to the same conditions as Bonney Lake in its Wholesale Water Agreement with TPU. Water supplied to Bonney Lake by TPU during peak demand periods requires a matching amount of use during the last quarter of the year in order to qualify for wholesale consumption rates versus higher rates used during peak demand periods.

Auburn shall purchase water during the last quarter of the year from Bonney Lake and TPU until this consumption formula is satisfied. For purposes of satisfying the consumption formula, the water supplied to Auburn during the last quarter of the year is not to be used solely for peak demand periods; rather it is to be used for non-recurring maintenance and repair purposes, preferably not during peak demand periods.

2. Auburn will own and maintain the piping, interior equipment, meter and interior appurtenances, and all piping up to the Bonney Lake side of the vault for the metering station.
3. Bonney Lake will own and maintain the exterior appurtenances and all piping on Bonney Lake's side of the vault.
4. Each City will each have unlimited access to the vault via a dual padlock or ownership of keys to the vault.
5. Each City will operate its respective normally-locked valve inside of the vault. Auburn will solely unlock and operate the locked valve on Auburn's side of the meter and Bonney Lake will solely unlock and operate the locked valve on Bonney Lake's side of the meter.
6. The procedure for operating the intertie in the event of such emergency shall be as follows:
 - A. Each City shall determine that an emergency as defined in this Agreement has occurred which warrants the need to request that the intertie be activated.
 - B. The Public Works Director or designee of the requesting party shall provide a verbal request to the other City's Public Works Director or designee. Upon agreement that an emergency exists which shall allow for the intertie to be opened, the intertie will be activated as soon as reasonably possible. Both Cities' personnel shall be present at the vault to open the valves to activate the facility.

- C. The City requesting the activation shall provide a written confirmation of the request not less than 24 hours after the verbal request, or on the first day of normal business after the verbal request.
7. The intertie shall remain activated until the City requesting activation determines that the need for activation of the emergency intertie has ceased and shall request in writing to close the intertie.
 8. In case of emergency or whenever the public health, safety, or the equitable distribution of water so demands, the City supplying the water may change, reduce or limit the time for or temporarily discontinue the supply of water without notice; water service may be temporarily interrupted, limited for purposes of making repairs, extensions or doing other necessary work. The City supplying the water shall not be responsible for any damage resulting from interruption, change or failure of the water supply, and the City receiving the water (City requesting activation) shall save and hold harmless the City supplying the water from any loss, damages or suits to or by customers of the City receiving the water resulting from interruption, change or failure of water supply provided by this Agreement, except damages arising out of the City supplying the water's negligence. Prior to a planned interruption or limiting of service, the City supplying the water will notify the City receiving the water of such not less than three days prior to the service disruption. The City supplying the water agrees to use best efforts and reasonable diligence to notify the City receiving the water as soon after it becomes aware of the need for service disruption and further will, to the extent practical, limit the service disruption to daylight hours.
 9. Auburn and Bonney Lake staff shall read the meter upon activation and upon deactivation of the intertie. The city supplying the water shall verify the information and shall then calculate and invoice the other city for the water used during the request. The invoice shall be calculated by the total water used during the event.
 10. The rate paid for water shall be determined by one of three scenarios under which water is taken through the intertie. The scenarios are described as follows:
 - A. Emergency Water. This is short term water taken over a period not to exceed seven (7) days. This rate relies on locally produced water and does not include TPU intertie water. The rate for this scenario shall be at the lowest current Auburn or Bonney Lake Residential Rate for service outside City boundaries depending on which city is supplying the water. This shall be complete payment for the water, labor, and administration of activating the intertie.

- B. Prolonged Equipment Repair Water. This water is taken over a period exceeding seven (7) days as needed to complete lengthy repairs. The rate for this scenario shall be at the Auburn or Bonney Lake Residential Rate actually charged for service outside City boundaries depending on which city is selling the water plus 10%. This shall be complete payment for the water, labor, and administration of activating the intertie.
- C. TPU Intertie Water. If Bonney Lake needs to open the TPU intertie to meet system demands while Auburn is taking water from Bonney Lake then all water flowing to Auburn as measured by the Auburn/Bonney Lake intertie meter shall be considered TPU water. The rate for TPU water shall be the wholesale rate set forth in Tacoma Municipal Code 12.10.400, as currently adopted by the Tacoma Public Utility (TPU) Board and Tacoma City Council. In this scenario only the TPU rate with an additive wheeling fee shall apply regardless of the time the intertie is activated. When the TPU Intertie is opened or closed to support Auburn, Bonney Lake shall notify Auburn that same day.

Auburn understands that Bonney Lake will incur additional costs when they activate the TPU intertie. The costs include but are not limited to increased system operation costs i.e. pumping treatment and sampling; and administrative costs such as meter reads, and Tacoma and Auburn accounting and billing. Since these costs are not easily separated from normal water system operation costs, Bonney Lake and Auburn agree that these costs be compensated using a "Wheeling" fee. The Wheeling fee shall be calculated as percentage of the total cost of the water taken through the Auburn/Bonney Lake intertie meter. The Wheeling fee rate shall be 15% of the total cost of TPU water taken by Auburn.

Not later than 30 days after the Bonney Lake/TPU intertie is deactivated, Bonney Lake will submit a reconciliation bill for the quantity of water supplied to Auburn during the period the Bonney Lake/Auburn intertie is activated. In addition, Bonney Lake reserves the right to request monthly reimbursement if the intertie remains open for a prolonged period.

11. Each City is responsible for associated staff, administration and legal costs associated with the implementation of the agreement.
12. To the extent allowed by law, each party shall defend, indemnify, and hold harmless the other party, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs, expenses of litigation, attorney's fees, penalties and damages of whatsoever kind or

nature arising out of or in connection with or incident to an act or omission of the indemnifying party, its employees, agents, and contractors in the performance of the indemnifying party's obligations under the Agreement and this Amendment. This indemnification provision shall include, but is not limited to, all claims against each party by an employee or former employee of the indemnifying party or its contractors and, as to such claims, each party expressly waives all immunity and limitation of liability under Title 51 RCW.

- 13. This Agreement shall remain in force until terminated by either party hereto upon 60-days written notice to the other party. .
- 14. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

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

CITY OF AUBURN
King County, Washington

CITY OF BONNEY LAKE
Pierce County, Washington

By: _____
Peter B Lewis, Mayor Date

By: _____
Neil Johnson, Jr., Mayor Date

Attest:

Attest:

Danielle Daskam, City Clerk Date

Harwood T. Edvalson, City Clerk Date

Approved as to form:

Approved as to form:

By: _____
Daniel B. Heid, City Attorney Date

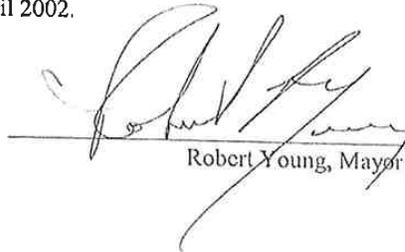
By: _____
James J. Dionne, City Attorney Date

RESOLUTION NO. 940

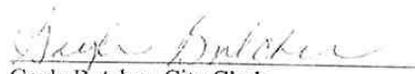
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY
LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN
INTERIE AGREEMENT WITH THE CITY OF AUBURN .**

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

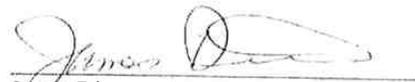
PASSED by the City Council this 9th day of April 2002.


Robert Young, Mayor

ATTEST:


Gayle Butcher, City Clerk

APPROVED AS TO FORM:


James Dionne, City Attorney

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

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

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

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

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

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

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

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

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

CITY OF AUBURN
King County, Washington

By:  _____
Mayor Date 18 APR 2002

Approved as to form:

By:  _____
City Attorney Date

CITY OF BONNEY LAKE
Pierce County, Washington

By:  _____
Mayor Date 9 APR 2002

Approved as to form:

By:  _____
City Attorney Date

COMMUNITY DEVELOPMENT COMMITTEE

DATE: April 1, 2002

ORIGINATOR: Seth Boettcher, P.E.

