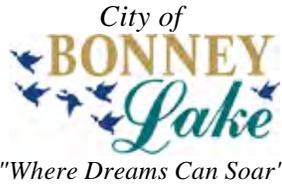


CITY COUNCIL MEETING

**May 11, 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.

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:

a. **AB10-84** - A Motion of the Bonney Lake City Council Confirming the Mayor's Appointment of Tom Watson to the Bonney Lake Design Commission.

3. Presentations:

a. **Proclamation:** Public Works Week, May 16 - 22, 2010.

D. Agenda Modifications:

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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.

9-24

A. Approval of Minutes: April 20, 2010 Council Workshop, April 27, 2010 Special Council Meeting and April 27, 2010 Council Meeting.

B. Accounts Payable Checks/Vouchers: Accounts Payable checks/vouchers #58468 thru 58528 (including wire transfer #'s 3022010, 4022010, 4152010, 4192010 & 41520101) in the amount of \$1,845,955.36. Accounts Payable checks/vouchers #58529 for a Utility Refund in the amount of \$100.00. Accounts Payable checks/vouchers #58530 thru 58568 in the amount of \$116,852.89. Accounts Payable checks/vouchers #58569 for a Utility Refund in the amount of \$162.35.

C. Approval of Payroll: Payroll for April 16-30th 2010 for checks 28953-28984 including Direct Deposits and Electronic Transfers in the amount of \$ 554,723.26

25-41

D. AB10-77 - Resolution 2031 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water And Sewer Developer Extension Agreement With Washington State University Short Plat.

43-68

E. AB10-79 - Resolution 2033 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Purchase And Sale Agreement With The Sumner School District To Provide Right-

Page

Of-Way For The Safe Routes To School Project.

69-81

- F. **AB10-81 - Resolution 2035** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water Developer Extension Agreement With First Pentecostal Church Of Puget Sound.

V. FINANCE COMMITTEE ISSUES:

83-90

- A. **AB10-86 - Resolution 2038** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Entering Into A SEPA Mitigation Agreement With Sumner School District For The Bonney Lake Elementary School Remolding Project.

91-101

- B. **AB10-87 - Resolution 2039** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Approval Of A Contract With The Washington State Department Of Transportation To Modify Pond A And Pond C In Eastown.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

VII. PUBLIC SAFETY COMMITTEE ISSUES:

VIII. FULL COUNCIL ISSUES:

103-107

- A. **AB10-58 - Ordinance D10-58** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Repealing Chapter 9.66 Of The Bonney Lake Municipal Code And Ordinance No. 703 § 2, And Replacing It With A New Chapter 9.66 - Peddlers.

109-110

- B. **AB10-90 – Resolution 2041** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Opposing The County Council’s Formation Of A Flood District.

IX. EXECUTIVE SESSION:

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

X. ADJOURNMENT

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

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

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

<u>Department / Staff Contact:</u> ASD / Harwood T. Edvalson	<u>Workshop / Meeting Date:</u> 11 May 2010	<u>Agenda Bill Number:</u> AB10-84
<u>Ordinance Number:</u>	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject:

Proposed Motion: A Motion of the Bonney Lake City Council Confirming the Mayor's Appointment of Tom Watson to the Bonney Lake Design Commission.

Administrative Recommendation: Adopt the motion confirming Tom Watson to a term on the Design Commission.

Background Summary: Although appointments to the Design Commission do not require council confirmation, it has been Mayor Johnson's practice to seek Council support for his appointments to the various boards and commissions. Mr. Watson's application is attached. He has been invited to attend this meeting to respond to any questions the Council may have for him.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation: No budget impact.			

COMMITTEE/BOARD REVIEW:

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

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): May 11, 2010	Tabled To Date:

Signatures:

Director Authorization HT Edvalson	Mayor NH Johnson	Date City Attorney Reviewed Not Required.
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CITY OF



A.3 2.2
RECEIVED

APPLICATION FOR FEB 01 2010
MEMBERSHIP City of Bonney Lake

Planning Commission
CITY BOARD OR COMMISSION

(Please Print)

NAME Tom Watson DATE 1-30-2010

ADDRESS 6809 183rd Ave E HM. PHONE 253-951-6385

Bonney Lake, WA ZIP 98391 WK. PHONE 253-863-7713

City Resident? NO YES How Long? 4 yrs Registered Voter? YES NO

Name of Employer Office Depot

Employer Address 19561 State Hwy 410 E, Bonney Lake,

WA 98391

Education Background Graduate of Grossmount Junior

College / Criminology LeMesa, CA

Professional Experience ~~17 yrs~~ K Mart 23 yrs

(15 yrs Store Mgr)

15 yrs Store Mgr w/ Office Depot

Organization Affiliations Bonney Lake Lions Club, Beautify

Bonney Lake, Fennel Creek Committee

Why Are You Seeking Appointment? I have enjoyed being part
of the community and I would like to
be in a pro-active role and help plan
the future growth of Bonney Lake. I feel

General Remarks that I am able to maintain
neutrality and fairness while making
an affective & competent member.


SIGNATURE

19306 Bonney Lake Blvd • P.O. Box 7380 • Bonney Lake, WA 98391-0944
Phone (253) 862-8602 • Fax (253) 862-8538



PROCLAMATION

WHEREAS, since 1960, National Public Works Week has been a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works; and,

WHEREAS, the 2010 National Public Works Week is being celebrated with the theme "Public Works: Above, Below, & All Around You"; and,

WHEREAS, the Week seeks to honor the professionals who serve the public every day with quiet dedication and unseen accomplishments; and,

WHEREAS, the Week recognizes often-unsung heroes of our society - that have repeatedly demonstrated their ability to be first responders in times of natural disasters and other emergencies, often working beyond the call of duty; and,

WHEREAS, all citizens, businesses, and other public agencies rely upon the safe and effective functioning of public works throughout their daily lives; and,

WHEREAS, the support of an understanding and informed citizenry and civic leaders is vital to the efficient operation of public works systems and programs such as water, sanitary and stormwater sewers, roadways, and solid waste collection.

NOW, THEREFORE, be it resolved that I, Neil Johnson Jr., Mayor of the City of Bonney Lake, do hereby proclaim the week of:

**May 16-22, 2010 as
Public Works Week**

I call upon all citizens, private businesses, and civic organizations to join me in this special observance, to acquaint themselves with the issues involved in providing public works, and to recognize the contributions that public works professionals dedicate themselves to every day.

Neil Johnson Jr., Mayor Date

**CITY COUNCIL
WORKSHOP**

**April 20, 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 5:32 p.m.

II. Roll Call: [A1.3]

Administrative Services Director/City Clerk Harwood Edvalson 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, Chief Financial Officer Al Juarez, Police Chief Mike Mitchell, Public Works Director Dan Grigsby, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne and Records & Information Specialist Susan Duis.]

III. Agenda Items:

5:33:02

A. Council Open Discussion:

City Property: Councilmember Hamilton asked about the status of city-owned property on 192nd at Sumner-Buckley Hwy. He said the City purchased the property about 6 years previous with plans for a City Hall, but never used it. Mayor Johnson said the City is currently negotiating with D & S properties to purchase the Kelly Farm, including the thumb-shaped area that is currently not part of the City. The proposal may include the sale of the City’s property on 192nd St E as part of the agreement. Mayor Johnson said that based on the original purchase and sale agreement, the previous owners can purchase the property back at this point, but the City is working on a possible agreement that would include transferring this land as part of an agreement for the City to purchase Kelly Farm. Councilmember Carter said she has seen evidence that people are dumping yard waste and other items on the city-owned property. Mayor Johnson said he would have staff clean up the site.

Community Groups: Councilmember Carter attended the Bonney Lake Lions Club’s ‘Death by Chocolate’ fundraising event on April 17th. She said the Lions Club thanked the City for its support. She said the White River School District Families First Coalition has also thanked the Council for its support. The next Families First Coalition Community Summit is scheduled for May 24th at 4:00 p.m.

Glass Art Panels: Councilmember Carter asked if Councilmembers had a chance to see the panels that staff recently picked up. Councilmembers selected several panels and asked that the others be returned to the South Hill Community Council.

Councilmember Carter said the designs are available at no cost, and the City could pay to have new panels etched to replace those that are damaged or unavailable.

Historical Art Print: Councilmember Carter showed the Council the art print available from local artist Hulan Fleming, which depicts the intersection at Summer-Buckley Hwy and Main St E facing the site of the new Interim Justice Center. She said the painting was made in 1950 and would cost about \$400. She displayed photographs supplied by Historical Society members Fred and Winona Jacobsen, which show how the area looked in those years. Mayor Johnson said he has directed the City Administrator to purchase the painting.

Parks Appreciation Day & Arbor Day: Councilmember Carter said the yearly event is on Saturday, April 24th. Volunteers will work to clean up the WSU Forest area.

Water Supply to Auburn: Mayor Johnson confirmed that the City is no longer providing water to Auburn. Director Grigsby said Auburn is again using their own water supply, though they have projects planned later in the year and may need to purchase water from Bonney Lake again later on. Mayor Johnson said the cities agreed on a water purchase price and Auburn has made payment.

Park Board: Councilmember Carter attended the April 12th Park Board Meeting. Members discussed options to have a citizen survey on park services, identifying a site for a veteran's memorial, and the Heritage Tree application process. She said the Park Board would like to get direction from the Council on these and other issues. She noted that board agendas, minutes and audio are available online.

Sewer Fees: Councilmember Rackley said the Finance Committee has discussed a proposed increase to grinder pump fees, and members were in favor of moving a fee increase forward.

Reed Property: Councilmember Hamilton suggested the Council set up a visit to the recently purchased Reed property. City Administrator Morrison said under the agreement, the Reed family can continue living at the house through June 3, 2010 and suggested waiting to set up a tour until after that date. Councilmembers agreed that a tour should be set up some time after that date.

Pierce Transit: Deputy Mayor Swatman noted that Mayor Johnson participated in a recent meeting between city leaders about transit issues. He said it seems some cities are interested and the City should pursue the option for a conference. Mayor Johnson said City Attorney Kathleen Haggard has done some preliminary research and provided information to Councilmembers. City Attorney Dionne said the intent would be to change the boundaries of the RTA benefit district, and then to create some other public transportation district for Bonney Lake. Swatman asked how cities could gather funds, since State law allows only one transit agency in a county.

Mayor Johnson said he plans to gather more information from staff and the City Attorney on how to move forward with options. Deputy Mayor Swatman said Pierce Transit is focused on service for the greater Tacoma area, not outlying communities. Councilmember Carter said Pierce Transit's various proposals for cutting service are not viable. Councilmember Hamilton said setting up a transit system is very complicated. Mayor Johnson said many options are available, such as on-call and/or

private contractor services, etc. City Administrator Morrison said Pierce Transit sent an invitation to the City earlier in the day to discuss proposed system cuts and changes on May 5, 2010.

5:53:25

B. Review of Draft Council Minutes: April 6, 2010 Workshop and April 13, 2010 Meeting.

Councilmember Carter corrected p. 2 of the April 6, 2010 minutes to reflect that the increase in Food Bank visits has gone up 60%, not 66%. On the April 13, 2010 minutes, she noted that the Public Safety Committee reviewed the municipal code related to animal control. Councilmember Lewis noted typographical errors on these minutes as well. The corrected minutes were forwarded to the April 27, 2010 Council Meeting for action.

5:55:34

C. Discussion: AB10-74 – Ordinance D10-74 – Ordinance Updating the Sign Code to Allow for Civic and Non-profit Signs in the Right of Way.

Mayor Johnson said the proposed ordinance is based on input from the public and local businesses, and offers an option for non-profit and civic groups to post signs in the right-of-way short-term. He said he wanted to provide an option for civic and non-profit groups to post signs in the near future, but recognizes that further amendments to the sign code will need to be reviewed by the Planning Commission and Council in more depth. Director Vodopich noted that the proposed ordinance limits the total number and size of signs, requires written notification to the City 10 days prior to posting, and allows signs to be posted for up to 30 days before the event and 5 days after the event.

Councilmembers discussed the proposed limit on the number of signs allowed the length of posting. Council consensus was to amend the proposed ordinance to allow civic and non-profit signs to be posted for two weeks prior to the event and to be removed within 48 hours after the event.

Councilmember Carter said the sign code should have different criteria for different parts of the City, where traffic speeds and access affect the type of signs that are effective. Councilmember Hamilton noted that the City does not control the right-of-way on SR 410 and signs cannot be placed there regardless of what the City's code states. Deputy Mayor Swatman said he feels the signs should be allowed only in specific areas of the City, and that it will be difficult to enforce an ordinance that requires a certain number of signs.

Director Vodopich said the current code allows civic institutions to post signs on their own property only, not on private citizens' properties. Mayor Johnson said the code could be revised to allow private citizens to post signs on their property to support non-profit and civic groups, rather than in the right-of-way.

City Attorney Dionne confirmed that the proposed ordinance does not need to be reviewed by the Planning Commission and can be acted on by Council at the next meeting. He said if the Council chooses to review the entire sign code, the changes must to go through the Planning Commission and County review processes first.

Mayor Johnson said the full sign code will be an item for discussion at a future workshop. He asked Councilmembers to review the Chamber of Commerce meeting minutes that were provided via email. The proposed ordinance was forwarded to the April 27th Council Meeting for action.

6:17:25

D. **Discussion:** AB10-76 – CUGA Annexation Process, Alternatives and Timing.

City Administrator Morrison said various groups and Homeowner's Associations have asked the City to consider annexing them into the City. The City has completed an annexation study to inventory the area and get data required for the application. He explained several options to move forward with annexation. A new option is available if the City, Fire District and County agree on annexation and sign an interlocal agreement, which would bypass the Boundary Review Board and special election process if all parties can agree. He said the County has had issues with the latter plan and does not support the City's plans to annex the area.

City Administrator Morrison described other options, such as the petition method or setting a special election by Council Resolution. He said the process includes public hearings, review by the Boundary Review Board, and setting a special election in February 2011 or later. He said it is better to have the election certified by May so the newly annexed area can be placed on the tax rolls for the next year. He noted that residential areas cost more for the County to provide services than they bring in from tax revenues.

The City Administrator said residents in the proposed annexation area will receive more services after annexation than they currently get from the County, but it will take a few years to bring some services up to the same level that current City residents have. He said the City can coordinate a pre-annexation agreement with the County regarding the process, but must get County support.

Deputy Mayor Swatman said the annexation process is very complex, but he feels it is vitally important for the City to move forward and to provide services to these residents. He said it is a very good time for annexation, since future development on Plateau 465 will provide revenue for future infrastructure needs. He and Councilmember Rackley spoke in favor of moving forward and placing the annexation issue on a future special election ballot. Deputy Mayor Swatman said he is in favor of annexing areas 1, 2, and 3 in the annexation study, but not Cascadia.

Councilmember Hamilton expressed concern about considering annexation currently, especially if the City will have to phase in services such as public safety for annexed areas. He said one reason people usually want to annex into the City is for police service, noting that the City has 1.7 officers per 1,000 people and the County only has 0.6 per 1,000. He stressed that the City needs to provide full police protection on the first day of annexation. He also expressed concern about the cost to add new staff and about the additional space in facilities needed for expansion. Councilmember Hamilton said he also wants to ensure that existing City services are not degraded or reduced because of annexation.

City Administrator Morrison said while emergency dispatch services would be set at the same level as other parts of the City, some other public safety services such as traffic patrols, community events, code enforcement, and officer-initiated activities

can be phased in over time. He said available building space is an issue, but automation and modern technology helps reduce the amount of space needed somewhat. He said the City needs to carefully review Police staffing levels, service request data, and other criteria to ensure the City can provide adequate public safety services in the annexed area.

Councilmember Rackley said he feels confident that the economy is improving and the City will be able to meet the needs of annexed areas. Deputy Mayor Swatman said he is comfortable with the timeline and ability of staff to provide information and prepare the City for the transition. He noted that increasing the number of Police Officers should actually improve service for the City as a whole.

Councilmembers Carter, Decker and Lewis expressed concerns about pursuing annexation at this time. Councilmember Carter said she is concerned about the economy, County issues, and potential negative impacts to staff including public safety, court, and code enforcement staff. She also said it will require expenses for infrastructure, parks upgrades, etc.

Councilmember Hamilton said there are positive aspects to annexation, including the possibility for a new MBR sewer treatment plant, gaining an 80-acre county park, and new revenue sources. Deputy Mayor Swatman said annexation requires a two to three-year timeline, giving the City plenty of time to consider the issues and decide whether to hold an election. He said the County will be even less likely to favor the City's annexation plans when the economy recovers and the plateau area is being actively developed.

Councilmember Hamilton said the Council should review the master plan for Plateau 465 and hold formal talks with the County. Councilmembers Hamilton and Carter asked for additional information on how annexation will affect Police and Court staffing and services, as well as MBR plant options, and continuing discussions.

City Administrator Morrison said he recently viewed the Bonney Lake area from an airplane, and from above the potential annexation areas look as if they are part of a single community. He said these areas share the same schools, sewer and water services, and shopping, and he feels they should become part of the City. Mayor Johnson said discussions will continue at a future workshop.

At 7:21 p.m., Mayor Johnson recessed the workshop for a five-minute break. The workshop reconvened at 7:28 p.m.

7:28:55

- E. **Discussion:** AB10-75 – Ordinance D10-75 – An Ordinance of the City Council of the City of Bonney Lake, Pierce County, Washington, Amending Chapter 2.20 of the Bonney Lake and Section 2 of Ordinance No. 1213 Relating to the Park Board.

Mayor Johnson said he initiated the proposed ordinance and wanted Council input. The Park Board has two current vacancies, and it is often difficult for the City to fill vacant positions. He said the Park Board has also expressed a desire for more Council input. He said the proposed ordinance changes the Park Board membership to five members, reduces terms to two years, and includes a Councilmember to serve as a non-voting member, and the Mayor to serve as a non-voting chair.

Deputy Mayor Swatman agreed that the board needs more direct contact with the Council and supported having the Mayor chair meetings. He suggested the Councilmember serving on the Park Board be regularly rotated. City Attorney Dionne said he has not fully reviewed the ordinance but advised that the Mayor could participate but should not serve as a voting member. He said if a Councilmember serves on the Park Board it could blur the distinction between boards and council committees. Councilmembers stressed that the Mayor and Councilmember on the Board should be non-voting members. Mayor Johnson confirmed that he did not intend the Mayor and Councilmember to have voting positions on the Board.

Councilmember Carter, who previously served on the Park Board, said she feels three-year terms are appropriate. She cited MRSC guidance that all advisory boards and commissions should have a work plan and rules for coordination with staff and Council. She said board and commission members may become future councilmembers or mayors and it is important to give them support and guidance. She said the Council should set up uniform standards for all boards and commissions, not just the Park Board.

Councilmembers expressed support for a five-member Park Board. Councilmember Hamilton questioned whether both the Mayor and a Councilmember should attend all meetings, and cautioned that they could have undue influence on the board discussions and actions. Deputy Mayor Swatman said it is important for the Board to have a better understanding of how the Council works, as well.

Mayor Johnson suggested that the Park Board have a work plan (similar to the Planning Commission work plan) that is regularly reviewed and updated by the Council. Councilmembers spoke in favor of creating a Park Board work plan.

Deputy Mayor Swatman suggested that the code does not need to be revised, and the Board could simply continue with five members and the Board could invite the Mayor to chair meetings. City Attorney Dionne confirmed that the Park Board rules are not formal and they can manage their meetings as they see fit. Mayor Johnson said he will attend the next Park Board meeting and discuss options with the current members, and report to the Council on the results.

7:52:51

- F. **Discussion:** 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.

Director Vodopich said the Pierce County Regional Council (PCRC) asks cities to consider their recommended amendments to the Countywide Planning Policies. Deputy Mayor Swatman noted the City has not approved past amendments, and smaller Cities like Bonney Lake have little say in the PCRC policies since the County and Tacoma generally have the majority vote. The proposed ordinance was forwarded to the April 27, 2010 Meeting for action.

7:55:53

- G. **Discussion:** AB10-63 – Resolution 2025 – 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 a Community Garden on City Property from May 2010 Until April 2011.

Director Leaf said he has been working with the Food Bank for nearly a year on an agreement for a community garden. The proposed trial garden is located at 18424 89th St E, next to the Lions 4 Kids house. Under the proposed agreement, the Food Bank will manage the garden and use up to 50% of the space. The remaining space will be available to citizens for free use, and the Food Bank will manage the entire garden. He said this is a one-year trial project, and after a year, the City can consider options for a permanent site. Director Leaf said in the agreement, the City will provide water but the Food Bank and other users will prepare, manage and monitor the garden. He said the City has a very good history working with the Food Bank, who has managed the Snack Shack at Allen Yorke Park in past years.

Director Leaf said citizens can submit a garden plot request form to the City. City Administrator Morrison said the plot application form includes a liability waiver. He said the City has moved quickly to get the agreement signed since the growing season has started. He noted that information on the garden will be in the current issue of the Bonney Lake Reporter, which is printed in the Courier-Herald newspaper.

Deputy Mayor Swatman said he is excited to see the project move forward.

Food Bank Director Stew Bowen was invited to speak. He said he is concerned that people will be confused since garden plot applications come to the City, but the Food Bank manages the garden. Mayor Johnson said the intent was for the City to collect applications and select plot recipients at random. He said the City will direct citizens to work with the Food Bank after that point. City Administrator Morrison said the City form will help defer complaints during plot selection, since there may be more applicants than available plots. He said the City will assign plots at random. Mr. Bowen said he plans to set up 6' wide by 12' wide garden plots to make the most efficient use of space in the raised beds. Mr. Bowen asked the Council whether they would be willing to take action the proposed Resolution at the current workshop so his group can start working on the garden immediately.

Councilmember Rackley moved to suspend the Council rules and to consider Resolution 2025. Councilmember Lewis seconded the motion.

Motion to suspend the rules approved 7 – 0.

Councilmember Rackley moved to approve Resolution 2025. Councilmember Decker seconded the motion.

Resolution 2025 approved 7 – 0.

IV. Executive Session: None.

8:12:14

V. Adjournment:

At 8:12 p.m., Councilmember Rackley moved to adjourn the workshop. Councilmember Decker 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 20, 2010:

- City of Bonney Lake – *Starting Your Own Community Garden* – Community Services Director Gary Leaf.
- City of Bonney Lake – *Lease Agreement for a Community Garden on Downtown Property* – Community Services Director Gary Leaf.
- City of Bonney Lake – *Email re: GSA Pea Patch Garden from Kim Phillips* – Community Services Director Gary Leaf.
- City of Bonney Lake – *Garden Plot Request Form* – Community Services Director Gary Leaf.

**SPECIAL CITY
COUNCIL MEETING**

**April 27, 2010
5:00 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

Location: In the front parking lot of The City Hall Annex located at 8720 Main Street East, Bonney Lake.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the special meeting to order at 5:00 p.m.

A. Roll Call:

In addition to Mayor Neil Johnson, Jr., elected officials attending were Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember Jim Rackley. Also attending were former Councilmembers David Bowen and David King.

Various members of the professional staff and contract personnel were also in attendance.

II. BUSINESS ITEMS:

- A. **Ribbon Cutting Ceremony:** The Councilmembers, staff, contractors and citizens participated in a ribbon-cutting ceremony on Main St E. Refreshments were served, and Public Works Director Dan Grigsby and Mayor Johnson spoke briefly regarding the project and recognized major participants.

X. ADJOURNMENT:

The ceremony concluded and Councilmembers and audience members dispersed at approximately 5:20 p.m.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Special Council Meeting of April 27, 2010: None.

CITY COUNCIL MEETING

**April 27, 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 – Deputy Mayor Dan Swatman called the meeting to order at 7:00 p.m.

A. Flag Salute: Deputy Mayor Swatman led the audience in the Pledge of Allegiance.

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

[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, Assistant City Attorney Kathleen Haggard, Administrative Services Director/City Clerk Harwood Edvalson and Records & Information Specialist Susan Duis.]

C. Announcements, Appointments and Presentations:

1. Announcements: None.
2. Appointments: None.
3. Presentations: None.

D. Agenda Modifications: None.

7:01:03

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

Winona Jacobsen, 9100 189th Ave Ct E, said an application for the City’s second heritage tree was submitted on June 8, 2009 but has still not been considered. She said the application is complete, the arborist has made an assessment and the Park Board has recommended approval, but now the Mayor must give consent since the tree is on City property, and the Council must take action. She said the tree is in a great grove of trees and should be preserved. She asked the Council to continue the process to help the City earn its title as ‘Tree City USA’. City Administrator Morrison said he will research the issue and send information to the Council.

- C. Correspondence: None.

7:03:31

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and forwarded Resolution 2034 to the current agenda. The committee discussed a request for out of state travel and possible revisions to the proposed peddler's ordinance, and reviewed the financial model and utility billing. He noted that the City is now working with a new utility billing contractor based in Idaho. The committee also discussed a timetable for sewer rate changes, which will be discussed at a future workshop.
- B. Community Development Committee: Councilmember Rackley reported that the committee met on April 19th and discussed Resolution 2031, claims, use of the Reed property, and committee priorities. They forwarded Resolution 2030 and AB10-72 to the current agenda.
- C. Public Safety Committee: Councilmember Hamilton said the committee has not met since the last Council meeting. The next meeting is scheduled on May 3, 2010.
- D. Other Reports:

Parks Appreciation & Arbor Day: Councilmember Hamilton said the City held a Parks Appreciation and Arbor Day event on Saturday, April 24th. He said residents participated in planting trees, and working in the WSU forest to clean up trash and remove 'no trespassing' signs. He said the forest is now clean, open and ready for use. He said the best access place to enter the forest is from the parking lot between Regal Cinemas and Fred Meyer. He said the City may need to add directional signs inside the forest. He said the area looks great, though some additional brush and broken limbs need to be removed.

Family First Coalition: Councilmember Carter attended the Family First Coalition meeting for White River School District on April 26th. Their Community Summit is on May 24th. She said she helped judge senior projects on April 27th, and additional judges were needed for the 28th. She said she received a community resource guide and suggested the City get copies to provide at the Court, Police Department, and other City facilities.

7:10:42

IV. CONSENT AGENDA:

- A. **Approval of 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.
- 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.
- 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.
- 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 High Efficiency Toilet Rebate Program.
- 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.

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

Consent Agenda approved 7 – 0.

7:10:57

V. FINANCE COMMITTEE ISSUES:

- 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.

Councilmember Decker moved to approve Resolution 2034. Councilmember Lewis seconded the motion.

Councilmember Rackley said the agreement extends street lighting down 90th St E near the library, and is related to the larger downtown improvement projects.

Resolution 2034 approved 7 – 0.

7:11:54

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- 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.

Councilmember Rackley moved to approve Resolution 2030. Councilmember Decker seconded the motion.

Public Works Director Grigsby said he and Auburn Public Works Director Dennis Dowdy have worked together on the proposed agreement. He said they decided to draft a completely new agreement rather than continuing to amend the old version, due to the number of changes. Director Grigsby said the new agreement is well written and will be better for staff.

Councilmembers discussed other intertie agreements between the City and other agencies, such as Tacoma Public Utilities. Deputy Mayor Swatman suggested that the City could draft a generic wholesale agreement that any party could sign if they want to have an intertie with Bonney Lake. Director Grigsby said the City’s wholesale agreement with Tacoma is a complicating factor and it makes more sense to use this specific agreement.

Councilmember Hamilton said this is an improved agreement, and asked whether the agreement is reciprocal. Director Grigsby confirmed that the agreement provides a rate structure if Bonney Lake needs to use Auburn water in the future. He said Auburn does not currently have excess capacity, but it would be an option if they have capacity in the future. He noted that the proposed contract has a new stipulation for emergency water use beyond 7 days, charging 10% above what Auburn charges their customers. Councilmember Hamilton expressed concern that other agencies will not do their due diligence to increase their water resources if they know Bonney Lake water is available. Director Grigsby said the agreement has gone through Auburn Council committees and will be considered at an upcoming Auburn Council meeting.

**Resolution approved 6 – 1.
Deputy Mayor Swatman voted no.**

7:11:54

- 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.

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

Director Grigsby said the proposed project is to construct a third aerator, a third clarifier, new grid classifier, new floodwall, improved head works and ultraviolet treatment banks to the Sumner Wastewater Treatment Plant. The cities of Sumner and Bonney Lake would split the \$10.9 million total project costs at 50% each. He noted that there is no funding available in the Public Works Trust Fund Loan program currently, but the Governor has asked the PWTF Board to accept and review applications, so if funding can be distributed if it becomes available later.

Director Grigsby said if the Bonney Lake and Sumner do not receive PWTF loans, they could use SDC funds or revenue bonds to pay for their share of the project.

Councilmember Hamilton asked whether Sumner has funds available to pay for 50% of the project without a PWTF loan; Director Grigsby said he will ask Sumner for more information.

Deputy Mayor Swatman expressed frustration that Bonney Lake has no say in the management of the Sumner Treatment Plant. Director Grigsby said Sumner communicates regularly with Bonney Lake and the City can challenge any costs that appear unreasonable. He said he has not had any concerns about Sumner's cost estimates to date. He said if the City is offered a PWTF loan, the City would receive agreement forms for signature, and if the Council does not want to accept the funds it could turn down the loan at that time and not sign the paperwork.

Deputy Mayor Swatman said he does not think the City will expand as quickly as originally projected, and SDC and other funds will not grow as predicted. He expressed concern that the Council will need to increase utility rates dramatically to meet future demands. Director Grigsby said the City has no choice but to improve the Sumner plant to meet capacity needs. He said demand on the Sumner plant will continue to grow as areas like Easttown, WSU and Downtown develop and build out. Councilmember Hamilton said the City should work on a plan to build its own membrane treatment plant. Councilmember Rackley said the City can turn down PWTF loans if the economy does not improve by that time, and resubmit later. He said improving the Sumner plant is still the cheapest option for the City.

**Motion AB10-72 approved 6 – 1.
Deputy Mayor Swatman voted no.**

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

7:36:57

VIII. FULL COUNCIL ISSUES:

- 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.

Deputy Mayor Swatman said several versions of the proposed ordinance have been presented, and asked which version the Council should act on. Community Development Director Vodopich said the ordinance provided in the agenda packet includes revisions based on both Council input and the Attorney's suggested revisions. He provided versions of the proposed ordinance that show the Council's changes and the Attorney's changes separately. He noted that this version includes Section N., which was inadvertently omitted from the previous draft.

Councilmember Rackley moved to approve Ordinance D10-74, "Council Changes" version. Councilmember Hamilton seconded the motion.

Director Vodopich said the proposed ordinance allows nonpolitical signs to be placed on private property for up to 14 days prior to the event and up to 48 hours after the event. He said the City Attorney suggested revisions to correct an incomplete

sentence and to correct an inconsistency about removal of political signs (within 7 days), as is stated in the current municipal code. He said he feels the City Attorney’s changes were appropriate but wanted to be sure Council had a chance to discuss these changes fully. Councilmember Rackley removed his original motion from the floor.

Councilmember McKibbin moved to table the item to the May 4, 2010 Workshop. Councilmember Lewis seconded the motion.

**Motion approved 6 – 1.
Councilmember Carter voted no.**

IX. EXECUTIVE SESSION: None.

7:43:12

X. ADJOURNMENT:

At 7:43 p.m., Councilmember Decker 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 27, 2010:

- City of Bonney Lake – *D10-74 to CC 4-20-10 - Attorney Changes*, and *D10-74 to CC 4-20-10 - Council Changes* – Community Development Director John Vodopich.

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

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 11 May 2010	<u>Agenda Bill Number:</u> AB10-77
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2031	<u>Councilmember Sponsor:</u> James Rackley

Agenda Subject: Water and Sewer Developer Extension Agreement with Washington State University Short Plat

Proposed Motion: Motion to approve the Water and Sewer Developer Extension Agreement with Washington State University Short Plat

Administrative Recommendation:

Background Summary: Before plans can be approved a Developer Extension Agreement for utilities is required to be approved by Council.

Attachments:
Resolution
Map

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
N/A			

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):	Tabled To Date:

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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Action Item #3

COMMUNITY DEVELOPMENT COMMITTEE

DATE: May 3, 2010

ORIGINATOR: John Woodcock

TITLE: Engineer

SUBJECT: Motion to approve the Water and Sewer Developer Extension Agreement with Washington State University Short Plat
Before plans can be approved a Developer Extension Agreement for utilities is required to be approved by Council.

ORDINANCE/RESOLUTION: 2031

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>5-3-10</u>	<u>Jan Pender</u>	_____
Randy McKibbin	<u>5-3-10</u>	<u>Randy McKibbin</u>	_____
Donn Lewis	<u>5-3-10</u>	<u>Donn Lewis</u>	_____

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK

CITY ATTORNEY

Please schedule for City Council Meeting date of: May 11, 2010

Consent Agenda: Yes No

RESOLUTION NO. 2031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER AND SEWER DEVELOPER EXTENSION AGREEMENT WITH WASHINGTON STATE UNIVERSITY SHORT PLAT.

WHEREAS, the City Council approved the WSU Property Development Agreement on December 15, 2009; and

WHEREAS the City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water and sewer improvements to the City's system enforcing the codes and requirements of the city for the design and installation of the systems; and

WHEREAS the City Council finds that it is in the public interest that this agreement be carried out at this time

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached developer's extension agreement with WSU.

PASSED and adopted by the City Council this 11th day of May 2010.

Neil Johnson, Mayor

ATTEST:

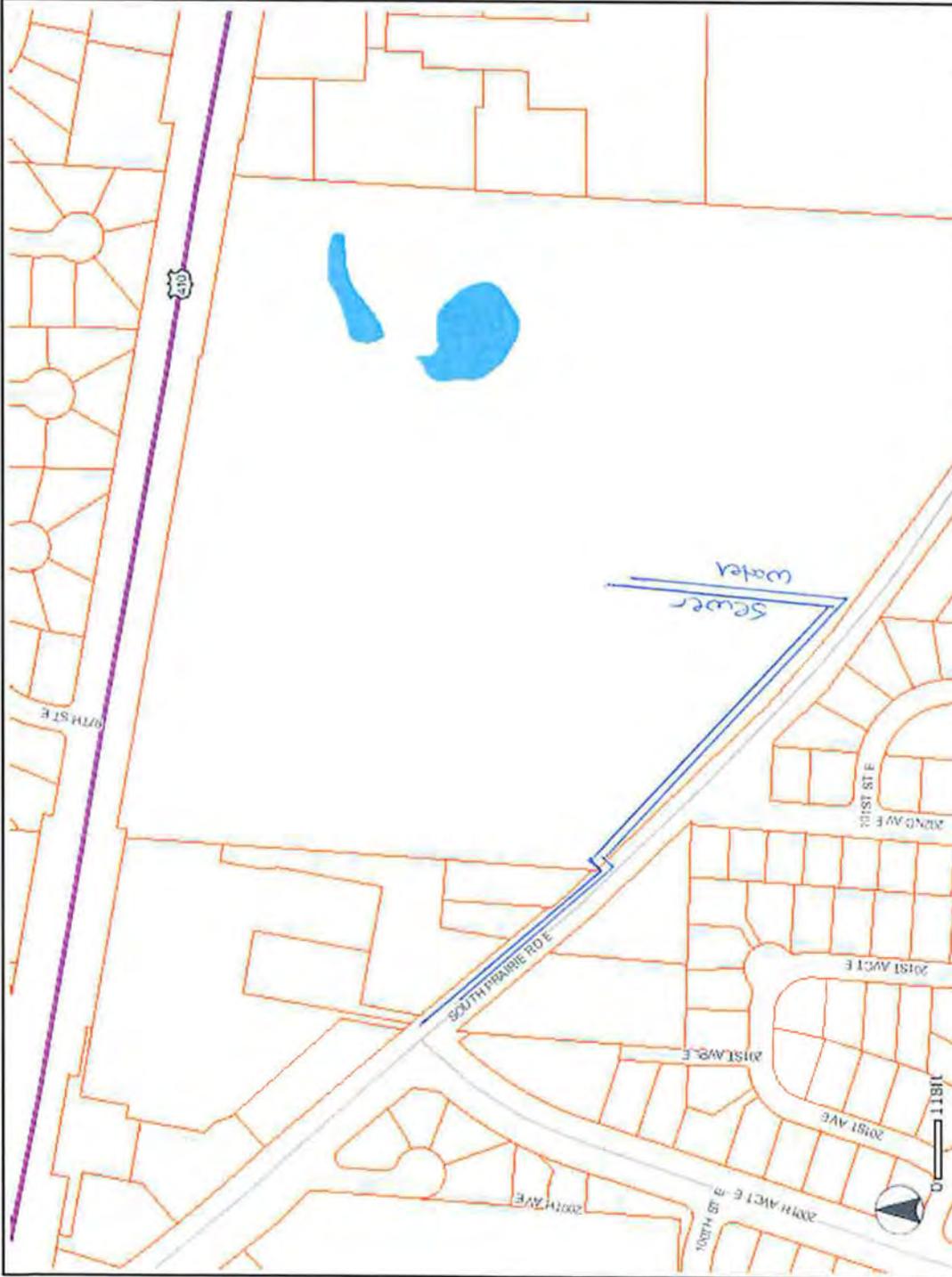
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Legend

-  Sewer Lines
-  Gravity Main - Public
-  Force Main - Public
-  Stub - Public
-  Gravity Main - Private
-  Force Main - Private
-  Stub - Private
-  Other - Private
-  Other - Public
-  Water Purveyors
-  Tax Parcels



Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. **ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'.** The County makes no warranty of fitness for a particular purpose.

Lymberis, Pete

From: Dahlquist, Scott(WREDCo)
Sent: Thursday, April 29, 2010 11:29 PM
To: Lymberis, Pete
Subject: Re: Authorization for Quadrant Signature on WREDCo's behalf

You have my authorization to sign on WREDCo's behalf. Let's formalize when I return.

Scott Dahlquist
Vice President

From: Lymberis, Pete
To: Dahlquist, Scott(WREDCo)
Sent: Thu Apr 29 14:46:19 2010
Subject: Authorization for Quadrant Signature on WREDCo's behalf

Scott,

At the City of Bonney Lake's request, and with this email, I am requesting your approval to sign on Weyerhaeuser Real Estate Development Company's behalf.

The signature will be for a Developer Extension Agreement with the City of Bonney Lake, as is related to the engineering approvals for water and sewer lines to serve the Medical Office Building in this first phase, and the rest of the commercial area with future phases.

Since you are out of town, please accept this email request until such time as you return and a more formal request can be made, and forwarded to the City if so requested.

Please advise. Thank you.

Pete



Pete Lymberis | Asst. Vice President
Quadrant Homes

14725 SE 36th, Ste 200
Bellevue, WA 98006
(425) 452-6551 t
(206) 786-4717 c
www.QuadrantHomes.com





April 29, 2010

Mr. Daniel L. Grigsby, P.E.
Public Works Director
City of Bonney Lake
8720 Main Street E., P.O. Box 7380
Bonney Lake, WA 98391

RE: WSU Forest Commerical Zone Water and Sewer Developer Extension Agreement

Dear Mr. Grigsby,

On behalf of Washington State University (WSU), and Weyerhaeuser Real Estate Development Company(WREDCo) I would like to provide an explanation of the area being served by the subject Developer Extension Agreement. This Developer Extension Agreement enables water and sewer extensions that would serve the currently proposed Medical Office Building(MOB) and other future commercial development.

The area served by the extension of the 12" water and 10" sewer mains includes Lots 1,2,3 and 4 of the WSU/WREDCo Commercial Zone short plat (Parcel # 0519032005 and City of Bonney Lake PLN -2010-01247). Under current engineering plan application, only Lot 1 is served, but through future engineering appraols resulting in extension of the proposed water and sewer lines the remaing lots (Lots 2,3 and 4) would also be served by these utility lines. Please see the attached exhibits for the service area, and water and sewer line locations.

The City permit number for the proposed water and sewer extension engineering drawings is 214-1611-013.

The currently proposed waterline extension includes a 12" main extending from the intersection of S. Prairie Rd. and 202nd Ave E, easterly in S. Prairie Rd. to the new 204th Ave E, and then extening an additional 300' northerly in 204th Ave E into the commercial zone. There the first connection will be made to Lot 1 (MOB). Additionally, a second 12" waterline will extend from a connection point behind the Regal Cinema building in the Tall Firs retail area, 500 feet westerly to the NE corner of Lot 1 (MOB). This will provide a secondary connection to the proposed MOB which would be the first phase of the commerncial development.

The currently proposed sewerline extension is a 10" main extending from the intersection of S. Prairie Rd. and 200th Ave E, easterly in S. Prairie Rd. to the new 204th Ave E, and



then extended an additional 300' northerly in 204th Ave E. into the project site. There its first connection will be made to Lot 1 (the MOB).

Please let us know if you have any questions or would like any clarifications.

Sincerely,

THE QUADRANT CORPORATION

A handwritten signature in blue ink, appearing to read 'Pete G. Lymberis', is written over a light blue horizontal line.

Pete G. Lymberis, P.E.
Asst. Vice President

Attachments:

1. Exhibit of Area Served by Dev. Ext. Agmt, Sheet 2 of 3
2. Tall First Water Main Extension Plan, Sheet W1 of 2
3. 204th Ave Easet Phase I Street Improvements, Sheet 2 of 18
4. South Prairie Road Water and Sewer Main Extension, Sheets 2 and 3 of 6.



WATER & SEWER DEVELOPERS AGREEMENT

PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and Washington State University (WSU) and Weyerhaeuser Real Estate Development Co. (WREDCo), each as a separate entity, hereinafter referred to as "Developer".

WITNESSETH: That whereas the City of Bonney Lake, a municipal corporation, provides WATER & SEWER service within the corresponding WATER & SEWER service area boundary, and the above-named Developer is preparing to construct a WATER & SEWER system, or additions thereto, and said development requires the City's WATER & SEWER service;

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Developer agrees to design and/or construct the WATER & SEWER system, or additions thereto, to be connected to the City's WATER & SEWER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER & SEWER system, or additions thereto, shall be located within that area commonly referred to as WSU Forest, which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".
- II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER & SEWER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER & SEWER plan, which agreement shall include oversizing of WATER & SEWER mains as may be identified in the City's adopted WATER & SEWER comprehensive plan.
 - A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.
 - B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.
- III. The developer agrees that the construction of the WATER & SEWER system, or additions thereto, shall not commence until the following conditions have been fulfilled:
 - A. The developer shall furnish the City with three (3) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.

- B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.
- C. Minimum requirements for all plans for WATER & SEWER system, or additions thereto, submitted to the City for review are:
 - 1. Three (3) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant.
 - 2. A preliminary plat of the area in which said WATER & SEWER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.
 - 3. A map showing the location of the plat in relation to the surrounding area.
 - 4. A contour map of the plat with contour intervals of two feet or less.
 - 5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.
 - 6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
 - 7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.
 - 8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.
 - 9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".
 - 10. Approvals from all regulatory agencies.
- D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:
 - 1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER & SEWER improvements.

2. All lots shall be fully staked to assist all parties involved in the proper location of the WATER & SEWER system including services.
 3. All hydrants and valves shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to "approval construction drawings" may be warranted and required by the City, based on actual local field conditions.
 4. All contractors and subcontractors shall have a current Washington State Contractors License.
 5. The Developer's WATER & SEWER system, or additions thereto, on Premises shall not be connected to the City WATER & SEWER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.
- E. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to defend and hold the City harmless from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Developer's express or implied obligations under this Agreement. The Developer waives any right of contribution against the City.

It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or Subcontractor under Workman's Compensation Acts, disability benefits acts or other employees' benefit acts. The City and the Developer agree that all third party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered by the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. All investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, the City shall be responsible for all damages payable to the third party claimant. In the event that the City and the Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and the City, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court findings, and, in addition thereto, the Developer shall hereunder reimburse or pay the City for all damages paid or payable to the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25% negligent, the Developer shall not be required to indemnify the City for any amount in excess of 25% of the claimant's total damages.

The Developer shall ensure that all construction contracts entered into for the WATER and SEWER SYSTEM name the City of Bonney Lake as an additional insured.

- F. In the event the Developer in his operation damages or disrupts existing improvements, the repairs shall be made at the Developer's expense. In the event they are so damaged or the service disrupted and the Developer fails or is unable to immediately restore the service, then the Owners of the improvements may cause the repairs to be made by others and all costs for the same shall be at the Developer's own expense.

Where the construction crosses or is adjacent to existing utilities, the Developer shall exercise extreme care to protect such utilities from damage.

If any damage is done to an existing utility, the Developer shall notify the utility company involved who will dispatch a crew to repair the damage at the Developer's expense. All costs for the same shall be at the Developer's own expense.

The Developer shall be aware that some existing WATER & SEWER facilities are known to contain asbestos cement pipe. The Developer shall conduct all work related to existing asbestos cement pipe in strict accordance with WISHA safety regulations and provisions contained within WAC 296-62077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing, asbestos cement pipe, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air Pollution Control Agency. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the asbestos cement pipe shall be scored and broken in lieu of the sawing or other methods which release fibers into the atmosphere. Waste asbestos pipe shall be buried in the trench. Asbestos pipe to be abandoned in – place shall not be disturbed, except as noted herein, and shall remain in its original position.

The Developer is cautioned that all existing drainage systems, whether open ditch, buried pipe, or drainage structures, are not on record. It shall be the responsibility of the Developer to repair or replace all such systems found during construction, which are damaged by the Developer's construction in a manner which is satisfactory to the City.

Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangements in advance with such property owners, to insure that no conflicts will ensue after the property is restored as described above. The Developer will be required to furnish the City with a written release from said private property owners, if the City deems it to be necessary to obtain such document.

- IV. The construction, of the Developer's WATER & SEWER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on his construction schedule during, the various construction phases as requested by the City.
- V. The Developer further agrees to deposit an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred plus 10% administrative costs, for such supervision. The City will pay for these bills out of the monies deposited. If the amount of money on deposit is depleted or reduced such that there is inadequate coverage for expected expenses, the City will stop work until the deposit account is adequate to cover expected expenses. Any accrued interest will be to the benefit of the City.
- VI. The Developer's WATER & SEWER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:
 - A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
 - B. Payment of all permit fees and equivalent assessment charges and any other applicable City charges required for Premises.
 - C. Payment of all plan check and inspection fees.
 - D. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.
 - E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.
 - F. Furnish the City with a Bill of Sale conveying, the WATER & SEWER system to the City.
 - G. Furnish a one year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the WATER & SEWER system will be free of defects in labor and materials. Form to be prescribed by the City.
- VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs.

The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.

- VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above, the City shall accept the WATER & SEWER system, and agree therewith to operate and maintain said system.
- IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this 30TH day of April 2010

DEVELOPER:  Date 4/29/10
Signature

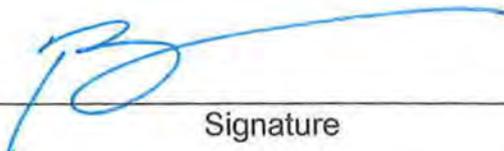
Gregory P. Royer
Printed Name

WSU Vice President for Business & Finance
Company Title (as applicable)

PO Box 641045
Address

Pullman WA 99164-1045
City State Zip

Phone No. (509) 335-2447 FAX No. (509) 335-3930

DEVELOPER:  Date 4/29/2010
Signature

PETE Lymberis - as Agent for WREDCO
Printed Name

Assistant Vice President
Company Title (as applicable)

P.O. Box 130
Address

Bellevue, WA 98009
City State Zip

Phone No. 425-452-2900 FAX No. 425-646-4135

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this ____ day of _____ 20____

Neil Johnson Jr., Mayor

CITY OF BONNEY LAKE

DEVELOPER AGREEMENT

EXHIBIT 'A'

PLAT NAME WSU/WREDCo Short Subdivision – PLN-2010-01247

DEVELOPER: WSU / WREDCo

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 5 EAST, CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON,

BEING A PORTION OF:

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

ALL IN SECTION 3, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 34 AND 35, TOWNSHIP 20 NORTH, RANGE 5 EAST; AND SECTIONS 2 AND 3, TOWNSHIP 19 NORTH, RANGE 5 EAST, ALSO THE NORTHEAST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 3; THENCE ALONG THE SECTION LINE COMMON TO SAID SECTIONS 2 AND 3 AND THE CENTERLINE OF 214TH AVENUE EAST, SOUTH 1°43'42" WEST, A DISTANCE OF 1653.52 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; THENCE ALONG THE SOUTHERLY LINE OF GOVERNMENT LOTS 1 AND 2 AND THE SOUTHERLY LINE AND EASTERLY EXTENSION OF THE PLAT OF FRED MEYER BONNEY LAKE UNDER RECORDING NO. 9312030478, PIERCE COUNTY, WASHINGTON RECORDS; AND THE SOUTHERLY LINE OF SHORT PLAT UNDER RECORDING NO. 9701310389, PIERCE COUNTY, WASHINGTON RECORDS, NORTH 88°29'11" WEST, A DISTANCE OF 2671.10 FEET TO THE POINT OF BEGINNING AT THE

8 of 9

SOUTHWEST CORNER OF SAID SHORT PLAT AND THE NORTH SIXTEENTH CORNER ON THE CENTER-OF-SECTION LINE OF SAID SECTION 3; THENCE ALONG A PROJECTION OF SAID LINE, NORTH 88°29' 11" WEST, A DISTANCE OF 52.47 FEET; THENCE NORTH 51°31'08" WEST, A DISTANCE OF 93;54 FEET; THENCE SOUTH 3T35'28" WEST, A DISTANCE OF 708.44 FEET TO THE CENTERLINE OF SOUTH PRAIRIE ROAD EAST; THENCE THE NEXT THREE. COURSES ALONG SAID CENTERLINE: NORTH 5S 18'00" WEST, A DISTANCE OF 481.25 FEET; THENCE NORTH 44°18'00" WEST, A DISTANCE OF 407.61 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY; HAVING A RADIUS OF 4,000.00 FEET AND A CENTRAL ANGLE OF 02° 12'21"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 154.00 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 47°54'21" WEST ON THE WEST LINE OF GOVERNMENT LOT 3; THENCE ALONG SAID WEST LINE, NORTH OS42' 15" EAST, A DISTANCE OF 1,073.82 FEET TO THE CENTERLINE OF STATE ROUTE 410; . THENCE ALONG SAID CENTERLINE, SOUTH 79°59'44" EAST, A DISTANCE OF 1,340.73 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 3 AND THE NORTH-SOUTH CENTER-OF -SECTION LINE OF SAID SECTION 3; THENCE ALONG SAID LINE. AND THE WEST LINE OF SAID SHORT PLAT, SOUTH 03°06'48" WEST, A DISTANCE OF 1,030.01 FEET TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS CONVEYED TO PIERCE COUNTY UNDER RECORDING NO. 200203270756, WHICH CORRECTS, SUPERSEDES AND REPLACES RECORDING NO. 9706120271. CONTAINING 1,770,110 SQUARE FEET OR 40.64 ACRES, MORE OR LESS.

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

<u>Department / Staff Contact:</u> CS / Gary Leaf	<u>Workshop / Meeting Date:</u> 11 May 2010	<u>Agenda Bill Number:</u> AB10-79
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2033	<u>Councilmember Sponsor:</u> Donn Lewis

Agenda Subject: Acquisition of property from Sumner School District for the Safe Routes to School project

Proposed Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Purchase And Sale Agreement With The Sumner School District To Provide Right-Of-Way For The Safe Routes To School Project.

Administrative Recommendation: Approve

Background Summary: Last year the City began work on the Safe Routes to School Project. This project uses City, State, and Federal funds to construct a mile of sidewalks and a mile of trail to provide infrastructure to make it safe for children to walk to local schools. The project also includes an education/encouragement campaign and increased speed enforcement in school zones. The trail, which begins on City property and traverses up the hillside to Victor Falls Elementary School, needs right-of-way. This acquisition will provide the needed trail right-of-way. Though local funds are being used for the land acquisition, Federal acquisition guidelines are followed due to the use of Federal funds for construction.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$2,100,000	\$174,600	\$174,600	\$1,447,400
Budget Explanation: Capital project fund no. 302			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 03 May 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____
Meeting Date(s): 11 May 2010 **Tabled To Date:** _____

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed 3/30/2010
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RESOLUTION NO. 2033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PURCHASE AND SALE AGREEMENT WITH THE SUMNER SCHOOL DISTRICT TO PROVIDE RIGHT-OF-WAY FOR THE SAFE ROUTES TO SCHOOL PROJECT.

WHEREAS, the City of Bonney Lake received a grant from WSDOT to partially fund the Safe Routes to School project; and

WHEREAS, the Safe Routes to School project requires right-of-way for the trail section of this project; and

WHEREAS, the Sumner School District is a partner in this project and agrees to the sale of the property needed for the trail;

NOW THEREFORE, The City Council of the City of Bonney Lake, Washington, do hereby resolve that the Mayor is authorized to sign the Purchase and Sale Agreement with the Sumner School District to purchase the real estate described in the Purchase and Sale Agreement, attached hereto and incorporated herein by this reference.

PASSED by the City Council this 11th day of May, 2010.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

**REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY DEPOSIT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is dated this _____ day of _____, 2010, by and between SUMNER SCHOOL DISTRICT NO. 320, a Washington municipal corporation (“Seller”), and CITY OF BONNEY LAKE, a Washington municipal corporation (“Purchaser”). The Effective Date shall be the date of the last party’s execution date of this Agreement and shall hereinafter be referred to as the “Effective Date”.

I. RECITALS

A. Seller is the owner of certain real property commonly known as Victor Falls Elementary School located at 11401 188th Avenue Court East, Bonney Lake, Pierce County, Washington (“Victor Falls Property”).

B. Purchaser has obtained Federal and State funds known as the Safe Walking Route Grant to develop the Fennel Creek Trail (the “Fennel Creek Walking Path” or the “Path”) and to construct sidewalks from the point of connection with Bonney Lake High School along 192nd Street East to Rhodes Lake Road (the “Sidewalk Project”). When completed, the Path and Sidewalk Project is intended to provide a safe route for students and residents in over 550 homes to Victor Falls Elementary School, Mountain View Middle School, and Bonney Lake High School. Attached hereto as Exhibit A is an Illustrative Map depicting the Fennel Creek Walking Path and the Sidewalk Project.

C. The Fennel Creek Walking Path will proceed in a southerly direction for one (1) mile along the west side of Fennel Creek to the point of connection at the Victor Falls Property (within the jurisdiction of Pierce County) where the Path will traverse westerly up the slope of the Victor Falls Property to Victor Falls Elementary School to connect to the Fennel Ridge Residential Development.

D. In conjunction with the Fennel Creek Walking Path, Purchaser desires to: (i) acquire a certain 5.66 acre portion of the Victor Falls Property (the “5.66 Acre Parcel”); (ii) obtain a trail easement over, under, and across a portion of the Victor Falls Property (the “Trail Easement”); and (iii) obtain a temporary construction easement adjacent to the Trail Easement (the “Temporary Construction Easement”) all as depicted on the Illustrative Maps of the Victor Falls Property and the Victor Falls Elementary School attached hereto as Exhibit B and Exhibit B-1.

E. Seller is willing to sell the 5.66 Acre Parcel and is willing to grant a non-exclusive, perpetual Trail Easement and a Temporary Construction Easement to Purchaser, and Purchaser is willing to acquire the 5.66 Acre Parcel, the Trail Easement, and the Temporary Construction under the terms and conditions set forth under this Agreement.

II. AGREEMENT

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. Property.

1.1 **5.66 Acre Parcel.** Purchaser agrees to purchase, and Seller agrees to sell and convey, under the terms and conditions set forth below, that certain 5.66 Acre Parcel of the Victor Falls Property, which is a portion of Parcel No. 0519092009 as illustratively shown on Exhibit B and as legally described on Exhibit C.

1.2 **Trail Easement.** Seller agrees to grant to Purchaser, and Purchaser agrees to accept, under the terms and conditions set forth below, that certain Trail Easement over, under and across a .76 acre portion of Parcel No.0519092009 as illustratively shown on Exhibit B and as legally described on Exhibit D.

1.3 **Temporary Construction Easement.** Seller agrees to grant to Purchaser, and Purchaser agrees to accept, under the terms and conditions set forth below, that certain non-exclusive, perpetual Temporary Construction Easement over, under and across a 3,116 square foot portion of Parcel No. 0519092009 as illustratively shown on Exhibit E and as legally described on Exhibit E-1.

1.4 **Definition of Property.** For purposes of this Agreement, the term “Property” as set forth below in certain provisions of this Agreement, shall mean the 5.66 Acre Parcel, the Trail Easement, and the Temporary Construction Easement.

2. Purchase Price/Consideration.

2.1 The total purchase price for the Property shall be One Hundred Thirty-Nine Thousand One Hundred and No/100 Dollars (\$139,100.00), including earnest money deposited with Closing Agent in accordance with Section 3 below, due and payable in cash at Closing (the “Purchase Price”).

2.2 As additional consideration for this Agreement, Purchaser shall reimburse Seller at Closing for:

2.2.1 its engineering, surveying, appraisal, and legal costs and expenses in a sum not to exceed \$30,000 (“Seller’s Pre-Closing Expenses”) related to the transaction contemplated under this Agreement, including but not limited to costs and expenses incurred by Seller: (i) prior to the execution of this Agreement, (ii) for preparation of this Agreement; (iii) for preparation and review by the parties and Pierce County of the required Easements under this Agreement; (iv) for preparation and review by the parties of the Escrow Agreement under this Agreement; (v) for the segregation of the Victor Falls Property to create the 5.66 Acre Parcel; and (vi) preparation of such Amended Site

Development Plan by Seller for the Victor Falls Property as required by Pierce County. Seller shall provide Purchaser at Closing with invoices evidencing such engineering, surveying, appraisal, and legal costs and expenses.

2.2.2 such engineering costs and expenses incurred by Seller in an amount not to exceed \$5,500 to be held in Escrow by Closing Agent in accordance with an Escrow Agreement to be executed between Seller and Purchaser at Closing as set forth under Sections 4.1.4 and 4.2.5 below (“Seller’s Post-Closing Expenses”) relating to, but not limited to: (i) review of the construction of the Trail Easement, and (ii) such other expenses and costs, including attorney’s fees and costs, related to construction of the Trail Easement.

3. **Earnest Money Deposit.** Within seven (7) business days of the Effective Date of this Agreement, Purchaser shall deposit with Closing Agent the sum of Five Thousand and No/100 Dollars (\$5,000.00) as an earnest money deposit (the “Deposit”). This Deposit shall be non-refundable upon satisfaction or waiver of Purchaser’s Contingencies and Seller’s Contingencies as set forth below, absent Seller’s default and except as otherwise provided herein, and shall be applied towards the Purchase Price upon Closing. As used herein the term "Deposit" shall refer to the cash deposit.

4. **Contingencies.**

4.1 **Purchaser’s Contingencies.** The Purchaser's duty to purchase is expressly conditioned upon the satisfaction of the contingencies set forth below:

4.1.1 **Permit Contingency.** On or before one hundred eighty (180) days from the Effective Date (“Permit Contingency”), Purchaser, at Purchaser’s sole cost, shall obtain all such permits and approvals to construct the Fennel Creek Walking Path, including the Trail Easement, from Pierce County, the United States Army Corps of Engineers, and such other federal, state, or local governmental entity or agency as required under all applicable Federal, State, and local statutes, ordinances, regulations and rules.

4.1.2 **Segregation of Victor Falls Property.** On or before one hundred eighty (180) days from the Effective Date (“Segregation Contingency”), Seller, at Purchaser’s sole expense, shall obtain approval from Pierce County, subject to any conditions approved by Purchaser, in its sole and absolute discretion, of a Segregation in accordance with Pierce County Code 18F.10.060A8 to create the 5.66 Acre Parcel consistent with the boundaries shown on Exhibit B and the legal description set forth on Exhibit C.

4.1.3 **Trail Easement/Temporary Construction Easement.** On or before one hundred eighty (180) days from the Effective Date (“Easements Contingency”), Seller and Purchaser shall reach agreement on a Trail Easement and a Temporary Construction Easement which shall be satisfactory to Purchaser in its sole and absolute discretion and which shall be executed at Closing.

4.1.4 **Escrow Agreement.** On or before one hundred eighty (180) days from the Effective Date (“Escrow Agreement Contingency”), Seller and Purchaser shall

reach agreement on an Escrow Agreement relating to the deposit of the sum of \$7,500 with Closing Agent for reimbursement of Seller's Post-Closing Expenses which shall be satisfactory to Purchaser in its sole and absolute discretion and which shall be executed at Closing.

4.1.5 **City Council Approval**. On or before twenty (20) days from the Effective Date ("City Council Approval Contingency"), Purchaser's Council shall approve, in Purchaser's Council's sole and absolute discretion, the terms and conditions of this Agreement, and shall authorize the Mayor to execute the Agreement and such other documents necessary to close the transaction contemplated under the Agreement, including but not limited to execution of such Easements and agreements required under this Agreement.

4.2 **Seller's Contingencies**. The Seller's obligation to grant and convey the Property to Purchaser is expressly conditioned upon the satisfaction of the contingencies set forth below:

4.2.1 **Application Review Contingency**. On or before one hundred eighty (180) days from the Effective Date ("Application Review Contingency") and prior to submittal of all applications (the "Applications") to Pierce County, the United States Army Corps of Engineers, and such other federal, state or local governmental entity or agency ("Agencies") with jurisdiction over the Property, Purchaser shall provide to Seller, for review and approval, in the exercise of Seller's reasonable discretion all such Applications, and Purchaser shall be obligated to provide Seller with any and all review comments of such Applications by any Agencies or any proposed conditions of approval to be imposed by such Agencies under such Applications.

4.2.2 **Permit Contingency**. On or before one hundred eighty (180) days from the Effective Date ("Permit Contingency"), Purchaser shall obtain all such permits and approvals to construct the Fennel Creek Walking Path, including the Trail Easement, from Pierce County, the United States Army Corps of Engineers, and such other federal, state, or local governmental entity or agency as required under all applicable Federal, State, and local statutes, ordinances, regulations and rules.

4.2.3 **Segregation of Victor Falls Property**. On or before one hundred eighty (180) days from the Effective Date ("Segregation Contingency"), Seller, at Purchaser's sole expense, shall obtain approval from Pierce County, subject to any conditions approved by Seller, in its sole and absolute discretion, of a Segregation in accordance with Pierce County Code 18F.10.060A8 to create the 5.66 Acre Parcel consistent with the boundaries shown on Exhibit B and the legal description set forth on Exhibit C.

4.2.4 **Trail Easement/Temporary Construction Easement**. On or before one hundred eighty (180) days from the Effective Date ("Easements Contingency"), Seller and Purchaser shall reach agreement on a Trail Easement and a Temporary Construction Easement which Easements shall be satisfactory to Seller, in its sole and absolute discretion, and which Easements shall be executed at Closing. The Trail Easement

shall provide, among other things, for: (i) the construction and maintenance of the Trail Easement by Purchaser, at Purchaser's sole cost and expense; (ii) the installation by Purchaser of two (2) maze gates and (2) equipment gates, the location, width, and types of gates to be determined by Seller, in its sole and absolute discretion; (iii) the construction of a retaining wall in the event that Seller's engineer, in its sole and absolute discretion, determines it is necessary in such areas where there is a grade transition; (iv) the installation of a fence by Purchaser along the south boundary line of the Trail Easement and to the easterly terminus at the location of connection with Seller's playfield; (v) placement by Purchaser of gravel at the end of Seller's bus loop; and (v) re-vegetation and such other appropriate restoration work by Purchaser of Seller's landscape buffer within the area north of the Trail Easement arising from construction of the Trail Easement by Purchaser.

4.2.5 **Escrow Agreement.** On or before one hundred eighty (180) days from the Effective Date ("Escrow Agreement Contingency"), Seller and Purchaser shall reach agreement on an Escrow Agreement relating to the deposit of the sum of \$7,500 with Closing Agent for reimbursement of Seller's Post-Closing Expenses which shall be satisfactory to Purchaser in its sole and absolute discretion and which shall be executed at Closing.

4.2.6 **Board Approval.** On or before twenty (20) days from the Effective Date ("Board Approval Contingency"), Seller's Board shall approve, in Seller's Board's sole and absolute discretion, the terms and conditions of this Agreement, and shall authorize the Superintendent to execute the Agreement and such other documents necessary to close the transaction contemplated under the Agreement, including but not limited to execution of such Easements and agreements required under this Agreement.

4.3 **Extension of Contingency Periods.**

4.3.1 Provided Purchaser has proceeded with diligence to satisfy Purchaser's Contingencies under this Agreement and provided Purchaser has notified Seller not less than fifteen (15) days prior to expiration of Purchaser's Contingencies under this Agreement, Seller hereby agrees to grant Purchaser an extension of Purchaser's Contingencies for a period not to exceed six (6) months.

4.3.2 In the event that Seller has granted Purchaser an extension of Purchaser's Contingencies under Section 4.3.1 above, Seller's Contingencies shall be extended by the same time period.

4.3.3 Any extensions granted herein shall be confirmed in writing by an Amendment to the Agreement executed by Seller and Purchaser.

4.4 **Notice of Satisfaction or Waiver of Contingencies.**

4.4.1 Purchaser and Seller shall notify the other party in writing of satisfaction or waiver of the conditions set forth under Section 4.1 and 4.2 respectively within the time periods designated therein or as extended under Section 4.3.

4.4.2 In the event Purchaser fails to notify Seller of the satisfaction or waiver of the above-identified contingencies within the time periods set forth above, Purchaser shall be deemed to have rejected the Property, and this Agreement shall be null and void and all rights and obligations of the parties shall be terminated except as otherwise provided under this Agreement and the Deposit shall be refundable to Purchaser.

4.4.3 In the event Seller fails to notify Purchaser of the satisfaction or waiver of the above-identified contingencies within the time periods set forth above, Seller shall be relieved of its duty to convey the Property to Purchaser, and this Agreement shall be null and void and all rights and obligations of the parties shall be terminated except as otherwise provided under this Agreement and the Deposit shall be refundable to Purchaser.

5. **Right of Access to and Entry Upon Property/Seller Cooperation.**

5.1 Seller hereby grants Purchaser, its agents and representatives the right of access to and entry upon the Property for the purposes of conducting such testing, studies, evaluation, surveying and inspection of the Property as Purchaser deems appropriate under this Agreement, in Purchaser's sole and absolute discretion; provided, however, Purchaser shall provide Seller with advance telephonic notice of such entry onto the Property. Purchaser shall be obligated to return the Property to its original condition to the extent reasonably possible in the event that the transaction contemplated under this Agreement fails to close.

5.2 Seller shall cooperate with Purchaser and execute any necessary documents during the Permit Contingency Period of this Agreement for the purpose of facilitating satisfaction by Purchaser of its Contingencies set forth under Section 4.1 of this Agreement.

5.3 Purchaser shall indemnify and hold Seller harmless from any claims, losses and damages, including Seller's attorney's fees and costs, arising from or relating to Purchaser's access to, entry upon, such inspections, studies, investigations, and evaluation of the Property in conjunction with contingencies under this Agreement. This Section shall survive the Closing or the termination of the transaction contemplated under this Agreement.

6. **Title Insurance and Condition of Title.**

6.1 Seller shall provide Purchaser, at Purchaser's sole expense with a preliminary commitment (the "Commitment") for title insurance policy (the "Title Policy") with extended coverage in the amount of the Purchase Price issued by Chicago Title Insurance Company as to the Property, together with a copy of the documents forming the basis for each exception therein. Within thirty (30) days from the Effective Date of this Agreement, Purchaser shall advise Seller in writing of Purchaser's approval or disapproval thereof in Purchaser's sole discretion, setting forth with specificity the item(s) which Purchaser disapproves. Purchaser's approval or waiver of an exception shall deem to be a "Permitted Exception". If Purchaser indicates its disapproval of the status of title, then Seller shall advise Purchaser within fifteen (15) days thereafter whether Seller can and will remove the items Purchaser disapproves. Seller shall have no duty or obligation of any kind or nature to remove items to which Purchaser

objects and may, in its sole and absolute discretion, choose not to remove any or all of such objectionable items. If Seller does not indicate that it will remove all such objectionable items, then, unless within ten (10) days thereafter Purchaser advises Seller in writing that Purchaser is waiving its remaining title objections, this Agreement shall thereupon be terminated, and the Deposit shall be returned to Purchaser.

6.2 Within ten (10) business days of receipt of any Supplement to the Commitment (and in any event prior to Closing), Purchaser shall advise Seller in writing of Purchaser's approval or disapproval thereof in Purchaser's sole discretion, setting forth with specificity the item(s) which Purchaser disapproves. If Purchaser indicates its disapproval of any such item, then Seller shall advise Purchaser within five (5) business days thereafter (and in any event prior to Closing) whether Seller can and will remove the items Purchaser disapproves. Seller shall have no duty or obligation of any kind or nature to remove items to which Purchaser objects and may, in its sole and absolute discretion, choose not to remove any or all of such objectionable items. If Seller does not indicate that it will remove all such objectionable items, then, unless within five (5) business days thereafter Purchaser advises Seller in writing that Purchaser is waiving its remaining title objections, this Agreement shall thereupon be terminated, and the Deposit shall be returned to Purchaser.

6.3 At Purchaser's sole option and at Purchaser's sole expense, Purchaser shall be responsible for ordering and bearing the expense of an owner's extended form title insurance coverage and such special endorsements requested by Purchaser.

7. **Conveyance.** Title to the 5.66 Acre Parcel shall be conveyed by Statutory Warranty Deed and use and possession under the Trail Easement shall be granted free of encumbrances, defects and restrictions of record except those Permitted Exceptions as provided for under Section 6 of this Agreement.

8. **Representations and Warranties.**

8.1 **Seller's Representations and Warranties.** Seller makes the following representations, warranties, and covenants to Purchaser. The following warranties and representations of Seller shall be true and correct as of the Effective Date and as of the Closing Date of this Agreement. At Purchaser's request, Seller shall execute and deliver at Closing, a certificate confirming the accuracy of the following warranties and representations. The following representations and warranties shall survive the Closing of this transaction:

8.1.1 **Power and Authority.** Seller has the authority and power to enter into this Agreement and consummate the transaction provided for herein. The individuals executing this Agreement have the authority to bind and has been duly authorized to bind Seller. This agreement and all other documents executed and delivered by Seller constitute a legal, valid, binding and enforceable obligation of Seller.

8.1.2 **No Legal Action/Investigations.** To the best of Seller's knowledge, there are no actions, lawsuits, proceedings, investigations pending, or notices of violation of any statutes, ordinances, regulations or policies from any Federal, State or local governmental entity or agency or to Seller's knowledge, threatened, before any governmental

entity, agency, court or other governmental authority relating in any manner whatsoever to the Property.

8.1.3 **Hazardous Substances.** To the best of Seller's knowledge (i) no environmentally significant amount of hazardous substances has been generated, treated, released, stored or disposed of, or otherwise deposited on the Property, including without limitation the surface and subsurface of the Property; (ii) there are no underground or above-ground storage tanks on the Property; (iii) there are no environmentally significant amount of hazardous substances on any other property adjacent to the Property under this Agreement which may support a claim or cause of action under any federal, state or local environmental statute, ordinance, regulation or other regulatory requirement; and (iv) Seller has not received any notification from any Federal, State or local governmental entity or agency of any violation of or claim of violation for the storage or disposal of any toxic or hazardous waste, material, or substance. As used herein the term "Hazardous Substances" shall mean: (a) any radioactive materials and (b) any substance or material the transportation, storage, treatment, handling, use, removal or release of which is subject to any law regarding health, safety, radioactive materials or the environment (an "Environmental Law"). Without limiting the generality of the foregoing, "Hazardous Substances" shall include: asbestos and asbestos-containing materials (whether or not friable); urea-formaldehyde in any of its forms; polychlorinated biphenyls; oil, used oil; petroleum products and their by-products; lead-based paint; and any substances defined as "hazardous waste," "hazardous substances," "pollutants or contaminants," "toxic substances," "hazardous chemicals," "hazardous pollutants," or "toxic chemicals" under an Environmental Law.

9. **Closing.**

9.1 **Date of Closing.**

9.1.1 Provided Seller has waived its Contingencies under Section 4.2 above, the Closing of this transaction shall take place within twenty (20) days following the later of the waiver or satisfaction by Purchaser or Seller of all of Purchaser's or Seller's Contingencies under Section 4.1 and Section 4.2 above, respectively.

9.1.2 For purposes of this Agreement, "Date of Closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller.

9.2 **Place of Closing.**

9.2.1 The closing of this transaction shall take place through the escrow offices of Chicago Title Insurance Company, 4717 South 19th Street, Suite 201, Tacoma, WA 98405 Telephone: 253-671-6623, Attention: Renee Sorenson (the "Closing Agent") or in such other location selected by Closing Agent and convenient for Seller.

9.2.2 The location of Closing shall be at a location convenient to Purchaser and Closing Agent shall make arrangements with Purchaser for execution of all Closing Documents in a location convenient for Purchaser.

9.3 **Closing Adjustments and Closing Costs.**

9.3.1 Purchaser shall be responsible for the cost of standard coverage title insurance, the premium for extended coverage, and any endorsements requested by Purchaser. Escrow costs of Purchaser and Seller shall be borne by Purchaser. The payment of real estate excise tax will be exempt under the terms of WAC Section 458-61A-205. Seller and Purchaser are both exempt from the payment of real estate taxes except surface water management fees shall be prorated between Seller and Purchaser to the Date of Closing based upon the ratio of the 5.66 Acre Parcel to the entire Victor Falls Property.

9.3.2 Purchaser shall be responsible for the recording fees for the Statutory Warranty Deed and the Trail Easement.

9.3.3 Utilities shall be handled outside of Closing.

9.4 **Execution of Documents.** Both parties shall be obligated to execute all documents reasonably necessary to close the transaction upon request by the Closing Agent in order that all appropriate and necessary documents are tendered to the Closing Agent prior to the Closing Date, including but not limited to: (i) a Statutory Warranty Deed, (ii) Trail Easement, (iii) Temporary Construction Easement, (iv) Escrow Agreement, and (v) FRPTA Affidavit.

10. **"AS-IS" SALE.** IN ACCORDANCE WITH THIS AGREEMENT, PURCHASER AND ITS REPRESENTATIVES (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL CONSULTANTS, ARCHITECTS AND ENGINEERS) HAVE BEEN OR WILL BE AFFORDED THE RIGHT AND OPPORTUNITY TO ENTER UPON THE PROPERTY AND TO MAKE SUCH INSPECTIONS OF THE PROPERTY AND MATTERS RELATED THERETO, INCLUDING THE CONDUCT OF SOIL, ENVIRONMENTAL AND ENGINEERING TESTS, AS PURCHASER AND ITS REPRESENTATIVES DESIRE, SUBJECT TO THE PROVISIONS OF SECTION 5. PURCHASER FURTHER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH UNDER THE STATUTORY WARRANTY DEED AND THE REPRESENTATIONS UNDER SECTION 8, PURCHASER IS ACQUIRING THE PROPERTY IN WHOLLY AN "AS-IS" CONDITION WITH ALL FAULTS WHETHER KNOWN OR UNKNOWN. IN PARTICULAR, BUT WITHOUT LIMITATION, EXCEPT AS SET FORTH IN SECTION 8, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE AND CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SOILS OR GROUNDWATERS OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON OR UNDER THE PROPERTY. THIS SECTION SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT.

Purchaser/By: _____

11. **Default.**

11.1 **Purchaser's Remedies.** In the event of Seller's breach of this Agreement, Purchaser shall have the right to enforce this Agreement by specific performance or any other remedy available at law or in equity to Purchaser. Purchaser at its option may elect to waive the performance of any condition, contingency, or provision in Purchaser's favor set forth in this Agreement.

11.2. **Seller's Remedies.** In the event of Purchaser's breach of this Agreement, Seller shall have the right to enforce this Agreement by any remedy available at law or equity, including but not limited to specific performance. Seller at its option may elect to waive the performance of any condition, contingency or provision in Seller's favor set forth in this Agreement.

12. **Risk of Loss.** Seller shall bear the risk of casualty or loss to the Property, including any improvements on the Property until this transaction has closed. In the event of any casualty or loss to the Property before closing, Purchaser shall have the option, at Purchaser's sole and absolute discretion, of terminating this Agreement and the Deposit shall be refundable to Purchaser.

13. **Possession.** Purchaser shall be entitled to possession of the 5.66 Acre Parcel upon Closing and the right of use of the Trail Easement and the Temporary Construction Easement upon Closing.

14. **Real Estate Commission.** Seller and Purchaser warrant and represent that neither party has employed the services of a real estate brokerage or agent to assist in the procurement of this Agreement. Seller and Purchaser each agree to indemnify, defend and hold harmless the other from and against any liability, damages, fees and expenses arising out of or in any way connected with such indemnifying party's representations under this section. The representations and warranties under this section shall survive the closing of the transaction contemplated under this Agreement.

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

16. **Integration; Modification; Waiver.** This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Agreement cannot be modified, or any change hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

17. **Assignment/Binding Nature.** All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs,

assigns, administrators, and executors of the parties hereto; provided, however, this Agreement shall not be assignable by either Seller or Purchaser without the other parties written consent.

18. **Notices**. All notices provided for herein may be delivered by overnight courier service, mailed registered or certified mail, return receipt requested, or transmitted via facsimile. If a notice is sent via overnight courier, it shall be deemed delivered upon the next business day. If a notice is mailed, it shall be considered delivered three (3) days after deposit in such mail. If a notice is sent via facsimile, it shall be deemed delivered upon receipt of verification of transmission. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

Seller: Sumner School District No. 320
1202 Wood Avenue
Sumner, WA 98390
Attention: Craig Spencer, Assistant Superintendent
of Administrative Services
Telephone: 253-891-6083
Facsimile: 253-891-6101
Email: craig_spencer@sumner.wednet.edu

with a copy to: Mary J. Urback, Esq.
Mary J. Urback PLLC
12417 12th Street East
Edgewood, WA 98372
Telephone: 253-826-9504
Facsimile: 253-863-0225
Email: murback@earthlink.net

Purchaser: City of Bonney Lake
19306 Bonney Lake Boulevard
Bonney Lake, WA 98391-0944
Telephone: 253-447-4334
Facsimile: 253-862-8538
Attention: Gary Leaf, Community Services Director
Email: leafg@ci.bonney-lake.wa.us

19. **Calculation of Time Periods**. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific Daylight Time.

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

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

22. **Construction.** Seller and Purchaser acknowledge that each party has had an opportunity to employ legal counsel or other representative to review this Agreement and such representative or legal counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments thereto, and the same shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

23. **Time.** Time is of the essence in each and every covenant and condition of the Agreement.

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

SELLER:
SUMNER SCHOOL DISTRICT NO. 320, a
Washington municipal corporation

PURCHASER:
CITY OF BONNEY LAKE, a Washington
municipal corporation

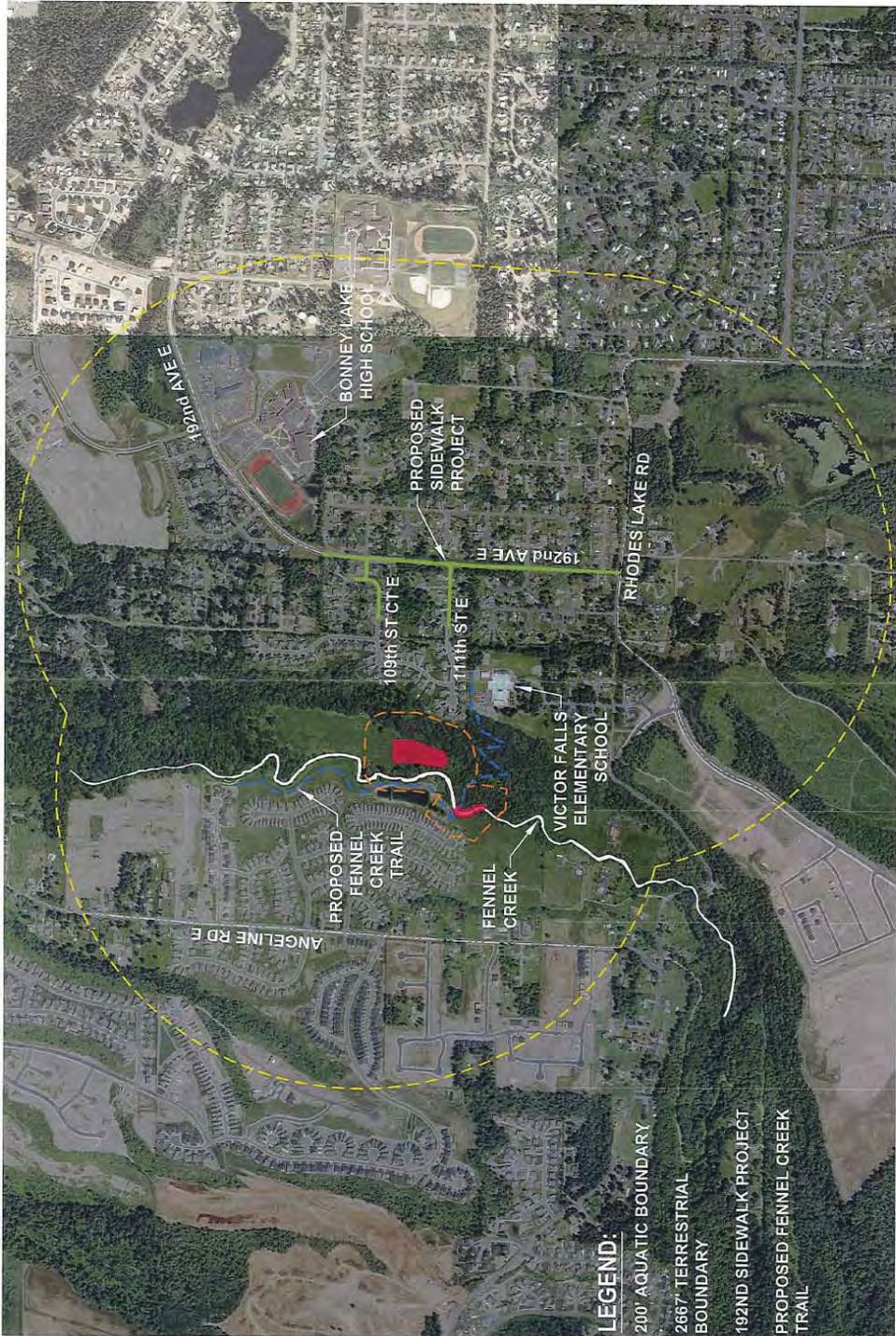
By: _____
Dr. Gilbert A. Mendoza
Its: Superintendent
Date: _____

By: _____
Neil Johnson
Its: Mayor
Date: _____

LIST OF EXHIBITS

- Exhibit A: Illustrative Map of Fennel Creek Walking Path and Sidewalk Project
- Exhibit B: Illustrative Map of Victor Falls Property
- Exhibit B-1: Illustrative Map of Fennel Creek Walking Path
with Victor Falls Elementary School
- Exhibit C: Legal Description of 5.66 Acre Parcel
- Exhibit D: Legal Description of Trail Easement
- Exhibit E: Illustrative Map of Temporary Construction Easement Area
- Exhibit E-1: Legal Description of Temporary Construction Easement Area

EXHIBIT A
ILLUSTRATIVE MAP OF FENNEL CREEK WALKING PATH
AND SIDEWALK PROJECT



LEGEND:
 200' AQUATIC BOUNDARY
 2667' TERRESTRIAL BOUNDARY
 192ND SIDEWALK PROJECT
 PROPOSED FENNEL CREEK TRAIL



Figure 3
Fennel Creek Trail / 192nd Ave Sidewalks
Action Area

EXHIBIT B
ILLUSTRATIVE MAP OF VICTOR FALLS PROPERTY

EXHIBIT B-1
ILLUSTRATIVE MAP OF FENNEL CREEK WALKING PATH
WITH VICTOR FALLS ELEMENTARY SCHOOL



Figure 2
Fennel Creek Trail
Project Site Plan

EXHIBIT C
LEGAL DESCRIPTION OF 5.66 ACRE PARCEL

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 9, Township 19 North, Range 5 East, W.M., Pierce County, Washington, described as follows:

Commencing at the North Quarter Corner of Section 9, Township 19 North, Range 5 East, W.M., in Pierce County, Washington; thence North 88°51'34" West along north line of said section, 757.11 feet to the TRUE POINT OF BEGINNING; thence South 24°08'01" West, 638.19 feet; thence South 17°42'45" West, 83.00 feet; thence North 88°51'32" West, 100.00 feet; thence North 02°06'14" East, 208.73 feet; thence North 88°51'32" West, 208.73 feet; thence North 02°06'14" East, 458.40 feet to the North Line of said Section; thence along said Section Line South 88°51'34" East, 570.48 feet to the True Point of Beginning.

Contains 5.66 acres more or less.

EXHIBIT D
LEGAL DESCRIPTION OF TRAIL EASEMENT

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 9, Township 19 North, Range 5 East, W.M., Pierce County, Washington, described as follows:

Commencing at the North Quarter Corner of Section 9, Township 19 North, Range 5 East, W.M., thence North 88°51'34" West along the North Line of said Section, 218.27 feet to the TRUE POINT OF BEGINNING; thence South 01°08'26" West, 20.00 feet; thence North 88°51'34" West, 333.14 feet; thence South 78°41'25" West, 29.32 feet; thence South 53°47'24" West, 29.32 feet; thence South 23°41'43" West, 32.09 feet; thence South 73°48'42" West, 142.98 feet; thence South 24°08'01" West, 207.23 feet; thence South 43°57'59" East, 47.49 feet to a point on a 60.00-foot-radius curve to the left (radius point bears South 7°07'54" East); thence along said curve 32.47 feet, through a central angle of 31°00'25"; thence North 43°57'59" West, 77.97 feet; thence North 24°08'01" East, 315.93 feet; thence South 88°51'34" East, 522.23 feet to a point of curvature of a 8.00-foot-radius curve to the left; thence along said curve 12.57 feet, through a central angle of 90°00'00" to the North Line of said Section; thence South 88°51'34" East along said Section Line, 12.00 feet to the True Point of Beginning.

Contains 0.76 acres more or less.

EXHIBIT E
ILLUSTRATIVE MAP OF TEMPORARY CONSTRUCTION EASEMENT AREA

EXHIBIT MAP

PIERCE COUNTY, WASHINGTON

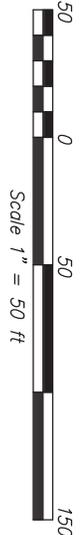


NO.	DIRECTION	DIST.
L1	S 23°41'43" W	32.09'
L2	N 53°47'24" E	29.32'
L3	N 78°41'25" E	29.32'
L4	N 88°51'34" W	12.00'
L5	N 23°41'43" E	19.94'
L6	S 53°47'24" W	44.37'
L7	N 78°41'25" E	26.02'
L8	N 01°08'26" E	10.00'

LEGEND

TEMPORARY CONSTRUCTION EASEMENT

PATH



A Portion of
the NE 1/4 of the NW 1/4
in Section 9, Township 19 North, Range 5
East, W.M., Pierce County, Washington

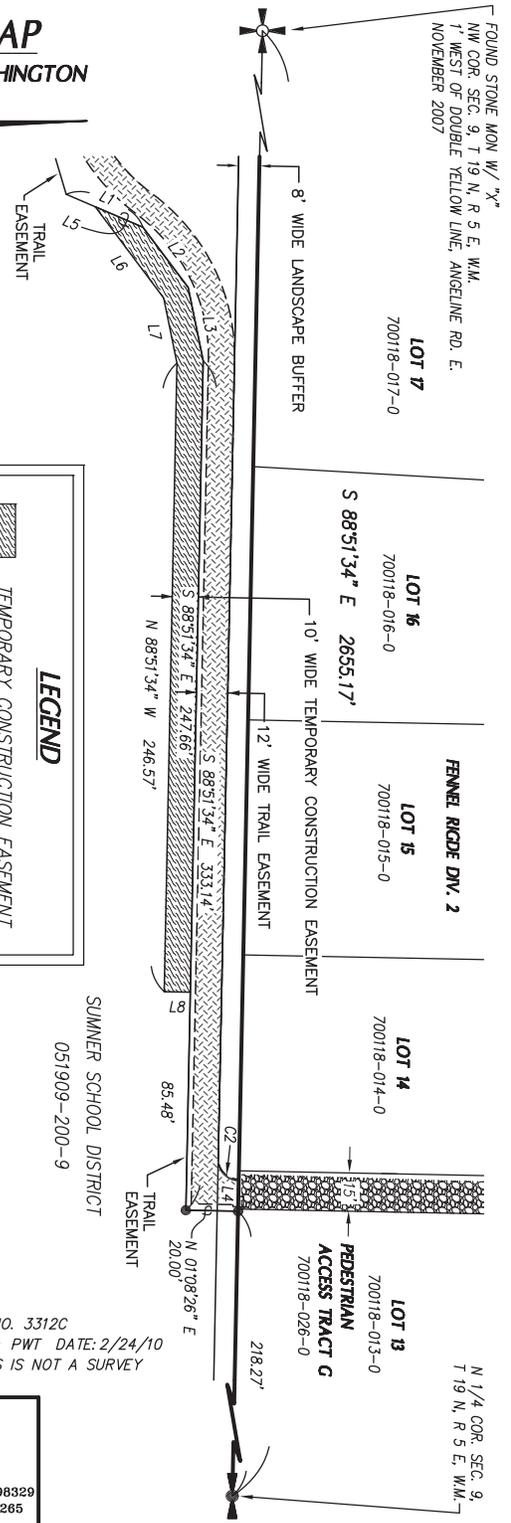


Aspen Land Surveying LLC

9507 - 131st Street NW, Gig Harbor, WA 98329
(253) 857-4265 FAX: (253) 857-9265

DRAWING NO. 3312C
DRAWN BY: PWT DATE: 2/24/10
NOTE: THIS IS NOT A SURVEY

SUMNER SCHOOL DISTRICT
051909-200-9



FOUND STONE MON W/ "X"
NW COR. SEC. 9, T 19 N, R 5 E, W.M.
1' WEST OF DOUBLE YELLOW LINE, ANGELINE RD. E.
NOVEMBER 2007

N 1/4 COR. SEC. 9,
T 19 N, R 5 E, W.M.

EXHIBIT E-1
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

Commencing at the North Quarter Corner of Section 9, Township 19 North, Range 5 East, W.M., thence North 88°51'34" West along north line of said section, 218.27 feet; thence South 1°08'26" West, 20.00 feet; thence North 88°51'34" West, 85.48 feet to the True Point of Beginning; thence South 1°08'26" West, 10.00 feet; thence North 88°51'34" West, 246.57 feet; thence South 78°41'25" West, 26.02 feet; thence South 53°47'24" West, 44.37 feet; thence North 23°41'43" East, 19.94 feet; thence North 53°47'24" East, 29.32 feet; thence South 88°51'34" East, 247.66 feet; to the True Point of Beginning.
Containing 3,116 square feet more or less.

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

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 11 May 2010	<u>Agenda Bill Number:</u> AB10-81
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2035	<u>Councilmember Sponsor:</u> Jim Rackley

Agenda Subject: Developers Extension Agreement for First Pentecostal Church of Puget Sound

Proposed Motion: Motion to approve the Developers Extension Agreement for Water between First Pentecostal Church of Puget Sound and the City of Bonney Lake.

Administrative Recommendation:

Background Summary: The First Pentecostal Church of Puget Sound is developing a site on parcel 5075002280 in the plat of Lake Tapps Tacoma Point, Block 5, Lot 8, Section 8 Township 20 North, Range 5 East. The extension of the water system will be to provide fire flow coverage for the development.

Attachments:
DEA
Map
Resolution

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

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Community Development Committee - 03 May 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
------------------------	-------	-----------------------------

Action Item #1

COMMUNITY DEVELOPMENT COMMITTEE

DATE: May 3, 2010

ORIGINATOR: John Woodcock

TITLE: Engineer

SUBJECT: Motion to approve the Developers Extension Agreement for Water between First Pentecostal Church of Puget Sound and the City of Bonney Lake

The First Pentecostal Church of Puget Sound is developing a site on parcel 5075002280 in the plat of Lake Tapps Tacoma Point, Block 5, Lot 8, Section 8 Township 20 North, Range 5 East. The extension of the water system will be to provide fire flow coverage for the development.

ORDINANCE/RESOLUTION: 2035

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>
N/A			

Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	<u>5-3-10</u>		_____
Randy McKibbin	<u>5/3/10</u>		_____
Donn Lewis	<u>5-3-10</u>		_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK

CITY ATTORNEY

Please schedule for City Council Meeting date of: May 11, 2010

Consent Agenda: Yes No

RESOLUTION NO. 2035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER DEVELOPER EXTENSION AGREEMENT WITH FIRST PENTECOSTAL CHURCH OF PUGET SOUND.

WHEREAS the City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water improvements to the City's system enforcing the codes and requirements of the city for the design and installation of the systems; and

WHEREAS the City Council finds that it is in the public interest that this agreement be carried out at this time

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached developer's extension agreement with the First Pentecostal Church of Puget Sound.

PASSED and adopted by the City Council this 11th day of May 2010.

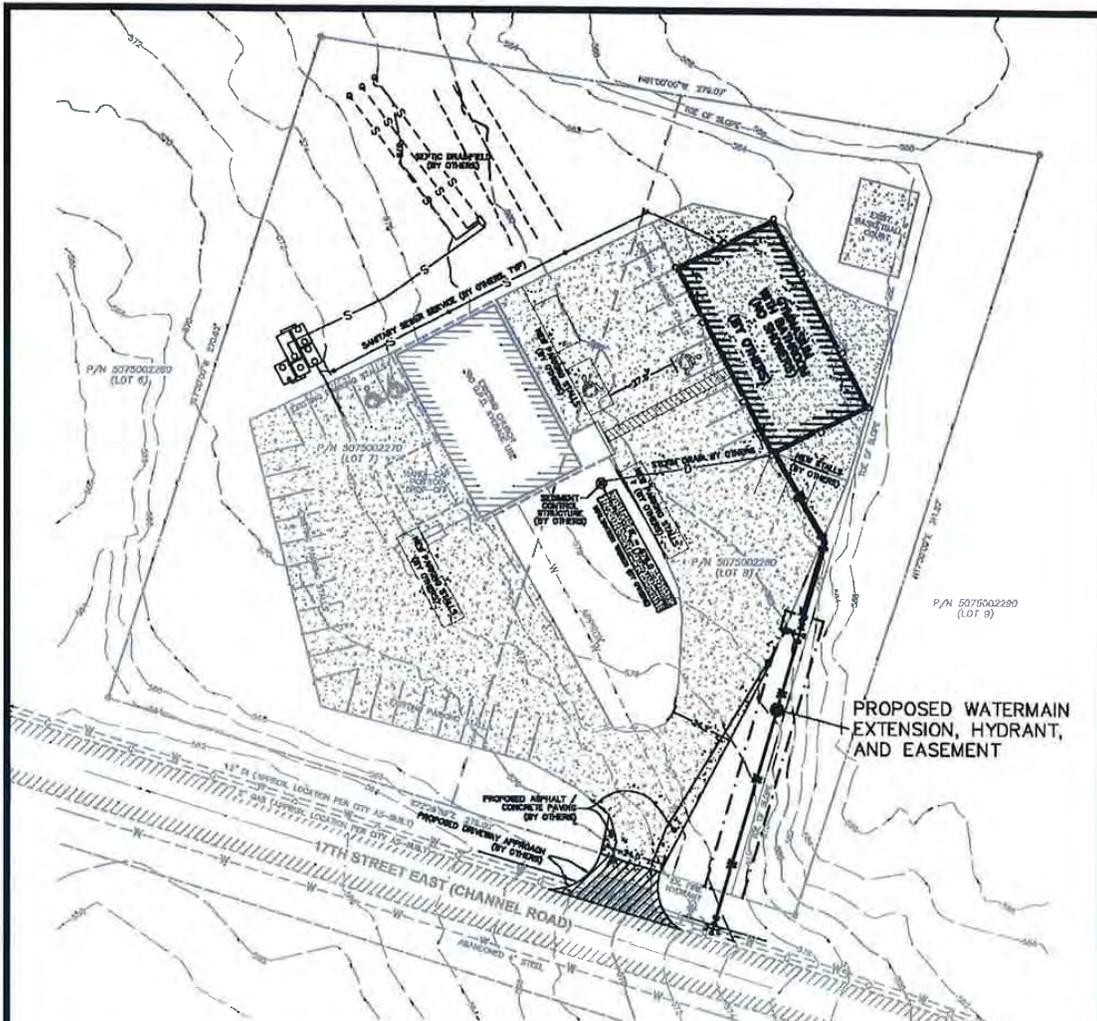
Neil Johnson, Mayor

ATTEST:

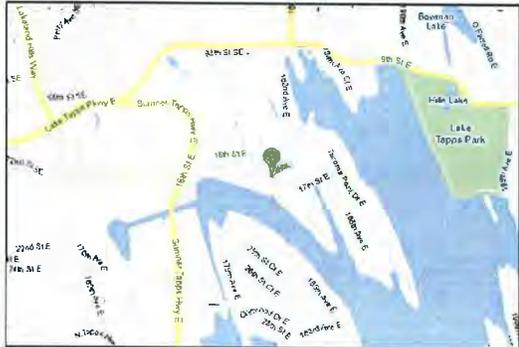
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

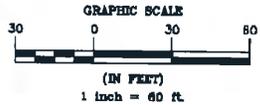


SITE PLAN
SCALE 1" = 60'



VICINITY MAP
N.T.S.

PRELIMINARY
FOR REVIEW



**PROPOSED WATER EXTENSION
PARCEL NO. 5075002270 / 80
DEVELOPER'S EXTENSION AGREEMENT**

FIRST PENTECOSTAL CHURCH

© Hedges Engineering & Consulting, Inc. 2010.08\CADD\SheetLines\WATER	DESIGN JJM	DRAWN JJM	APPR JFF	PLATTER 4-27-10	HEDGES Engineering & Consulting, Inc. 913 Kincoed Avenue, Sunnyside, WA 98380 (253)961-9365 1-800-540-8547	SHEET - PLANS - SURVEYS 1
	SCALE SEE PLAN	PLOTTING CORPORATION WATER-PP	DATE 2010.08-30			

City of Bonney Lake

Developer Extension Checklist

Name of ^{PROJECT} Plat ONSITE HYDRANT + FIRE SERVICE CONNECTION

Developer FIRST PENTECOSTAL CHURCH OF PUGET SOUND

Contact Person KENNETH BOW Phone 253 347 4999

Developer's Engineer ^{JEREMY METZLER, P.E.} HEDGES ENGINEERING + CONS. Phone (253) 891-9365

Contractor LARRY MORRISON Phone (253) 606-5458

	Date	Completed
Developer Extension Application	_____	_____
Developer Extension Agreement (Council Approval)	_____	_____
Latecomer Agreement Executed (Council Approval)	_____	_____
4 Sets of Plans Submitted (City Engineer)	_____	_____
Developer Deposit Received for Review Costs	_____	_____
Civil Plans Approved (City Engineer)	_____	_____
Pierce County Fire Approval (If Required)	_____	_____
Developer Deposit Received for Inspections (If required)	_____	_____
Pre-construction Conference	_____	_____
City, County & State Permits Applied for	_____	_____
County (City will apply for)	_____	_____
City (Developer will apply for Street Restoration Bond)	_____	_____
State (Developer will apply with WSDOT for pavement cuts)	_____	_____
Construction Start	_____	_____
Construction Schedule (Begins/Ends)	_____	_____

Final Inspection (Punch List)	_____	_____
City Engineer Final Project Approval	_____	_____
Performance Bond Received (If Required)	_____	_____
Maintenance Bond Received	_____	_____
Affidavit of No Liens Received	_____	_____
Insurance Certificate Received	_____	_____
Bill of Sale Received & Approved (City Engineer)	_____	_____
Easements Received & Approved (Recorded by Developer)	_____	_____
1 Set Approved "As-Builts" on Mylar	_____	_____
1 Set Approved "As-Builts" Electronically	_____	_____

Final Approval Granted on this _____ day of _____, 20__.

City Engineer's Signature

Date

Release Performance Bond (If required) (Once obligation is complete)	_____	_____
Release Maintenance Bond (Once 1 yr. Inspection & punch list complete)	_____	_____



WATER DEVELOPERS AGREEMENT

PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and FIRST PENTECOSTAL CHURCH OF PUGET SOUND, hereinafter referred to as "Developer".

WITNESSETH: That whereas the City of Bonney Lake, a municipal corporation, provides WATER service within the corresponding WATER service area boundary, and the above-named Developer is preparing to construct a WATER system, or additions thereto, and said development requires the City's WATER service;

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Developer agrees to design and/or construct the WATER system, or additions thereto, to be connected to the City's WATER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER system, or additions thereto, shall be located within that area commonly referred to as PIERCE COUNTY P/N 5075002280, which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".
- II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER plan, which agreement shall include oversizing of WATER mains as may be identified in the City's adopted WATER comprehensive plan.
 - A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.
 - B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.
- III. The developer agrees that the construction of the WATER system, or additions thereto, shall not commence until the following conditions have been fulfilled:
 - A. The developer shall furnish the City with three (3) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.
 - B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.

- C. Minimum requirements for all plans for WATER system, or additions thereto, submitted to the City for review are:
1. Three (3) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant.
 2. A preliminary plat of the area in which said WATER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.
 3. A map showing the location of the plat in relation to the surrounding area.
 4. A contour map of the plat with contour intervals of two feet or less.
 5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.
 6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
 7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.
 8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.
 9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".
 10. Approvals from all regulatory agencies.
- D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:
1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER improvements.
 2. All lots shall be fully staked to assist all parties involved in the proper location of the WATER system including services.
 3. All hydrants and valves shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to

"approval construction drawings" may be warranted and required by the City, based on actual local field conditions.

4. All contractors and subcontractors shall have a current Washington State Contractors License.
 5. The Developer's WATER system, or additions thereto, on Premises shall not be connected to the City WATER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.
- E. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to defend and hold the City harmless from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Developer's express or implied obligations under this Agreement. The Developer waives any right of contribution against the City.

It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or Subcontractor under Workman's Compensation Acts, disability benefits acts or other employees' benefit acts. The City and the Developer agree that all third party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered by the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. All investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, the City shall be responsible for all damages payable to the third party claimant. In the event that the City and the Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and the City, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court findings, and, in addition thereto, the Developer shall hereunder reimburse or pay the City for all damages paid or payable to the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25% negligent, the Developer shall not be required to indemnify the City for any amount in excess of 25% of the claimant's total damages.

The Developer shall ensure that all construction contracts entered into for the WATER SYSTEM name the City of Bonney Lake as an additional insured.

- F. In the event the Developer in his operation damages or disrupts existing improvements, the repairs shall be made at the Developer's expense. In the event they are so damaged or the service disrupted and the Developer fails or is unable to immediately restore the service, then the Owners of the improvements may cause the repairs to be made by others and all costs for the same shall be at the Developer's own expense.

Where the construction crosses or is adjacent to existing utilities, the Developer shall exercise extreme care to protect such utilities from damage.

If any damage is done to an existing utility, the Developer shall notify the utility company involved who will dispatch a crew to repair the damage at the Developer's expense. All costs for the same shall be at the Developer's own expense.

The Developer shall be aware that some existing WATER facilities are known to contain asbestos cement pipe. The Developer shall conduct all work related to existing asbestos cement pipe in strict accordance with WISHA safety regulations and provisions contained within WAC 296-62077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing, asbestos cement pipe, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air Pollution Control Agency. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the asbestos cement pipe shall be scored and broken in lieu of the sawing or other methods which release fibers into the atmosphere. Waste asbestos pipe shall be buried in the trench. Asbestos pipe to be abandoned in – place shall not be disturbed, except as noted herein, and shall remain in its original position.

The Developer is cautioned that all existing drainage systems, whether open ditch, buried pipe, or drainage structures, are not on record. It shall be the responsibility of the Developer to repair or replace all such systems found during construction, which are damaged by the Developer's construction in a manner which is satisfactory to the City.

Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangements in advance with such property owners, to insure that no conflicts will ensue after the property is restored as described above. The Developer will be required to furnish the City with a written release from said private property owners, if the City deems it to be necessary to obtain such document.

- IV. The construction, of the Developer's WATER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable

advance notice on his construction schedule during, the various construction phases as requested by the City.

- V. The Developer further agrees to pay an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred.
- VI. The Developer's WATER & SEWER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:
 - A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
 - B. Payment of all permit fees and equivalent assessment charges and any other applicable City charges required for Premises.
 - C. Payment of all plan check and inspection fees.
 - D. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.
 - E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.
 - F. Furnish the City with a Bill of Sale conveying, the WATER & SEWER system to the City.
 - G. Furnish a one year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the WATER & SEWER system will be free of defects in labor and materials. Form to be prescribed by the City.
- VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.
- VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above, the City shall accept the WATER system, and agree therewith to operate and maintain said system.
- IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to

5 of 7

the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this 26 day of April 2010

DEVELOPER: Kenneth Bow Date 4/26/2010

Signature
FIRST Pentecostal Church / Kenneth Bow
Printed Name

Pastor
Company Title (as applicable)

18111 17th St East
Address

Lake Tapps WA 98391
City State Zip

Phone No. 253 347 4999 FAX No. 253 863 0966

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this ___ day of _____ 20__

Neil Johnson Jr., Mayor

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT 'A'

PROJECT
PLAT NAME ONSITE HYDRANT + FIRE SERVICE CONNECTION
DEVELOPER: FIRST PENTECOSTAL CHURCH OF PUGET SOUND
LEGAL DESCRIPTION: PIERCE CO. P/N 5075 002280 -
PLAT OF LAKE TAPPS TACOMA POINT, BLOCK 5, LOT 8;
SITUATED IN SECTION 8, TOWNSHIP 20 N, RANGE 5 E, W.M.;
COUNTY OF PIERCE, STATE OF WASHINGTON

**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> 11 May 2010	<u>Agenda Bill Number:</u> AB10-86
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2038	<u>Councilmember Sponsor:</u> Deputy Mayor Swatman

Agenda Subject: Bonney Lake Elementary School: SEPA Mitigation Agreement

Proposed Motion: Authorization for Mayor to sign SEPA Mitigation Agreement with Sumner School District for Renovation of Bonney Lake Elementary School

Administrative Recommendation: That City Council review and approve this agreement during the Finance Committee and City Council Meeting on 11 May 2010.

Background Summary: Sumner School District is preparing to start a remodel of Bonney Lake Elementary School (BLES). During the SEPA review process, frontage improvements were discussed between school district and city staff. One concern identified was to improve the sidewalks serving BLES. During discussion, there was debate about whether the City could require off site improvements as part of a renovation project. In order to provide for the welfare of the students, both the school district and city staff agreed that the district would fund the construction of sidewalks within their frontage on 82nd Street and would fund construction of an offsite sidewalk on 80th Street that connects Locust Ave to the school frontage. To reach this agreement, the City accepted responsibility for completing design and construction of these two sidewalks. The City will have five years to complete this project; however, city staff intends to complete this project in 2011.

School District staff have requested the city sign this document so it can be presented for final approval to the School District Board during their 12 May 2010 meeting.

Attachments: Resolution 2038 and SEPA Mitigation Agreement (two copies)

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation: After the School Board approves this agreement, the school district will send the city a check in the amount of \$215,000.			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 11 May 2010
Commission/Board Review Date: -
Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s): _____ **Public Hearing Date(s):** _____
Meeting Date(s): 11 May 2010 **Tabled To Date:** _____

Signatures:

Director Authorization DAN GRIGSBY	Mayor	Date City Attorney Reviewed
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FINANCE COMMITTEE

DATE: 5/11/10

ORIGINATOR: Dan Grigsby

TITLE: Public Works Director

SUBJECT/DISCUSSION: Authorization for Mayor to sign SEPA Mitigation Agreement with Sumner School District for Renovation of Bonney Lake Elementary School

Sumner School District is preparing to start a remodel of Bonney Lake Elementary School (BLES). During the SEPA review process, frontage improvements were discussed between school district and city staff. One concern identified was to improve the sidewalks serving BLES. During discussion, there was debate about whether the City could require off site improvements as part of a renovation project. In order to provide for the welfare of the students, both the school district and city staff agreed that the district would fund the construction of sidewalks within their frontage on 82nd Street and would fund construction of an offsite sidewalk on 80th Street that connects Locust Ave to the school frontage. To reach this agreement, the City accepted responsibility for completing design and construction of these two sidewalks. The City will have five years to complete this project; however, city staff intends to complete this project in 2011.

School District staff has requested the city sign this document so it can be presented for final approval to the School District Board during their 12 May 2010 meeting.

ORDINANCE/RESOLUTION # 2038

REQUEST OR RECOMMENDATION BY ORIGINATOR: Deputy Mayor Swatman

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE MAYOR

FINANCE DIRECTOR _____
CITY ATTORNEY _____

BUDGET INFORMATON

BUDGETED ITEM:

<u>2010 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
\$0	\$0	\$0	\$0

Explanation:

After the School Board approves this agreement, the school district will send the city a check in the amount of \$215,000.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
--	-------------	-----------------	--------------------

Dan Swatman, Chairperson _____

Jim Rackley _____

Mark Hamilton _____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK	FINANCE DIRECTOR	CITY ATTORNEY
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Please schedule for City Council Meeting date of: May 11, 2010

Consent Agenda: Yes No

RESOLUTION NO. 2038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING ENTERING INTO A SEPA MITIGATION AGREEMENT WITH SUMNER SCHOOL DISTRICT FOR THE BONNEY LAKE ELEMENTARY SCHOOL REMODLING PROJECT.

WHEREAS, Sumner School District is preparing to remodel Bonney Lake Elementary School; and,

WHEREAS, it is in the best interest of child safety to construct sidewalks leading to this school; and,

WHEREAS, the City Council has approved a Non Motorized Transportation Plan that encourages construction of sidewalks serving schools; and,

WHEREAS, Sumner School District will provide \$215,000 for the City of Bonney Lake to construct sidewalks adjacent to Bonney Lake Elementary School;

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached mitigation agreement.

PASSED and adopted by the City Council this 11th day of May 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

**MITIGATION AGREEMENT BETWEEN CITY OF BONNEY LAKE
AND SUMNER SCHOOL DISTRICT NO. 320 RELATING TO
BONNEY LAKE ELEMENTARY SCHOOL REMODEL PROJECT**

This Mitigation Agreement relating to Bonney Lake Elementary School Remodel Project ("Agreement") is entered into this ____ day of May, 2010, between CITY OF BONNEY LAKE, a Washington municipal corporation (the "City"), and SUMNER SCHOOL DISTRICT NO. 320, a Washington municipal corporation (the "District").

I. RECITALS

A. The District is in the process of obtaining approval of a building permit from the City for the remodeling and modernization of Bonney Lake Elementary School (the "Elementary Remodel Project" or the "Project") located at 18715 80th Street East, Bonney Lake, Washington (the "Project Site").

B. In conjunction with obtaining a building permit for the Elementary Remodel Project, the District notified the City that the District intended to assume Lead Agency status for review of the Project as authorized under the State Environmental Policy Act ("SEPA") and as authorized under the District's SEPA Board Policy No. 9240. The District prepared and submitted to the City and other governmental agencies an Expanded Environmental Checklist for review.

C. Based upon the City's review of the Expanded Environmental Checklist, the City requested that the District make certain frontage improvements: (i) along the Project's frontage bordering 80th Street East and bordering 82nd Street East and (ii) from Locust Avenue along the south side of 80th Street to the Project Site.

D. Although there was disagreement as to the application of the City's policies and regulations for purposes of requiring off-site frontage improvements arising from the impact of the Remodel Project, the District agreed to resolve such disagreement in order to improve pedestrian access to Bonney Lake Elementary School in conjunction with obtaining a building permit from the City.

E. The District, as Lead Agency, therefore, issued a Mitigated Determination of Non-Significance on March 17, 2010, imposing as a condition of the Elementary Remodel Project, the requirement to enter into a SEPA Mitigation Agreement with the City of Bonney Lake for the construction of certain frontage improvements.

F. The purpose of this Agreement is to establish the terms and conditions under which funds shall be contributed by the District to the City for the construction of certain frontage improvements consistent with the SEPA and the requirements of RCW 82.02.020.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits and covenants herein, the parties agree as follows:

1. The City and the District agree that this Agreement is a voluntary agreement in accordance with the terms of RCW 82.02.020 which is reasonably necessary as a direct result of the Elementary Remodel Project. The City and the District agree that the basis for the District's monetary contribution under this Agreement is the reasonable anticipation that students will walk from neighboring residential developments to Bonney Lake Elementary School.

2. The City and the District waive and relinquish their rights to protest or challenge in any forum the enforceability of the terms and conditions of this Agreement and hereby covenant and undertake that the each party will forever refrain and desist from instituting, asserting, or proceeding to challenge the enforceability of this Agreement. The City and the District agree to waive any claims concerning the voluntary character of this Agreement.

3. The District shall contribute the sum of Two Hundred Fifteen Thousand and No/100 Dollars (\$215,000) (the "Frontage Mitigation Funds") to the City for construction by the City of frontage improvements (i) on the south side of 80th Street East from Locust Avenue to the Project Site and (ii) on 82nd Street East abutting the Project Site (the "Frontage Improvements").

4. The City and the District agree that the Frontage Mitigation Funds shall be used solely by the City for the design and construction of curb, gutter, sidewalks, and any necessary appurtenant stormwater improvements by the City (i) on the south side of 80th Street East from Locust Avenue to the Project Site and (ii) on 82nd Street East abutting the Project Site.

5. Payment of the Frontage Mitigation Funds to the City shall be made by the District with ten (10) days from the Effective Date of this Agreement.

6. The City shall hold the Frontage Mitigation Funds received under this Agreement in an account maintained by the City in its sole discretion consistent with the terms and conditions of this Agreement for a period not to exceed five (5) years as provided hereinbelow.

7. In the event the Frontage Improvements have not commenced within the five (5) year period provided under this Agreement, the Frontage Mitigation Funds shall be refunded to the District with interest in the amount collected by the City on such Funds. The District waives the right to a refund with interest at the rate authorized under ch. RCW 82.02.

8. The term of this Agreement shall be for a period of five (5) years commencing with the receipt by the City of the Frontage Mitigation Funds required under this Agreement. This Agreement shall terminate either upon expenditure of the Frontage Mitigation Funds or upon reimbursement of the Frontage Mitigation Funds to the District as provided hereinabove.

9. All notices provided for herein may be delivered by overnight courier service, mailed registered or certified mail, return receipt requested, or transmitted via facsimile. If a notice is sent via overnight courier, it shall be deemed delivered upon the next business day. If a notice is mailed, it shall be considered delivered three (3) days after deposit in such mail. If a notice is sent via facsimile, it shall be deemed received upon receipt of verification of transmission. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

City: City of Bonney Lake
8720 Main Street East
Bonney Lake, WA 98391
Mailing: P.O. Box 7380
Bonney Lake, WA 98391-0944
Attention: Dan Grigsby, P.E.
Director of Public Works
Telephone: 253-447-4347
Facsimile: 253-826-1921

District: Sumner School District
1202 Wood Avenue
Sumner, WA 98390
Attention: Craig Spencer,
Assistant Superintendent
Telephone: 253-891-6084
Facsimile: 253-891-6101

10. In the event that any party to this Agreement retains an attorney to enforce any of the provisions hereof, the prevailing party shall be entitled to reasonable attorneys fees and costs incurred in both trial and appellate courts or incurred in such alternative forum agreed upon by the parties.

11. This Agreement is made with reference and is intended to be construed in accordance with the laws of the State of Washington. The parties agree that the venue for any suit brought under this Agreement shall be exclusively in Pierce County, Washington.

12. This Agreement shall not be construed more favorably to one party over another, notwithstanding the fact one party, or its attorney, may have been more responsible

for the preparation of the document.

13. This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communication between the parties with respect to the Frontage Mitigation Funds and the terms and conditions of this Agreement. No oral modification of or amendment to this Agreement shall be effective; however, this Agreement may be modified or amended by written agreement signed by all the parties to the Agreement.

14. The individuals executing this Agreement covenant that they have the authority to bind the parties identified in this Agreement.

15. This Agreement shall be effective on the date of the last signature under this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY:
CITY OF BONNEY LAKE, a Washington
municipal corporation

DISTRICT:
SUMNER SCHOOL DISTRICT NO.
320, a Washington municipal corporation

By: _____
Neil Johnson
Its: Mayor

By: _____
Dr. Gilbert A. Mendoza
Its: Superintendent

Date: _____

Date: _____

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day personally appeared before me Neil Johnson, to me known to be the Mayor of the City of Bonney Lake, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this ____ day of _____, 2010.

[printed name of notary]
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day personally appeared before me Dr. Gilbert A Mendoza, to me known to be the Superintendent of Sumner School District No. 320, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this ____ day of _____, 2010.

[printed name of notary]
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My Commission Expires: _____

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

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 11 May 2010	<u>Agenda Bill Number:</u> AB10-87
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2039	<u>Councilmember Sponsor:</u> Jim Rackley

Agenda Subject: Approve the contract with WSDOT for Pond A Expansion and Modifications to Pond C

Proposed Motion: Motion to adopt Resolution 2039 creating a contract with WSDOT to expand Pond A to meet future City stormwater needs and to move Pond C to provide right of way for a future road.

Administrative Recommendation:

Background Summary: Pond A was designed to serve the additional runoff from SR410 paved surface created by WSDOT. At the time the design/construction drawings were done for the WSDOT SR410 Widening project, we did not have our design of the 214th Ave Intersection Improvement project far enough along and reviewed/approved by a different part of WSDOT to allow adding this scope of work to their construction project. Our design is now far enough along that we can quantify what the increased size of the pond needs to be. WSDOT will pay for the original size of Pond A and COBL pays for the increase in size. Our prices will be based on the unit bid item costs included in the WSDOT awarded contract. We will request a renegotiation of some items due to the increase in quantities. This is allowed under current contracting bidding laws.

It makes financial sense to the city to add this to the WSDOT construction project because the contractor is already on site, survey and inspection by WSDOT will be cost free, and the city will not have to waste efforts done today and rebuild Pond A at a later time when construction costs will most certainly be higher.

Pond C was a spatial move of the pond location to provide for a future north-south road that will align with 230th Avenue East. The construction of this road is years out but moving the pond today provides opportunity tomorrow.

Attachments: Resolution, Site map for Pond "A" and "C", Cost Spreadsheet from WSDOT

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$0	\$279,427.41	\$279,427.41	
Budget Explanation:			
TIF Account			
Pond A \$274,204.21			
Pond C \$5,223.20			
Total \$279,427.41			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 11 May 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 DAN GRIGSBY	Mayor	Date City Attorney Reviewed
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RESOLUTION NO. 2039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE APPROVAL OF A CONTRACT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION TO MODIFY POND A AND POND C IN EASTOWN.

WHEREAS, the Washington State Department of Transportation (WSDOT) has initiated the road widening project along SR 410 from 214th Ave E to 234th Ave East; and,

WHEREAS, Council approved by Resolution 1954 authorizing a contract with Shea, Carr, Jewell Inc. for the 30% design of the SR 410 - 214th Avenue East intersection on July 14th, 2009; and,

WHEREAS, the Shea, Carr, Jewell Inc. design is to a point that stormwater needs can be defined and addressed under the current WSDOT contract; and,

WHEREAS, the Eastown Future Frontage Road Plan shows a link at 230th Ave E vicinity connecting the East – West frontage road to 96th Street E that would conflict with the proposed construction of Pond C in the WSDOT construction plans; and

WHEREAS, it would be prudent at this time to require WSDOT to construct Pond C in a location that would allow for this future link to access 96th Street E; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign a contract with Washington State Department of Transportation for a sum of \$279,406.41 to expand Pond A to meet the future needs of the redesigned SR 410 – 214th Ave. E Intersection and the relocation of Pond C, to provide room for future road construction.

PASSED and adopted by the City Council this 11th day of May 2010.

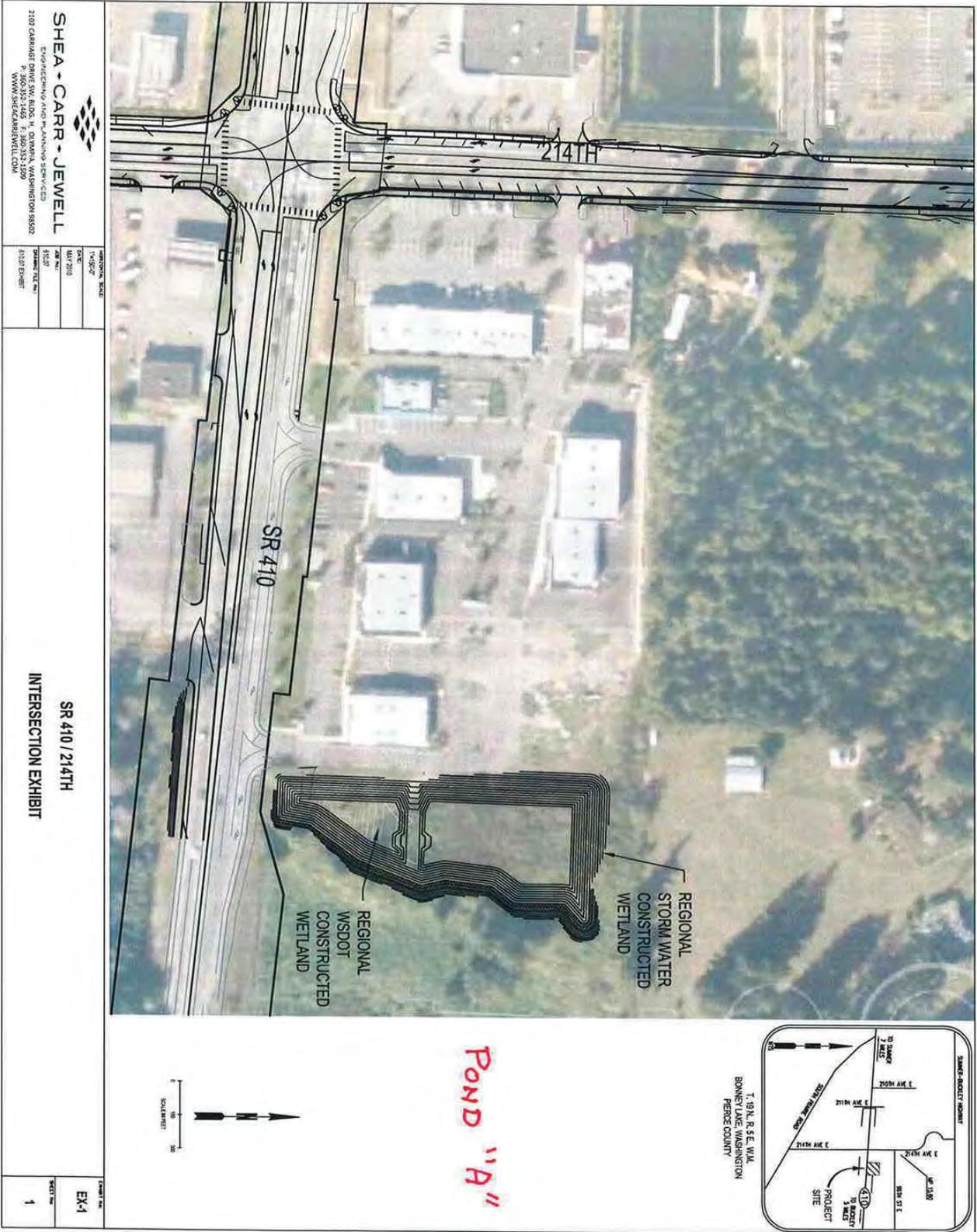
Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

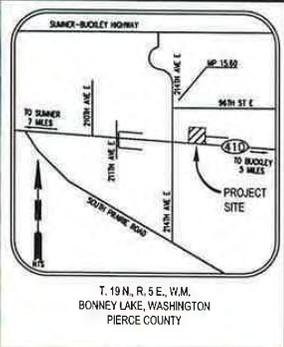
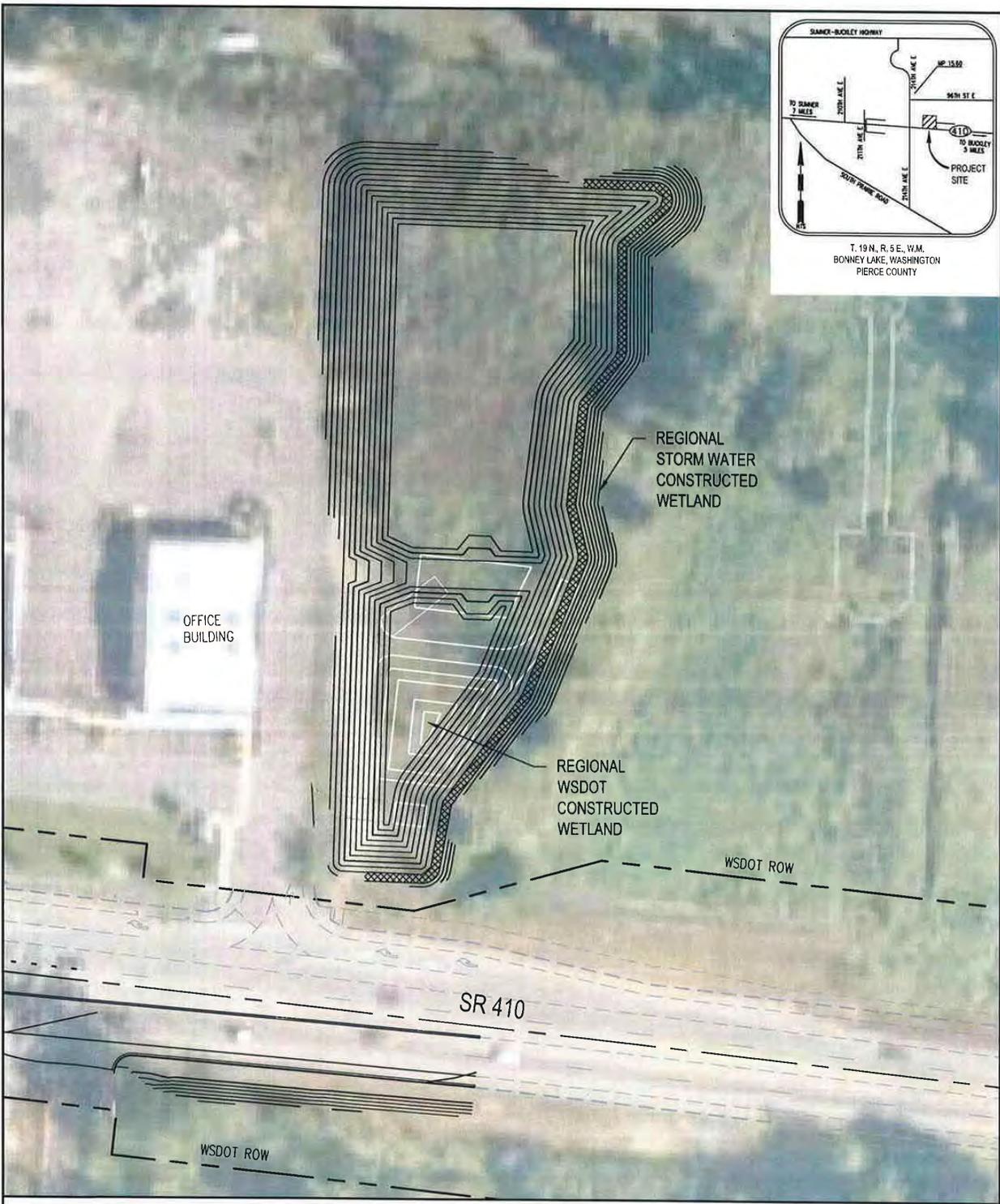


SHEA - CARR - JEWELL
 ENGINEERING AND PLANNING SERVICES
 2105 CAROLIDGE DRIVE, SUITE 100, OLYMPIA, WASHINGTON 98502
 TEL: 360.426.1234
 WWW.SHEACARRJEWELL.COM

DATE	1-15-07
BY	ML/2010
PROJECT NO.	610-07
SCALE	AS SHOWN
DATE	5/6/2010
BY	ML/2010
PROJECT NO.	610-07
SCALE	AS SHOWN

SR 410 / 214TH
INTERSECTION EXHIBIT

1
 EX-1



T. 19 N., R. 5 E., W.M.
 BONNEY LAKE, WASHINGTON
 PIERCE COUNTY

OFFICE BUILDING

REGIONAL STORM WATER CONSTRUCTED WETLAND

REGIONAL WSDOT CONSTRUCTED WETLAND

WSDOT ROW

SR 410

WSDOT ROW

May 06, 2010 4:15:00pm - User: [unclear]
 PROJECT: 214TH POND EXPANSION EXHIBIT
 DRAWING: 214TH POND EXPANSION EXHIBIT - PRELIMINARY DESIGN CHART

SHEA • CARR • JEWELL
 ENGINEERING AND PLANNING SERVICES
 2102 CARRIAGE DRIVE SW, BLDG. H, OLYMPIA, WASHINGTON 98502
 P: 360-352-3465 F: 360-352-3509
 WWW.SHEACARRJEWELL.COM

214TH POND EXPANSION EXHIBIT
 MAY 6, 2010

POND "A"

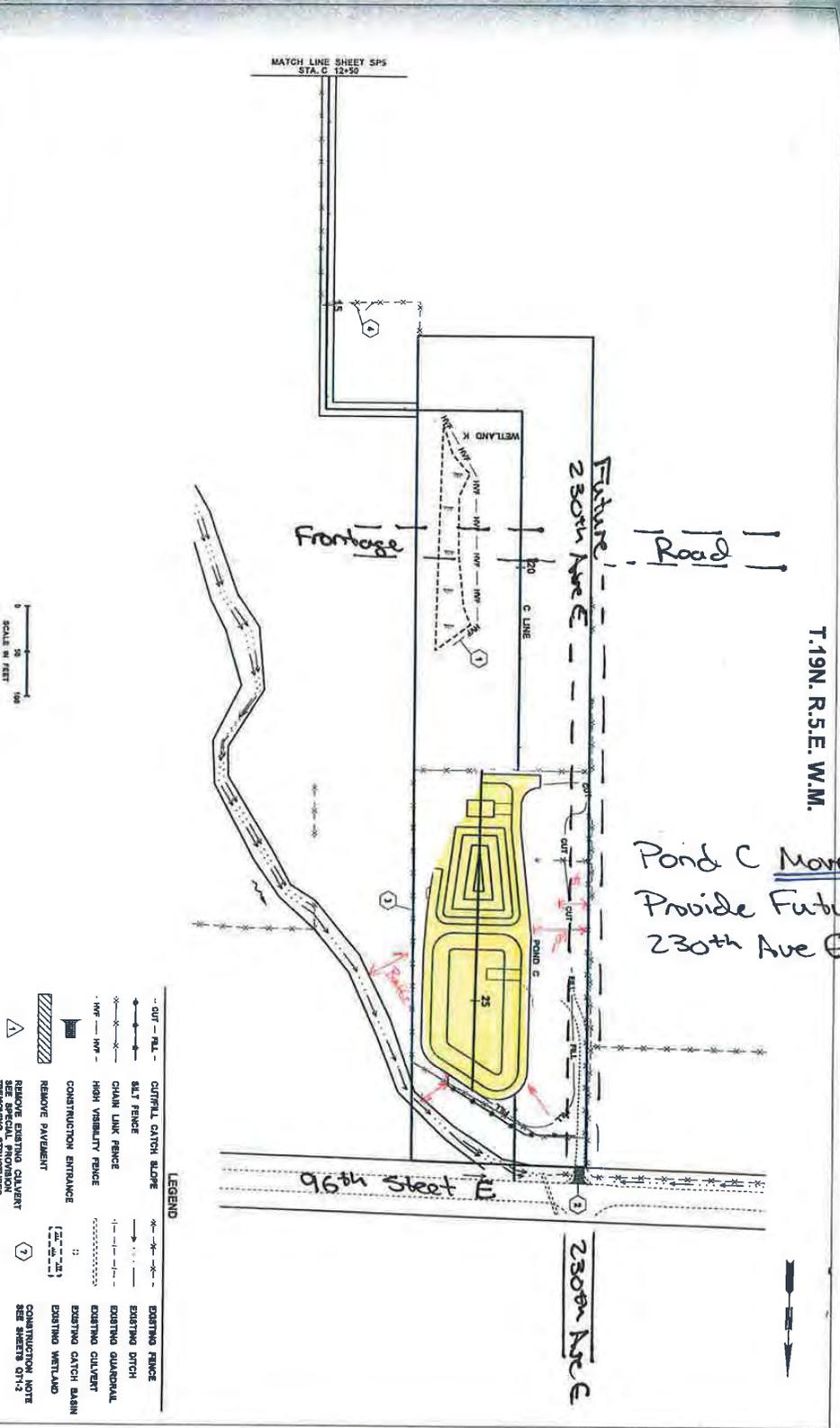
DATE	11/20/13 PM	PROJECT NO.	090513
DESIGNED BY	BRUSH	DATE	12/3/14
CHECKED BY	T. HO	SCALE	AS SHOWN
APPROVED BY	M. HOFFMAN	PROJECT NO.	090513
DATE	11/20/13	DATE	12/3/14
BY	M. NEBERGALL	BY	
DATE	11/20/13	DATE	12/3/14
BY	K. DAYTON	BY	

PROJECT: SR 410, 234TH AVE. E. TO 238TH AVE. E. WIDENING
 DRAWN BY: BRUSH
 CHECKED BY: T. HO
 APPROVED BY: M. HOFFMAN
 DATE: 11/20/13
 BY: K. DAYTON



Washington State
 Department of Transportation

SR 410
 214TH AVE. E. TO 234TH AVE. E.
 WIDENING
 SITE PREPARATION & TESC PLAN



SCALE IN FEET
 0 50 100

LEGEND

---RFL---	CUT/FILL CATCH SLOPE	---RFL---	EXISTING FENCE
---SALT---	SALT FENCE	---DITCH---	EXISTING DITCH
---CHAIN---	CHAIN LINK FENCE	---QUAD---	EXISTING QUADRANT
---HIGH---	HIGH VISIBILITY FENCE	---CATCH---	EXISTING CATCH BASIN
---CONSTR---	CONSTRUCTION ENTRANCE	---WETLAND---	EXISTING WETLAND
---REMOVE---	REMOVE PAVEMENT	---NOTE---	CONSTRUCTION NOTE
---REMOVE---	REMOVE EXISTING CULVERT		SEE SHEETS 01-2
---REMOVE---	REMOVE EXISTING STRUCTURES AND OBSTRUCTIONS		

Pond C Moved to Provide Future 230th Ave E connection.

T.19N. R.5.E. W.M.

C-7866

4/14/2010

Change Order # 1 "Pond A and C Design Changes"

Prepared by I. Nath

PRELIMINARY

Quantities calculated by B. Johnson & I. Nath

Landscape Quantities calculated by E. Winkley, L. Fretts

Bid Item #	Item description	Unit	Plan Qty.	Revised Qty.	Net Qty.	Price	Amount
Pond A							
1	mobilization (?)	l.s.			0.00	\$	-
2	clearing and grubbing	acre	0.4	1.75	1.35	\$ 2,765.00	\$ 3,732.75
11*	roadway exc. incl. haul -pond A	c.y.	3140	13200	10060.00	\$ 8.15	\$ 81,989.00
15	select borrow incl. haul		100	590	490.00	\$ 6.90	\$ 3,381.00
16	embankment compaction	c.y.	50	590	540.00	\$ 0.75	\$ 405.00
20	quarry spalls	ton	260	85	(175.00)	\$ 9.40	\$ (1,645.00)
27	LLDE geomembr. lining system	s.y.	730	7100	6370.00	\$ 6.00	\$ 38,220.00
29	catch basin type 2 54 in diam. flow restrictor with	each	1	0	(1.00)	\$ 3,518.00	\$ (3,518.00)
31	catch basin type 2 48 in diam.	each	1	0	(1.00)	\$ 1,915.00	\$ (1,915.00)
33	testing storm sewer pipe	l.f.	94	155	61.00	\$ 1.20	\$ 73.20
36	schl. A storm sewer pipe 12 "diam.	l.f.	0	60	60.00	\$ 24.00	\$ 1,440.00
37	schl. A storm sewer pipe 18 "diam.	l.f.	94	95	1.00	\$ 30.00	\$ 30.00
75	ESC lead	day	3	4	1.00	\$ 101.00	\$ 101.00
77	stabilized construction entrance	s.y.	115	115	0.00	\$ 6.00	\$ -
78	street cleaning	hour	10	80	70.00	\$ 101.00	\$ 7,070.00
79	inlet protection	each	4	4	0.00	\$ 61.00	\$ -
80	silt fence	l.f.	0	450	450.00	\$ 5.10	\$ 2,295.00
81	Erosion/ Water Pollution Control	dollar	10000	10000	0.00	\$ 1.00	\$ -
87	seeding, fertiliz, and mulching	acre	0	1.39	1.39	\$ 1,634.00	\$ 2,271.26
89	topsoil type B	c.y.	250	2246	1996.00	\$ 37.00	\$ 73,852.00
99	western crabapple	each	6	23	17.00	\$ 10.70	\$ 181.90
100	bittercherry	each	3	21	18.00	\$ 10.50	\$ 189.00
101	douglas fir	each	2	24	22.00	\$ 11.00	\$ 242.00
102	casara	each	2	23	21.00	\$ 11.00	\$ 231.00
103	western red cedar	each	6	29	23.00	\$ 10.50	\$ 241.50
104	western hemlock	each	2	15	13.00	\$ 11.50	\$ 149.50
105	vine maple	each	20	325	305.00	\$ 2.25	\$ 686.25

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106	serviceberry	each	20	325	305.00	\$	3.00	\$	915.00
107	beaked hazelnut	each	20	325	305.00	\$	3.25	\$	991.25
108	oceanspray	each	20	325	305.00	\$	2.30	\$	701.50
109	tall oregon -grape	each	68	1224	1156.00	\$	5.00	\$	5,780.00
110	indian plum	each	20	325	305.00	\$	2.50	\$	762.50
111	red-flowering currant 12-18"	each	20	325	305.00	\$	2.50	\$	762.50
112	nootka rose 12-18"	each	108	308	200.00	\$	2.20	\$	440.00
113	red elderberry	each	17	323	306.00	\$	5.50	\$	1,683.00
114	snowberry	each	60	975	915.00	\$	2.30	\$	2,104.50
115	evergreen huckleberry	each	51	917	866.00	\$	5.50	\$	4,763.00
116	red-osier godwood 12-18"	each	50	300	250.00	\$	2.50	\$	625.00
117	black hawthorn	each	45	250	205.00	\$	2.00	\$	410.00
118	black twinberry	each	45	250	205.00	\$	2.30	\$	471.50
119	nine bark 12-18"	each	45	250	205.00	\$	2.50	\$	512.50
120	high-bush cranberry	each	45	250	205.00	\$	2.60	\$	533.00
121	spike rush	each	677	2550	1873.00	\$	1.50	\$	2,809.50
122	hard-stemmed bulrush	each	677	4700	4023.00	\$	1.60	\$	6,436.80
123	small -flowered bulrush	each	677	4700	4023.00	\$	1.50	\$	6,034.50
125	oregon ash	each	6	29	23.00	\$	2.00	\$	46.00
137	fine compost	c.y.	150	440	290.00	\$	26.00	\$	7,540.00
138	bark or wood chip mulch	c.y.	90	250	160.00	\$	25.00	\$	4,000.00
139	high visibility fence	l.f.	580	780	200.00	\$	3.10	\$	620.00
179 *	struct. exc. class B incl. haul	c.y.	60	80	20.00	\$	2.10	\$	42.00
180 *	shoring or extra exc. Class B	s.f.	220	618	398.00	\$	0.10	\$	39.80
193	coated chain link fence type 3	l.f.	670	1140	470.00	\$	15.00	\$	7,050.00
195	coated end, gate, corner, pull post for CLF	each	16	26	10.00	\$	203.00	\$	2,030.00
197	double 20 ft. coated chain link gate	each	1	1	0.00	\$	1,118.00	\$	-
201	Roadside Cleanup	dollar	1000	1000	0.00	\$	1.00	\$	-
208	Construction Geotextile for Separation	S.Y.	730	0	(730.00)	\$	1.10	\$	(803.00)
new *	catch basin type 2 54 in diam. flow restrictor with with water release gate valve	each	2	2	2.00	\$	3,600.00	\$	7,200.00
SUB TOTAL Pond A:									\$ 274,204.21

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Pond C									
13	roadway exc. incl. haul -pond C	c.y.	3210	4920	1710.00	\$	7.80	\$	13,338.00
15	select borrow incl. haul	c.y.	1360	400	(960.00)	\$	6.90	\$	(6,624.00)
16	embankment compaction	c.y.	700	200	(500.00)	\$	0.75	\$	(375.00)
20	quarry spalls	ton	360	380	20.00	\$	9.40	\$	188.00
33	testing storm sewer pipe	l.f.	1306	1197	(109.00)	\$	1.20	\$	(130.80)
37	schl. A storm sewer pipe 18 "diam.	l.f.	1306	1197	(109.00)	\$	30.00	\$	(3,270.00)
139	high visibility fence	l.f.	310	790	480.00	\$	3.10	\$	1,488.00
179 *	struct. exc. class B incl. haul	c.y.	1680	1680	0.00	\$	2.10	\$	-
180 *	shoring or extra exc. Class B	s.f.	7680	7680	0.00	\$	0.10	\$	-
195	coated end, gate, corner, pull post for CLF	each	16	19	3.00	\$	203.00	\$	609.00
SUB TOTAL Pond C:									
TOTAL Pond A and Pond C:									
								\$	5,223.20
								\$	279,427.41

* quantities are not verified

* quantities ????

* new item

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

<u>Department / Staff Contact:</u> ASD / HT Edvalson	<u>Workshop / Meeting Date:</u> 11 May 2010	<u>Agenda Bill Number:</u> AB10-58
<u>Ordinance Number:</u> D10-58	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Peddler's Ordinance

Proposed Motion: AB 10-58 - Ordinance D10-58 - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Repealing Chapter 9.66 Of The Bonney Lake Municipal Code And Ordinance No. 703 § 2, And Replacing It With A New Chapter 9.66 - Peddlers.

Administrative Recommendation: Adoption.

Background Summary: With the seasonal increase in door-to-door sales, the Police Department has received a number of complaints. The City has reviewed its municipal code dealing with such activity (BLMC 9.66) and finds it to be in need of revision. The proposed ordinance has been reviewed to incorporate first amendment rights and conform with judicial decisions on laws dealing with peddlers. The ordinance was reviewed by the Finance Committee and received its unanimous endorsement.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
		Unknown	
Budget Explanation:			
A fee of \$30 is proposed for the permit application to conduct the background check and issue the permit. It is unlikely, however, the application fee will fully cover the City's costs associated with the application process.			

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): April 27, 2010 **Tabled To Date:** _____

Signatures:

Director Authorization HT Edvalson	Mayor NH Johnson	Date City Attorney Reviewed
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ORDINANCE NO. D10-58

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, REPEALING CHAPTER 9.66 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NO. 703 § 2, AND REPLACING IT WITH A NEW CHAPTER 9.66.

WHEREAS, the City Council has determined that the current BLMC Chapter 9.66 is out-of-date; and

WHEREAS, the Bonney Lake City Council has determined that appropriate regulation of commercial solicitation, sometimes know as peddlers or hawkers, is desirable for the public protection of its citizens;

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

Section 1. BLMC Chapter 9.66 and Ordinance No. 703 § 2 are hereby repealed.

Section 2. A new BLMC Chapter 9.66, PEDDLERS, is hereby created to read as follows:

9.66.010 Peddlers defined.

“Peddler” for the purpose of this chapter shall be construed to include all persons, both principals and agents, who go from place to place, or house to house, carrying for sale, exposing for sale, or offering for sale, goods, wares, merchandise or services of any type. “Peddle” means to engage in such actions.

9.66.020 License required – Exceptions.

A. It is unlawful for any peddler to peddle any goods, wares, merchandise or services without first obtaining a peddlers license as provided for in this chapter.

B. Exceptions. No person shall be required to take out a license or pay a fee:

- 1 . For the peddling of local newspapers;
- 2 . For the peddling of fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meats, or any farm produce or edibles raised, caught, produced or manufactured by such person in any place in this state;
- 3 . When that person, after having been specifically requested by another to do so, calls upon that other person for the purpose of displaying goods, literature or giving information about any article, thing, product or service ; or

4 . When that person is acting in his or her capacity as a member of a charitable, religious or nonprofit organization or corporation which has received tax exempt status under 26 U.S.C. Sec. 501(c)(3) or other similar civic, charitable or nonprofit organizations.

9.66.030 Application – Fee.

A. Every peddler, other than those exempt under this chapter, whether principal or agent, shall before commencing business in the city, make application in writing on a form to be provided by the Bonney Lake Permit Center. The application shall include an authorization allowing release of all criminal history record information to the Bonney Lake Police Department.

B. At the time of filing the application, a fee in the amount of \$50 shall be paid to the City to cover the costs of investigation and processing the application. The permit is valid for a period of 180 days from the date of issuance.

C. The Permit Center shall refer the application to the Chief of Police, who shall make a criminal history background investigation of the applicant. Upon completion, the Chief of Police shall forward the results of the investigation, to the Permit Center.

D. If, as a result of the investigation, the applicant is not found to have committed any of the acts requiring denial as listed below, the Permit Center shall, upon payment of the prescribed fee, issue the license to the applicant. The City shall deny the applicant the license if the applicant has:

- 1 . Committed any act consisting of fraud or misrepresentation;
- 2 . Committed any act which, if committed by a licensee , would be grounds for suspension or revocation of a license;
- 3 . Within the previous ten years, been convicted of a misdemeanor or felony directly relating to his or her fitness to engage in the occupation of peddler, and including, but not limited to, those misdemeanors and felonies involving moral turpitude, fraud or misrepresentation ;
- 4 . Been charged with a misdemeanor or felony of the type defined in subdivision 3 of this subsection, and disposition of that charge is still pending;
- 5 . Been refused a license under the provisions of this chapter; provided, however, that any applicant denied a license under the provisions of this chapter may reapply if and when the reasons for denial no longer exist ; and
- 6 . Made any false or misleading statements in the application.

E. All peddlers shall present for inspection upon demand by any city official or potential customer their peddler's license and valid picture identification when selling.

F. The City is authorized to promulgate rules regarding the manner and method of payment, including a prohibition or regulation of payment by check.

G. The peddler's license shall be endorsed with a statement of the type of product or service sold by the licensee. The license is valid only for the product or service specified.

9.66.040 Restrictions on place and time of peddling.

A. No peddler shall engage or attempt to engage in the business of peddling at any home, residence, apartment complex or business that prominently displays a "No Peddlers" or "No Solicitors" sign or "No Trespassing" sign or any other similar sign that communicates the occupants' desire to not be contacted by peddlers.

B. No peddler shall engage in the business of peddling between the hours of nine p.m. and nine a.m.

C. No peddler shall make any untrue, deceptive, or misleading statements about the product or services offered for sale.

D. No peddler shall make any untrue, deceptive, or misleading statement regarding the purposes of his/her contact with a potential customer.

9.66.050 Penalty.

Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor.

Section 3. If any one or more section, subsection or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 4. This Ordinance shall take effect and be in force 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 _____, _____.

Neil Johnson, Jr.
Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne
City Attorney

Passed:
Valid:
Published:
Effective Date:

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

<u>Department / Staff Contact:</u> Exec /	<u>Workshop / Meeting Date:</u> 11 May 2010	<u>Agenda Bill Number:</u> AB 10-90
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2041	<u>Councilmember Sponsor:</u> Deputy Mayor Dan Swatman

Agenda Subject: Resolution Opposing the County's Formation of a Flood District

Proposed Motion: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, OPPOSING THE COUNTY COUNCIL'S FORMATION OF A FLOOD DISTRICT.

Administrative Recommendation:

Background Summary:

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
Budget Explanation:			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: -
 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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RESOLUTION NO. 2041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, OPPOSING THE COUNTY COUNCIL'S FORMATION OF A FLOOD DISTRICT.

WHEREAS, the county council created a flood control district which has taxing authority of up to 50 cents per thousand; and

WHEREAS, Residents of Bonney Lake and other areas located on the plateau areas are not threatened by flooding or lahar events;

WHEREAS, the county council continues to encourage urban development of the lower valley area; and

WHEREAS, Farmland is a significant local resource which is be displaced by continued development in the valley area; and

WHEREAS, the Port of Tacoma already has taxing authority to fund needed mitigation measures; and

WHEREAS, the city regulates all storm water discharges and currently operates an enterprise fund charging property owners for storm water management;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the City shall oppose efforts to add additional taxes to the residents of Bonney Lake.

PASSED BY THE CITY COUNCIL this 11th day of May, 2010.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney