

CITY COUNCIL MEETING

February 24, 2015
7:00 P.M.

AGENDA



“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.
www.ci.bonney-lake.wa.us

Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr.

- A. Flag Salute
- B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.
- C. Announcements, Appointments and Presentations:
 - 1. Announcements: None.
 - 2. Appointments: None.
 - 3. Presentations: None.
- D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearings: None.
- B. Citizen Comments: *Citizens are encouraged to attend and participate at all Council Meetings. You may address the Mayor and City Council on matters of City business, or over which the City has authority, for up to 5 minutes. Sign-up is not required. When recognized by the Mayor, please state your name and address for the official record. Designated representatives recognized by the chair who are speaking on behalf of a group may have a total of 10 minutes to speak. Each citizen is allowed to speak only once during Citizen Comments.*
- C. Correspondence

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee
- B. Community Development Committee
- C. Economic Development Committee
- D. Public Safety Committee
- E. 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.

- p. 3 A. **Approval of Minutes:** February 3, 2015 Council Workshop, February 6, 2015 Special Council Meeting, and February 10, 2015 Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #70508-70526 (including wire transfer #'s 20150201, 20150202, 20150203, and 20150204) in the amount of \$118,851.87.
Accounts Payable checks/vouchers #70527-70586 (including wire transfer # 2015021101) in the amount of \$278,690.95.

- C. **Approval of Payroll:** Payroll for February 1st – 15th, 2015 for checks #32255-32271 including Direct Deposits and Electronic Transfers is \$ 448,972.49.
- p. 13 D. **AB15-04 – Ordinance D15-04** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Portions Of Chapter 10.16 And Section 15.08.040 Of The Bonney Lake Municipal Code Related To The Regulation Of Recreational Vehicles.
- p. 25 E. **AB15-16 – Ordinance D15-16** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Section 18.39.070 Of The Bonney Lake Municipal Code Related To Building Design Standards In Midtown.
- p. 35 F. **AB15-19 – Ordinance D15-19** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Sections 13.12.010 And 13.12.320 Of The Bonney Lake Municipal Code And The Corresponding Portions Of Ordinance Nos. 1266 And 1333 Relating To Fat, Oil, And Grease Deposits.
- p. 53 G. **AB15-23 – Resolution 2435** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Bonney Lake Community Resources For Operation Of The Bonney Lake Community Garden.
- p. 61 H. **AB15-24 – Resolution 2436** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding A Professional Services Agreement To GG Systems, Inc. For The 2015 Cla-Valve Rebuilds.

V. FINANCE COMMITTEE ISSUES:

- p. 75 A. **AB15-26 – Ordinance D15-26** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 19.08 Of The Bonney Lake Municipal Code And Ordinance No. 1478 Relating To School Impact Fees.
- p. 93 B. **AB15-30 – Resolution 2440** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Lease Termination For the Former City Hall Annex Building.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES: None.

IX. FULL COUNCIL ISSUES: None.

X. 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.

XI. ADJOURNMENT

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

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

CITY COUNCIL WORKSHOP

**February 3, 2015
5:30 P.M.**

MINUTES



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Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

- I. Call to Order** –Mayor Neil Johnson, Jr. called the meeting to order at 5:31 p.m.
- II. Roll Call:** Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Randy McKibbin, Councilmember Donn Lewis, Councilmember James Rackley, and Councilmember Tom Watson. Councilmember Katrina Minton-Davis was absent.

Deputy Mayor Swatman moved to excuse Councilmember Minton-Davis’ absence. Councilmember Watson seconded the motion.

Motion to excuse Councilmember Minton-Davis’ absence approved 6 – 0.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Dana Powers, City Attorney Kathleen Haggard, Senior Planner Jason Sullivan, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist II Renee Cameron.

III. Agenda Items:

A. Proclamation: Career and Technical Education Month.

Mayor Johnson read the Career and Technical Education Month Proclamation. Debbie Beckwith, Business and Marketing and DECA Instructor with the Bonney Lake High School introduced herself and Tabitha Reynolds, who is a junior at Bonney Lake High School and the DECA student President, who attended to represent all of the career and technical student organizations at Bonney Lake High School. Ms. Beckwith stated that the Bonney Lake DECA program is promoting an advocacy campaign during the month of February for National Career and Technical Education Month. The campaign was established to provide businesses information to get them involved in any way possible to assist and help with the Business and Marketing and DECA programs. No action was taken, as for presentation purposes only.

B. Council Open Discussion:

Bonney Lake High School Culinary Arts Dinner Fundraiser. Councilmember Lewis spoke regarding the Bonney Lake Dinner annual Culinary Arts Fundraiser to be held on Friday, February 6th at the Bonney Lake High School from 6:30-8:00 p.m. He said tickets are still available and it will be a three course meal overseen by Seattle’s Metropolitan Grill Chef Eric Hellner. Proceeds will help fund the costs for the Culinary Arts students for both the state and national competitions.

White River Families First Coalition. Councilmember Lewis said he attended the January 26th meeting at the Buckley Fire Station and there was a presentation from Central Communities Services, which is a food co-op that is available throughout the plateau. He provided a report of the number of families the Coalition serves. He said there was also a brief regarding the funding the service for the Beyond the Borders Connection transportation and encouraged residents to use it so it can be continued past July 2015.

Promoting City Businesses 24/7. Councilmember Watson said on January 17th he attended the Auburn Open Forum about their redevelopment of their downtown section. He said a consultant from Oregon evaluated their downtown businesses and how they presented themselves in downtown Auburn, and how they can promote their businesses 24 hours a day. He said he will be bringing some of the ideas discussed at the forum to the Economic Development Committee, as well the Chamber of Commerce for consideration for promoting local businesses.

Puget Sound Regional Council Meeting. Councilmember Hamilton reminded everyone that the Puget Sound Regional Council General Assembly will be held on February 19th from 6:00 p.m. – 9:00 p.m., and encouraged the Council to attend and to RSVP by the end of the week.

Public Defender Contract. City Administrator Morrison said he met with the Public Safety Committee Chair and the Chief Financial Officer regarding the public defender contract bid. He said the bids came in higher than expected, however, they are all experienced professional defense attorneys that the Municipal Court has worked with. He said the City will have to allocate additional funds of approximately \$35,000 from the budget to cover the contract, regardless of the winning bid. Council had questions about amending the budget or deferring the costs until the end of the year. Councilmember Hamilton questioned whether neighboring cities could share in a public defender contract. Councilmember Rackley asked about making amendments to the awarded contract in case of unsatisfactory service. Council consensus was to use the fund balance to cover the proposed contract.

Sumner Waste Water Treatment Facility Tour. Administrative Services Director/City Clerk Edvalson inquired as to how many Councilmembers planned to attend the Sumner Waste Water Treatment Facility Tour on Friday, February 6th, to give direction to the Clerk's Office whether a Special Council Meeting would need to be noticed. It was determined that there would be a quorum of councilmembers in attendance, so the Clerk's office would prepare the proper notice for posting.

No action was taken as these items were for discussion purposes only.

- C. Review of Draft Minutes:** January 20, 2015 Joint City Council - Planning Commission Meeting/Council Workshop and January 27, 2015 Council Meeting.

Minor corrections were made to the minutes and they were forwarded to the February 10, 2015 Council Meeting for action.

- D. Discussion:** AB15-01 – Ordinance D15-01 – Development Code Administration (Previously AB14-60)

Senior Planner Jason Sullivan summarized the agenda bill and the intention of proposed ordinance D15-05 and said the main issues were in regards to SEPA rules to further streamline the SEPA process, inconsistencies with process procedures relating to SEPA

review, and improving readability of the code. He then summarized the changes to the revisions to the code. Council discussed the change back to 300’ from the 600’ radius notice area of the property. Senior Planner Sullivan stated a new Section F was added to provide the Community Development Director the authority to require more than the minimum 300’ notice, if it is deemed necessary. This item was forwarded to the February 10, 2015 City Council Meeting Consent Agenda for action.

E. Discussion: AB15-07 – Ordinance D15-07 – Ordinance Related to Parking at the Justice & Municipal Center and Library.

City Administrator Morrison summarized the agenda bill regarding the parking lot between the Justice & Municipal Center and the Bonney Lake Library and the concern of neighboring properties utilizing the parking lot for vehicle storage. He advised that the Bonney Lake Municipal Code does not authorize removal of these vehicles, and it causes parking issues during City and library business hours for patrons as the parking lot is intended for use by Justice & Municipal Center visitors, staff, and library patrons. He stated if the proposed ordinance is approved that appropriate signage would be placed at both entrances to the parking lot regarding abandoned vehicles, and tagging of vehicles in violation. He said towing would be enforced if the vehicle is not removed within the required time. This item was forwarded to the February 10, 2015 City Council Meeting Consent Agenda for action. Councilmember Watson agreed to sponsor the ordinance. Immediately following adjournment, City Attorney Haggard advised staff that changes will be required to provide the City authority to tow improperly parked vehicles.

IV. EXECUTIVE SESSION: None.

V. ADJOURNMENT:

Councilmember Watson moved to adjourn at 6:14 p.m. Councilmember Lewis seconded the motion.

Motion to adjourn approved 6 - 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council for the February 3, 2015 Workshop:

- Councilmember Donn Lewis– *Bonney Lake High School Culinary Arts Dinner Fundraising Flyer.*

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

**CITY COUNCIL
SPECIAL MEETING**

**February 6, 2015
1:00 p.m.**

MINUTES



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Location: Sumner Waste Water Treatment Facility, located at 13114 63rd Street E, Sumner, WA

I. CALL TO ORDER – Those taking the tour were assembled at 12:45 p.m., and the tour began.

II. IN ATTENDANCE:

Councilmembers in attendance were Deputy Mayor Swatman, Councilmember McKibbin, Councilmember James Rackley, and Councilmember Tom Watson.

Staff members in attendance were Public Works Director Dan Grigsby, Public Works Utility Engineer Doug Budzynski, Community Development Director John Vodopich, and Permit Coordinator Jen Francis.

Others in attendance were Sumner Waste Water Treatment Facility Superintendent Greg Kongsli and Chief Operator Anthony Vendetti.

III. AGENDA ITEMS:

A. Sumner Waste Water Treatment Facility Construction Tour:

Greg Kongsli described the plant operation, growth over the years, and capacity when the current \$12 million dollar expansion project is completed next year. He led a tour through the plant and answered questions from the Councilmembers.

B. Adjournment:

At 2:30 p.m., the special meeting and tour concluded and those in attendance left the property.

Harwood T. Edvalson, MMC
City Clerk

Dan Swatman
Deputy Mayor

CITY COUNCIL MEETING

February 10, 2015

7:00 P.M.

MINUTES



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Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

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. Elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson. Mayor Neil Johnson, Jr. was absent.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Cherie Gibson, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, Records & Information Specialist Susan Haigh, Assistant Public Works Director Charlie Simpson, and Administrative Assistant Christy McQuillen .

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments: None.

3. Presentations:

a. **Presentation:** 2014 Police Department Employee Awards.

Police Chief Powers presented 2014 Police Department service pins and awards to: Kris Yanez (5 years), Marcus Koehn (10 years), Barb Wigton (30 years), Daron Wolschleger (Outstanding Service), Eric Alfano (DUI enforcement award), Jaime Amsbaugh (Commitment to Community Support), Buddy Mahlum (Lifesaving Award), and Ryan Harberts (Lifesaving Award).

b. **Presentation:** Adopt A Street Program Update & Annual Volunteer Awards.

Public Works Administrative Specialist Christy McQuillen presented a summary of the Adopt A Street program activities in 2014, group photos, and presented the Volunteer of the Year Awards to Coletta Nilssen & her dog, Cooper. She thanked all the Adopt A Street groups, several of whom were in attendance. Councilmembers thanked the volunteers and Ms. McQuillen for their work.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

Jaime Trejo, 10219 188th Ave E, Bonney Lake, spoke about an ongoing issue with illegal dumping on his property. He said he has had difficulty getting assistance from DM Disposal and the City's Code Enforcement staff. He would like to install a fence, but City staff have told him there are issues due to a water line easement on his property. He asked the City to enforce the code requiring residents to subscribe to garbage service.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee/Committee of the Whole: Deputy Mayor Swatman said the committee met as the Committee of the Whole at 5:30 p.m. earlier in the evening and forwarded a school impact fee ordinance and an updated community garden agreement for action at a future meeting. At the conclusion of the meeting, the Committee met in a closed session to discuss collective bargaining agreements (labor negotiations).

B. Community Development Committee: Councilmember Lewis said the Committee met on February 3, 2015 and forwarded motion AB15-22 and Resolution 2437 to the current agenda for Council action.

C. Economic Development Committee: Councilmember Minton-Davis said the Committee met earlier in the afternoon and reviewed recurring topics and future work plan items.

D. Public Safety Committee: Councilmember Watson said the committee met on February 2, 2015 and discussed community outreach, boating safety grants, mailbox vandalism, and safety issues on SR 410.

E. Other Reports: None.

IV. CONSENT AGENDA:

A. **Approval of Minutes**: January 20, 2015 Joint Planning Commission Meeting/Workshop and January 27, 2015 Meeting.

B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers**: Accounts Payable wire #2015012201 in the amount of \$6,871.27 for p-card purchases. Accounts Payable checks/vouchers #70388-70433 (including wire transfer #'s 14703312, 20150106, 20150107, and 20150108) in the amount of \$430,005.69. Accounts Payable wire #20114122201 in the amount of \$27,070.13 for p-card purchases. Accounts Payable checks/vouchers #70434 in the amount of \$6,594.31. Accounts Payable checks/vouchers #70435-70507 (including wire transfer #'s 20150109, and 20150110) in the amount of \$563,461.56. VOIDS: Check #70435 – Replaced with check #70436.

C. **Approval of Payroll**: Payroll for January 16th-31st, 2015 for checks #32232-32254 including Direct Deposits and Electronic Transfers is \$ 681,199.89.

- D. **AB15-01 – Ordinance 1505 [D15-01]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Repealing, Re-Adopting, And Amending Multiple Sections Of The Bonney Lake Municipal Code Relating To Development Review Procedures (Previously AB14-60).
- E. **AB15-07 – Ordinance 1506 [D15-07]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adding A New Section 10.36.025 To The Bonney Lake Municipal Code Relating To Restricted Parking.
- F. **AB15-20 – Resolution 2434** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Renewed Agreement For Access To County Digital Orthophotography With Pierce County.
- G. **AB15-22** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Church Lake Overlay Project With Miles Resources, LLC.

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

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- A. **AB15-25 – Resolution 2437** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Second Amendment To The Agreement With The Transpo Group For The SR 410 – Veterans Memorial Drive Intersection Improvements To Update Plans For Advertisement.

Councilmember Lewis moved to approve Resolution 2437. Councilmember Rackley seconded the motion.

Councilmember Lewis said this item was placed under the CDC Issues heading as several Councilmembers had questions. Public Works Director Grigsby explained that the design agreement has needed to be amended due to changes required by WSDOT. He said the plans were originally approved in 2009, but there are new requirements and specifications which must be met. He said the project will include undergrounding of most utility lines (except high-capacity lines). He said the project is on track to advertise in March 2015 and begin construction in summer 2015. Work will be done overnight to reduce the impact of lane closures. Councilmembers asked about the funding sources, timelines, and other projects. Director Grigsby noted that WSDOT also plans to resurface SR 410 through Bonney Lake in summer 2015. Councilmember Rackley noted that the project will remove left-turn options for Myers Road; Director Grigsby added it will also prevent left turns out of the Wendy's and Prime Fitness.

Resolution 2437 approved 7 – 0.

VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES: None.

IX. FULL COUNCIL ISSUES:

- A. **AB15-21 – Ordinance 1507 [D15-21]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Issuance And Sale Of Limited Tax General Obligation Refunding Bonds Of The City In An Aggregate Principal Amount Not To Exceed \$9,000,000 To Refund Certain Outstanding Obligations Of The City; Delegating Authority To The City Administrator And Finance Director To Approve Final Terms Of The Bonds; Providing For The Disposition Of The Bond Proceeds; Appointing A Refunding Trustee And Execution Of An Escrow Agreement To Accomplish The Refunding; And Providing For The Annual Levy Of Taxes To Pay The Principal Of And Interest On The Bonds.

Councilmember Watson moved to approve Ordinance 1507 [D15-21]. Councilmember Rackley seconded the motion.

City Administrator Morrison said the City’s bond attorney was in attendance for any questions. Deputy Mayor Swatman said refinancing will save almost \$400,000 of taxpayer funds and thanked staff and Councilmembers for seeing the process through.

Ordinance 1507 approved 7 – 0.

- B. **AB15-18 – Resolution 2433** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Employee Appreciation And Recognition Program.

Councilmember Watson moved to approve Resolution 2433. Councilmember Rackley seconded the motion.

Councilmember Hamilton spoke in favor of the proposed resolution. Deputy Mayor Swatman also spoke in support of the program and said it is important to recognize City staff for their hard work and the value they provide to citizens.

Resolution 2433 approved 7 – 0.

X. EXECUTIVE SESSION: None.

XI. ADJOURNMENT:

At 7:59 p.m., Councilmember Lewis moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the February 10, 2015 Meeting: None.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Community Development/ Jason Sullivan – Senior Planner	Meeting/Workshop Date: February 24, 2015	Agenda Bill Number: AB15-04
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D15-04	Councilmember Sponsor: Donn Lewis

Agenda Subject: Amendment to the regulation of recreational vehicles

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

Administrative Recommendation:

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

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

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

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

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development	<i>Approvals:</i>	Yes No
	Date: February 17, 2015	Chair/Councilmember Donn Lewis	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Randy McKibbin	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember James Rackley	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:	Planning Commission – February 18, 2015		
Hearing Examiner Review:			

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled to Date:

APPROVALS

Director:

John P. Vodopich, AICP

Mayor:

Date Reviewed

by City Attorney:
(if applicable):

ORDINANCE NO. D15-04

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

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

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

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

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

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

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

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

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

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

10.16.010 Definitions.

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

- A. "Boat" means any water vessel designed to carry persons and/or property upon water, propelled by engine, oars or sail.

- B. “Manufactured/mobile home community” means any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models for the primary purpose of production of income, except where such real property is rented or held out for rent for seasonal recreational purpose only and is not intended for year-round occupancy.
- C. “Recreational vehicle” means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. The units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, and motor homes.
- D. “Trailer” means a unit without its own motive power, designed to carry property, designed to be towed by a motor vehicle, including semi-trailer.
- E. “Recreational vehicle park/~~and~~ campground” means any tract of land ~~in a public facilities district per Chapter 18.34 BLMC and~~ divided into lots or spaces, under the ownership or management of one person, firm or corporation for the purpose of locating three or more recreational vehicles for nightly or short-term use. Said campground shall have an on-site caretaker.

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

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

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

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

1. The trailer or recreational vehicle is connected to sewer or a Pierce County Health Department approved septic system, water, and electricity; and
2. The trailer or recreational vehicle contains at least one internal toilet and at least one internal shower; provided, that if this requirement is not met, a manufactured/mobile home community must provide toilets and showers in lieu of having the facilities within the trailer or recreational vehicle.

B. No trailer, recreational vehicle or boat shall stand or be parked on any street, right-of-way, alley or public place in Bonney Lake for a period exceeding 24 hours, and shall not stand or be parked for any period of time between sunset and sunrise in any city park or upon

any other city-owned property, excluding a street or right-of-way, unless that area is posted granting permission to so use or as specified in Chapter 12.12 BLMC, ~~and~~

- C. ~~It is provided, that a~~ A trailer, recreational vehicle or boat may stand or be parked and used or occupied on the premises of any occupied dwelling with the permission of the lawful occupant thereof or in a recreational vehicle park/campground for a period not to exceed two weeks within a six month period; provided, that such use or occupancy does not create a public health hazard or nuisance, ~~and~~
- D. After a building permit for a single family home has been issued and the residence is in the process of being constructed, a trailer or recreational vehicle may stand or be parked for the temporary use by the owner of such property as a residence upon approval of a temporary permit subject to the requirements on BLMC 14.100.020 and the following requirements:
1. The trailer or recreational vehicle remains mobile; and
 2. The minimum setback requirements for the zoning district in which the unit is to be located are met; and
 3. The unit is connected to sewer or a Pierce County Health Department approved septic system, water, and electricity.
- E. ~~It is provided further, that unused~~ Unused and unoccupied trailers, recreational vehicles, or boats may stand or be parked on private property if parked on a hard, drivable, impervious surface, which does not exceed the current maximum allowable impervious surface lot coverage limitations for the zone in which the property is located. If such trailer, recreational vehicle or boat stands or is parked along the side of or in the rear of a residence, it must be adequately screened from adjoining properties and from the view of the right-of-way in accordance with Chapter 8.20 BLMC.
- F. The provisions of this chapter shall not apply to unoccupied trailers, recreational vehicles, or boats that stand or are parked in sales lots, or within public or private garages.

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

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

Travel trailers, campers, motor homes and other similarly temporary shelters are regulated under the City of Bonney Lake’s Recreational Vehicle Code – see Chapter 10.16 BLMC. may be occupied in excess of 14 days only with a temporary permit (Type 1 permit – see Chapter 14.30 BLMC). A temporary permit shall not be approved unless:

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

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

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

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

PASSED BY THE CITY COUNCIL this _____ day of _____, 2015.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney



P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426

November 10, 2014

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

RE: 2014 Annual Review & Audit

Dear Woody:

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

2013 AUDIT RESULTS

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

2014 AUDIT RESULTS

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

MANDATORY REQUIREMENTS

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

Q1.23 Does your code and practices comply with the current legislative enactments governing daycares?

Q1.24 Do your code and practices comply with the current legislative enactments governing wireless facilities?

Both a municipality's code provisions and its practices should be in conformity with the various grants of authority and limitations found in constitutional and statutory provisions as well as numerous court and growth management board decisions. It is crucial that all administrative land use decisions are backed by appropriate documentation that supports an analysis of the criteria identified in a municipality's development code.

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

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

I have recommended that the city develop a written procedure addressing this issues.

Q2.3a Is your city's code of ethics consistent with the provisions of this statute?

I have recommended that the city adopt a section in the municipal code addressing ethics. I will provide you with some sample language from other cities.

AUTO PHYSICAL DAMAGE AND PROPERTY PROGRAMS

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

COMPACT STATUS & TRAINING REQUIREMENTS

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

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

Page 3
City of Bonney Lake
November 10, 2014

SUMMARY

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

Sincerely,

Debbi Sellers

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

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Memo

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

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

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

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

The City of Bonney Lake's current regulations in BLMC 10.16.020 and BLMC 15.08.040 prohibit a trailer or recreational vehicle from being occupied over 14 days without the approval of a temporary permit. If an individual obtains a temporary permit, pursuant to Chapter 14.100 BLMC, a trailer or

recreational vehicle may be occupied for a maximum of two years. The initial approval of the temporary permit is limited to one year, but may be extended for the second year pursuant to BLMC 14.100.020.C. These regulations have the effect of directly preventing a trailer or recreational vehicle from being used as a primary residence within an existing manufactured/mobile home communities in violation of RCW 35A.21.312(3).

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

On February 18, 2015, the Planning Commission held a public hearing on Ordinance D15-04 which amends the City's RV regulations and voted 6-0-0 to recommend that the City Council approve Ordinance D15-04.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Community Development/ Jason Sullivan – Senior Planner	Meeting/Workshop Date: February 24, 2015	Agenda Bill Number: AB15-16
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D15-16	Councilmember Sponsor: Donn Lewis

Agenda Subject: Midtown Core Design Standards Amendment

Full Title/Motion: An ordinance of the City Council of the City Of Bonney Lake, Pierce County, Washington, amending Section 18.39.070 of the Bonney Lake Municipal Code related to building design standards in Midtown.

Administrative Recommendation:

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

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

Attachments: Ordinance D15-16 and Planning Recommendation Memo

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development	<i>Approvals:</i>	Yes No
	Date: February 17, 2015	Chair/Councilmember Donn Lewis	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Randy McKibbin	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember James Rackley	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:	Planning Commission – February 18, 2015		
Hearing Examiner Review:			

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

APPROVALS		
Director: <i>John P. Vodopich, AICP</i>	Mayor:	Date Reviewed by City Attorney: (if applicable):

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ORDINANCE NO. D15-16

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

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

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

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

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

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

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

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

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

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

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

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

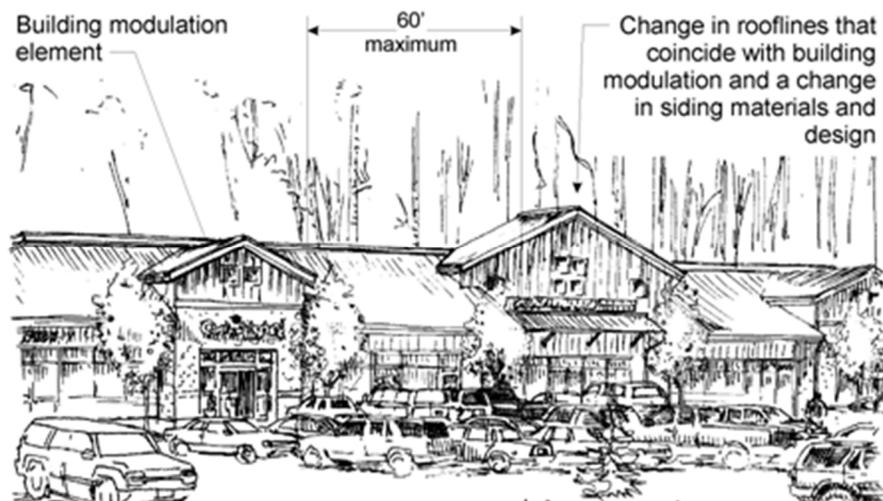
18.39.070 Building design.

- A. Any developments occupying two acres or more of land area shall provide a plaza or other exterior gathering space equivalent to at least one percent of the overall acreage

of the site. The plaza design must include gathering areas with benches or seating spaces, landscaping, and trash receptacles.

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

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

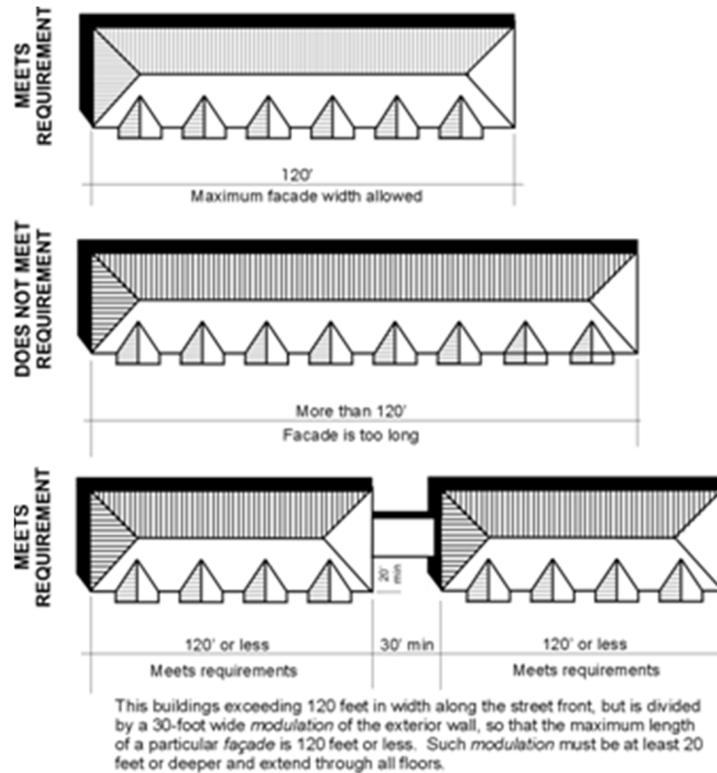


C. All residential buildings and residential portions of mixed-use buildings shall include at least three of the following modulation and/or articulation features at intervals of no wider than 30 feet along all facades facing a street, common open space, and common parking areas:

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



3. Horizontal modulation (upper level step-backs) a minimum of five feet.
 4. Articulation of the building's top, middle, and bottom. This typically includes a distinctive ground floor or lower floor design, consistent articulation of middle floors, and a distinctive roofline.
- D. The maximum facade width, which is the apparent width of the structure facing the street including required modulation, is 120 feet. Buildings exceeding 120 feet in width along the street front shall be divided by a minimum 30-foot-wide modulation of the exterior wall, so that the maximum length of a particular facade is 120 feet. Such modulation must be at least 20 feet or deeper and extend through all floors. Other design features will be considered by the director that effectively break up the scale of the building and add visual interest. This could include a combination of a clear change in vertical articulation and a contrasting change in building materials and/or finishes.



- E. Multiple-building commercial developments are encouraged to employ a variety of colors, building materials, and architectural treatments to reduce monotony.
- F. On parcels adjacent to 204th Avenue East, no parking shall be located between the building and the front property line.

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

Section 3. Effective Date. This ordinance shall take effect five (5) days after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2015.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

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Memo

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

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

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

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

On February 18, 2015, the Planning Commission held a public hearing on Ordinance D15-16 which amends 18.39.070 and voted 5-1-0 to recommend that the City Council approve Ordinance D15-16.

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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / Don Morrison	Meeting/Workshop Date: 24 February 2015	Agenda Bill Number: AB15-19
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D15-19	Councilmember Sponsor: Donn Lewis

Agenda Subject: Amendment to BLMC Section 13.12 Related to Fat, Oils and Grease (FOG) deposits into the Sewer System.

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Sections 13.12.010 And 13.12.320 Of The Bonney Lake Municipal Code And The Corresponding Portions Of Ordinance Nos. 1266 And 1333 Relating To Fat, Oil, And Grease Deposits.

Administrative Recommendation: Approve

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

Attachments: Ordinance No. D15-19

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Community Development Date: 17 February 2015	Approvals: Chair/Councilmember Donn Lewis Councilmember Randy McKibbin Councilmember James Rackley	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	Forward to: City Council	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 24 February 2014	Tabled to Date:

APPROVALS		
Director: <i>Dan Grigsby, P.E.</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: 18 February 2015 (if applicable):

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ORDINANCE NO. D15-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING SECTIONS 13.12.010 AND 13.12.320 OF THE BONNEY LAKE MUNICIPAL CODE AND THE CORRESPONDING PORTIONS OF ORDINANCE NOS. 1266 AND 1333 RELATING TO FAT, OIL, AND GREASE DEPOSITS.

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

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

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

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

13.12.010 Definitions.

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

0. “Bed/bonus room” means any bedroom or other room such as a bonus room, den, or office in a multifamily dwelling that, in the opinion of the building official, could reasonably be converted to a bedroom.
1. “BOD” (biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure as described in the most current edition of Standard Methods for the Examination of Water and Waste Water in five days at 20 degrees Celsius expressed in milligrams per liter.
2. “Building drain” means that part of the lowest horizontal piping of a drainage system which receives the discharge from sanitary waste floor drains and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (1.5 meters) outside the inner face of the building wall.

3. "Building sewer, connecting sewer or house lateral" means the private extension from the building drain to the public sewer or other place of disposal.
4. "City" means the City of Bonney Lake, Washington.
5. "Collection system" means the system of public sewers to be operated by the city designed for the collection of sanitary sewerage.
6. "Commercial user" means any premises used for commercial or business purposes which is not a residential user and not an industry as defined in this chapter. A commercial user is one who introduces primarily domestic wastes and wastes from sanitary conveniences into the sewer system.
7. "Council" means the council of the city of Bonney Lake, Washington.
8. "County" means Pierce County, Washington.
9. "Domestic waste" means any wastewater (sewage) emanating from a residence or from domestic activities performed outside the place of residence (in lieu of a home activity) by or for private citizens. The wastewater concentrations shall not exceed 250 mg/l BOD₅ and 250 mg/l SS.
10. "Duplex" means one structure containing two dwelling units.
11. "Dwelling unit" means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
12. "Finance director" means the finance director of the city of Bonney Lake or his agent.
13. "Garbage" means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.
14. "Industrial user" means a nongovernmental user of the public treatment works identified in the Standards Industrial Classification Manual, 1972, Office of Management and Budget, as amended or supplemented.

15. "Industrial waste" means that portion of wastewater emanating from an industrial user which is not domestic waste or waste from sanitary conveniences.
16. "Inspector" means the person assigned by the City to inspect building sewer installation between the building and the public sanitary sewer line within the street.
~~Inspectors shall operate under the direction of the public works director.~~
17. "Lateral" means a public sewer which receives flow from one or more side sewers and discharges into a trunk or interceptor.
18. "Mayor" means the mayor of the City of Bonney Lake.
19. "Multifamily" means a single structure containing three or more dwelling units.
20. "Natural outlet" means any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
21. "Occupant" means any person or owner in physical possession of a structure to which sewer service is available.
22. "Operation and maintenance" means all activities, goods and services which are necessary to maintain the proper capacity and performance of the sewage works for which such works were designed and constructed. The term "operation and maintenance" includes replacement as defined in this chapter.
23. "Permit" means an application for a printed and serially numbered form issued in quadruplicate by the city prior to construction of any side sewer.
24. "Person" means any individual, firm, company, association, society, corporation or group.
25. "pH" means the logarithm of the reciprocal of the weight of hydrogen ions.
26. "Private wastewater disposal system/facility" means an individual sewer line and disposal system, or a community drainfield system that is privately owned and not connected to the city of Bonney Lake sewerage system. A private sewer wastewater

disposal system shall be allowed only when connection to the city of Bonney Lake sewer is not required by this chapter.

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

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

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

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

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

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

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

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

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

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

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

38. “Sewer” means a pipe or conduit for carrying sewage.

39. “Shall” is mandatory. “May” is permissive.

40. “Side sewer” means the service connection.

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

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

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

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

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

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

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

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

49. “Fats, oils and greases (FOG)” are organic compounds derived from animal and/or plant sources that contain multiple carbon triglyceride molecules. These substances are detectable and measurable using analytical procedures established in Title 40 Code of Federal Regulations Part 136 ([40 CFR 136](#)). Commonly referred to as polar.

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

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

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

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

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

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

56. “Grease interceptor” means a plumbing appurtenance or appliance that is installed in a sanitary drainage system to capture FOG from a wastewater discharge, including Gravity Grease Interceptors (GGIs) and Hydro Mechanical Grease Interceptors (HGIs).~~an~~ interceptor whose rated flow exceeds 50 gallons per minute (gpm) to serve one or more fixtures and which is remotely located underground and outside of a food service facility. It is designed to collect, contain or remove food wastes and grease from the waste stream while allowing the balance of the liquid waste (“gray water”) to discharge to the wastewater collection system by gravity.

57. “Minimum design capability” means the design features of a grease interceptor and its ability to or the volume required to effectively intercept and retain greases from grease-laden wastewaters discharged to the sanitary sewer system.

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

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

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

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

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

63. “Hydro Mechanical Grease Interceptor (HGI)” means an interceptor whose rated flow is less than 50 gallons per minute (gpm), which uses a combination of gravitational, fluid

motion, and other materials-separation techniques, air entrainment, interior baffling, and other barriers to collect, contain, or store FOG. These interceptors are usually located inside the facility.

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

Section 2. Section 13.12.320 of the Bonney Lake Municipal Code and the corresponding portions of Ordinance No. 1266 are hereby amended to read as follows:

13.12.320 FOG prevention requirements. Grease, oil and sand interceptors.

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

B. Best management practices required. Existing Facilities with Grease Removal. On or after the effective date of the ordinance codified in this section, all existing commercial establishments discharging liquid waste containing grease in excessive amounts, or any

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

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

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

1. A written program articulating management and corporate support for the plan and a commitment to implement planned activities and achieve established goals through the implementation and enforcement of best management practices;
2. A description of the facility type and a summary of the products made and/or service provided;
3. Quantities of fats, oils and grease brought into the facility, amounts contained in the product, and quantities discharged to the sanitary sewer;
4. A description of current reduction, recycling, and treatment activities. This includes a description of the type and capacity of pre-treatment equipment used to collect FOG prior to discharge into the City sewer system;
5. Schematics of the process areas illustrating drains, interceptors, and discharge points connected to the sanitary sewer;
6. Specific performance goals and implementation schedule; and
7. Initial training for new employees and refresher training every six (6) months.

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

EF. Grease Interceptor Standards.

1. Grease interceptors are limited to one of two types:

- a. Hydro Mechanical Grease Interceptors (HGI); or
- b. Gravity Grease Interceptors (GGI).

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

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

~~4.~~ The minimum storage capacity of any Gravity Grease Interceptor ~~is will be~~ 500 gallons. Supporting sizing calculations shall be submitted to the city for approval;

~~5.~~ Grease interceptors shall be installed in accordance with City Standard Details SS14;

~~6.~~ Grease interceptors shall be installed at a location where they are easily accessible for sample collection, inspection, and cleaning and removal of retained grease. ~~The grease interceptor may not be installed inside any part of the building and the location must meet the approval of the city;~~

~~7.~~ Grease interceptors shall be located in the ~~food service establishment's~~ lateral line between all fixtures which may introduce grease into the sanitary sewer and the connection to the sanitary sewer collection system. Such fixtures shall include but are not be limited to sinks, dishwashers, floor drains for food preparation and storage areas, mop sinks, and any other fixture which is determined to be a potential source of grease;

~~8.~~ Under no condition is any commercial or noncommercial establishment, or residential property allowed to discharge liquid waste containing grease, or any flammable wastes, or other harmful ingredients, in the opinion of the public works director ~~of public works~~ as set forth in BLMC 13.12.290 and 13.12.300, into a stormwater system;

~~89. In accordance with BLMC 13.12.290 and 13.12.300, g~~ Grease interceptors shall be equipped with a sampling port at the outlet of the interceptor. Inspection tees and manholes must enable the city to monitor and test the discharge for compliance with the city's codes and regulations;

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

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

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

3. Any facility that has a grease interceptor shall utilize a licensed rendering/disposal company to clean the interceptor and dispose of the waste;
4. Wastes removed from a grease interceptor shall be disposed of at a facility permitted to receive such waste. Neither grease, solids nor liquids removed from grease interceptors shall be returned to any grease interceptor, private sanitary sewer line, any portion of the sanitary sewer collection system or any portion of the stormwater system;
5. All facilities shall maintain a written record of inspection and maintenance activities and the rendering/disposal company manifest for a minimum of three years. All such records shall be submitted to the city and made available for on-site inspection during all operating hours;
6. Flushing the grease interceptor with large quantities of water in an effort to cause accumulated grease to pass through is prohibited; and
7. No debris or storage units shall be stacked or placed within a three-foot radius of the grease interceptor's access lids or sampling ports.

HG. Monitoring and Reporting. Each establishment with a grease interceptor or grease trap shall retain maintenance records showing at a minimum the date of service, volume pumped, name of waste hauler, and waste disposal location for each grease removal device located on the premises. The records shall be kept a minimum of three years and provided to the city upon request.

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

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

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

2. Second violation within twelve months of receiving an NOV: An additional fine of \$1,000.

3. Third violation within twelve months of receiving an NOV: An additional fine of \$2,000.

4. Fourth and subsequent violations within twelve months of receiving an NOV: An additional fine of \$4,000.

5. For purposes of this subsection, a "violation" shall be deemed to occur upon failure to cure a noncompliant condition within the time prescribed in an NOV. The third issuance of a NOV for the same or similar noncompliant condition within 12 months shall result in a fine of \$1,500, even if the violations are corrected.

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

7. If an obstruction of the sanitary sewer collection system occurs that causes a sanitary sewer backup and/or overflow and such overflow can be is attributed in part or in whole to an accumulation of grease in the sanitary sewer main line, the

city of Bonney Lake will take appropriate enforcement actions, ~~as stipulated in BLMC 1.16.010 and 1.16.020,~~ against the generator or contributor of such grease. These actions may include a civil action for recovery of all costs associated with clean-up activities and repair of any damaged facilities, ~~finer, civil penalties or a discontinuance of sanitary sewer service.~~

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

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

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

~~required from such a business.~~ Any business seeking such an exemption shall submit a written request and justification to the Mayor or Mayor's designee.

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

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

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

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

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / Gary Leaf	Meeting/Workshop Date: 24 February 2015	Agenda Bill Number: AB15-23
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2435	Councilmember Sponsor: Dan Swatman

Agenda Subject: Community Garden

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Bonney Lake Community Resources For Operation Of The Bonney Lake Community Garden .

Administrative Recommendation: Approve

Background Summary: Bonney Lake Community Resources (AKA Bonney Lake Food Bank) has managed since 2010 Bonney Lake's annual community garden on behalf of the City of Bonney Lake on city-owned downtown property. Staff recommends renewing this agreement for 2015 and adding a clause that allows for its renewability similar to the concession stand agreement. The City's expenditures this year will again be approximately \$2,000 for irrigation. As in previous years, there will be no fee associated with community members who want a plot. Voluntary donations will be accepted.
Attachments: Yes - resolution and agreement

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
2,000.00	-0-	2,000.00	-0-
Budget Explanation: Irrigation costs are included in the 2015 Facilities budget			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: 10 February 2015	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Donn Lewis Councilmember Katrina Minton-Davis	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No										
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	Forward to:	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
Commission/Board Review:											
Hearing Examiner Review:											

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

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: N/A (if applicable):

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RESOLUTION NO. 2435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH BONNEY LAKE COMMUNITY RESOURCES FOR OPERATION OF THE BONNEY LAKE COMMUNITY GARDEN.

WHEREAS, the City of Bonney Lake wishes to make a community garden available to the public on city-owned property; and

WHEREAS, Bonney Lake Community Resources successfully operated the community garden on behalf of the City of Bonney Lake since 2010; and

WHEREAS, Bonney Lake Community Resources is willing to operate such community garden in 2014 on the same terms and conditions as 2010-2014;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Agreement between the City of Bonney Lake and Bonney Lake Community Resources, attached hereto and incorporated herein by this reference.

PASSED BY THE CITY COUNCIL this 24th day of February, 2015.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

**LEASE AGREEMENT
FOR A COMMUNITY GARDEN
ON DOWNTOWN PROPERTY**

This Agreement, by the City of Bonney Lake, Pierce County, Washington, hereinafter called the City, and **Bonney Lake Community Resources**, hereinafter called BLCR, is made on the following terms and conditions:

BLCR has the necessary experience and personnel, and is willing to enter into this Agreement to operate said community garden; and

The City desires to partner with BLCR to successfully provide a community garden for community benefit and mutual benefits for BLCR patrons and the Bonney Lake Senior Center;

Witnesseth, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. Grant, Term, and Operation of Concession

1.1 The City, acting pursuant to its vested authority, grants to BLCR, for the term and upon the conditions and provisions hereafter specified the right and privilege to operate and maintain a community garden on City property located at 18417-18421 89th Street East. This grant is expressly conditioned on operation of a community garden that is consistent with and in furtherance of the public's use.

1.2 The term of this agreement shall be from **January 1, 2015** , to **December 31, 2015**. This contract may be renewed annually upon mutual consent of the City and BLCR. BLCR shall notify the City, in writing, at least 90 days prior to expiration of the term of this agreement, its desire to continue or cancel this contract for the next year. Renewal will be at the City's discretion. In the event of termination of this Agreement, for any reason, prior to the termination date specified in this section, no refund shall be made of any payment(s) already made pursuant to section 1.5 of this Agreement.

1.3 BLCR will maintain its 501(c)3 status for the duration of this agreement.

1.4 BLCR shall coordinate all volunteer efforts. The Mayor and/or his designee shall provide ongoing, general guidance and input to the City's need for a successful community garden, but such guidance shall not be construed to create an employment relationship between the parties. BLCR will administer the project as an independent contractor, and its employees, agents, and volunteers will not be under the control or supervision of Bonney Lake, or its employees, agents or volunteers.

1.5 A lease payment of \$1.00 shall be remitted to the City of Bonney Lake upon signing of this Agreement.

1.6 The community garden will be located on three City owned lots located at 18417-18429 89th Street East, Bonney Lake.

1.7 The City shall provide irrigation for the community garden with garden hoses hooked up from the adjacent City-owned parcel to the east. BLCR shall remove solid waste from the site.

1.8 BLCR may collect voluntary, charitable donations while running the community garden. There shall be no mandatory fee. BLCR shall leave at least 50% of the available space to the general public. Plot size will be listed on an application form. The City will provide to BLCR request forms in a timely manner. The City shall oversee and approve the selection list for plots available for public use.

1.9 BLCR agrees to purchase and maintain a Liability insurance policy from an insurance company licensed in Washington and rated with AM Best no lower than a B+ in the amount of \$1,000,000.00, and to hold the City harmless, defend, and indemnify it from any accidents, injuries or claims of any kind resulting from BLCR's operations. BLCR agrees to name the City as an additional insured on the insurance policy required above in this paragraph. BLCR shall provide a certificate of insurance to the City.

1.8 BLCR shall not erect any sign on the City property or in the vicinity thereof without obtaining the advance approval of the City.

1.9 BLCR shall strictly obey all laws of the State of Washington and all Ordinances of the City of Bonney Lake, and will not allow the violation of any of these laws, or ordinances by any other party on or adjacent to the premises in which this concession is operated.

II. Non-Discrimination Policy

2.1 Concessionaire agrees that in all hiring or employment made possible or resulting from this Agreement:

(1) There shall be no discrimination against any employee or volunteer because of sex, age, race color, creed, national origin, marital status, veteran status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment (including , advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) No person shall be denied, or subjected to discrimination in receipt of, the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), veteran status, marital status, or the presence of any sensory, mental or physical handicap.

(3) Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the Agreement by the parties and may result in ineligibility for further agreements.

III Termination by City

3.1 If, in the judgment of the Mayor, the manner of operation of the community garden does not meet the requirements of this Agreement, or if BLCR is in default of any other term of this Agreement, City shall give BLCR a written notice specifying the particulars of the unsatisfactory performance.

3.2 If BLCR fails or refuses to remedy such unsatisfactory performance or default within five (5) calendar days after receipt of such notice, the City may terminate this Agreement immediately. The decision of the Mayor on any such matter shall be final.

3.3 Notwithstanding the above, nonpayment of the lease amount or of any installment thereof five (5) calendar days after said fee is due shall be full justification for the City to take immediate possession of the concession and premises, and for immediate cancellation of this Agreement.

IV. Termination by BLCR

4.1 BLCR may terminate this Agreement by giving thirty (30) days written notice to City of such intention to terminate.

V. No Assignment

5.1 Neither this Agreement nor any rights or privileges hereunder shall be assigned or sublet without the consent of the City. Consent to assignment shall not be unreasonably withheld by the City.

VI. Interpretive Provisions

6.1 The terms and conditions of this Agreement shall be binding on the parties hereto, their heirs, successors, administrators, and assigns, and shall be construed in accordance with the laws of the State of Washington.

6.2 TIME IS OF THE ESSENCE of this Agreement, and of each and every term, condition and provision herein.

6.3 The waiver by the City of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

6.4 Each term of this Agreement is material and breach by BLCR of any one of the terms herein shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the City.

6.5 If any term or provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision or persons or circumstances other than those as to which it is held invalid, or unenforceable, will not be affected and will continue in full force.

6.6 This Agreement contains the entire agreement between BLCR and the City of Bonney Lake and there are no promises, conditions, terms, obligations, statements, or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by all parties.

6.7 This Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit arising out of this Agreement shall be in Pierce County, Washington. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

ATTEST:

CITY OF BONNEY LAKE

Harwood T. Edvalson
City Clerk

Neil Johnson Jr.
Mayor

APPROVED AS TO FORM:

BLCR

Kathleen Haggard,
City Attorney

CEO

**City of Bonney Lake, Washington
City Council Agenda Bill (AB)**

Department/Staff Contact: PW / Charlie Simpson	Meeting/Workshop Date: 24 February 2015	Agenda Bill Number: AB15-24
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2436	Councilmember Sponsor: Donn Lewis

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

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

Administrative Recommendation: Approve

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

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

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$20,000	\$20,000	\$12,634	\$7,366

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

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 17 February 2015	Chair/Councilmember	Donn Lewis	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Jim Rackley	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Randy McKibbin	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent		
		Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled to Date:

APPROVALS

Director:

Dan Grigsby, P. E.

Mayor:

Neil Johnson Jr.

**Date Reviewed
by City Attorney:
(if applicable):**

RESOLUTION NO. 2436

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

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

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

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

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

Neil Johnson, Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

PROFESSIONAL SERVICES AGREEMENT

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

The parties hereby agree as follows:

- Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
- Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

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

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

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

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

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

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

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

City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

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

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

12. Indemnification / Hold Harmless

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

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By: 
GC SYSTEMS, INC.

Attachments:

Exhibit A: Quote

Exhibit B: Scope of Work

Exhibit A

GC SYSTEMS, INC.
P.O. BOX 848
SUMNER, WASHINGTON 98390
800-525-9425

January 8, 2015

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

Attn: Mr. Dave Cihak

Re: Proposal for 2015 Valve Rebuild

Dear Mr. Cihak:

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

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

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

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

Yours Truly,

Carolyn Wells
GC Systems, Inc.

Attachment

Exhibit B

BONNEY LAKE 2015 VALVE REBUILD

BALL PARK WELL #1 6001 192ND AVE.

1 - 4" 61G-07

1 - 8" 81A-02

BALL PARK WELL #2

1 - 2 1/2" 50-05 ******NEED DISC RETAINER
NEXT REBUILD******

1 - 6" 660G-11BY

TACOMA POINT WELL #2 1110 182nd AVE EAST

1 - 4" 61-02

1 - 8" 81-02

TACOMA POINT WELL #4 1110 182ND AVE EAST

1 - 4" 61-02

1 - 8" 81-02

TACOMA POINT WELL #6 1110 182ND AVE. E.

1 - 8" 92G-01BD

1 - 4" 50-01BD

GRAINGER SPRINGS

1 - 4" 61-01

1 - 6" 81-02

1 - 4" 61-02

1 - 8" 50G-01BCDS

PRV STATION #4 19600 104TH STREET EAST

1 - 2" 90G-01AS

1 - 6" 90G-01AB

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

1 - 6" 90G-01BCSYKC

1 - 2" 90G-01BCSYKC

1 - 3" 50A-01B



**Public Works
Department**

Memo

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

Purposed Source: GC Systems, Inc.

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

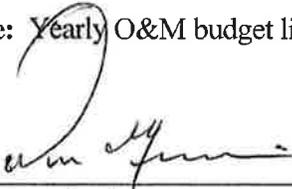
Cost: \$11,612

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

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

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

Approved: _____


Don Morrison, City Administrator/Chief Contract Officer

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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Community Development / John P. Vodopich, AICP	Meeting/Workshop Date: 24 February 2015	Agenda Bill Number: AB15-26
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D15-26	Councilmember Sponsor: James Rackley

Agenda Subject: Sumner School District Impact Fees

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 19.08 Of The Bonney Lake Municipal Code And Ordinance No. 1478 Relating To School Impact Fees.

Administrative Recommendation: Approve

Background Summary: The Sumner School District has updated their capital facilities plan, which is incorporated into the City's Comprehensive Plan's Capital Facilities Element (CFE) by reference. As a result of the update, the School District is requesting an increase in school impact fees. The fees are currently \$3,215 for single-family and \$415 for multi-family. The proposed fees are \$3,270 for single-family and \$1,725 for multi-family. Pierce County has raised their rates for 2015 to \$3,270 for single-family and \$1,725 for multi-family. The District has requested that the City update the impact fees in amounts not less than Pierce County's fees for 2015.

Attachments: Ordinance D15-26 & Sumner School District Request dated January 28, 2015

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: February 10, 2015	Approvals: Chair/Councilmember Dan Swatman Councilmember Donn Lewis Councilmember Katrina Minton-Davis	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No										
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	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
Commission/Board Review:											
Hearing Examiner Review:											

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

APPROVALS		
Director: <i>John P. Vodopich, AICP</i>	Mayor:	Date Reviewed by City Attorney: (if applicable):

ORDINANCE NO. D15-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 19.08 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NO. 1478 RELATING TO SCHOOL IMPACT FEES.

WHEREAS, the Sumner School District has requested an adjustment to the school impact fees as a result of its 2014-2020 capital facilities plan and updated impact fee study; and

WHEREAS, the City desires to comply with the Washington Growth Management Act by providing for the growth related costs of school facilities through the continued imposition of school impact fees.

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

Section 1. BLMC 19.08.120 and Section 2 of Ordinance 1478 is hereby amended to read as follows:

19.08.120 School impact fees.

The school impact fee schedules set forth in this section are generated from the formula for calculating impact fees set forth in the district’s capital facilities plan. Except as otherwise provided in BLMC 19.08.040, 19.08.050 and 19.08.140, all new residential developments in the city will be charged the school impact fees in accordance with the appropriate schedule below. The feepayer shall pay the school impact fee based on the schedule for the school district in which the development is located.

School Impact Fee Schedules

(applies to residential development only)

Sumner School District No. 320:	
Single-family – detached (including manufactured homes and mobile homes on individual lots)	\$3,215.00
	<u>\$3,270.00</u>
Multi-family – per dwelling unit (including townhouses)	\$415
	<u>\$1,725</u>
White River School District No. 416:	

Single-family – detached (including manufactured homes and mobile homes on individual lots)	\$0
Multifamily per dwelling unit (including townhouses)	\$0

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

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

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

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

January 28, 2015

**VIA EMAIL DELIVERY
AND FIRST CLASS MAIL**

John P. Vodopich, AICP
Community Development Director
City of Bonney Lake
Justice and Municipal Center
9002 Main Street E, Suite 300
Bonney Lake, WA 98391

Re: Sumner School District - Bonney Lake School Impact Fee Ordinance

Dear John:

This will follow-up our telephone conference of Monday, January 26, 2015. As we discussed, Sumner School District submitted in the fall of 2014 the District's 2014 – 2020 Capital Facilities Plan to Bonney Lake¹. In conjunction with preparation of the 2014 – 2020 Capital Facilities Plan, the District engaged a consultant to prepare a Student Generation Rate Study for both single-family residential development and multi-family residential development. In addition, the District engaged a demographer for purposes of determining student growth projections who coordinated with the District's consultant engaged in preparation of the District's Capital Facilities Plan.

Based upon these Studies, the District's Student Generation Rates and capacity needs were revised which led to changes in the District's Impact Fee Calculations. For your ease of reference, enclosed is a copy of the District's Impact Fee Calculations set forth in the 2014 – 2020 Capital Facilities Plan.

¹ As a courtesy, enclosed please find a copy of the District's DNS under SEPA and a copy of the District's Board Resolution No. 3/14-15 ratifying the District's Capital Facilities Plan.

John P. Vodophich, AICP

January 28, 2015

Page 2

As you are aware, Pierce County has adopted, under Ordinance No. 2014-100, their annual update to the County's School Impact Fee Ordinance. A copy of the County's Ordinance is enclosed for your convenience also.

On behalf of Sumner School District, the District is requesting to commence the process to update Bonney Lake's School Impact Fee Ordinance in amounts not less than Pierce County's School Impact Fees for 2015².

Please notify us when scheduling for a Study Session and Council action is determined.

Thank you for your attention to this matter. We look forward to hearing from you.

Very truly yours,

MARY J. URBACK PLLC



MARY J. URBACK

MJU:s

Enclosures: Sumner School District Impact Fee Calculation
DNS for District CFP
District Board Resolution No. 3/14-15
Pierce County Ordinance 2014-100

cc: Craig Spencer, Assistant Superintendent, Sumner School District (w/Ordinance 2014-100)
Steve Sjolund, Instructional Services, Sumner School District (w/Ordinance 2014-100)
Don Morrison, City Administrator (w/enclosures)

² Sumner School District has also proceeded to notify the City of Sumner of a request for an update to Sumner's School Impact Fee Ordinance. The City of Edgewood typically updates its School Impact Fee Ordinance in April of each year.

School Site Acquisition Cost:						CALCULATIONS	
<i>((Acres X Cost per Acre)/Facility Capacity) X Student Generation Factor</i>							
	Facility Acreage	Cost per Acre	Facility Capacity	SGF SFH	SGF MFH	Cost per SFH	Cost per MFH
Elementary*	30.00	\$ 150,000	1100	0.323	0.112	\$ 1,321.36	\$ 458.18
Middle	25.00	\$ 150,000	750	0.152	0.070	\$ 760.00	\$ 350.00
High	40.00	\$ 150,000	1250	0.174	0.102	\$ -	\$ -
						\$ 2,081.36	\$ 808.18
<i>* Two future elementary school sites</i>							
School Construction Cost:							
<i>((Facility Cost/Facility Capacity) X Student Generation Factor) X (Permanent/Total Sq. Ft.)</i>							
	Facility Cost	Facility Size	SGF SFH	SGF MFH	Cost per SFH	Cost per MFH	
Elementary	\$ 25,000,000	550	0.323	0.112	\$ 14,681.82	\$ 5,090.91	
Middle	\$ -	750	0.152	0.070	\$ -	\$ -	
High**	\$ 3,500,000	50	0.174	0.102	\$ 12,180.00	\$ 7,140.00	
					\$ 26,861.82	\$ 12,230.91	
<i>** Represents share for growth related to Elhi Hill Program</i>							
Temporary Facility Cost:							
<i>((Facility Cost/Facility Capacity) X Student Generation Factor) X (Temporary/Sq. Ft)</i>							
	Facility Cost	Facility Size	SGF SFH	SGF MFH	Cost per SFH	Cost per MFH	
Elementary	\$ 1,050,000	189	0.323	0.112	\$ 1,794.44	\$ 622.22	
Middle	\$ 150,000	30	0.152	0.070	\$ -	\$ -	
High	\$ 300,000	54.6	0.174	0.102	\$ 956.04	\$ 560.44	
					\$ 2,750.49	\$ 1,182.66	
State Match Credit							
<i>Area Cost Allowance X SPI Sq. Ft X State Match X Student Generation Factor</i>							
	Area Cost Allowance	SPI Footage	State Match %	SGF SFH	SGF MFH	Cost per SFH	Cost per MFH
Elementary	\$200.40	90.00	62.18%	0.323	0.112	\$ 3,622.38	\$ 1,256.06
Middle	\$200.40	108.00	62.18%	0.152	0.070	\$ -	\$ -
High	\$200.40	130.00	62.18%	0.174	0.102	\$ 2,818.65	\$ 1,652.31
						\$ 6,441.02	\$ 2,908.37
Tax Payment Credit							
						SFH	MFH
Average Assessed Value						\$ 244,150.00	\$ 126,652.00
Capital Bond Interest Rate						3.71%	3.71%
Years Amortized						10	10
Property Tax Levy Rate						\$2.22	\$2.22
Present Value of Revenue Stream						\$4,460.82	\$2,314.03
FEE SUMMARY						SINGLE FAMILY	MULTIPLE FAMILI
School Site Acquisition Cost						\$ 2,081.36	\$ 808.18
Permanent Facility Cost						\$ 26,861.82	\$ 12,230.91
Temporary Facility Cost						\$ 2,750.49	\$ 1,182.66
State Match Credit						\$ (6,441.02)	\$ (2,908.37)
Tax Payment Credit						\$ (4,460.82)	\$ (2,314.03)
Subtotal Unfunded Need						\$ 20,791.83	\$ 8,999.35
						\$ -	\$ -
FEE (50%)						\$ 10,395.91	\$ 4,499.68

Sumner School District No. 320
Non-Project Action: Capital Facilities Plan 2014 - 2020
Determination of NonSignificance

Description of Proposal: Non-Project Action for the annual update to Sumner School District's Capital Facilities Plan (2014-2020). The 2014-2020 Capital Facilities Plan incorporates those elements required under the Growth Management Act, including an inventory of existing capital facilities, updates to level of service and student generation factors, projected growth, need for land acquisition and capital facilities, costs associated with needed permanent capital facilities and interim facilities, and a financing plan.

Project Proponent: Sumner School District No. 320
1202 Wood Avenue
Sumner, WA 98390

Project Action Location: District Wide

Lead Agency: Sumner School District No. 320

Date of Issue of DNS: October 13, 2014

Date of Comment
Deadline: October 31, 2014, 5:00 p.m.

Sumner School District No. 320 (the "District") has determined that the non-project action proposal does not have a probable significant adverse impact on the environment. Therefore, an environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed Environmental Checklist, Sumner School District Capital Facilities Plan 2014-2020, and other information on file. This information is available to the public on request.

This Determination of Nonsignificance (DNS) is issued under 197-11-340(2). Comments must be submitted by closing of the comment deadline. The Responsible Official may reconsider the DNS based on timely comments and may retain or modify the DNS. If the DNS is retained, it will be final after the expiration of the comment period.

Responsible Official: Craig Spencer
Position/Title: Assistant Superintendent for Educational Services
Responsible Official Designee
Sumner School District

Address: 1202 Wood Avenue
Sumner, WA 98390

Contact: 253-891-6083
craig_spencer@sumnersd.org

Name of Agency adopting document: Sumner School District No. 320

Signature: _____



Craig Spencer
Assistant Superintendent for Educational Services
Responsible Official Designee

Date: October 13, 2104

NOTE: Pursuant to RCW 43.21C.075, the final decisions of the Responsible Official may be appealed in accordance with Sumner School District SEPA Policy 6890P. Any action to set aside, enjoin, review, or otherwise challenge such action on the grounds of noncompliance within the provisions of Chapter 43.21 RCW (State Environmental Policy Act) shall be commenced in Pierce County Superior Court.

FINDINGS OF FACT:

1. Sumner School District's (District) Capital Facilities Plan 2014-2020 sets forth all of the elements required of a Capital Facilities Plan under the Growth Management Act.
2. The District Capital Facilities Plan for 2014-2020 is based upon a level of service of all-day kindergarten at the elementary school level.
3. The District Capacity Analysis, dated September 4, 2014, prepared by Jeff Greene, Planning Consultant, was utilized in preparing the Capital Facilities Plan.
4. Projected student enrollment was updated through 2034 and was prepared by Jeff Greene, Planning Consultant, utilizing both Washington State Office of Financial Management data and Cohort Survival data of the Washington State Office of Superintendent of Public Instruction.
5. A comprehensive Student Generation Rate Study, dated July 30, 2014, prepared by Planning Consultant, Brian Devereux, was utilized to determine student generation factors.
6. Comment was received from the Long Range Planning Division of Pierce County regarding the adoption of new school siting policies and regulations as part of the County's 2015 Comprehensive Plan Update.
7. The District's Capital Facilities Plan is incorporated by reference into the Pierce County Comprehensive Plan, the City of Bonney Lake Comprehensive Plan, the City of Edgewood Comprehensive Plan, and the City of Sumner Comprehensive Plan.

CONCLUSION: The Responsible Official has determined that the Non-Project Action Proposal does not have a probable significant impact on the environment, and an Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2). This decision was made after review of the completed Environmental Checklist, Sumner School District Capital Facilities Plan 2014-2020, and other information on file with Sumner School District No. 320 and existing regulations. This information is available to the public on request.

NOTE: The issuance of this Determination of Nonsignificance does not constitute project approval. The Sumner School District No. 320 will comply with all applicable requirements of the jurisdiction with authority at the time of submittal of a project-specific proposal.

NOTE: Pursuant to RCW 43.21C.075, the final decision of the Responsible Official may be appealed.

**RESOLUTION NO. 3/14-15
SUMNER SCHOOL DISTRICT NO. 320**

A RESOLUTION OF THE BOARD OF DIRECTORS, SUMNER SCHOOL DISTRICT NO. 320, RATIFYING AND ADOPTING THE 2014-2020 SUMNER SCHOOL DISTRICT CAPITAL FACILITIES PLAN.

WHEREAS, the Growth Management Act, under the authority of RCW ch. 36.70A and RCW ch. 82.02 (collectively, the “GMA”), authorizes the collection of school impact fees by cities and counties in connection with new residential development within their respective jurisdictions; and

WHEREAS, one of the conditions precedent to the adoption or update of a school impact fee ordinance by a city or county is the adoption of or update to a six (6) year plan known as a Capital Facilities Plan (“CFP”) for schools within the Capital Facilities Plan element of the Comprehensive Plan of a city or county; and

WHEREAS, the jurisdictions of Pierce County and the cities of Bonney Lake, Edgewood, Pacific, and Sumner lie within the boundaries of Sumner School District; and each of the jurisdictions except for Pacific have adopted a school impact fee ordinance; and

WHEREAS, the District Administration (the “District”), in consultation with the Board of Directors of the District, planning consultants, and legal counsel, prepared the annual update to the District’s Capital Facilities Plan for 2014-2020 (the “2014-2020 CFP”) based upon an updated student enrollment projection, a comprehensive student generation rate study for single-family and multi-family residential development within the District’s boundaries, a review of the District’s capital needs based upon student enrollment, the student generation rate study, and the District’s level of service with the transition to full-time kindergarten; and

WHEREAS, by Board Resolution No. 1/14-15, the District’s Board of Directors approved the District’s 2014-2020 CFP, a copy of which is attached hereto as Exhibit A; and

WHEREAS, based upon the District’s Board approval of the 2014-2020 CFP, the District Administration, under the authority of Board Policy 6890P, undertook the State Environmental Policy Act (“SEPA”) review of the District’s 2014-2020 CFP, as lead agency; and

WHEREAS, the District Administration, with assistance of legal counsel, prepared and transmitted a non-project action SEPA Checklist to required governmental entities and agencies and other interested parties, in accordance with the SEPA regulations; and

WHEREAS, the District received only one comment relating to the SEPA Checklist and 2014-2020 CFP - from Pierce County Planning and Land Services which

comment related to proposed school siting policies under consideration by Pierce County in conjunction with the County's 2015 Comprehensive Plan Update; and

WHEREAS, in accordance with Board Policy 6890P, the District issued a Determination of Non-Significance ("DNS") for the District's 2014-2020 CFP; and

WHEREAS, no comments were received following issuance of the DNS; and

WHEREAS, the District has complied with all requirements of SEPA, including notice, delivery and comment periods as set forth under SEPA and consistent with Board Policy 6890P; and

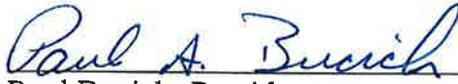
WHEREAS, the District Administration recommends ratification of the District's 2014-2020 CFP, attached hereto as Exhibit A, following compliance with the SEPA requirements; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Sumner School District No. 320 that the Sumner School District 2014-2020 Capital Facilities Plan, attached hereto as Exhibit A, is hereby re-ratified, re-confirmed, and re-approved.

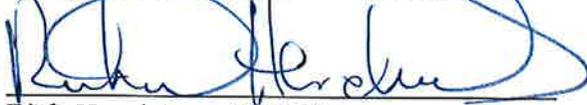
APPROVED by the Board of Directors of Sumner School District No. 320, Pierce County, Washington, this 19th day of November, 2014, in regular, open session.

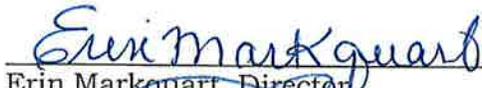


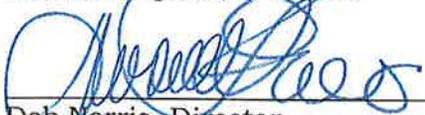
Board of Directors:


Paul Bucich, President


Casey Chamberlain, Vice President


Rick Hendricks, Director


Erin Markquart, Director


Deb Norris, Director


Dr. Sara E. Johnson,
Superintendent/Secretary to the Board

1 Sponsored by: Councilmember Connie Ladenburg
2 Requested by: Pierce County Council
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7 **ORDINANCE NO. 2014-100**

8 9 10 **An Ordinance of the Pierce County Council Amending Section 4A.20.030 of** 11 **the Pierce County Code, "Impact Fee Schedule," to Adjust** 12 **Regional Park Impact Fees for 2015; Amending Section** 13 **4A.30.030 of the Pierce County Code, "School Impact Fee** 14 **Schedule," to Adjust School Impact Fees for 2015; and** 15 **Setting an Effective Date.** 16

17 **Whereas**, park and school impact fees in Pierce County are calculated according
18 to the formulas in Sections 4A.20.020 and 4A.30.020 of the Pierce County Code (PCC),
19 then the fee is "capped" by a "Maximum Fee Obligation" (MFO) which increases
20 annually according to the Consumer Price Index for the Seattle/Tacoma/Bremerton
21 Standard Metropolitan Statistical Area (PCC 4A.20.020 D. and 4A.30.020 D.); and
22

23 **Whereas**, the annual adjustment must be adopted by Ordinance following the
24 adoption of the Capital Facilities Plan and any review of impact fees; and
25

26 **Whereas**, it has been the practice of the Pierce County Council to only adjust
27 impact fees in increments of five dollars, rounding up to the nearest five dollar
28 increment; and
29

30 **Whereas**, the Pierce County Council temporarily suspended inflationary
31 adjustments to park and school impact fees for the years 2012 and 2013 for economic
32 reasons through the adoption of Ordinance Nos. 2011-81s and 2012-71; and
33

34 **Whereas**, regarding regional park impact fees, the Consumer Price Index for all
35 urban consumers for the Seattle-Tacoma-Bremerton area in the first half of 1997 was
36 161.9 (the base index for regional park impact fees); for August 2014 it was 247.19;
37 which is an increase of 52.68 percent; and
38

39 **Whereas**, the MFO for regional parks, adopted in Ordinance No. 96-122S, was
40 \$250.00 for single-family dwelling units and \$125.00 for each multi-family dwelling unit;
41 and
42

43 **Whereas**, as a result of inflationary adjustments from prior years, the current
44 MFO for regional parks is \$375.00 for single-family dwelling units, and \$190.00 for multi-
45 family dwelling units; and
46
47

1 **Whereas**, after adjusting for changes to the Consumer Price Index through
2 August 2014 and rounding up to the nearest five dollar increment, the adjusted regional
3 park MFOs are \$385.00 for single-family dwelling units, and \$195.00 for multi-family
4 dwelling units, an increase of \$10 and \$5, respectively; and
5

6 **Whereas**, school impact fees are collected for residential development in the
7 unincorporated County for school districts that meet the requirements in Title 4A PCC;
8 and
9

10 **Whereas**, the Consumer Price Index for all urban customers for the Seattle-
11 Tacoma-Bremerton area for January 2006 was calculated to be 202.25 (the base index
12 for school impact fees); for August 2014 it was 247.19, which is an increase of 22.22
13 percent; and
14

15 **Whereas**, the MFO for school districts effective in January 2006 and adopted in
16 Ordinance No. 2004-94s was \$2,675.00 for single-family dwelling units and \$1,410.00
17 for each multi-family dwelling unit; and
18

19 **Whereas**, as a result of inflationary adjustments from prior years, the current
20 MFO for schools is \$3,215.00 for single-family dwelling units, and \$1,695.00 for multi-
21 family dwelling units; and
22

23 **Whereas**, after adjusting for changes to the Consumer Price Index through
24 August 2014 and rounding up to the nearest five dollar increment, the adjusted school
25 MFOs are \$3,270.00 for single-family dwelling units and \$1,725.00 for multi-family
26 dwelling units, an increase of \$55 and \$30, respectively; and
27

28 **Whereas**, pursuant to Sections 4A.10.130 and 4A.30.010 C. PCC, the County
29 has reviewed the relevant School Districts' Capital Facilities Plans, County
30 Comprehensive Plan Amendments, and Title 4A PCC; and
31

32 **Whereas**, the White River and Carbonado School Districts have requested that
33 no impact fees be collected by Pierce County within their respective districts; and
34

35 **Whereas**, the Council is reviewing the park and school impact fee changes in
36 conjunction with the annual review and update of the Capital Facilities Plan element of
37 the Comprehensive Plan, as required by PCC 4A.10.030 A.; **Now Therefore**,

38
39 **BE IT ORDAINED by the Council of Pierce County:**
40

41 Section 1. Section 4A.20.030 of the Pierce County Code, "Impact Fee
42 Schedule," and Section 4A.30.030 of the Pierce County Code, "School Impact Fee
43 Schedule," are hereby amended as shown in Exhibit A, which is attached hereto and
44 incorporated herein by reference.
45



1 Section 2. This Ordinance shall become effective on January 1, 2015.

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3
4 PASSED this 17th day of November, 2014.

5
6 Clerk Note: Ordinance No. 2014-100 was defeated at the November 12, 2014, Council
7 meeting. It was reconsidered and passed on November 17, 2014.

8
9
10 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

11
12
13 Denise D. Johnson

14
15 **Denise D. Johnson**
16 Clerk of the Council

Dan Roach

17
18
19 **Dan Roach**
Council Chair

Pat McCarthy

20 **Pat McCarthy**

Pierce County Executive

21
22 Approved Vetoed this
23 24 day of November,
24 2014.

25
26 Date of Publication of

27 Notice of Public Hearing: November 5, 2014

28
29 Effective Date of Ordinance: January 1, 2015

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Only those portions of Sections 4A.20.030 and 4A.30.030 that are proposed to be amended are shown. Remainder of text, tables and/or figures is unchanged.

4A.20.030 Impact Fee Schedule

A. Regional park impact fees are hereby established for the noted residential uses as follows:

Land Use Type	Fee Calculation	Maximum Fee Obligation Effective 01/01/14
Detached single-family, per unit	\$792	\$375
Multi-family, per unit	\$792	\$190



1 **4A.30.030 School Impact Fee Schedule.**

2

SCHOOL DISTRICT	PER SINGLE-FAMILY DWELLING UNIT		PER MULTI-FAMILY DWELLING UNIT	
	School District Fee Calculation for 2014	2015 Impact Fee (Maximum Fee Obligation Effective 1/01/14 is \$3,215 3,270)	School District Fee Calculation for 2014	2015 Impact Fee (Maximum Fee Obligation Effective 1/01/14 is \$1,695)
Bethel	\$11,429	\$3,215	\$12,713	\$1,695
Carbonado	0	0	0	0
Dieringer	\$5,299	\$3,215	\$1,766	\$1,695
Eatonville	\$4,497	\$3,215	\$2,404	\$1,695
Fife	\$1,163	\$1,163	0	0
Franklin Pierce	\$10,032	\$3,215	\$4,530	\$1,695
Orting	\$3,675	\$3,215	\$52	\$55
Peninsula	\$4,954	\$3,215	\$2,903	\$1,695
Puyallup	\$13,709	\$3,215	\$4,395	\$1,695
Steilacoom	\$2,302	\$2,305	0	0
Sumner	\$4,019	\$3,215	\$830	\$830
White River	0	0	0	0
Yelm	\$4,450	\$3,215	\$1,812	\$1,695

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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / Don Morrison	Meeting/Workshop Date: 24 February 2015	Agenda Bill Number: AB15-30
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2440	Councilmember Sponsor:

Agenda Subject: Lease Termination Buyout Agreement for the former City Hall Annex building.

Full Title/Motion: A Resolution Of The City Council Authorizing The Mayor To Sign A Lease Termination Agreement For The Former City Hall Annex.

Administrative Recommendation: Approve

Background Summary: Coldwell Banker Bain (CBB) leases the former City Hall Annex building. The firm intends to close their regional Bonney Lake IT operation, and have asked to terminate the lease. After negotiations, the parties have agreed to a lease buyout amount of \$25,000 plus the City will keep the AC unit CBB installed in the building. It is anticipated that the City will be able to release the building relatively soon, and likely at a higher rate.
Attachments: Resolution; Termination Buyout Agreement

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: Buyout is \$25,000 plus the City keeps the newly installed AC unit.			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: Feb. 10, 2015	<i>Approvals:</i> Chair/Councilmember Councilmember Councilmember	<table style="border: none;"> <tr> <td style="padding: 0 5px;">Yes</td> <td style="padding: 0 5px;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>					
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Forward to:		Consent	<input type="checkbox"/> Yes <input type="checkbox"/> No								
Commission/Board Review:											
Hearing Examiner Review:											

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

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2440

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A LEASE TERMINATION FOR THE FORMER CITY HALL ANNEX BUILDING.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Lease Termination between the City of Bonney Lake and Landover Corporation, DBA Coldwell Banker Bain, attached hereto and incorporated herein by this reference.

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

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

TERMINATION OF LEASE AGREEMENT

WHEREAS, on August 27, 2013, the Parties, Landover Corporation DBA Coldwell Banker Bain ("Lessee") and the City of Bonney Lake ("Lessor") entered into a Lease Agreement for the City-owned property located at 8720 Main Street E, Bonney Lake, Washington, which was approved by the Bonney Lake City Council through Resolution 2323; and

WHEREAS, the Lease Agreement obligated and entitled Lessee to lease the premises in exchange for rent for a term of five years, terminating at midnight on October 31, 2018; and

WHEREAS, the Lessee desires to terminate the Lease Agreement effective March 15, 2015.

NOW, THEREFORE, the Parties hereby agree as follows:

The Lessor releases the Lessee from its obligations under the Lease Agreement effective March 15, 2015, except as follows:

1. Lessee shall pay to Lessor no later than March 15, 2015, a one-time Lease Agreement cancellation fee in the amount of twenty-five thousand dollars (\$25,000.00). This amount shall be in lieu of rent for March 2015.
2. Lessee shall remove all personal property from the premises no later than March 15, 2015. Paragraph 20 of the Lease Agreement shall apply to any personal property not removed.
3. Lessee shall remove all alterations and improvements to the premises, as defined under Paragraph 9.3 of the Lease Agreement, except alterations and improvements the Parties have agreed shall belong to the Lessor at the termination of the Lease Agreement. The Parties agree that the Lessor shall retain the air conditioning system the Lessee installed in the premises.
4. Lessee shall restore the premises to its original condition in accordance with paragraph 9.3 of the Lease Agreement, normal wear and tear excepted.
5. The defense, indemnification, and hold harmless provisions of paragraph 9.4 shall survive termination of the Lease Agreement.

IN WITNESS WHEREOF, the parties subscribe their names.

**Landover Corporation, DBA
Coldwell Banker Bain**

CITY OF BONNEY LAKE

By: _____

Neil Johnson Jr., Mayor

Title: _____

Date: _____

STATE OF WASHINGTON)

) ss.

County of Pierce)

On this _____ day of _____, 2015 before me personally appeared _____ and said person(s) on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of **Landover Corporation DBA Coldwell Banker Bain** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