TITLE: Director of Public Works

SUBJECT: Bonney Lake/Auburn Emergency Water System Intertie Agreement No. 3

The City of Bonney Lake and The City of Auburn want to enter into an emergency water system intertie agreement. This will formalize what is now an informal arrangement. See the attached staff report for additional information.

ORDINANCE/RESOLUTION # 940

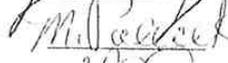
REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend to the City Council to authorize the Mayor to sign the Bonney Lake/Auburn Emergency Water System Intertie Agreement No. 3.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR N/A
CITY ATTORNEY 3-1-02

BUDGETED ITEM: Y

Budget Impact: 0

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	<u>4-1-02</u>		_____
Maureen Palecek	<u>4-1-02</u>		_____
Neil Johnson	<u>4-1-02</u>		_____

COMMITTEE COMMENTS: _____

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

Please schedule for Council Meeting date of: April 9, 2002

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

<u>Department / Staff Contact:</u> PW / Douglas Budzynski	<u>Workshop / Meeting Date:</u> 27 Apr 2010	<u>Agenda Bill Number:</u> AB10-72
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u> Jim Rackley

Agenda Subject: Sumner/Bonney Lake WWTP PWTL application

Proposed Motion: Motion to Submit the PWTL application for The Sumner/Bonney Lake WWTP Upgrade Phase II Project.

Administrative Recommendation: The improvements needed at the WWTP, are a financial burden for both Bonney Lake and Sumner. The estimated total cost for all the improvements is \$10,900,000. Bonney Lake's share for this is \$5,450,000 (50%). This will address the issues at hand and give the plant capacity for both Cities through 2028. The Public Works Board is accepting loan applications for projects to start in 2012. Sumner is preparing an application for their share (50%) of the costs of the WWTP improvements. The staff recommends Bonney Lake prepare a supporting application to support Bonney Lakes share of the costs.

Background Summary: The existing Sumner/Bonney Lake waste water treatment plant (WWTP) has three operation and safety issues both Sumner and Bonney Lake need to address.

1. The WWTP was constructed to meet both Cities' needs through 2017 with design effort to start in 2012. Fast growth and high levels of suspended solids (TSS) entering the plant have caused the plant to reach 85% TSS capacity earlier than anticipated. The current NPDES permit requires the cities to have a plan of action when the plant's influent reaches 85% capacity.
2. The 2008 heavy rain events revealed the plant's vulnerability to flooding from the White and Puyallup rivers. After investigation of the plant's flood wall capabilities, it was determined, to protect the WWTP from a 100 year event, the flood wall needs to rise in height.
3. The Department of Ecology (DOE) has continued to reduce the allowable levels of copper in the discharge flows of the WWTP. To continue to meet the allowable limits for copper, additional treatment process and equipment is needed at the plant.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
10,900,000	5,450,000	5,450,000	

Budget Explanation:
 Total Project costs: \$10,900,000 Bonney Lake's costs: \$ 5,450,000
 PWTF loan request (85%) \$ 4,632,500 City Matching (15%, 0.5% interest) \$ 817,500

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 19 Apr 2010
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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ACTION Item # 2

COMMUNITY DEVELOPMENT COMMITTEE

DATE: April 19, 2010

ORIGINATOR: Doug Budzynski

TITLE: Asst. Engineer

SUBJECT: Motion to Submit the PWTL application for The Sumner/Bonney Lake WWTP Upgrade Phase II Project.

The existing Sumner/Bonney Lake waste water treatment plant (WWTP) has three operation and safety issues both Sumner and Bonney Lake need to address.

1. The WWTP was constructed to meet both Cities' needs through 2017 with design effort to start in 2012. Fast growth and high levels of suspended solids (TSS) entering the plant have caused the plant to reach 85% TSS capacity earlier than anticipated. The current NPDES permit requires the cities to have a plan of action when the plant's influent reaches 85% capacity.
2. The 2008 heavy rain events revealed the plant's vulnerability to flooding from the White and Puyallup rivers. After investigation of the plant's flood wall capabilities, it was determined, to protect the WWTP from a 100 year event, the flood wall needs to rise in height.
3. The Department of Ecology (DOE) has continued to reduce the allowable levels of copper in the discharge flows of the WWTP. To continue to meet the allowable limits for copper, additional treatment process and equipment is needed at the plant.

ORDINANCE/RESOLUTION:

REQUEST OR RECOMMENDATION BY ORIGINATOR:

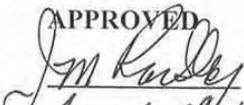
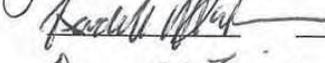
**ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR _____
CITY ATTORNEY _____**

<u>2010 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$10,900,000	\$10,900,000	\$ 5,450,000	\$ 5,450,000

Explanation:

Total Project costs:	\$10,900,000	Bonney Lake's costs:	\$ 5,450,000
PWTF loan request (85%)	\$ 4,632,500	City Matching (15%, 0.5% interest)	\$ 817,500

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	<u>DATE</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>
James Rackley, Chairman	4-19-10		_____
Randy McKibbin	4-19-10		_____
Donn Lewis	4-19-10		_____

COMMITTEE COMMENTS: _____

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

Please schedule for City Council Meeting date of: April 27 , 2010

Consent Agenda: Yes No

PLANNED
SUMNER WWTP IMPROVEMENTS
5 YEAR BUDGET PLAN

	2010		2011		2012		2013		2014		Total		Beyond 2014	
	Sumner & B.L. Combined	BL's 50%	Sumner & B.L. Combined	BL's 50%	Sumner & B.L. Combined	BL's 50%	Sumner & B.L. Combined	BL's 50%	Sumner & B.L. Combined	BL's 50%	Sumner & B.L. Combined	BL's 50%	Sumner & B.L. Combined	BL's 50%
1 Flood Wall Barrier Improvement	\$ 1,400,000	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400,000	\$ 700,000	\$ -	\$ -
2 Digester Piping Improvements	\$ 110,000	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000	\$ 55,000	\$ -	\$ -
3 Copper Reduction Improvements	\$ -	\$ -	\$ 400,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 200,000	\$ -	\$ -
4 WWTP Expansion Phase 1 Design (15%) - (New Aeration Basin and New Secondary Clarifier)	\$ 1,060,800	\$ 530,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,060,800	\$ 530,400	\$ -	\$ -
5 WWTP Expansion Phase 1 Construction - (New Aeration Basin and New Secondary Clarifier)	\$ -	\$ -	\$ -	\$ -	\$ 3,889,500	\$ 1,944,800	\$ 3,889,500	\$ 1,944,800	\$ -	\$ -	\$ 7,779,200	\$ 3,889,500	\$ -	\$ -
6 Additional Influent Pumps Replacement (6 additional pumps)	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 75,000	\$ -	\$ -
7 WWTP Expansion Phase 2 Design (15%) - (New Primary Clarifier)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325,900	\$ 162,950
8 WWTP Expansion Phase 3 Construction - (New Primary Clarifier)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,388,100	\$ 1,194,050
Total	\$ 2,570,800	\$ 1,285,400	\$ 400,000	\$ 200,000	\$ 4,039,500	\$ 2,019,800	\$ 3,889,500	\$ 1,944,800	\$ -	\$ -	\$ 10,900,000	\$ 5,450,000	\$ 2,714,000	\$ 1,357,000



Washington State Public Works Board
 Public Works Trust Fund
 Construction Loan Application

FUNDS AVAILABLE ONLY UPON GOVERNOR AND
 2011 LEGISLATIVE APPROVAL FOR THE 2011-2013
 FISCAL YEARS STARTING:

DRAFT JULY 1, 2011

Eligible Jurisdictions	<ul style="list-style-type: none"> ▪ Counties, Cities, and Towns ▪ Water Districts ▪ Sewer Districts ▪ Public Utility Districts ▪ Other Districts (excluding Ports and School Districts)
Eligible Systems	<ul style="list-style-type: none"> ▪ Bridges ▪ Roads and Streets ▪ Domestic Water Systems ▪ Sanitary Sewer Systems ▪ Storm Water Systems ▪ Solid Waste and Recycling Systems
How to Apply	<ul style="list-style-type: none"> ▪ Hardcopy application (this Word file) – submit this form, also found at www.pwb.wa.gov/FORMS.HTM (see more details below) ▪ AVAILABLE after March 15, 2010 Web-based online application form – accessed at https://fortress.wa.gov/cted/pwbloantracking/ (contact your Client Service Representative for assistance on how to access PWeB, our database system)

	Due Date: Postmarked or Delivered on or before	Maximum Amount per Jurisdiction per Biennium	Hardcopy Application Submittals	Online Application Submittals (Available after 3/15/10)
Construction	May 11, 2010	\$10,000,000	Submit one signed original and a CD with the application in Microsoft Word format	After the online submittal, the PWeB-generated application form needs to be printed, signed, and delivered or postmarked on or before the due date

Mail/Ship/Hand Deliver to:

Public Works Board
 906 Columbia St SW
 PO Box 48319
 Olympia WA 98504-8319
 360.725.3150

For more information on the PWTF loan programs and for the **PWTF Application Guidelines**, please visit the Public Works Board's website at www.pwb.wa.gov.

APPLICATION REQUIREMENTS/CHECKLIST

Items that will cause the application to be rejected

- If the applicant municipality is planning under the Growth Management Act (GMA) RCW 43.155.070, has compliance, as of May 11, 2010, with GMA been verified?
 Yes No Don't Know **Verify with your Planning Department**
- Has the Applicant Certification form been read and signed by the appropriate authority?
Attach original signed document.
This must be signed in order for the application to be accepted for review.
- Has the Preparer Certification form been read and signed by the appropriate authority?
Attach original signed document.
This must be signed in order for the application to be accepted for review.
- Has the applicant adopted a policy to reduce greenhouse gas emissions?
 Yes No **SEE GUIDELINES FOR DETAILS**
TITLE OF POLICY: _____
DATE OF ADOPTION: _____

NOTE! The Governor will be releasing a statewide approach to implementing the Greenhouse Gas Reduction Bill (ESSSB 5560). This requirement may be adjusted to comply with the Governor's direction. Please check the website for updates: www.pwb.wa.gov

Items/Actions to ensure a complete application

- Have you read the PWTF Application Guidelines?
This document contains all the necessary information to assist you in applying for a PWTF loan.
To download the current PWTF Application Guidelines go to www.pwb.wa.gov/FORMS.HTM.
- If you are applying as a distressed community, have you read the distressed criteria described in the PWTF Application Guidelines?
To download the current PWTF Application Guidelines go to www.pwb.wa.gov/FORMS.HTM.
- Have all questions applicable to your type of system been answered?
Unanswered questions receive no points.
- Have all questions been answered completely?
Submitted information will be verified by Public Works Board staff.
- Have you verified the accuracy of the Project Cost sum and the Project Funding sum?
These figures must match and accurately reflect the sum of the costs and the sum of the funding.
- Is all relevant documentation (i.e., proof of other funding sources, regulatory orders, moratoriums, etc) attached?
- Has the application been reviewed by someone other than the person who completed the application?
- Have you made a copy, including all attachments, of the final, signed application package for your records?
- Applications and modifications (additions, removals, and substitutions) are allowed until:

6PM PST, MAY 11, 2010

After that time, no further changes will be accepted

TABLE OF CONTENTS

SECTION 1: GENERAL APPLICANT INFORMATION	1
PRIMARY SYSTEM AFFECTED BY THIS PROJECT (check only one).....	1
GENERAL APPLICANT INFORMATION.....	1
LEGISLATIVELY REQUIRED INFORMATION:.....	2
MEASURES OF FISCAL CAPACITY	2
RATE BASED SYSTEMS ONLY (i.e., Sanitary Sewer, Storm Water, Domestic Water, Solid Waste/Recycling)	3
ROADS/STREETS AND BRIDGES ONLY	4
SECTION 2: PROJECT INFORMATION.....	5
PROJECT DESCRIPTION	5
PROJECT'S SCOPE OF WORK.....	5
REQUIRED PERMITS (LOCAL, STATE, AND FEDERAL).....	5
PROJECT SCHEDULE	7
PROJECT COSTS	7
PROJECT FUNDING	9
SECTION 3: PROJECT NEED AND SOLUTION	11
PROJECT CATEGORY.....	12
GENERAL PROJECT NEED QUESTIONS	13
SYSTEM-SPECIFIC QUESTIONS	15
NEED AND SOLUTION NARRATIVE STATEMENT	19
SECTION 4: LOCAL MANAGEMENT EFFORT	20
READINESS-TO-PROCEED.....	20
LOCAL MANAGEMENT EFFORT (In the last 5 years).....	20
STEWARDSHIP OF WASHINGTON'S NATURAL RESOURCES (ESSSB 5560, SECTION 9) (In last 12 months)	22
APPLICANT CERTIFICATION.....	23
CERTIFICATION BY PREPARER OF APPLICATION.....	24

SECTION 1: GENERAL APPLICANT INFORMATION

TYPE OF LOAN **Public Works Trust Fund Construction**

PRIMARY SYSTEM AFFECTED BY THIS PROJECT (check only one)

- Domestic Water
 Sanitary Sewer
 Storm Water
 Solid Waste/ Recycling
 Road/ Street or Bridge

GENERAL APPLICANT INFORMATION

1.1	Applicant (Legal Name)	City of Bonney Lake											
1.2	Municipal Corporation Agency # (MCAG)	0	5	6	7	http://www.pwb.wa.gov/macg_listing.asp							
1.3	Federal Tax ID #	9	1	-	0	7	5	3	5	5	2		
1.4	Administrative office – Street Address	19306 Bonney Lake Blvd											
	Mailing Address – (if different from street)												
	City	Bonney Lake											
	State	WA	Zip	9	8	3	9	1	-	0	9	4	4
1.5	County	Pierce											
1.6	Legislative District http://apps.leg.wa.gov/DistrictFinder/Default.aspx	31st				Congressional District http://apps.leg.wa.gov/DistrictFinder/Default.aspx				8th			
1.7	Client's Contact Person	Douglas Budzynski											
	Title	Assistant City Engineer											
	Mailing Address –	19306 Bonney Lake Blvd											
	City	Bonney Lake											
	State	WA	Zip	9	8	3	9	1	-	0	9	9	4
	Telephone	(253) 447-4342											
	Email	budzynskid@ci.bonney-lake.wa.us											
1.8	Project Title	Sumner/Bonney Lake Wastewater Treatment Plant Upgrade Phase II											
1.9	PWTF Loan Request	\$4,632,500											
1.10	Total Project Cost	\$10,900,000											

RATE BASED SYSTEMS ONLY (i.e., Sanitary Sewer, Storm Water, Domestic Water, Solid Waste/Recycling)

THE RESPONSE MUST ADDRESS THE PRIMARY SYSTEM IDENTIFIED AT THE TOP OF THE APPLICATION. This information will assist the Board in evaluating the applicant system's financial capacity to incur debt. Please use system specific financial data to complete this section. This information may be found in the applicant's balance sheet as submitted to the State Auditor's Office (www.sao.wa.gov). The data will be used to calculate the ratio of debt, cash, and capital per capita. (Max 10 points)

1.14	Number of people in jurisdiction: 16,500	Number of people served by the system in 2009. 25,585	Percentage of people in the system affected by this project 100%
	Total outstanding debt for the system in 2009.		
	Cash and cash equivalents (deposits and all cash investments including restricted assets) for the system in 2009.		
	Land and capital assets, net of depreciation (construction in progress, building, machinery and equipment, infrastructure, and other improvements) for the system in 2009. (For those using Asset Management, not depreciation, enter annual value.)		

THE RESPONSE MUST ADDRESS THE PRIMARY SYSTEM IDENTIFIED AT THE TOP OF THE APPLICATION. This information will assist the Board in evaluating the applicant system's source of revenue. The data will be used to calculate the percent of monthly household income dedicated to utility services. (Max 4 points)

1.15	List the average monthly Equivalent Residential Unit (ERU) rates per 1,000 cubic feet for the last five years. (1 cubic foot = 7.48 gallons)	Year	Rate	% of increase
		2009	\$	%
		2008	\$	%
		2007	\$	%
		2006	\$	%
		2005	\$	%
If rates have not changed over the last five years, why not?				
What is the average monthly rate charged per 1,000 cubic feet to a single-family residence for this system? (1 cubic foot = 7.48 gallons)	Year	Monthly Utility Rate	Median Household Income (MHI)	Yearly Utility Rate (or monthly rate x 12) Divided by MHI
	2009	\$	\$	
	2008	\$	\$	

ROADS/STREETS AND BRIDGES ONLY

THE RESPONSE MUST ADDRESS THE PRIMARY SYSTEM IDENTIFIED AT THE TOP OF THE APPLICATION. This information will assist the Board in evaluating the applicant system's financial capacity to incur debt. Please use system specific financial data to complete this section. This information may be found in the applicant's balance sheet as submitted to the State Auditor's Office (www.sao.wa.gov). The data will be used to calculate the ratio of debt, cash, and capital per capita. (Max 10 points)

1.16	Number of people in jurisdiction:	Number of people served by the system in 2009.	Percentage of people in the system affected by this project: %
	Population served by the system in 2009.		
	Total outstanding debt for the system in 2009.		
	Cash and cash equivalents (deposits and all cash investments including restricted assets) for the system in 2009.		
	Land and capital assets, net of depreciation (construction in progress, building, machinery and equipment, equipment rental and revolving fund, infrastructure and other improvements) for the system in 2009. (For those using Asset Management, not depreciation, enter annual value.)		

THE RESPONSE MUST ADDRESS THE PRIMARY SYSTEM IDENTIFIED AT THE TOP OF THE APPLICATION. This information will assist the Board in evaluating the applicant system's source of revenue. The data will be used to evaluate the impact of system costs on the applicant system's population. (Max 4 points)

1.17	How much of the applicant's General Fund has been budgeted for the maintenance and operation of roads/streets and/or bridges?	Year	\$ Amount	%
		2009	\$	%
		2008	\$	%
		2007	\$	%
		2006	\$	%
	2005	\$	%	
	If roads and/or streets have not been budgeted for in the last five years, why not?			
If a road/street is added (including the extension of an existing road/street), what mechanism is used to "connect" customers to the new road/street and at what cost? (e.g., impact fees, system development charges)? See the Guidelines for further details.	Mechanism		Cost	
	\$			
	Monthly Impact Fee for 2009 (\$)	Median Household Income (MHI) for 2009	Yearly Impact Fee (or monthly fee x 12) Divided by MHI	
\$	\$			
	http://www.ofm.wa.gov/economy/hhinc/medinc.pdf			

SECTION 2: PROJECT INFORMATION

PROJECT DESCRIPTION

2.1 In 150 words or less, please describe the project to be completed. **(Not scored)**

Expanding treatment capacity through the construction of one additional aeration basin with a fourth aerator blower. Installation of one additional primary sludge pump and one hydrocyclone/grit classifier. Increase existing hydrolic capacity to meet projected flows by replacing influent pumps constructing a third secondary clarifier and associated pump room. Additional UV treatment capacity and increased effluent pump capacity. Increase treatment plant capacity to 8,500 and 9,100 lb/day of BOD and TSS respectively which meets projected waste loads thru 2028. Addition of chemical treatment storage and control systems effluent to remove dissolved copper from the effluent prior to discharging into the White River. Increase facility flood protection by raising by three feet the existing perimeter wall elevation with other devices including flood tables. Increasing effluent pump capacity during high river conditions and increased hydrolic capacity

PROJECT'S SCOPE OF WORK

2.2 Describe in detail all the activities required to complete this project.

This should include only the contract deliverables, e.g., number of feet and size of pipe to be laid, etc. The activities listed here will be incorporated into the loan contract should this project be selected for funding. Do not use this section to explain the problem.

The activities listed here must correspond with the 1) project schedule, 2) project costs, and 3) project funding. (Maximum of 4,000 characters including letters, spaces, and punctuation – 1 page with 1 inch margins and 61 lines is approximately 4,000 characters. SEE GUIDELINES)

(Not scored. Used as reference material in conjunction with schedule, costs, funding, and permitting.)

See attached documents below:

- A. Gray & Osborne Inc. – Wastewater Treatment Plant Capacity Increase Analysis, Table 5-2 City of Sumner WWTP Expansion Preliminary Capital Cost Estimate
- B. Floodwall Design & Construction Estimates
- C. Chemical Storage & Control System – Effluent Copper Removal Estimates

REQUIRED PERMITS (LOCAL, STATE, AND FEDERAL)

2.3 List permits required for the proposed project and indicate status of each permit (e.g., applied for, pending, issued, etc.) If no permits are required, explain why not. Needs to correspond with Question 4.1 Readiness-to-Proceed. Attach additional pages if more than five (5) permits are needed for the project. For assistance with permitting requirements, contact the Office of Regulatory Assistance or go to <http://www.ora.wa.gov>. **(Required Permits is not scored, but will be cross-referenced with Readiness-to-Proceed and may impact scoring associated with Readiness-to-Proceed.)**

Permit	Expected Date Submitted	Expected Date Issued or Received	Status
--------	-------------------------	----------------------------------	--------

1.			
2.			
3.			
4.			
5.			
If no permits are required, please explain why not.			

PROJECT SCHEDULE

2.4 Indicate the month and year when the activities were or will be completed. Schedule should clearly correspond to Question 4.1 Readiness-to-Proceed in the Local Management Effort section.
 (Project Schedule is not scored, but will be cross-referenced with Readiness-to-Proceed and may impact scoring associated with Readiness-to-Proceed.)

Activity	Current Status	% Complete	Completion Date (Mo/Yr)
Engineering Report			
Cultural and Historical Resources Review (Section 106 or Executive Order 05-05) ¹			
Environmental Review			
Land/Right-of-Way Acquisition			
Permits			
Public Involvement/Information			
Bid Documents			
Award Construction Contract			
Construction Start			
Construction Complete			
Project in Use			
Other:			
Other:			
Other:			

PROJECT COSTS

2.5 The Total Estimated Project Cost must equal the Total Project Funding in Question 2.6. The Project Costs table will become a part of the loan contract, should this project be approved for funding.
 (Project Costs is not scored, but will be cross-referenced with Readiness-to-Proceed and may impact scoring associated with Readiness-to-Proceed.)

Cost Category	Amount
Engineering Report	\$
Cultural and Historical Resources Review (Section 106 or Executive Order 05-05) ¹	\$
Environmental Review	\$
Land/Right-of-Way Acquisition	\$
Permits	\$
Public Involvement/Information	\$
Bid Documents	\$
Construction	\$
Other Fees (Sales or Use Taxes)	\$
Contingency (%)	\$

¹ The EO 05-05 requires recipients of state funds to consult with interested parties (i.e., Department of Archaeology and Historic Preservation, and Indian Tribes) prior to starting project construction. For PWTF construction loans, this consultation should take place as early as possible, in order to avoid delays in starting the project construction. If you have questions regarding this process, please contact Stephen Dunk at (360) 725-3157 or email him at Stephen.Dunk@pwb.wa.gov.

Other:	\$
Other:	\$
Other:	\$
TOTAL ESTIMATED PROJECT COST	\$

PROJECT FUNDING

2.6 The Total Project Funding must equal the Total Estimated Project Cost in Question 2.5. Construction applicants must have local matching funds. The minimum local match is 5% of the total project funding unless they qualify as a distressed jurisdiction. Refer to the PWTF Application Guidelines for more information on distressed jurisdictions criteria. List the local matching funds in the **Loans** and **Local Revenue** sections below. Please state the status of the project's funding sources as follows:

- Funds are **Planned** for if they are found in a formally adopted Capital Facilities Plan.
- Funds are **Applied** for if a formal application has been submitted to a funding source, and the funding source considers that application or funding request as having been submitted (attach notification from funder that application has been received).
- Funds are considered **Awarded** if a formal notice of approval for the funds is in place from the funding source (attach letter from funder or contract number). Local revenue must be in an approved budget to be considered in-hand.

The Project Funding table will become a part of the loan contract, should this project be approved for funding. (Project Funding is not scored but will be checked for accuracy and cross-referenced with Readiness-to-Proceed.)

Type of Funding	Identify Source ²	Amount	Status (Planned, Applied for, Awarded, etc.)	Contract/Reference Number
Grants (State/Federal Agency or Organization) – Non Match				
Grant #1		\$		
Grant #2		\$		
Grant #3		\$		
Total Grants		\$		
Prior PWTF PreConstruction Loans – Non Match				
Non-Match Loan #1		\$		
Non-Match Loan #2		\$		
Total Prior PWTF PreConstruction Loans		\$		
Loans (State, Federal, Private Agency or Organization) – Local Match				
This PWTF Request	Public Works Board	\$	Proposed	
Other Loan #1		\$		
Other Loan #2		\$		
Total Loans		\$		
Local Revenue (Rates, General Fund, Levies, Reserves, Assessments, ULID, LID, etc.) – Local Match				
Local Revenue #1		\$		
Local Revenue #2		\$		
Local Revenue #3		\$		
Total Local Revenue		\$		
Other Funds				
Other Funds #1		\$		
Total Other Funds		\$		
TOTAL PROJECT FUNDING		\$		

² If federal funds are included in the project funding package, the project is subject to the federal Section 106 Cultural Historic Requirements. If you have questions regarding this process, please contact Stephen Dunk at (360) 725-3157 or email him at Stephen.Dunk@pwb.wa.gov.

2.7	Are there any constraints on the identified funding sources in Question 2.6 Project Funding? If yes, please explain. (Not scored)	<input type="checkbox"/> Yes	<input type="checkbox"/> No															
2.8	Please describe what attempts have been made to secure resources for funding this project other than applying for this PWTF loan (e.g., applied for other grants and loans, issued bonds, etc.). Please be specific. (Not scored)																	
<table border="1"> <thead> <tr> <th data-bbox="233 464 889 514">Attempt Description</th> <th data-bbox="899 464 1130 514">Date</th> <th data-bbox="1140 464 1393 514">Outcome</th> </tr> </thead> <tbody> <tr> <td data-bbox="233 520 889 562"></td> <td data-bbox="899 520 1130 562"></td> <td data-bbox="1140 520 1393 562"></td> </tr> <tr> <td data-bbox="233 569 889 611"></td> <td data-bbox="899 569 1130 611"></td> <td data-bbox="1140 569 1393 611"></td> </tr> <tr> <td data-bbox="233 617 889 659"></td> <td data-bbox="899 617 1130 659"></td> <td data-bbox="1140 617 1393 659"></td> </tr> <tr> <td data-bbox="233 665 889 707"></td> <td data-bbox="899 665 1130 707"></td> <td data-bbox="1140 665 1393 707"></td> </tr> </tbody> </table>				Attempt Description	Date	Outcome												
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<table border="1"> <tr> <td data-bbox="233 714 565 772">If no attempts have been made, please explain why not.</td> <td colspan="3" data-bbox="574 714 1393 772"></td> </tr> </table>				If no attempts have been made, please explain why not.														
If no attempts have been made, please explain why not.																		

SECTION 3: PROJECT NEED AND SOLUTION

This section includes a series of questions related to the need for the project and the proposed solution to the problem. Have thorough and complete responses.

Attach any verifying information if necessary to clarify the degree of the problem (i.e., regulatory orders, negotiated letters of agreement, etc.).

This is the applicant's opportunity to state the problem and its impact on the community.

The information below states the Program's priorities, which are used to recommend projects for funding.

- The program priority in which they fall,
- Need assessment,
- How well the situation is documented, and
- How well the proposed solution addresses the problem.

<p>Program Priorities:</p>	<ol style="list-style-type: none"> 1. Public health and safety 2. Environmental health 3. System performance (Repair/Replacement) 4. Growth / Economic Development 						
<p>Assessing Need:</p>	<table border="0"> <tr> <td style="vertical-align: top;"> <p>SEVERE SITUATION – or – CHANCE OPPORTUNITY</p> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Project is to fix systems that have failed, are in imminent danger of failing, and/or are currently out of regulatory compliance (under an active regulatory order); • An economic opportunity has presented itself provided that the local government improves infrastructure to enable the opportunity. </td> </tr> <tr> <td style="vertical-align: top;"> <p>MODERATE</p> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • The project is being done to meet emerging regulatory requirements and/or the project is being done to bring a non-compliant (but not under regulatory order) system up to existing standards; • Local government is improving the local business climate for future business expansion </td> </tr> <tr> <td style="vertical-align: top;"> <p>POTENTIAL/ PREVENTATIVE</p> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Project is necessary for the repair or replacement (end of lifecycle) • Project is being done to enable potential opportunities for growth and/or economic development </td> </tr> </table>	<p>SEVERE SITUATION – or – CHANCE OPPORTUNITY</p>	<ul style="list-style-type: none"> • Project is to fix systems that have failed, are in imminent danger of failing, and/or are currently out of regulatory compliance (under an active regulatory order); • An economic opportunity has presented itself provided that the local government improves infrastructure to enable the opportunity. 	<p>MODERATE</p>	<ul style="list-style-type: none"> • The project is being done to meet emerging regulatory requirements and/or the project is being done to bring a non-compliant (but not under regulatory order) system up to existing standards; • Local government is improving the local business climate for future business expansion 	<p>POTENTIAL/ PREVENTATIVE</p>	<ul style="list-style-type: none"> • Project is necessary for the repair or replacement (end of lifecycle) • Project is being done to enable potential opportunities for growth and/or economic development
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<p>Supporting Documentation:</p>	<table border="0"> <tr> <td style="vertical-align: top;"> <p>SEVERE SITUATION – or – CHANCE OPPORTUNITY</p> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Court orders • Official regulatory orders • Negotiated agreement with an external agency • A letter of commitment/intent from a business </td> </tr> <tr> <td style="vertical-align: top;"> <p>MODERATE</p> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • External agency is driving the project/timeline • Project specific formal studies and/or reports (either from an internal or external source) </td> </tr> <tr> <td style="vertical-align: top;"> <p>POTENTIAL/ PREVENTATIVE</p> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • A letter of interest from a business • Internal monitoring • Awareness of a problem </td> </tr> </table>	<p>SEVERE SITUATION – or – CHANCE OPPORTUNITY</p>	<ul style="list-style-type: none"> • Court orders • Official regulatory orders • Negotiated agreement with an external agency • A letter of commitment/intent from a business 	<p>MODERATE</p>	<ul style="list-style-type: none"> • External agency is driving the project/timeline • Project specific formal studies and/or reports (either from an internal or external source) 	<p>POTENTIAL/ PREVENTATIVE</p>	<ul style="list-style-type: none"> • A letter of interest from a business • Internal monitoring • Awareness of a problem
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<p>POTENTIAL/ PREVENTATIVE</p>	<ul style="list-style-type: none"> • A letter of interest from a business • Internal monitoring • Awareness of a problem 						
<p>Proposed Solution</p>	<table border="0"> <tr> <td style="vertical-align: top;"> <p>SEVERE SITUATION – or – CHANCE OPPORTUNITY</p> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Solution clearly solves the problem • Solution clearly meets the need </td> </tr> <tr> <td style="vertical-align: top;"> <p>MODERATE</p> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Solution does not solve the entire problem or fully address the need </td> </tr> <tr> <td style="vertical-align: top;"> <p>POTENTIAL/ PREVENTATIVE</p> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Solution does not meet the problem or the need </td> </tr> </table>	<p>SEVERE SITUATION – or – CHANCE OPPORTUNITY</p>	<ul style="list-style-type: none"> • Solution clearly solves the problem • Solution clearly meets the need 	<p>MODERATE</p>	<ul style="list-style-type: none"> • Solution does not solve the entire problem or fully address the need 	<p>POTENTIAL/ PREVENTATIVE</p>	<ul style="list-style-type: none"> • Solution does not meet the problem or the need
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<p>POTENTIAL/ PREVENTATIVE</p>	<ul style="list-style-type: none"> • Solution does not meet the problem or the need 						

PROJECT CATEGORY

3.1 For the applicant's primary system, as selected at the top of this application, identify the sub-category that is most affected by the proposed project. **Check only one.**
(Max 8 points; the Board may take this into consideration during deliberation of the construction loan list as a balancing factor.)

Domestic Water	8 points <input type="checkbox"/> Treatment	6 points <input type="checkbox"/> Primary Supply or Source	4 points <input type="checkbox"/> Secondary Supply or Source	2 points <input type="checkbox"/> Storage or Reservoir	1 point <input type="checkbox"/> Transmission	1 point <input type="checkbox"/> Distribution	1 point <input type="checkbox"/> Telemetry or Equipment	1 point <input type="checkbox"/> Conservation or Other
Sanitary Sewer	8 points <input checked="" type="checkbox"/> Treatment/Reclamation	6 points <input type="checkbox"/> Interceptor or Trunk Line	4 points <input type="checkbox"/> Pump Lift Station	2 points <input type="checkbox"/> Collector	1 point <input type="checkbox"/> Telemetry or Equipment	1 point <input type="checkbox"/> Conservation or Other		
Storm Water	8 points <input type="checkbox"/> Treatment	6 points <input type="checkbox"/> Storage or Detention	4 points <input type="checkbox"/> Interceptor or Trunk Line	2 points <input type="checkbox"/> Collector	1 point <input type="checkbox"/> Other			
Solid Waste/ Recycling	8 points <input type="checkbox"/> Remedial Action	6 points <input type="checkbox"/> Final Disposal	4 points <input type="checkbox"/> Transfer Station	2 points <input type="checkbox"/> Waste Reduction or Recycling	1 point <input type="checkbox"/> Other			
Road/Street or Bridge	8 points <input type="checkbox"/> Principal Arterial	6 points <input type="checkbox"/> Minor Arterial	4 points <input type="checkbox"/> Major Collector	2 points <input type="checkbox"/> Minor Collector	1 point <input type="checkbox"/> Local/Other			

GENERAL PROJECT NEED QUESTIONS

The answers to Questions 3.2 through 3.11 must relate to the **primary system** as identified at the top of the application. Be thorough and complete when responding.

(Max 52 points; scoring will be derived from the responses to Questions 3.2-3.31.)

3.2	Please describe the current age, condition, and materials which make up the components of the system being corrected by the project (example: 40-year old AC pipes that are deteriorating, 10-year old crack seal).		
	Existing dike elevation too low. Raising walls increases protection from flood events. Department of Ecology's has notified the city that the influent has reached 85% of design criteria for total suspended solids for 3 consecutive months. Phase II will include facilities for meeting copper removal from the effluent as well as redundancy to existing processes.		
3.3	What are the impacts the existing situation has, or will have, on the system's operation and expenses, if this project is not completed?		
	Increased risk of major damage to the WWTF from flooding. Increased probability of NPDES permit violations for copper, ammonia, BOD and TSS percent removal and quality. Risks for environmental fines, third party lawsuits, and sewer service moratoriums.		
3.4	What are the impacts the existing situation has, or will have, on the environment and/or endangered species, if this project is not completed?		
	Flooding will cause a major failure of the WWTF. Raw sewage directly flowing to the rivers could occur with the possibility that this could reduce treatment quality and permit compliance for months. The current 2 aeration basins does not allow for effective treatment when one unit is out of service risking NPDES permit violations. High influent flow events add excessive grit inflow overwhelming treatment processes.		
3.5	What will happen, not already answered above, if this project is not completed?		
	Copper removal from the effluent will be less effective with less operational controls to maintain chemical dosage and safety and storage in handling the storage of chemicals resulting in higher operational costs.		
3.6	What are the community/regional/statewide benefits of this project?		
	The WWTF serves 2 cities, Sumner and Bonney Lake, as well as a small portion of Pierce County near Bonney Lake. Waters of the state will be protected from failures of the WWTF due to increased flood protection. Increased reliability in adding redundant treatment processes will reduce the risk of NPDES permit violations.		
3.7	Is this project being done in partnership with any other organizations/agencies? If Yes, please identify the partner(s) and describe the roles of each partner.		
	See Guidelines for details. www.pwb.wa.gov/FORMS.HTM <i>(The Board may take this into consideration during deliberation of the construction loan list as a balancing factor.)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	City of Sumner		
3.8	Are there any barriers or time constraints restricting or delaying the completion of this project? If Yes, please describe.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3.9	Is this project being done to meet emerging regulatory requirements or economic opportunities? If yes, please describe.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Dept. of Ecology has notified the city that we have reached 85% of the design capacity of the influent design criteria for Total Suspended Solids (TSS). In addition, copper limits require modifications to treatment processes in the current NPDES permit.		
3.10	Have any other measures/activities been undertaken to address the problem/situation/opportunity? If Yes, please describe. If No, why not?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Both Sumner and Bonney Lake have grease trap and industrial monitoring programs. We have put online a temporary copper control system.		
3.11	What is the system's current capacity level?	What is the system's maximum capacity?	What is the system's remaining capacity at the time of this application?

SYSTEM-SPECIFIC QUESTIONS

Please answer only those questions that relate to the primary system as selected at the top of the application.

Domestic Water Projects ONLY (in the last five years)					
3.12	What is the current status of the applicant's operating permit? http://www.doh.wa.gov/ehp/dw/sentry.htm	Red	Yellow	Blue	Green
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.13	Does the applicant have sufficient water rights for the project? If no, explain the status of the situation including a time when the water rights will be acquired.	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
3.14	Is the applicant taking over a failing water system? <i>(The Board may take this into consideration during deliberation of the construction loan list as a balancing factor.)</i>	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
		Identify system:		Date taken over:	
3.15	Has the system had any boil water orders? If yes, indicate when, for how long, and how (or if) the issue was corrected.	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
		Date(s):		Duration(s):	
3.16	Have there been any connection moratoriums? If yes, indicate when, for how long, and how (or if) the moratorium was lifted.	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
		Date(s):		Duration(s):	
3.17	Has there been more than 10% unaccounted for water loss? If yes, please describe the current situation including whether or not the water loss has been stopped or decreased.	<input type="checkbox"/> Yes		<input type="checkbox"/> No	

Sanitary Sewer/Storm Water Projects (in the last five years)

3.18	Is the applicant currently meeting National Pollutant Discharge Elimination System (NPDES) permit and/or State Waste Discharge Permit (SWDP) limits?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3.19	Has the applicant had violation(s) of NPDES and/or SWDP permit(s)? If yes, indicate the type of violation, when it occurred, and how (or if) it was resolved.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		Violation(s):	Date(s):
		Effluent Total Copper – Maximum Daily, Average Monthly	See Attached Table 3.19a
Beginning May 1, 2008 and ending May 1, 2011 Effluent Total Copper Max. Daily and Average Monthly violations ceased due to higher NPDES temporary limits.			
3.20	Has the applicant had any Combined Sewer Overflows (CSO)? If yes, indicate the type of violation, when it occurred, the volume of the violation, and how (or if) it was resolved.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
		Violation(s):	Date(s):
		Volume(s):	
3.21	Has the applicant's system caused any environmental degradation (i.e., shellfish bed closures, water temperature increase, 303(d) list water body, etc.)? If yes, indicate the type of degradation, when it occurred, and how (or if) it was resolved.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Total Copper in the effluent discharge to the rivers does not meet State Water Quality Standards consistently without further treatment either chemical or biological.			
3.22	Has the applicant's system had hookup moratoriums? If yes, indicate when, for how long, and how (or if) the moratorium was lifted.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
		Date(s):	Duration(s):

Solid Waste/Recycling Projects ONLY (in the last five years)		
3.23	Has the applicant's system caused negative impacts on ground water? If yes, please explain the impact and, if resolved, what was done to solve the problem.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.24	Is the applicant's system currently under a consent decree or any other order? If yes, please identify the consent decree(s) and/or order(s) and, if lifted, what was done to lift the decree(s)/order(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.25	Has the applicant's system caused any environmental degradation (i.e., shellfish bed closures, water temperature increase, 303(d) list water body, ground water, etc.)? If yes, indicate the type of degradation, when it occurred, and how (or if) it was resolved.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Effluent temperature is higher than river water temperature at mixing zone. NPDES permit requires Receiving Water and Effluent Temperature Study that is ongoing.		
3.26	Is the solid waste or recycling facility consistent with, and necessary for, the implementation of local government's adopted comprehensive solid waste management plan? If no, please clarify.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Road/Street or Bridge Projects ONLY (in the last five years)							
3.27	What is the project area's current Level of Service (LOS). Please mark the appropriate LOS. http://www.wsdot.wa.gov/maintenance/mgmt/service.htm	LOS A	LOS B	LOS C	LOS D	LOS E	LOS F
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	What is the project area's adopted LOS? Please mark the appropriate LOS. http://www.wsdot.wa.gov/maintenance/mgmt/service.htm	LOS A	LOS B	LOS C	LOS D	LOS E	LOS F
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Upon project completion, what is the project area's anticipated LOS? Please mark the appropriate LOS. http://www.wsdot.wa.gov/maintenance/mgmt/service.htm	LOS A	LOS B	LOS C	LOS D	LOS E	LOS F
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If the proposed project will not achieve the minimum locally adopted LOS, please explain why not.							
3.28	Describe existing hazard(s) within the project limits and how this project mitigates the hazard(s), or why the project will not resolve the hazard(s).						
3.29	Provide the project area's vehicle accident history (in percent of events per vehicular mile).	% of property damage accidents per vehicular mile	% of injury accidents per vehicular mile	% of fatality accidents per vehicular mile	Total number of accidents		
3.30	Does the project area have any officially imposed weight limits or road/street restrictions? If Yes, list the restrictions and attach supporting documentation (resolution, moratorium, etc.).	<input type="checkbox"/> Yes		<input type="checkbox"/> No			
3.31	For road/street projects only: What is the project area's current pavement rating using the Pavement Condition Index scale of 0-100? http://training.ce.washington.edu/WSDOT/state_information/11_pavement_management/wsdot_pms.htm						
For bridge projects only: What is the bridge's current rating?							

NEED AND SOLUTION NARRATIVE STATEMENT

3.32 Please include a Problem-Solution-Result narrative about the problem being solved. This is the applicant's opportunity to state the problem or possibility, its impact on the community and the benefits to be achieved through this project. Attach relevant documents (i.e., regulatory orders, negotiated letter of agreements, resolutions, moratoriums, etc.) to clarify the degree of the problem or opportunity. The project need will be evaluated on:

- Clarity of the need, including whether it is substantiated by data and documentation
- A comparison of the relative hardship or possibility and the frequency of the identified need
- The level of urgency required to address the need.

Please use a maximum of 4,000 characters in each response box: Problem, Solution, and Result (including letters, spaces, and punctuation).
1 page with 1 inch margins and 61 lines is approximately 4,000 characters. SEE GUIDELINES

Problem/Opportunity: Please describe the problem, or opportunity, facing the community.

Solution: Please describe the solution proposed to address the **Problem** or develop the **Opportunity**.

Result: Please describe the results or benefits anticipated with the proposed **Solution**.

SECTION 4: LOCAL MANAGEMENT EFFORT

Local Management Effort responses are system specific and should be based on the primary system identified at the top of the application.

READINESS-TO-PROCEED

4.1	All responses are based on "at the time of application." If the applicant is not required to do a particular task, list N/A in "% completed at time of application" box <u>and</u> explain why the task is not required. In order to receive points for a task marked "N/A," an explanation must be included in the box below.	% completed at time of application (or N/A)
	Applicant certifies that the status of engineering and design is complete. (Max 5 points) Name and license number of certified engineer <u>assigned</u> to the project:	
	Name: _____ License #: _____	%
	Applicant certifies that all applicable permits are in hand* (Max 4 points)	%
	Applicant certifies that bid documents are ready* (Max 4 points)	%
	Applicant certifies that right-of-way/easement for project is acquired* (Max 3 points)	%
	Applicant certifies that cultural and historic and environmental reviews are complete. Please attach verification that consultation with both Department of Archeological and Historic Preservation (DAHP) and concerned tribe(s) has been completed. <u>SEE GUIDELINES</u> (Max 2 points)	%
	Applicant certifies that project is in a current and adopted Capital Facilities Plan (the plan should meet the Board's criteria as described in the PWTF Application Guidelines) (Max 1 point)	%
	If "N/A" is listed for any of the above tasks explain why the activity is not required.	

*These items must match the project's Scope of Work as identified in Question 2.2 in this application, as well as the Project Schedule (Question 2.4).

LOCAL MANAGEMENT EFFORT (In the last 5 years)

4.2	What is the applicant's process for establishing the project system's maintenance schedule? How frequently is the system's maintenance schedule reviewed and updated? Give two specific examples of maintenance or operations activities performed on this system. If unable to give two examples from the prior five years, please explain why not. (Max 1 point)
-----	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Maintenance/
Operations Activity
Example 1:

The WWTF has a maintenance program Advantis that is used to track and generate equipment service work orders and repairs as part of our routine maintenance program.

Maintenance/
Operations Activity
Example 2:

The WWTF stocks and resupplies an inventory of recommended spare parts of all critical equipment.

4.3 List two distinct and separate capital improvements, other than this project, made to the system.
If unable to give two examples from the prior five years, please explain why not. **(Max 1 point)**

Capital
Improvements
Example 1:

Major rehabilitation/replacement of 9 sewage lift stations within the Sumner sewer system. Slip lining of major transmission sewer line downtown.

Capital
Improvements
Example 2:

Upgrade of the WWTF adding capacity and ammonia removal requirements of NPDES permit as well as building solids handling facility producing Class A Biosolids and removal of chlorine disinfection systems replaced with ultraviolet light.

4.4		Describe the planning and public involvement activities performed that identify and/or prioritize local public works maintenance and capital needs for the applicant system. Give two specific examples of planning activities performed on this system in the last five years. If unable to do so, please explain why not. (Max 1 point)
	Planning Activity Example 1:	
	Planning Activity Example 2:	

STEWARDSHIP OF WASHINGTON'S NATURAL RESOURCES (ESSSB 5560, SECTION 9) (In last 12 months)

4.5		During the last 12 month period, what three things have been done with the applicant system to demonstrate good stewardship of Washington State's natural resources such as the reduction of greenhouse gas emissions? If nothing has been done, please explain why not. SEE GUIDELINES (Max 3 points)
	Good stewardship activity Example 1:	Regional 24-Hour Public Access Recycling Center for aluminum cans, cardboard, plastic bottles, newspaper
	Good stewardship activity Example 2:	Class "A" Biosolids are recycled 100% within the local community
	Good stewardship activity Example 3:	Storm water retention ponds utilizing FFA animal grazing vegetation control in coordination with the Sumner School District

ORDINANCE NO. D10-74

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, UPDATING THE SIGN CODE TO ALLOW NONPOLITICAL CAMPAIGN SIGNS IN THE RIGHT OF WAY

WHEREAS, The purpose of this ordinance is to allow for nonpolitical campaign signs in the right of way;

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

Section 1. BLMC Chapter 15.28.010 is hereby amended to read as follows:

15.28.010 Purpose.

The primary purpose of this chapter shall be to regulate the type, placement, and physical dimensions of signs within the different land use zones through implementation of the goals, objectives, and policies of the city's comprehensive plan as amended from time to time including, without limitation, the community character and design element of the plan. This chapter is also intended to avoid visual clutter that may adversely impact traffic and pedestrian safety, or be adverse to property values, business opportunities and the city's appearance and to prevent and abate public nuisances. This is intended to afford noncommercial speech the same or greater protection afforded commercial speech and to not regulate noncommercial speech to a stricter standard than commercial speech, to recognize commercial communication requirements of all sectors of the business community, encourage the innovative use of design, promote both renovation and proper sign maintenance, and allow for special circumstances as determined by the sole discretion of the planning and community development director or administrative designee, and promote a positive visual image of the city and protect property values by encouraging signs that are appropriate and consistent with surrounding buildings and landscape in both scale and design, the size of the subject property and building, and the amount of street frontage adjacent to the subject property. These purposes shall be accomplished by regulation of the display, construction, use, and maintenance of signs. No sign shall be permitted as a main or accessory use except in accordance with the provisions of this chapter.

Section 2. BLMC Chapter 15.28.030 is hereby amended to read as follows:

15.28.030 Definitions.

"Nameplate" means a nonelectric on-premises identification sign giving only the name, address, and/or occupation of an occupant or group of occupants.

"Nit" means a luminance unit equal to one candle per square meter measured perpendicular to the rays from the source.

"Nonpolitical campaign sign" means a temporary sign for civic, religious, or other fund

drives or events.

“Nonconforming sign” means a sign which was erected legally but which does not comply with subsequently enacted sign restrictions and regulations; a sign which does not conform to the sign code requirements but for which a special permit has been issued.

Section 3. BLMC Chapter 15.28.080(A) is hereby amended to read as follows:

A. Civic Organization Signs. Permanent nonilluminated signs used by churches, schools, or civic organizations not over 12 square feet in area when the sign is located on the institution’s premises.

B. Construction/Contractor Signs. One construction sign for each street frontage of a construction project, not to exceed six square feet per face in area in residential zones or 24 square feet in area in all other zones. Such signs may be erected seven days prior to commencement of construction and shall be removed within seven days following completion of construction or issuance of the final certificate of occupancy. In addition, failure to remove signs within 48 hours following completion of the project may result in an assessment in the cost of their removal pursuant to Chapter [14.130](#) BLMC.

C. Directional/Informational Signs. Total of two or less square feet per face. In addition, failure to remove signs within 48 hours following completion of event or activity may result in an assessment in the cost of their removal pursuant to Chapter [14.130](#) BLMC.

D. Garage/Yard Sale Signs. A maximum of two movable A-frame signs or signs on stakes may be placed on rights-of-way for any garage/yard sale. Such signs shall only be displayed between dawn and dusk on the days of the sale. A maximum of four square feet per face is allowed. Any such sign in violation of these requirements shall be removed in accordance with Chapter [14.130](#) BLMC. Garage/yard sale signs are not allowed to be affixed to utility poles or light standards and traffic signs. In addition, failure to remove signs within 48 hours following completion of event or activity may result in an assessment in the cost of their removal pursuant to Chapter [14.130](#) BLMC.

E. Incidental Signs. Incidental signs and sandwich board signs are permitted in all commercial and manufacturing zones not to exceed eight square feet in aggregate sign area per occupancy. A double-sided sandwich board with no other incidental sign may be no greater than two feet by two feet. A single-sided sandwich board with no other incidental sign may be no greater than four feet by two feet. Sandwich board signs are to be maintained on the business’ premises, not in a public right-of-way.

F. Nameplates. Nameplates identifying the occupant of a residence or business office shall not exceed two square feet in area per face.

G. Political Signs. Political signs may be permitted up to a maximum of four square feet per face in area without a sign permit. In no case shall political signs in rights-of-way exceed four square feet in area. Political signs shall be removed within seven days following the election or referendum for which they were posted, except that signs promoting successful candidates in a primary election may remain displayed until seven days following the subsequent general election. Such signs shall not be posted on any public utility pole, public building, public information or traffic sign, or public structures. Political signs may be placed on parking strips/public rights-of-way where such signs are installed pursuant to the permission of the owner of the property abutting said parking

strip and within public rights-of-way; provided, that they are installed in such a manner as not to constitute a traffic hazard or impair or impede pedestrian thoroughfares. Political signs may be placed on private property only with the permission of the property owners. Spacing of signs and total numbers of signs are not regulated. In addition, failure to remove signs within ~~48 hours~~ seven days following completion of event or activity may result in an assessment in the cost of their removal pursuant to Chapter [14.130](#) BLMC.

H. Public Signs or Notices. Public signs or notices such as, but not limited to, notice of land use action signs, posted by the city of Bonney Lake, or any sign relating to an emergency.

I. Subdivision Signs, Off-Premises. A maximum of one off-premises temporary sandwich board sign per direction-altering intersection (intersection in which the home-shopper would have to alter direction) per residential subdivision or group of residences, not to exceed six square feet in sign area per face, shall be permitted. The following conditions shall apply to all off-premises real estate signs: the signs shall be displayed only during the time that the premises are actually being shown for “open house” and shall not be placed so as to cause a hazard (for example, blocking sight distances at intersections); the signs shall only be displayed between dawn and dusk; no more than one sign per property at any street intersection shall be permitted for any developer, broker, or seller; signs cannot be located within the public right-of-way. In addition, failure to remove signs the same day of event or activity such as an open house may result in an assessment in the cost of their removal pursuant to Chapter [14.130](#) BLMC.

J. Real Estate Signs, Group Sale/Rent/Lease. Signs advertising the sale of lots and/or houses in a subdivision or multifamily units may be located at the entrance of the development; provided, that no more than one such sign no larger than 12 square feet in area per face, and eight feet in height, may be installed at one time at any entrance. The signs shall not be located on a public right-of-way. The maximum duration for any such sign shall be two years or whenever the property advertised is sold, rented, or leased, whichever occurs first. The applicant may request one extension not to exceed one year; otherwise the sign shall be removed.

K. Real Estate Signs, Residential Individual Sale/Rent/Lease. Such signs shall not exceed six square feet in area per face. Only one sign is permitted per street frontage. Sign height shall not exceed eight feet. Any such sign shall not be located within a public right-of-way. Such sign shall advertise only the property on which the sign is located, and the sign shall be removed by the owner or agent within seven days of the sale closing date or the occupancy of the rental unit.

L. Real Estate Signs, Commercial Individual Sale/Rent/Lease. Signs advertising commercial or industrial property shall not exceed 24 square feet in area per face. Only one sign is permitted per street frontage. Sign height shall not exceed eight feet. Such signs shall be located completely on the property for sale, rent, or lease and are not permitted within a public right-of-way. Such signs may only be displayed while the building or portion thereof is actually for sale, rent, or lease, and the sign shall be removed by the owner or agent within seven days of the sale closing date.

M. Window Signs. Signs installed inside a window of a business establishment which are intended to be viewed from the outside and which are only legible from a distance of eight feet or less.

N. Nonpolitical Campaign Signs. Temporary nonpolitical signs announcing a campaign, drive or event of a civic, philanthropic, educational or religious organization may be allowed upon any lot up to a maximum of four square feet per face in area without a sign permit and up to a total of forty (40) signs within City limits. Such signs may be placed on parking strips/public rights-of-way where such signs are installed pursuant to the permission of the owner of the property abutting said parking strip and within public rights-of-way; provided, that they are installed in such a manner as not to constitute a traffic hazard or impair or impede pedestrian thoroughfares. Additionally, nonpolitical signs may be placed on private property in keeping with the requirements of this section. Sign height shall not exceed four feet. Such signs may be posted fourteen (14) days prior to the event, drive, campaign, etc. provided that the organization's representative submit, in writing, a notice to the Community Development Department of the name and contact information of the responsible party at least ten (10) days prior to posting. Such signs shall not be posted on any public utility pole, public building, public information or traffic sign, or public structures. Such signs shall be removed within five days after the event, drive, campaign, etc. In addition, failure to remove signs within 48 hours following completion of event or activity may result in an assessment in the cost of their removal pursuant to Chapter 14.130 BLMC

Section 4. A new Section of Chapter 15.28 is hereby added to read as follows:

15.28.300 Liability of city. This chapter shall not be construed to relieve from or lessen the responsibility of any person owning, building, altering, constructing or moving any sign in the city for damages to anyone injured or damaged either to person or property by any defect therein; nor shall the city, or any agent thereof, be held as assuming such liability by reason of a permit or inspection authorized in this chapter or a certificate of inspection issued by the city or any of its agents

Section 5. If any portion of this Ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

Section 6. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this _____ day of _____, 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:

Valid:

Published:

Effective Date: