

CITY COUNCIL MEETING

**January 26, 2010
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.

Website: www.ci.bonney-lake.wa.us

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

I. CALL TO ORDER

A. Flag Salute

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember Jim Rackley.

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

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

3. Presentations:

- a. Proclamation: Pierce County Reads - Representative from Pierce County Libraries
- b. Recommendation - PC Chairman Grant Sulham
AB10-18 - Ordinance D10-18 - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Relating To An Interim Zoning Ordinance To Regulate Cottage Housing.
- c. Recommendation - PC Chairman Grant Sulham
AB10-19 - Ordinance D10-19 - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Updating The Downtown Design Standards Boundary Map.
- d. Recommendation - PC Chairman Grant Sulham
AB10-20 - Ordinance D10-20 An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Updating The Critical Areas To Require Arborist's Reports When Trees Are Removed, Topped Or Trimmed In Critical Areas.

3. Presentations:

- e. Recommendation - PC Chairman Grant Sulham
AB10-21 - Ordinance D10-21 - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Adding A New Chapter 18.19 To Title 18 Of The Bonney Lake Municipal Code, Creating A High Density Residential Overlay Zone And Applying It To The Residentially Zoned Portion of the WSU Forest.

D. Agenda Modifications:**II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:****A. Public Hearings:****B. Citizen Comments:**

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

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

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

- A. Approval of Corrected Minutes: January 5, 2010 Workshop and January 12, 2010 Meeting Minutes.
- B. Accounts Payable Checks/Vouchers - Accounts Payable checks/vouchers #57666 thru 57717 (including wire # 12302009) in the amount of \$271,208.23; Accounts Payable checks/vouchers #57718 thru 57774 (including wire #'s 1152010 & 12152009) in the amount of \$994,690.14; Accounts Payable checks/vouchers #57775 for a Utility Refund in the amount of \$436.61.
- C. Approval of Payroll - Payroll for January 1-15th 2010 for checks 28721-28746 including Direct Deposits and Electronic Transfers in the amount of \$ 388,681.45
- D. AB10-17 - Resolution 2004 - A Resolution Of The City Council Authorizing The Mayor To Sign An Amendment And Extension To The Emergency Management Services Agreement With Pierce County.

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.

- E. AB10-29 - A Motion Of The Bonney Lake City Council Authorizing The City To Submit A Grant Application To The Plum Creek Foundation.

V. FINANCE COMMITTEE ISSUES:

- A. AB10-12 - Resolution 2001 - A Resolution Of The City Of Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Contract With Billing Document Specialists (Caldwell, ID) For Utility Billing And Lock Box Services.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

VII. PUBLIC SAFETY COMMITTEE ISSUES:

VIII. FULL COUNCIL ISSUES:

- A. AB10-30 - Resolution 2009 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The 2010 Lake Tapps Area Water Resources Agreement.

IX. EXECUTIVE SESSION:

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

X. ADJOURNMENT

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

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

Pierce County READS

*Proclamation of the City of
Bonney Lake*

In recognition of Pierce County Library System and The News Tribune's Pierce County READS, sponsored by Key Foundation, a foundation funded by KeyBank.

Whereas, Pierce County READS seeks to provide, cultivate, and encourage reading opportunities for a community of readers throughout Pierce County; and

Whereas, Pierce County READS will be a focused 10-week period, January 25th-April 3rd, 2010, when people throughout the county will read the award-winning book, participate in free events, join with groups to discuss the book, and attend a free event to meet the nationally known, award-winning author on March 27, 2010, at 7 p.m., with the full schedule of events and activities available at www.piercecountylibrary.org; and;

Whereas, The Pierce County Library is offering this community-wide program in collaboration with numerous community partners; and

Whereas, Pierce County READS will foster and strengthen community involvement and unity through a shared reading activity.

Now therefore, I, Neil Johnson, Jr., Mayor of the City of Bonney Lake do hereby proclaim

January 25th through April 3rd, 2010 as

PIERCE COUNTY READS

PROCLAIMED this January 26, 2010.



Memo

Date : October 7, 2009
To : Mayor and City Council
From : Randy McKibbon, Chair, Bonney Lake Planning Commission
CC :
Re : **Cottage Development**

BACKGROUND

A developer approached the City Council asking them to consider adopting Cottage Development regulations. City Council initiated the review of the Cottage Development Ordinance through adoption of the 2009 Planning Commission workplan. The Planning Commission proceeded to review Cottage Development ordinances from other jurisdictions, view plans and photographs from established cottage developments and visited several cottage developments that have been built in Snoqualmie and the City of Shoreline.

The Cottage Development that the Commission was most impressed with was designed by the Cottage Company. The Cottage Company's owner, Linda Pruitt, recommended the Kirkland Cottage Development Code and the draft before the City Council is largely based on Kirkland's code with some changes that the Commission thought were more appropriate for Bonney Lake.

The ordinance is drafted as an "interim" zoning ordinance to give the flexibility of expiring the code if developments were built based on the code that were not desirable in the city.

The Planning Commission recommends the Cottage Ordinance attached to this memo.

FINDINGS:

1. A Notice of Public Hearing was published in the Bonney Lake Courier Herald on September 1, 2009.
2. The Planning Commission held a public hearing on September 16, 2009 to receive testimony concerning the rezone. Public comment constituted a recommendation to approve from a developer and a concern by one citizen about developing cottages on Inlet Island.

3. An environmental determination of non-significance was issued on September 16, 2009. It was not appealed.
4. The Washington State Department of Community, Trade and Economic Development has completed their required review and had no comments.
5. The City's legal department recommended that this ordinance not be "interim" because interim codes are more difficult to administer.
6. The Planning Commissioners voted ____ to recommend the attached draft ordinance.

RECOMMENDATION:

The Bonney Lake Planning Commission therefore recommends to the City Council that the attached draft of the Cottage Ordinance

ORDINANCE NO. D10-18

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, RELATING TO AN INTERIM ZONING ORDINANCE TO REGULATE COTTAGE HOUSING

WHEREAS, The purpose of this interim zoning ordinance is to assess the viability of cottage housing in Bonney Lake; and

WHEREAS, the City of Bonney Lake desires to adopt provisions for Cottage Housing; and

WHEREAS, the State Environmental Policy Act was complied with through the issuance of a DNS on September 16, 2009; and

WHEREAS, the Planning Commission conducted a public hearing on September 16, 2009; and

WHEREAS, the Planning Commission issued a recommendation for passage of this Ordinance on October 7, 2009; and

WHEREAS, a letter informing the state department of community trade and economic development was mailed on September 16, 2009, more than 60 days ago informing it about the possible adoption of this ordinance;

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

Section 1. BLMC Chapter 18.14.020 is hereby amended to read as follows:

18.14.020 Uses permitted outright.

The following uses may be permitted in an R-1 zone, subject to off-street parking requirements, bulk regulations and other provisions and exceptions set forth in this code:

A. Residential Uses.

1. Single-family residences, detached;

2. Cottage Developments; provided the requirements of BLMC 18.39 are met.

B. Educational Uses.

1. Elementary school.

C. Cultural, Religious, Recreational, and Entertainment Uses.

1. Parks, opens space and trails;

2. Churches of less than 250 seats; provided the requirements of BLMC 18.22.040 are met.

D. Resource Management Uses.

- 1. Agriculture and orchards;
- 2. Forestry and tree farms;
- 3. Raising of livestock, small animals and fowl; provided the requirements of BLMC [18.22.060](#) are met.
- E. Transportation, Communication, Utilities.
 - 1. Public utility facility; provided, the requirements of BLMC [18.22.050](#) are met;
- F. Wireless communications facilities are permitted as principal or accessory uses provided the requirements of Chapter [18.50](#) BLMC are met.

Section 2. BLMC Chapter 16.14 Landscaping, is hereby amended to read as follows:

16.14.020 When landscaping is required.

In any zone, this chapter shall apply at the time of any land or cottage development or change of land use other than single-family residences or duplexes. (Ord. 1171 § 1, 2005).

16.14.090 Street frontages.

A. For subdivisions, four- to nine-lot short plats, cottage developments, and commercial developments, the proponent shall install street trees and Type III buffer along all street frontages.

B. The director(s) shall determine street tree species. Trees under power lines shall be of a species whose height at maturity is compatible with such location.

C. Street trees shall be at least two-inch caliper and shall be planted at least every 30 feet on center where practical.

D. Shrubs planted along street frontage shall be of species that when mature are less than 36 inches tall.

E. In pedestrian-oriented zones the director(s) may specify alternative street frontage buffers appropriate to the design guidelines for such areas.

F. See BLMC [16.14.140](#) for vision clearance triangle. (Ord. 1171 § 1, 2005).

Section 3. BLMC 14.20.010 Classification of Permits is hereby amended to read as follows

14.20.010 Classification.

Permits shall be classified according to which procedures apply. In the following table an “X” means that procedure (row) pertains to that type of permit (column).

	Type					
	1	2	3	4	5	6
Regulatory reform applies; that is, per RCW 36.70B.140, the city must issue a determination of completeness, etc.		X	X	X	X	X
Non-SEPA-exempt (SEPA threshold determination required)			X		X	X

Public hearing required				X	X	X
Hearing examiner recommends to city council						X

The above table, applied to permits issued pursuant to the Bonney Lake development code, results in the following list of permits by type.

	Type					
	1	2	3	4	5	6
Accessory Dwelling Unit (ADU) permit	X					
Administrative Wireless Communication Facility (WCF) permit	X					
Annexation						X
Boundary Line Adjustments (BLA)	X					
Building permit	X		X			
Civil engineering permit	X		X			
Conditional Use Permit (CUP)				X		
<u>Cottage Development</u>			X			
Critical area variance					X	
Grade/Fill permit (not shoreline)	X		X			
Land clearing & tree removal permit	X					
Lot combinations	X					
Minor critical area permit	X					
Minor modification to a plat	X					
Planned Unit Development (PUD)						X
Shoreline Letters of Exemption (SSDE)		X	X			
Shoreline Substantial Development Permit (SSDP), Shoreline Conditional Use Permit (SCUP), and/or Shoreline Variances (SVAR)					X	
Sign permit (all types of sign permits)	X					
Site plan review		X	X			
Site-specific rezones and comprehensive plan amendments						X
Subdivisions (long plats)						
Final plats		X				

Plat extensions				X		
Plat alterations or vacations						X
Preliminary plats (long plats, long subdivisions)						X
Subdivisions (short plat — SPT)		X	X			
Temporary permit	X					
Variance (zoning, public works, etc.)				X		

Section 4. BLMC Chapter 18.04 is amended to read as follows:

18.04.010 “A”.

“Abandonment” means to:

- A. Cease operation for a period of 60 or more consecutive days;
- B. Reduce the effective radiated power of an antenna by 75 percent for 60 or more consecutive days;
- C. Relocate an antenna at a point less than 80 percent of the height of an antenna support structure; or
- D. Reduce the number of transmissions from an antenna by 75 percent for 60 or more consecutive days.

“Accessory building” is a building secondary to the primary building on the premises upon the lot and not attached thereto.

“Accessory dwelling unit” is a second dwelling unit either in or added to an existing single-family detached dwelling, or in a separate structure on the same lot as the primary dwelling for use as a complete, independent living facility with provision within the accessory unit for cooking, eating, sanitation, sleeping and entry separate from that of the main dwelling. Such a dwelling is an accessory use to the main dwelling. Accessory units are also commonly known as “mother-in-law” units, ~~or “carriage house.”~~

18.04.030 “C”.

“Camouflaged” means a personal wireless service facility that is disguised, hidden, or integrated with an existing structure that is not a monopole or tower, or a personal wireless service facility that is placed within an existing or proposed structure or new structure, tower, or mount within trees so as to be significantly screened from view or camouflaged to appear as a non-antenna structure (i.e., tree, flagpole with flag, etc.)

“Carriage House” means a commonly owned guest room, not to exceed 800 square feet in gross floor area, located in a community building in a cottage housing development that may contain sleeping and bathroom facilities.

“Cell site” or “site” means a tract or parcel of land that contains personal wireless service facilities including any antenna, support structure, accessory

buildings, and parking, and may include other uses associated with and ancillary to personal wireless services.

“City center and view corridor area” means an area defined by the boundaries of the city center and the view corridor for Mt. Rainier along SR 410 from approximately 500 feet northwest of the intersection with Sumner/Buckley Highway (Bonney Lake Main Street to the dip in SR 410 just west of Angeline Road undercrossing (the point where Mt. Rainier disappears from view).

“Co-location” means the use of a personal wireless service facility or cell site by more than one personal wireless service provider.

“Community Building” means a commonly owned structure designed for community use within a cottage or multi-family development.

“Community Space” means a room or set of rooms within a community building.

“Conditional use” means a use permitted in one or more classifications as defined by this title but which use because of characteristics peculiar to it, or because of size, technological processes, or type of equipment, or because of the exact location with reference to surroundings, streets and existing improvements or demand upon public facilities, required a special degree of control to make such uses consistent with and compatible to other existing or permissible uses in the same zones or zones, and to assure that such use shall not be harmful to the public interest.

“Conditional use permit” or “CUP” means the documented evidence of authority granted by the hearing examiner to locate a conditional use at a particular location.

“Condominium” means a multiple-family dwelling and its accessory uses and grounds in which each dwelling unit is individually owned, and all or any part of the dwelling structure, accessory uses and grounds are owned cooperatively by the owners of said dwelling units, and maintenance functions are performed by required subscriptions from said owners.

“Convalescent home,” see “Nursing home”.

“Cottage Development” or “Cottage Housing Development” means a development with detached, single-family dwelling units arranged in a cluster with other cottages on a common lot facing a common open space according to the requirements of BLMC Chapter 18.39.

“COW” means “cell on wheels.”

Section 5. A new Chapter 18.39 BLMC, Cottage Housing Development, is hereby added to read as follows:

Chapter 18.39

COTTAGE HOUSING DEVELOPMENT

Sections:

[18.39.010](#) User Guide

18.39.020 Voluntary Provisions and Intent

[18.39.030](#) Parameters for Cottages and Carriage Units

[18.39.040](#) Community Buildings and Community Space in Cottage Developments

[18.39.050](#) Design Standards and Guidelines

18.39.060 Review Process

[18.39.070](#) Additional Standards

18.39.010 User Guide

This chapter provides standards for alternative types of housing in single-family zones. If you are interested in proposing cottages or you wish to participate in the City's decision on a project including these types of housing units, you should read this chapter.

18.39.020 Voluntary Provisions and Intent

The provisions of this chapter are available as alternatives to the development of typical detached single-family homes. These standards are intended to address the changing composition of households, and the need for smaller, more diverse, and often, more affordable housing choices. Providing for a variety of housing types also encourages innovation and diversity in housing design and site development, while ensuring compatibility with surrounding single-family residential development.

18.39.030 Parameters for Cottages and Carriage Units

	Cottage	Carriage
Max Unit Size ¹	1,500 square feet ²	800 square feet
Density	2 times the maximum number of detached dwelling units allowed in the underlying zone ^{3,4}	
Development Size	Min. 4 units Max. 12 units	A carriage house may be included when a cottage housing development. ⁵
Review Process	Type 3	
Location	Developments containing cottage homes may not be located closer than one mile to another cottage development measured from the closest property line.	
Minimum Lot Size	Beyond density restrictions, there is no required minimum lot size for lots created through the subdivision process. (The number of allowed units on the subject property is determined by the density provision of this chart.)	
Parking Requirements	Units under 700 square feet: 1 space per unit	
	Units between 700 – 1,000 square feet: 1.5 spaces per unit	

	Units over 1,000 square feet: 2 spaces per unit. Must be provided on the subject property.	
Minimum Required Yards (from exterior property lines of subject property)	Front: 20' Other: 10'	Allowed when included in a cottage project.
Lot coverage (all impervious surfaces) ⁶	50%	Allowed when included in a cottage project.
Garages	Cottage developments must include one enclosed parking space per cottage/ preferably built within a common building or buildings	
Refuse Containers	At least one and not more than two accessory buildings shall be constructed within each Cottage Development large enough to accommodate garbage and recycling bins for each unit in the development. This building is encouraged to be attached to a garage.	
Height		
Dwelling Units	25' (R-1) maximum (where minimum roof slope of 6:12 for all parts of the roof above 18' are provided). Otherwise, 18'	
Garages	Must be enclosed, One story, not to exceed 18', minimum interior length of 20 ft.	
Tree Retention	Standards contained in BLMC Chapter 16.13 for Tree Retention and replacement shall apply to development approved under this chapter. Existing native trees are encouraged to be retained in perimeter landscaping buffers.	
Common Open Space	Minimum 400 square feet per unit required	
Community Buildings	Community buildings are encouraged, not to exceed height of cottages within the development	
Attached Covered Porches	Each unit must have a covered porch with a minimum area of 64 square feet per unit and a minimum dimension of 8' on all sides.	
Development Options	Condominium Rental or Ownership	
Accessory Dwelling Units (ADUs)	Not permitted	

¹ A covenant restricting any increases in unit size after initial construction shall be recorded against the property. Vaulted space may not be converted to habitable space.

² Maximum size for a cottage is 1,500 square feet.

- ³ Existing detached dwelling units may remain on the subject property and will be counted as units.
- ⁴ When the conversion from detached dwelling units to equivalent units results in a fraction, the equivalent units shall be limited to the whole number below the fraction.
- ⁵ Carriage units may be included within a cottage housing proposal to be reviewed through a Type 3 process;
- ⁶ Lot coverage is calculated using the entire development site. Lot coverage for individual lots may vary.

18.39.040 Community Buildings and Community Space in Cottage Developments

Community buildings and community space are encouraged in cottage developments.

- A. Community buildings or space shall be clearly incidental in use and size to the dwelling units.
- B. Building height for community buildings shall be no more than one story. Where the community space is located above another common structure, such as a detached garage or storage building, standard building heights apply.
- C. Community buildings must be located on the same site as the cottage housing development, and be commonly owned by the residents.

18.39.050 Design Standards and Guidelines

A. Orientation of Dwelling Units

Dwellings within a cottage housing development should be oriented to promote a sense of community, both within the development, and with respect to the larger community, outside of the cottage project. A cottage development should not be designed to “turn its back” on the surrounding neighborhood.

1. Each dwelling unit that abuts a common open space shall have a primary entry and/or covered porch oriented to the common open space.
2. Each dwelling unit abutting a public right-of-way (not including alleys) shall have an inviting facade, such as a primary or secondary entrance or porch, oriented to the public right-of-way, or a Type I landscaping strip as defined by BLMC 16.14.060. If a dwelling unit abuts more than one public right-of-way, the City shall determine to which right-of-way the inviting facade shall be oriented.

B. Required Common Open Space

Common open space should provide a sense of openness, visual relief, and community for cottage developments. The space must be outside of wetlands, streams and their buffers, and developed and maintained to provide for passive and/or active recreational activities for the residents of the development.

1. Each area of common open space shall be in one contiguous and usable piece with a minimum dimension of 20 feet on all sides.
2. Land located between dwelling units and an abutting right-of-way or access easement greater than 21 feet in width may not serve as required common open space, unless the area is reserved as a separate tract, and does not contain pathways leading to individual units or other elements that detract from its appearance and function as a shared space for all residents.
3. Required common open space may be divided into no more than two separate areas per cluster of dwelling units.
4. Common open space shall be located in a centrally located area and be easily accessible to all dwellings within the development.
5. Fences with a maximum height of 24" are permitted to separate the private and public open space areas, otherwise, fences may not be located within the required open space.
6. Landscaping located in common open space areas shall be designed to allow for easy access and use of the space by all residents, and to facilitate maintenance needs. Where feasible, existing mature trees should be retained.
7. Unless the shape or topography of the site precludes the ability to locate units adjacent to the common open space, the following standards must be met:
 - a. The open space shall be located so that it will be surrounded by cottages on at least two sides;
 - b. At least 75 percent of the units in the development shall abut a common open space. A cottage is considered to "abut" an area of open space if there is no structure between the unit and the open space.
 - c. Common open space shall have no slope.
 - d. Utility boxes shall not be located in the common open space.

8. Surface water management facilities shall be limited within common open space areas. Low Impact Development (LID) features are permitted, provided they do not adversely impact access to or use of the common open space for a variety of activities. Conventional stormwater collection and conveyance tools, such as flow control and/or water quality vaults are permitted if located underground.

C. Private open space.

Each dwelling unit shall provide a minimum of 400 square feet of private front yard space.

1. Examples include lawn area, courtyards and patios.
2. No dimension of a private open space area used to satisfy the minimum square footage requirement shall be less than nine feet.

D. Landscaping

Along property lines not adjacent to a street, cottage developments shall include Type I landscaping buffers in accordance with BLMC 16.14.060

E. Shared Detached Garages and Surface Parking Design

Parking areas should be located so their visual presence is minimized, and associated noise or other impacts do not intrude into public spaces. These areas should also maintain the single-family character along public streets.

1. Shared detached garage structures may not exceed four garage doors per building, and a total of 1,200 square feet.
2. For shared detached garages, the design of the structure must be similar and compatible to that of the dwelling units within the development.
3. Shared detached garage structures and surface parking areas must be screened from public streets and adjacent residential uses by landscaping or architectural screening.
4. Shared detached garage structures shall be reserved for the parking of vehicles owned by the residents of the development. Storage of items which preclude the use of the parking spaces for vehicles is prohibited.
5. Surface parking areas may not be located in clusters of more than four spaces. Clusters must be separated by a distance of at least 20 feet.

F. Low Impact Development

The proposed site design shall incorporate the use of low impact development (LID) strategies to meet stormwater management standards. LID is a set of techniques that mimic natural watershed hydrology by slowing, evaporating/transpiring, and filtering water, which allows water to soak into the ground closer to its source. The design should seek to meet the following objectives:

1. Preservation of natural hydrology.
2. Reduced impervious surfaces.
3. Treatment of stormwater in numerous small, decentralized structures.
4. Use of natural topography for drainageways and storage areas.
5. Preservation of portions of the site in undisturbed, natural conditions.
6. Reduction of the use of piped systems. Whenever possible, site design should use multifunctional open drainage systems such as vegetated swales or filter strips which also help to fulfill landscaping and open space requirements.

G. Carriage Units within Cottage Projects

Carriage units may be included within a cottage housing development. Design of these units should be compatible with that of the cottages included in the project.

H. Variation in Unit Sizes, Building and Site Design

Cottage projects should establish building and site design that promotes variety and visual interest that is compatible with the character of the surrounding neighborhood.

1. Projects should include a mix of unit sizes within a single development.
2. Proposals are encouraged to provide a variety of building styles, features and site design elements within cottage housing communities. Dwellings with the same combination of features and treatments should not be located adjacent to each other.

I. Pedestrian Flow through Development

Pedestrian connections should link all buildings to the public right-of-way, common open space and parking areas.

18.39.060 Review Process

A. Approval Process – Cottage Housing Development

1. The City will process an application for cottage development through a Type 3 process, BLMC 14.50.

2. Neighborhood Meeting

- a. Applicants for cottage developments submitted under this ordinance shall schedule and host a neighborhood meeting. The neighborhood meeting shall be held within thirty (30) days following submittal of the proposal.
- b. The purpose of the neighborhood meeting shall be to inform nearby property owners of the proposed development.
- c. The applicant shall mail written notice of the neighborhood meeting to all property owners within 600 feet of the proposed project and shall publish notice in at least one (1) local newspaper at least ten (10) days prior to the meeting. Any alleged failure of any property owner to actually receive the notice of neighborhood meeting shall not invalidate the proceedings.
- d. At the neighborhood meeting, the applicant shall present the proposed development to interested residents and solicit their comments. Within thirty (30) days of the neighborhood meeting, the applicant shall submit a narrative to the City, summarizing and addressing comments received at the meeting. The applicant may submit revisions to the proposal based on neighborhood comments.

3. Lapse of Approval

Unless otherwise specified in the decision granting Type 3 approval, the applicant must begin construction or submit to the City a complete building permit application for development of the subject property consistent with the Type 3 approval within one year after the final decision granting the approval or that decision becomes void. The applicant must substantially complete construction consistent with the Type 3 approval and complete all conditions listed in the Type 3 approval decision within three years after the final decision on the Type 3 approval or the decision becomes void. "Final decision" means the final decision of the Community Development Director.

4. Extensions

The applicant may apply for a one-time extension, of up to one year, of the time limits under subsection (A)(3) of this section. The application for the extension must be submitted by letter prior to the expiration of the applicable time limit under subsection (A)(3) of this section. The letter of application must be submitted to the Community Development

Department and, along with any other supplemental documentation, must demonstrate that the applicant is making substantial progress toward developing the subject property consistent with the Type 3 approval and that circumstances beyond his/her control prevent compliance with the applicable time limit under subsection (A)(3) of this section.

B. Approval Process – Carriage Units

1. Developments containing carriage units that are part of a cottage project shall also be reviewed through a Type 3 process.
2. The lapse of approval and extension provisions in subsections (A)(3) and (A)(4) of this section also apply to carriage unit development approved under the Type 3 process.

C. Approval Process – Requests for Modifications to Standards

1. Minor Modifications

Applicants may request minor modifications to the general parameters and design standards set forth in this chapter. The Community Development Director may modify the requirements if all of the following criteria are met:

- a. The site is constrained due to unusual shape, topography, easements or sensitive areas.
- b. The modification is consistent with the objectives of this chapter.
- c. The modification will not result in a development that is less compatible with neighboring land uses.

D. Review Criteria

1. The applicant must demonstrate that:
 - a. The proposal is compatible with and is not larger in scale than surrounding development with respect to size of units, building heights, roof forms, setbacks between adjacent buildings and between buildings and perimeter property lines, number of parking spaces, parking location and screening, access and lot coverage.
 - b. Any proposed modifications to provisions of this chapter are important to the success of the proposal as an alternative housing project and are necessary to meet the intent of these regulations.

18.39.070 Additional Standards

- A. Impact fees under BLMC Chapter 19 for the proposed project shall be assessed at the rates for multifamily dwelling units.

B. The City's approval of a cottage housing development does not constitute approval of a subdivision or short plat. An applicant wishing to subdivide in connection with a development under this chapter shall seek approval to do so concurrently with the approval process under this chapter. To the extent there is a conflict between the standards set forth in Title 17 of the Bonney Lake Municipal Code, the standards set forth in this chapter shall control. A lot that has existing cottage development may not be subdivided unless all of the requirements of the Zoning Code and Title 17 of the Bonney Lake Municipal Code are met.

Section 7. If any portion of this Ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

Section 8. This Ordinance shall be effective for eighteen (18) months and thereafter may be renewed for one or more six (6) month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

Section 9. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this _____ day of _____, 2009.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:

ORDINANCE NO. D10-19

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, UPDATING THE DOWNTOWN DESIGN STANDARDS BOUNDARY MAP

WHEREAS, The purpose of updating the Downtown boundary map is to improve administration and project review; and

WHEREAS, the State Environmental Policy Act was complied with through the issuance of a DNS on September 16, 2009; and

WHEREAS, the Planning Commission conducted a public hearing on September 16, 2009; and

WHEREAS, the Planning Commission issued a recommendation for passage of this Ordinance on October 21, 2009; and

WHEREAS, a letter informing the state department of community trade and economic development was mailed on September 16, 2009, more than 60 days ago informing it about the possible adoption of this ordinance;

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

Section 1). Figure 1 of the Downtown Design Standards is hereby replaced with the attached map.

Section 2). If any portion of this Ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

Section 3). This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this _____ day of _____, 2009.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:

Valid:

Published:

Effective Date:

ORDINANCE NO. D10-20

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, UPDATING THE CRITICAL AREAS ORDINANCE TO REQUIRE ARBORIST'S REPORTS WHEN TREES ARE REMOVED, TOPPED OR TRIMMED IN CRITICAL AREAS

WHEREAS, The purpose of this ordinance is to further protect critical areas by requiring arborist's reports for the removal, topping or trimming of trees in critical areas; and

WHEREAS, the State Environmental Policy Act was complied with through the issuance of a DNS on October 14, 2009; and

WHEREAS, the Planning Commission conducted a public hearing on November 4, 2009; and

WHEREAS, the Planning Commission issued a recommendation for passage of this Ordinance on October 21, 2009; and

WHEREAS, a letter informing the state department of community trade and economic development was mailed on October 14, 2009, more than 60 days ago informing it about the possible adoption of this ordinance;

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

Section 1. BLMC Chapter 16.20.090 is hereby amended to read as follows:

16.20.090 Critical area reports.

Unless waived by the director(s), critical area reports shall be prepared for nonexempt proposed developments located within critical areas or their buffers. Said critical area reports shall:

A. Be prepared by qualified professionals as defined in WAC 365-195-905(4). The following list shows the type of critical area report and the related professional discipline:

1. Wetlands: wetland biologist.
2. Critical aquifer recharge areas: hydrogeologist, geologist, or engineer.
3. Floodplains: hydrologist or engineer.
4. Geologically hazardous areas: engineer or geologist.
5. Fish and wildlife habitats: biologist.
6. Tree removal in critical areas: certified arborist

B. Incorporate best available science.

C. Cover a study area large enough to understand relationships with important off-site factors and identify any nearby critical area whose buffer extends onto the project site.

D. Contain the following unless waived by the director(s):

1. Name and contact information of the applicant, description of the proposed development, and identification of required permits;
2. Site plan drawn to scale showing critical areas, buffers, existing structures, and proposed structures, clearing, grading, and stormwater management;
3. Characterization of critical areas and buffers;
4. Assessment of the probable impact to critical areas;
5. Analysis of site development alternatives;
6. Description of efforts to avoid, minimize, and mitigate impacts to critical areas pursuant to BLMC [16.20.130\(E\)](#) ("sequencing");
7. Mitigation plans as needed, in accordance with BLMC [16.20.110](#);
8. Evaluation of compliance with this critical areas code's substantive requirements applicable to the proposed development;
9. Financial guarantees to ensure compliance, such as a performance bond or deposit, if necessary;
10. Additional information as required in the chapter corresponding to the type of critical area;
11. Documentation of who prepared the report and when, with fieldwork and data sheets;
12. Statement specifying the accuracy of the report and assumptions relied upon; and
13. Additional information as required by the director(s). (Ord. 1070 § 2, 2004).

Section 4. If any portion of this Ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

Section 5. This Ordinance shall be effective for eighteen (18) months and thereafter may be renewed for one or more six (6) month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

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

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

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:

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

<u>Department / Staff Contact:</u> CD / Heather Stinson	<u>Workshop / Meeting Date:</u> 26 Jan 2010	<u>Agenda Bill Number:</u> AB10-21
<u>Ordinance Number:</u> D10-21	<u>Resolution Number:</u>	<u>Councilmember Sponsor:</u>

Agenda Subject: Adoption of R-3 Overlay

Proposed Motion: ADDING A NEW CHAPTER 18.19 TO TITLE 18 OF THE BONNEY LAKE MUNICIPAL CODE, CREATING A HIGH DENSITY RESIDENTIAL OVERLAY ZONE AND APPLYING IT TO THE RESIDENTIALLY ZONED PORTION OF THE WSU FOREST.

Administrative Recommendation: Approve the attached ordinance as drafted.

Background Summary: The Development Agreement with WSU requires the City to consider adopting an ordinance that would allow detached single family use in R-3. The attached draft ordinance attempts to accomplish this by adopting a new zoning overlay that would allow for this use as well as reducing some of the bulk requirements of R-3. The ordinance also applies this overlay to that portion of the WSU forest that is zoned R-3.

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

COMMITTEE/BOARD REVIEW:

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

COUNCIL ACTION:

Workshop Date(s): Public Hearing Date(s): 04 Nov 2009
 Meeting Date(s): Tabled To Date:

Signatures:

Director Authorization John P. Vodopich, AICP	Mayor	Date City Attorney Reviewed
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ORDINANCE NO. D10-21

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY,
WASHINGTON, ADDING A NEW CHAPTER 18.19 TO TITLE 18 OF THE
BONNEY LAKE MUNICIPAL CODE, CREATING A HIGH DENSITY
RESIDENTIAL OVERLAY ZONE AND APPLYING IT TO THE RESIDENTIALLY
ZONED PORTION OF THE WSU FOREST.

WHEREAS, the City of Bonney Lake has entered into a Development Agreement pursuant to RCW 36.70B.170 with Washington State University and Weyerhaeuser Real Estate Development Company (“WSU/WY”), the terms of which govern and vest the conditions of development on the WSU Forest property; and

WHEREAS, the Development Agreement states that the City will adopt a new R-3 Overlay zone allowing the inclusion of single family homes within the R-3 zone in a certain area of the city, and apply the Overlay to the residentially-zoned portions of the WSU Forest property; and

WHEREAS, public participation requirements under the Growth Management Act and Bonney Lake Municipal Code have been met and exceeded through multiple public hearings on proposed text changes to the zoning code and the Development Agreement.

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

Section 1. A new Chapter, BLMC 18.19, is hereby added to the Bonney Lake Municipal Code, to read as follows:

**R-3 HIGH DENSITY RESIDENTIAL DISTRICT
OVERLAY**

Sections:

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

18.19.010 General intent.

The R-3 High Density Residential Overlay may be available for application to properties zoned R-3 and located South of SR 410 and East of South Prairie Road, and is intended to provide limited variations from the existing R-3 zoning Code, to allow for a mix of attached and detached residences, duplexes, townhomes, condominiums, or apartments or a

combination thereof, to accommodate appropriate urban densities, and to encourage clustered development in an area of the City that is particularly suitable for innovative residential development techniques. Unless otherwise provided in this Chapter, all regulations governing the R-3 zone shall apply.

18.19.020 Allowed Uses.

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

18.19.030 Setback and bulk regulations.

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

- A. Minimum lot area shall be determined by yard setbacks, parking, landscaping and open space requirements.
- B. Density shall be a minimum of 10 and a maximum of 20 units per net acre for residential uses, exclusive of public rights-of-way. "Net acre" is defined in BLMC 18.04.140.
- C. Minimum lot width: 30 feet for detached single family uses; and 20 feet for all other uses.
- D. Minimum front setback: 10 feet from the right-of-way without a garage, and 15 feet with a garage.
- E. Minimum side yard setback: five feet. Exception: attached dwellings may have zero side yard.
- F. Minimum rear setback is 15 feet; provided, that a separated garage may be built within 10 feet of the rear property line.
- G. Minimum setback to a single-family residential zone: 20 feet. Exception: Buildings taller than 35 feet shall increase the setback by one foot from any single-family residential zone for every one foot of building height increase over 35 feet. For example, a proposed building of 50 feet shall be set back at least 35 feet from any single-family zone (20 feet plus 15 extra feet for the height increase over 35 feet).
- H. Maximum height: 35 feet; provided, that the director(s), with the concurrence of the fire chief of Pierce County Fire Protection District No. 22, may approve buildings up to four stories tall if adequate provision is made for fire protection.
- I. Maximum impervious surface: 80 percent.

18.19.040 Fire safety requirements.

All residences shall be protected by an approved automatic fire sprinkler system or other fire safety measures as deemed necessary by the fire marshal and consistent with fire codes in effect at the time of building permit application.

Section 2. The R-3 Overlay is hereby applied to that portion of the WSU Forest zoned R-3 and the City's zoning map updated to reflect the change.

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

PASSED by the City Council and approved by the Mayor this 22nd day of December, 2009.

Neil Johnson, Mayor

ATTEST:

Harwood Edvalson
City Clerk

APPROVED AS TO FORM:

James Dionne
City Attorney

Passed:

Valid:

Published:

Effective Date:

CITY COUNCIL WORKSHOP

**January 5, 2010
5:30 p.m.**

MINUTES



“Where Dreams Can Soar”

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

Website: www.ci.bonney-lake.wa.us

I. Call to Order:

Mayor Neil Johnson, Jr. called the workshop to order at 5:31 p.m.

II. Roll Call: [A1.3]

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

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

III. Agenda Items:

5:32:27

- A. **Administration of Oath of Office by Judge James Helbling:** Neil Johnson, Mayor; Randy McKibbin, At-Large Councilmember #1; Dan Swatman, Councilmember Ward 1; and Donn Lewis, Councilmember Ward 4.

Mayor Johnson welcomed new and returning Councilmembers. Judge Helbling administered the oath of office to Councilmembers Lewis, McKibbin and Swatman, and to Mayor Johnson.

At 5:36 p.m., the workshop recessed for 15 minutes for a short reception with refreshments, and so photographs could be taken of the 2010 Council and the new Councilmembers. The workshop returned to order at 5:52 p.m.

5:52:54

- B. **AB10-02** – A Motion of the Bonney Lake City Council Electing the Deputy Mayor and Assigning Councilmembers to the Council Standing Committees.

Councilmember Rackley nominated Councilmember Swatman as Deputy Mayor. Councilmember Decker seconded the nomination.

Seeing no other nominations, Mayor Johnson called for the vote.

Motion approved 7 – 0.

Deputy Mayor Swatman then appointed members to the 2010 Council Committees, per the Council’s rules, and Committee members elected their chair:

Community Development Committee: Councilmembers Lewis, McKibbin and Rackley. Committee members elected Councilmember Rackley as the chair.

Public Safety Committee: Councilmembers Carter, Decker and Hamilton. Committee members elected Councilmember Hamilton as the chair.

The Finance Committee includes the chair of each committee and the Deputy Mayor. The Finance Committee members are Deputy Mayor Swatman and Councilmembers Hamilton and Rackley.

5:56:07

C. Council Open Discussion:

WSU Forest: Councilmember Decker said the City should set up a fund for donations toward a YMCA as soon as possible. Councilmember Carter agreed, and said this is a good time to get included in 2011 campaign programs for United Way, federal employers and other organizations. She said the trails need to be cleaned up before they are opened to the public, and suggested that community groups be organized to help with clean up. She suggested other projects, including mapping the trails, posting rules and signs, and coordinating events like cross-country meets, nature classes and walks with schools and community members. She said she wants to ensure the trails are safe for the public and for Police officers to patrol the park once it is open. Councilmember Lewis suggested Beautify Bonney Lake could hold a smaller spring event focusing on cleaning up the WSU forest and trails. Councilmember Rackley said the Park Board should be involved in planning as well.

Mayor Johnson said he recently spoke with YMCA of Pierce and Kitsap Counties CEO Bob Ecklund, and plans to invite him to speak to the Council later in the month. He said he also plans to meet with Pete Lymberis of Quadrant to follow-up on the agreement and next steps. Community Services Director Leaf said he is planning to walk the trails with staff to see what kind of work needs to be done and identify hazard trees or other risks. Mayor Johnson said he also would like to see a needs assessment for parks and recreation around the City and plateau. He said the City needs to figure out what kind of recreational facilities are needed and what options are available. Councilmember Carter noted that Pierce County recently finished a master recreation plan that the City could use to start its evaluation. Councilmember Hamilton said he hopes the City will consider the Moriarty property during its needs assessment. He said he would like to see this property opened to public access soon as well.

Mayor Johnson said the WSU forest would be on the agenda for the upcoming Council retreat.

Public Art: Councilmember Carter said etched glass panels originally created for transit shelters are available for public art uses. She suggested the panels could be used for public art at the Interim Justice Center.

National League of Cities: Councilmember Carter said the NLC has a small cities prescription savings program that provides discounts for prescriptions to residents. She said the City is not currently a member of NLC, but might want to consider future membership and this program specifically.

Water Agreement: Deputy Mayor Swatman asked the CDC to let him know when it has reviewed the proposed agreement with Joe Fesler regarding water service.

WSU Site Medical Center: Deputy Mayor Swatman asked if the proposed medical center on the WSU forest site has moved forward. Community Development Director Vodopich said the City received the preliminary site plan, and storm water plans were just submitted on Wednesday, December 30, 2009. He said he believes they plan to build on the site during 2010. The proposed medical building and parking will be on the southeast side of the WSU property.

Legislative Agenda: Mayor Johnson said he received a letter from Sumner Mayor Dave Enslow regarding their legislative and State agenda, which he would forward to the Council. He said the Council will discuss its own agenda during the Retreat, and share the information with Sumner. Councilmember Rackley said he met with Mayor Enslow over the holidays, and they briefly discussed sewer treatment facility usage.

Valley Fire District: Mayor Johnson said he spoke with Auburn Mayor Pete Lewis regarding reports that the Valley Fire District was planning to annex an area that is currently in East Pierce Fire & Rescue’s (EPFR) service area. Mayor Lewis assured him that Auburn has no plans to annex that far south on Lake Tapps, and that he was not aware of a flyer that was given to area residents about annexing to Valley Fire District. EPFR Deputy Chief John McDonald said the Valley Fire District is a regional fire authority that serves Auburn, Pacific and Algona. He said the district follows the cities’ boundaries and UGAs for the service area, and cannot expand unless a city expands its own city limits or UGA boundaries.

6:24:23

- D. **Review of Council Minutes:** December 15, 2009 Workshop and December 22, 2009 Meeting.

Councilmember Lewis requested the following corrections to the December 22, 2009 minutes: on p. 1, Councilmember Bowen joined the Council in 2006, not 2008; on p. 3, change from “incumbent” to “Councilmember-elect.” The minutes were forwarded, with corrections, to the January 12, 2010 Meeting for approval.

By Council consensus, Item F., 2010 Outlook for East Pierce Fire and Rescue, was changed to Item E. on the agenda.

6:26:02

- E. **Presentation:** 2010 Outlook for East Pierce Fire and Rescue - Deputy Chief John McDonald.

Deputy Chief McDonald offered Councilmembers information on the fire districts plans and issues for 2010. He said like other agencies, the district’s budget has been cut due to decreased revenues. The district is working on a merger with Pierce County Fire District 8, in Edgwood. The issue comes before voters in the February 2010 election. EPFR has also spoken with the City of Milton about fire services, but the City lies on the Pierce/King County line, making funding more complex. The district is working on a strategic leadership plan, and is reviewing all station locations and future needs currently. He said the Washington legislature would likely adopt the 2009 Fire Code soon, which the City will need to review and incorporate later this year.

Councilmembers asked Deputy Chief McDonald about high-density residential units. He said it is difficult for cities to pass more stringent fire codes than the State. He said the residential fire codes are a major concern and EPFR will continue to work closely with the City on these issues.

The Deputy Chief addressed concerns about fire service in the North Lake Tapps area. He said EPFR has concerns that Auburn intends to annex farther south. He said the Valley Fire District told Mayor Johnson they do not intend to move south, but recently built a firehouse on the border of their jurisdiction, which caused some concern for EPFR. He said if Valley Fire annexed this area, EPFR could lose revenues.

Councilmembers asked for an update on Orting's fire service. Deputy Chief McDonald said EPFR loaned Dave Wakefield to serve as Orting Fire's interim chief, and they have now hired an Interim Chief, Paul Webb. He said Orting will vote on whether to annex into EPFR soon. Orting is bordered by EPFR's service area on three sides.

City Administrator Morrison said he has spoken with EPFR's Chief Jerry Thorsen about areas that may annex into the City in the future. He said these areas on the plateau are already in EPFR's service area. He said the City would likely approach the fire district with an interlocal agreement as annexation discussions progress.

Mayor Johnson thanked Deputy Chief McDonald for his time and information.

6:52:46

F. **Discussion:** AB10-16 – Approving the Planning Commission Workplan for 2010.

Director Vodopich said this outline workplan offers potential issues for 2010 through 2012. He asked Councilmembers for their input on these and other issues they would like the Planning Commission to focus on in the coming months.

Deputy Mayor Swatman said the Shoreline Master Plan (SMP) has criteria about what types of lakes and streams qualify. He said only Lake Tapps qualifies under the SMP, and he is more concerned with Lake Bonney and area streams than Lake Tapps. Director Vodopich said the City is required to have an updated SMP by State mandate, and the City has received grant funding for the project.

Deputy Mayor Swatman asked for more information on the recommendation from WCIA to change language on tree retention in the City's code. He expressed concern that the Council was not aware of the WCIA audit or its findings. City Administrator Morrison explained that the City's insurance agent, WCIA, reviews a specific business area each year for a survey and audit. In 2009, they sent a survey about land use, and the City submitted a questionnaire and policies for review. WCIA made recommendations for changes to the City's policies that would reduce the city's risk. He said the recommendations are not mandatory. In the case of tree retention, WCIA recommends the City clarify its language and set up criteria for specific retention requirements. Mayor Johnson said the Council has not been directly involved with the WCIA audits in the past, but this information could be provided via the Finance Committee in the future, if the Council is interested. The survey usually occurs in October.

Mayor Johnson said the Planning Commission has two vacancies and he is still accepting applications. He said the proposed workplan is a framework and can be revised at any time. He suggested the workplan be tabled to a future workshop after the new Commissioners are appointed and after the Council Retreat.

7:18:55

G. **Discussion:** Council Retreat and Town Hall Meeting Dates.

City Administrator Morrison asked Councilmembers to consider when and where to hold their yearly retreat and a Town Hall meeting for citizens. Councilmembers scheduled a Town Hall Meeting on Saturday, January 30, 2010 at the Senior Center. Mayor Johnson suggested another Town Hall could be held later in 2010, in conjunction with an open house for the new Interim Justice Center.

The Council Retreat was scheduled for Saturday, February 27, 2010 at the Washington National Golf Club in Auburn. He said the cost is about \$1,000 for facility use and three meals for all councilmembers, staff and their spouses. He said in the past, dinner costs have run about \$600-700 so this is a good price for the full day and meals. He added that the cost would be reduced if spouses did not attend.

IV. **Executive Session:** None.

7:52:26

V. **Adjournment:**

At 7:52 p.m., Councilmember Rackley moved to adjourn the workshop. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items submitted to the Council Workshop of January 5, 2010:

- City of Bonney Lake – *Council Retreat Agenda – Initial Discussion Draft* – Don Morrison.
- City of Bonney Lake – *Suggested 2010 Open Houses* – Don Morrison.

CITY COUNCIL MEETING

**January 12, 2010
7:00 P.M.**

MINUTES



“Where Dreams Can Soar”

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

Website: www.ci.bonney-lake.wa.us

Audio Time
Stamp ↓

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:01 p.m.

A. Flag Salute – Mayor Johnson led the audience in the Pledge of Allegiance.

B. Roll Call:

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

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

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:

- a. **AB10-26** – A Motion of the Bonney Lake City Council Appointing a Representative and Alternate Representative to the Pierce County Regional Council.

Deputy Mayor Swatman nominated Councilmember Rackley as the representative and Councilmember Hamilton as the alternate representative to the Pierce County Regional Council.

Motion approved 7 – 0.

3. Presentations: None.

D. Agenda Modifications: None.

7:03:06

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

Lora Butterfield, Chamber of Commerce President, gave the Council an update on the Chamber of Commerce’s activities and plans for 2010. A new Goodwill store and

a restaurant, Zato Grill, recently opened in Bonney Lake. The South Sound Legislative Coalition, including 9 area Chambers, met on January 8, 2010. The Chamber moved its Tuesday networking meetings to Zato Grill, and Chamber luncheons will be held at the Swiss Hall. Special Events Coordinator David Wells will attend the next luncheon to present information on upcoming City events and sponsorship opportunities. The Chamber will be unveiling a new website at www.bonneylakechamber.com soon. The new page will include new features including specials at area businesses, job postings, events, business listings, YouTube video feeds, news feeds and calendars. The existing website, www.bonneylake.com, will be redesigned later this year; this page will focus on resources for people who want to visit or relocate to Bonney Lake. It will also provide local community organizations with a space to create their own web pages. Ms. Butterfield said the Chamber is currently accepting nominations for its annual 'Citizen of the Year' awards banquet. She thanked Councilmember Carter for suggesting she come to talk with the Council, and said she hopes to regularly attend Council meetings and give updates.

- C. Correspondence: None.

7:09:25

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and welcomed its new member, Councilmember Hamilton. The committee discussed Resolution 2005 (AFSCME contract), Resolution 2008 (joint recreation program), Resolution 2004 (emergency management interlocal agreement), and Resolution 2000 (conservation management grant application), which are planned for the current or upcoming agendas. The committee also discussed a grant for AEDs in City buildings, utility billing services, minutes, false alarm fees, and coordination of Council Committees.
- B. Community Development Committee: Councilmember Rackley said the committee met on January 4, 2010 and moved Resolutions 1993, 1994, 1995, 1998, and 1999 to the current agenda, and recommended passage of all these items.
- C. Public Safety Committee: Councilmember Hamilton said the committee met on January 11, 2010 and heard from East Pierce Fire & Rescue Assistant Chief McDonald about NIMS training and fire ordinances related to night clubs. The committee also discussed 2010 goals and will continue working on the Metro Animal Services contract and boat noise issues. The committee will also review a request to expand tow truck service from a business located in Pacific, Washington.
- D. Other Reports:
- Annexation: Deputy Mayor Swatman said he met with the Autumn Crest Homeowner's Association to discuss the possibility of annexing into the City. He said residents seemed receptive to the idea.

Pam Roach Town Hall: Councilmember Carter said Pam Roach held a town hall meeting at the Bonney Lake Senior Center on January 9, 2010. She and Councilmembers Lewis, Rackley and Swatman attended, but did not sit together.

Community Leaders Coffee: Councilmember Carter said the next event is on January 27, 2010 and people should RSVP by January 22 if they plan to attend.

Community Pancake Breakfast & Town Hall: Councilmember Carter said the Council has scheduled a Town Hall meeting and Pancake Breakfast on Saturday, January 30, 2010 from 8:30 a.m. to 10:30 a.m. She encouraged citizens to attend.

Zato Grill Opening: Mayor Johnson attended the opening of the new restaurant, as did County Councilmember Shawn Bunney and State Representative Pam Roach. He said he also learned that Design Commissioner Raymond Bunk plans to run for a State Representative position.

Frank Miller Celebration of Life: Mayor Johnson said Frank Miller, who worked as a cook in the Senior Center for many years, passed away on January 9, 2010. At Mr. Miller's request, a 'celebration of life' will be held instead of a funeral. The event will be held later in the month at the Senior Center. He said Frank was a wonderful person with a ready smile, and will be greatly missed by the community.

7:20:18

IV. CONSENT AGENDA:

- A. **Approval of Corrected Minutes:** December 15, 2009 Workshop and December 22, 2009 Meeting.
- B. **Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #57569 thru 57606 (including wire #'s 121709 & 28128495) in the amount of \$2,535,963.43; Accounts Payable checks/vouchers #57607 thru 57659 (including wire # 142010) in the amount of \$1,091,236.60; Accounts Payable checks/vouchers #57660 thru 57665 for Utility Refunds in the amount of \$332.15.
- C. **Approval of Payroll:** Payroll for December 1- 15 2009 for checks 28670-28690 including Direct Deposits and Electronic Transfers in the amount of \$ 379,633.74. Payroll for December 16- 31 2009 for checks 28691-28720 including Direct Deposits and Electronic Transfers in the amount of \$ 589,140.78.
- D. ~~**AB10-03 – Resolution 1993** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with RH 2 for the Design of Leaky Water Main Replacement – Phase 2C. Moved to Community Development Issues, Item B.~~
- E. **AB10-04 – Resolution 1994** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Intolight Contract to Install 15 Street Lights in the SR 410 Medians in Easttown between 214th Avenue East and 234th Avenue East.
- F. **AB10-05 – Resolution 1995** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign the Puget Sound Energy, Inc. Easement on Parcel #920000-007-0 to Serve the Greenwood Apartments.
- G. **AB10-08 – Resolution 1998** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign the SR

410 City Median Maintenance Agreement GM-1539 from the State of Washington Department of Transportation.

- H. ~~**AB10-09 – Resolution 1999**~~ – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign the SR 410, 214th Ave. E. to 234th Ave. E. Stormwater Mitigation Properties Agreement GCA 6371 from the State of Washington Department of Transportation. *Moved to Community Development Issues, Item A.*
- I. **AB10-22** – A Motion of the Bonney Lake City Council Voting for Mark Hamilton as the At-large Position #2 Representative to the Zoo/Trek Authority Board.
- J. **AB10-24 – Resolution 2006** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign an Interlocal Agreement with the City of Buckley for Planning Services.

Consent Agenda approved 7 – 0.

7:22:07

V. FINANCE COMMITTEE ISSUES:

- A. **AB10-23 – Resolution 2005** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Approving and Authorizing the Mayor to Sign a New Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, Local No. 120, for the Years 2010-2012.

Deputy Mayor Swatman moved to approve Resolution 2005. Councilmember Carter seconded the motion.

Human Resources Officer Jenna Young said negotiations have been underway since October 2009 to reach this tentative agreement. She said one of the bigger changes is that the Union has agreed to change its medical benefits plan now, rather than waiting until 2012 when the City will be forced to switch to a new medical plan. She said changing plans now represents a cost savings to the City. The wage scales have also been adjusted to bring salaries in line with the market value, as was done for non-represented employees in 2009. She said thirteen employees currently earn less than the minimum. The agreement proposes bringing these salaries up to the minimum on the new scales in four installments during 2010 and 2011, similarly with how the non-represented employees' salaries were revised. Beyond this adjustment, there are no salary increases for union employees in 2010, except for employees who qualify for 3% step increases this year.

Deputy Mayor Swatman noted that in general, employees receive the 3% step increase, which was based on performance and length of employment. Ms. Young said she has worked hard with supervisors on regular employee evaluations so issues are addressed before it is time to consider giving a step increase. Mayor Johnson congratulated Ms. Young on increasing the rate of completed employee evaluations from supervisors to 97% recently. City Administrator Morrison said in the AFSCME agreements, step increases are based on longevity, not performance. Mayor Johnson thanked Jenna for her hard work and success in serving as the lead negotiator for the City in this process.

Motion approved 7 – 0.

- B. **AB10-27 – Resolution 2008** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing an Interlocal-Agreement Between the Sumner School District and the Cities of Bonney Lake and Sumner to Operate a Joint Recreation Program.

**Councilmember Rackley made a motion to approve Resolution 2008.
Councilmember Lewis seconded the motion.**

Councilmember Rackley noted that this continuing agreement has been in place for many years. Mayor Johnson said the joint program provides valuable services to Bonney Lake residents and others in the area. He said that even with budget cutbacks last year, the program was able to provide many great programs and events.

Motion approved 7 – 0.

7:29:50

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- A. **AB10-09 – Resolution 1999** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign the SR 410, 214th Ave. E. to 234th Ave. E. Stormwater Mitigation Properties Agreement GCA-6371 from the State of Washington Department of Transportation. (Moved from Consent Agenda, Item H.)

Councilmember Rackley moved to approve Resolution 1999. Deputy Mayor Swatman seconded the motion.

Mayor Johnson invited those who had signed up to speak to come forward.

Mary Miller, 23015 Hwy 410 E, Bonney Lake, lives in Easttown and said she needs assurances from the City that she will be granted an easement for sewer service on her property. She said her property will not abut the sewer or frontage road, and she will not be able to access the sewer line unless one of her neighbors gives her access. She asked the City to provide her an easement so she is not held back from developing or selling the property later.

City Engineer Woodcock said the City’s intent is to give all property owners an easement to hook into the sewer system. He explained that the sewer line will be installed first, then inspected and, if accepted, transferred to the City. Therefore, the City will not own the property for some time. He said the City could also try to work with the Department of Transportation during the process to work out agreements earlier. Councilmember Hamilton pointed out that this specific resolution does not address Ms. Miller’s concerns. He said even if the City takes over the storm water ponds, different agreements would need to be in place related to a sewer easement.

Marian Betzer, 19812 82nd St Ct E, Bonney Lake, spoke about her concerns that these ponds will negatively affect the headwaters of Fennel Creek. She said the ponds will have a cumulative affect over the years. She said the current ponds are

already completely full with the recent rainy days, and cannot handle more water. She said the City will also incur the cost of maintaining the ponds, which will increase over time as well. She invited Councilmembers to visit the site and see where the water comes in and leaves the area, and how these pond will affect the area.

Ms. Betzer responded to Councilmembers questions about the area. She said fill was placed on the French property in 2007, but the tributary waters are still underground and water continues to flow in. She said she is not opposed to commercial development but wants to the City to perform balanced, responsible assessments.

City Engineer Woodcock said the Department of Transportation designed the ponds to Department of Ecology standards, which are the most stringent requirements. He said they design these ponds to match the flow ingress and egress before and after construction, not to change how much water comes in or out overall. The ponds are designed to handle the increased runoff from SR 410 after the highway is expanded. He confirmed that environmental studies were completed to ensure Fennel Creek would not be endangered by the project. He said if the new ponds work as designed, they should actually improve the water quality in the creek and reduce pollutants.

Mayor Johnson said once the City takes on maintenance of the ponds, staff will have more control and oversight. Mr. Woodcock added that NPDES Phase II requires cities to monitor water discharged from storm ponds, so the City will be able to evaluate how the ponds are affecting the creek. He said this is an unfunded mandate, however, and funds still need to be identified for this task. Councilmember Rackley noted that the area Ms. Betzer refers to has flooded in the past, before and after the current ponds were installed. He said the DOT project is already designed and out for bids, and the City cannot stop construction at this stage. He said the ponds should not make water issues worse, but improve or at least keep the flows the same.

Charlotte Kontos, 22305 96th St E, Buckley, provided the City Clerk with a list of questions and a photograph of the culvert along her property. She said the pond near her property has no capacity left and she is concerned it will erode away her driveway. She said she is willing to transfer part of her property to the City if she can get access on a neighbor's property. Mr. Woodcock reiterated that the ponds are designed to keep the flows in and out about the same as they were before construction. He showed Councilmembers the locations of the three ponds on a map. He pointed out that the pond Ms. Kontos refers to is currently on County land.

Mayor Johnson reminded the Council that the proposed resolution is for the City to maintain the ponds, only.

Motion approved 7 – 0.

- B. **AB10-03 – Resolution 1993** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with RH-2 for the Design of Leaky Water Main Replacement - Phase 2C (Moved from Consent Agenda, Item D.).

Councilmember Rackley moved to approve Resolution 1993. Councilmember Hamilton seconded the motion.

Deputy Mayor Swatman expressed concern that the CDC committee forwarded this item without reviewing any data showing that continued repairs are necessary. He said at this point the City's water loss is flat and wants to ensure that spending funds for additional leak repairs is justified.

City Engineer Woodcock said that specific leaky mains were added to the project list based on leak detection services and maintenance reports from City crews, who have to repair lines when major leaks or breaks occur. He said most of the City's pipes are over 50 years old and will need to be replaced in coming years. He added that the pipes are under high pressure and water sometimes leaks directly into the ground and is wasted.

Mr. Woodcock noted that early leaky main repair phases cost more since the price of steel was high, but recent projects have been coming in far under budget and the City may be able to get more work done with its funds. City Administrator Morrison said this phase of the leaky main project may be one of the last, since the City has done a lot to reduce water loss in recent years. Councilmember Rackley said that according to Assistant Public Works Director Charlie Simpson, the difference between the amount of water billed vs. pumped is still off by about 2 million gallons. He said the water is being lost through leaks, faulty equipment or bad readings. He said the CDC committee will discuss options to improve water meters and measurements in the future. Deputy Mayor Swatman said he supports the leaky mains project in general, but wants to be sure the committee carefully studies all projects and reviews current data. He said replacing old pipes also helps resolve water pressure issues, since the City can install larger-sized pipes when it replaces old lines.

Motion approved 7 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

8:16:58

VIII. FULL COUNCIL ISSUES:

- A. AB10-16** – A Motion of the Bonney Lake City Council Approving a Planning Commission Annual Work Plan for 2010.

Councilmember Decker moved to approve motion AB10-16. Councilmember Lewis seconded the motion.

Councilmembers Rackley and Hamilton said they felt a Historical Element should be included with the Comprehensive Plan, and the work plan should include this topic. Deputy Mayor Swatman said he included the motion on the agenda because the Planning Commission expressed confusion about what they should be working on in early 2010. The Council will discuss planning issues at its Retreat in February, and new Planning Commissioners need to be brought on board as well. He said that after

that, the Council can discuss the work plan at a workshop and make changes as needed. The Council can also revise the plan at any time during the year.

Motion approved 7 – 0.

8:21:33 **IX. EXECUTIVE SESSION:**

Pursuant to 42.30.110 (1)(b), the Council recessed to an executive session with the City Attorney at 8:31 p.m. to discuss property acquisition for fifteen minutes. The Council returned to Chambers at 8:49 p.m. No action was taken.

8:49:48 **X. ADJOURNMENT:**

At 8:49 p.m. Councilmember Rackley moved to adjourn the meeting. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items submitted to the Council Meeting of January 12, 2010:

- Bonney Lake Citizen – *Letter re: “Please answer these questions for me”* – Charlotte Kontos.
- Bonney Lake Citizen – *Photograph of Culvert* – Charlotte Kontos.
- Bonney Lake Citizen – *Letter re: “Eastown Stormwater Management”* – Marian Betzer.

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

<u>Department / Staff Contact:</u> Exec / Don Morrison	<u>Workshop / Meeting Date:</u> 26 Jan 2010	<u>Agenda Bill Number:</u> AB10-17
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2004	<u>Councilmember Sponsor:</u>

Agenda Subject: Renewal of Emergency Management Contract with Pierce County

Proposed Motion: A resolution of the City Council authorizing the Mayor to sign an amendment and extension to the emergency management services agreement with Pierce County.

Administrative Recommendation: Approve

Background Summary: The City is part of the county-wide emergency management system. The cost for 2010 is \$12,045 (\$0.75 per capita). The rates have not increased in several years. For this service fee we are eligible for the EMS and NIMS training put on by the County, access to the County's emergency management resources, and other resources/service as outlined on the attached work plan.

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$12,045	\$12,045		
Budget Explanation: The cost for 2010 is \$12,045 (\$0.75 per capita). This is budgeted in the General Fund Nondepartmental account.			

<u>COMMITTEE/BOARD REVIEW:</u>
Subcommittee Review Date: Finance Committee - 12 Jan 2010
Commission/Board Review Date: -
Hearing Examiner Date:

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

Signatures:

Director Authorization	Mayor	Date City Attorney Reviewed
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Pierce County

Department of Emergency Management

STEVEN C. BAILEY
Director

Emergency Management Division
Operations, Plans, HLS
2501 South 35th Street, *Suite D*
Tacoma, Washington 98409-7405
(253) 798-6595 • FAX (253) 798-3307

KEN L. PARRISH
Program Manager

December 16, 2009

City of Bonney Lake
Mr. Don Morrison
City Administrator
City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98390-0944

Dear Mr. Morrison,

Enclosed are three sets of the renewal amendment between the City of Bonney Lake and Pierce County Department of Emergency Management. This amendment covers Pierce County Emergency Management services for the City of Bonney Lake for the renewal period of 2010 through 2014.

The renewal maintains the level of Emergency Management services with the addition of Pierce County's Portal available to the City of Bonney Lake.

Please have all appropriate city officials sign. Please keep one set for your temporary records and return two (2) signed sets at the above address to Pierce County DEM Accountant, Ellie Robertson for the County signatures. One original set will be returned to you upon completion of all signatures.

A copy of the original agreement is included for your convenience. Please feel free to contact me or Ellie (253) 798-3613 for any concerns at all.

Sincerely yours,

Ken Parrish
Operations Program Manger
Pierce County Dept of Emergency Management
(253) 798-6595
kparris@co.pierce.wa.us

KP:er

Encl

EMERGENCY MANAGEMENT - EMERGENCY MEDICAL SERVICES - FIRE PREVENTION - E9-1-1 - RADIO COMMUNICATIONS



Printed on recycled paper

RESOLUTION NO. 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT AND EXTENSION TO THE AGREEMENT WITH PIERCE COUNTY FOR EMERGENCY MANAGEMENT SERVICES.

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

PASSED by the City Council this 26th day of January, 2010.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

RENEWAL
AGREEMENT FOR EMERGENCY MANAGEMENT

THE AGREEMENT signed for the years 2005 through 2009 by Pierce County and the City of Bonney Lake is hereby amended to change paragraph number 2. Duration for a renewal of 2010 through 2014, and will include a new Attachment A. The new Attachment A includes the City's access to Pierce County's Portal.

This Agreement continues in its entirety, except substituting the following paragraph and the newly revised Attachment A:

2. Duration. This Agreement is renewed for a term commencing on the 1st day of January, 2010 and terminating at midnight on the 31st day of December, 2014, unless this agreement is sooner extended or terminated in accordance with the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.
Date this ____ day of _____, _____.

PIERCE COUNTY
Attest:

CITY OF BONNEY LAKE
Approved:

By _____ Date _____
Prosecuting Attorney
(as to form only)

By _____ Date _____
Neil Johnson
City of Bonney Lake, Mayor
Attest:

By _____ Date _____
Budget and Finance

By _____ Date _____
City Clerk

Approved:

By _____ Date _____
Steven C. Bailey
Director

By _____ Date _____

ATTACHMENT "A"

City of BONNEY LAKE

2010 – 2014 Annual Emergency Management Work Plan

1. Provide full 24 hour a day Duty Office coverage for Emergency Management issues.
2. Activate and manage the County Emergency Operations Center (EOC) in support of an EOC activation, or the declaration of an emergency in either City, or in support of any emergency incident that requires multi-agency response coordination.
3. Provide warning and emergency public information during disasters as resources allow.
4. Provide communication and general administrative assistance in the event of declared disaster to the extent of the County's knowledge. The County shall remain harmless of the results from City's application of federal funding.
5. Provide availability of County's emergency resources not required for County use elsewhere during emergencies. Use shall be determined and prioritized by the County. The County shall remain harmless in the event of non-availability or non-performance of the equipment. Equipment to include but not limited to the sandbag machine.
6. Provide annual hazard exercise.
7. Provide (5) public education presentations on emergency preparedness issues.
8. Provide training for City's EOC staff as appropriate.
9. Provide education program for officials as necessary.
10. Ensure completion or review of city's emergency operational plan.
11. Provide access to the County's Portal, restricted to City's Law Enforcement and Emergency Response staff only. The Portal is not to be used for general City type use.

Note: Optional services that may be requested for additional compensation by the City and provided by the County may include but not be limited to the Natural Hazard Mitigation Plan of Disaster Mitigation Act of 2000 (DMA2K) and the Pierce County Neighborhood Emergency Team (PC NET) Program.

AGREEMENT FOR EMERGENCY MANAGEMENT

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the City of Bonney Lake, a municipal corporation of the State of Washington, (hereinafter referred to as "City")

WHEREAS, County has established an Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County and City share and coordinate services in the event of an emergency situation; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the common defense and protect the public peace, health, and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either man-made or from natural causes.
2. Duration. The duration of this agreement shall be that period commencing on the 1st day of January 2005 and terminating at midnight on the 31st day of December 2009, unless this agreement is sooner extended or terminated in accordance with the terms hereof.
3. Definitions. As used in this agreement, the following definitions will apply.
 - A. "Emergency Management" or "Comprehensive Emergency Management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergency and disasters, and aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property in distress.
 - B. "Emergency or Disaster" shall mean an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.
4. Services. County shall provide emergency management services as outlined in Chapter 38.52 RCW in accordance with the provisions of said chapter and as defined herein during the term of this agreement. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW and Attachment "A" to this document.

5. Compensation. City shall pay County upon execution of this agreement the sum of \$0.73 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Payment is due and payable on January 31, 2005, and on the same schedule for subsequent years of the contract. Annual increases for subsequent years shall be based upon the growth in the previous year January to December Consumer Price Index for Seattle urban area as available, and based upon population growth of preceding year according to state Office of Financial Management as available, and/or based upon modifications in the annual work plan as agreed upon by the parties. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW, and Attachment "A" Emergency Management Work Plan. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW. The County's unilateral decision to change its Emergency Management Plan to increase the services provided by the County to the City under this interlocal agreement shall not result in an increase in the annual payment made by the City to the County as described in this Section, unless the same is incorporated into an amendment to this Agreement, and executed by the authorized representatives of both parties.

6. Termination. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County : Pierce County
Department of Emergency Management
Director
2501 S 35th St , *Suite D*
Tacoma, WA 98409-7405

If to City of Bonney Lake : City of Bonney Lake
Office of the Mayor
PO Box 7380
Bonney Lake, WA 98390

7. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

8. Hold Harmless and Indemnification. Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions, each party shall defend, indemnify and hold harmless the other from liability or any claim, demand or suit arising because of said parties negligence. Each party shall promptly notify the other of any such claim.

9. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of

any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

10. Privileges and Immunities. Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in RCW 38.52.070/080, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in chapter 38.52 RCW,

11. Waiver. Failure by either party at any time to require performance by the other party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim a breach with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.
Date this _____ day of _____, _____.

PIERCE COUNTY

Attest:

By [Signature] Date 12/21/04
Prosecuting Attorney
(as to form only)

By [Signature] Date 12/28/04
Budget and Finance

Approved:

By [Signature] Date 12/30/04
Steven C. Bailey
Director

CITY OF BONNEY LAKE

Approved:

By [Signature] Date 11/09/04
Bob Young
City of Bonney Lake, Mayor

Attest:

By [Signature] Date 11/10/04
City Clerk

By _____ Date _____

Senior Center	
Item	Cost
FRx \$1231.75	\$ 1,231.75
Carrying Case \$81.25	\$ 81.25
Wall Mount \$57.85	\$ 57.85
Spare Pads \$31.85	\$ 31.85
Spare Battery \$81.25	\$ 81.25
Fast Response Kit \$26.65	\$ 26.65
SubTotal	\$ 1,510.60
Sales Tax @ 9.3%	\$ 140.49
Total	\$ 1,651.09
Senior Center Shuttle	
Item	Cost
FRx \$1231.75	\$ 1,231.75
Pelican Case \$130	\$ 130.00
Spare Pads \$31.85	\$ 31.85
Spare Battery \$81.25	\$ 81.25
Fast Response Kit \$26.65	\$ 26.65
SubTotal	\$ 1,501.50
Sales Tax @ 9.3%	\$ 139.64
Total	\$ 1,641.14
GRAND TOTAL	\$ 3,292.23

RESOLUTION NO. 2001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH BILLING DOCUMENT SPECIALISTS FOR UTILITY BILLING AND LOCK BOX SERVICES.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is to negotiate and execute a contract with Billing Document Specialists for utility billing and lock box services.

PASSED by the City Council this 26th day of January, 2010

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Meeting Date(s): 26 January 2010

Tabled To Date:

Signatures:

Director Authorization

Mayor

Date City Attorney Reviewed

**2010 LAKE TAPPS AREA WATER RESOURCES AGREEMENT
AMONG THE CITIES OF AUBURN, BONNEY LAKE, BUCKLEY AND SUMNER,
AND CASCADE WATER ALLIANCE**

THIS LAKE TAPPS AREA WATER RESOURCES AGREEMENT (“Agreement”) made and entered into on the _____ day of _____, 2010, by and among the CITY OF AUBURN, (“Auburn”), the CITY OF BONNEY LAKE, (“Bonney Lake”) the CITY OF BUCKLEY, (“Buckley”) the CITY OF SUMNER, (“Sumner”) (all municipal corporations of the State of Washington, collectively, the “Four Cities”) and the CASCADE WATER ALLIANCE, a Washington non-profit corporation (“Cascade”). The Four Cities and Cascade together are sometimes collectively referred to as the “Parties.”

RECITALS – Reserved if necessary

DEFINITIONS:

“**Water Right**” shall mean the water right applications submitted to the Department of Ecology (“Ecology”) S2-29920, R2-29935, and S2-29934 in their current form or as may be modified and as approved by Ecology .

“**Cascade’s Tacoma Wholesale Agreement**” mean *the Agreement For The Sale of Wholesale Water Between The City of Tacoma, Department of Public Utilities, Water Division and Cascade Water Alliance*, dated October 13, 2005. The terms “**Capacity Reservation Fee**,” “**Peaking Factor**,” and “**System Development Charges**” are used in this Agreement as defined in Cascade’s Tacoma Wholesale Agreement.

“**City**” means one of the Four Cities individually.

“**Other Agreements**” means the *Agreement Regarding Reservoir Management Between PSE and the Lake Tapps Community*, dated March 31, 2004; *the White River Management Agreement Between the Puyallup Tribe of Indians, the Muckleshoot Indian Tribe, and Cascade Water Alliance*, dated August 6, 2008; *the Lake Tapps Water Rights Settlement Agreement*, dated August 6, 2008; *the Natural Resources Enhancement Agreement with the Puyallup Tribe of Indians*, dated August 6, 2008; and *the 2009 Agreement Regarding Lake Tapps between Cascade Water Alliance and the Lake Tapps Community*, dated May 13, 2009.

TERMS OF AGREEMENT

In consideration of their mutual covenants, conditions and promises, **THE PARTIES HERETO AGREE** as follows:

EFFECTIVE DATE AND TERM: This Agreement shall take effect when executed by the Parties and shall remain in full force and effect for fifty (50) years, unless terminated (in whole or in part) earlier in accordance with Sections 4 and 10. Provided, that any actions taken to enforce this Agreement before it expires, any conditions contained in permits issued pursuant to or implementing the terms of this Agreement, and any contracts to purchase water shall survive this Agreement. The Term of this Agreement may be extended by written agreement of the Parties.

CASCADE'S RESPONSIBILITIES:

- 1. Lake Tapps Municipal Advisory Group.** Cascade agrees to the establishment of the Lake Tapps Municipal Advisory Group as follows:
 - a.** The Lake Tapps Municipal Advisory Group shall consist of the elected Mayors of each of the Four Cities and three (3) members of the Cascade Board of Directors (the Cascade Board). If any of the Four Cities becomes a Member of Cascade, the Mayor of that City will not be considered a member of the Lake Tapps Municipal Advisory Group unless appointed as a representative of the Cascade Board.
 - b.** The Lake Tapps Municipal Advisory Group will be a non-voting entity with the purpose of: (1) advising the Four Cities of proposed or pending Cascade decisions or actions related to the management of Lake Tapps that may affect the Four Cities; (2) advising Cascade of any issue that the Four Cities may have related to Cascade's management of Lake Tapps; (3) seeking cooperative resolution of any issues raised by Cascade or the Four Cities; and (4) any other matters related to the implementation of provisions of this Agreement.
 - c.** The Lake Tapps Municipal Advisory Group will meet at least twice annually, with such meetings to be generally held in early/mid October and early/mid April, or as otherwise agreed by the members. Meetings may include staff of Cascade and the Four Cities as determined by the group. At the regular meeting of the Cascade Board immediately following a meeting of the Lake Tapps Municipal Advisory Group, a representative of the group will report on the issues discussed and present any recommendations for cooperative resolution of any issues discussed.

2. **Remedies for Negative Impact on Water Supply.** In accordance with the terms of this Agreement, if Cascade’s Lake Tapps water supply operations result in a negative impact to the water supplies of one of the Four Cities that is not a Cascade member, the City claiming a negative impact must notify Cascade of their claim and give Cascade at least sixty days to resolve the claimed impact. If Cascade fails to resolve the claimed negative impact or disputes that the negative impact exists, the City claiming the negative impact may pursue existing legal remedies in accordance with state and federal law. If a court determines that a negative impact has occurred, Cascade shall implement a remedy acceptable to the claiming City or, if the affected City or Cities and Cascade can not agree on a remedy, the court shall establish the terms for the remedy.
3. **Water Supply Assistance.** Cascade agrees to assist the Four Cities in their efforts to meet their respective projected 50-year water needs by implementing one or more of the following measures:
 - a. **Tacoma Wholesale Water.** Through December 31, 2026, Cascade shall make available the following water supply that may be purchased by the Four Cities either individually or jointly: up to six (6) million gallons per day (MGD) under section 6.2 of Cascade’s Tacoma Wholesale Agreement (hereinafter referred to as “Cascade’s Guaranteed Reserve Capacity”) and up to four (4) MGD under section 6.1 of Cascade’s Tacoma Wholesale Agreement (hereinafter referred to as “Cascade’s Permanent Capacity”) under the following conditions:
 - 1) For water supply from Cascade’s Guaranteed Reserve Capacity to be available throughout the year, the City agrees to pay to Cascade an amount equal to the Capacity Reservation Fee (CRF) paid to Tacoma multiplied by the amount to be purchased in MGD (\$1,570,074.00 per MGD). It is understood that this Guaranteed Reserve Capacity water includes a peaking factor of 1.33 for the months of June through September and the City agrees to pay this fee.
 - 2) For water supply from Cascade’s Guaranteed Reserve Capacity to be available only during the peak season (June through September), the City agrees to pay to Cascade an amount equal to a pro-rated portion of the Capacity Reservation Fee paid to Tacoma multiplied by the amount to be purchased in MGD (1/3 of the CRF or \$523,358.00 per MGD). It is understood that this Guaranteed Reserve Capacity water includes a peaking factor of 1.33 for the months of June through September and the City agrees to pay this fee.
 - 3) For water supply from Cascade’s Permanent Capacity to be available either during peak period only or throughout the year, the City agrees to pay to Cascade

an amount equal to the System Development Charge (SDC) paid by Cascade to Tacoma multiplied by the amount to be purchased in MGD (\$4,121,000 per MGD) prorated by the number of months the water will be used each year. (For example, if a City purchases 1 MGD only from June through September, it would pay 1/3 of the SDC, or \$1,373,667 per MGD.) It is understood that this Permanent Capacity water includes a peaking factor of 1.33 for the months of June through September and the City agrees to pay this fee.

- 4) Each City that purchases water under this Section 3 of this Agreement will designate a delivery point and either pay Tacoma directly or reimburse Cascade for costs incurred to install necessary service taps, meters or vaults. Any infrastructure beyond the designated delivery point that may be required to deliver the purchased water to retail customers will be solely the responsibility of the City.
 - 5) Each City that purchases water under this Section 3 of this Agreement will provide Cascade with the necessary delivery scheduling information required under Cascade's Tacoma Wholesale Agreement, and will reimburse Cascade for all wholesale charges from Tacoma associated with deliveries at the City's delivery point, in accordance with the provisions of Section 9.1 of Cascade's Tacoma Wholesale Agreement, except for Cascade's obligation to pay the Minimum Monthly Bill.
 - 6) At any time prior to December 31, 2026, any of the Four Cities that have entered into wholesale water purchase agreements with Cascade under this Section 3 of this Agreement may ask Cascade to request that Tacoma make permanent the amount of water being purchased from Cascade under this Section 3 in accordance with section 15.1 of Cascade's Tacoma Wholesale Agreement. If approved by Tacoma, the requesting City agrees to pay to Cascade any amounts due from Cascade to Tacoma pursuant to section 15.1.2 of Cascade's Tacoma Wholesale Agreement for the duration of Cascade's obligation to Tacoma.
 - 7) Cascade shall not terminate, relinquish or amend Cascade's Tacoma Wholesale Agreement in any way that adversely impacts the Four Cities' ability to purchase water as set forth in this Agreement without the prior express written consent of the Four Cities.
- b. Regional Reserved Water.** Through December 31, 2030, Cascade will provide Lake Tapps Region Reserved Water ("Regional Reserved Water") to assist the Four Cities to secure or apply for alternative water supplies or water rights under the following

conditions:

- 1) Cascade will include Regional Reserved Water, consistent with this Agreement, in its State Environmental Policy Act (SEPA) Draft Environmental Impact Statement (DEIS) regarding the Lake Tapps Water Rights and Supply Project.
- 2) Subject to the SEPA DEIS process, Cascade will request approval by Ecology of the Lake Tapps municipal water right application as follows:
 - (a) Regional Reserved Water in an amount of seven (7) cubic feet per second (cfs) annual average (Qa) and ten (10) cfs maximum instantaneous (Qi) would be reserved for the use by any or all of the Four Cities to mitigate impacts on the White River of new water rights or changes to existing water rights.
 - (b) Regional Reserved Water would not be diverted into Lake Tapps, but instead be allowed to flow down the White River for potential use by any of the Four Cities.
- 3) If such Regional Reserved Water is approved by the Department of Ecology as provide in this Agreement, use of such Regional Reserved Water may be included as part of a water right application submitted individually by any of the Four Cities. Ecology approval of water rights utilizing Regional Reserved Water must be secured by the City on or before December 31, 2030. Beneficial use of such Regional Reserved Water will take place consistent with approved development schedules included in those water right approvals. Any Regional Reserved Water not authorized for use in a water right approved by December 31, 2030, shall revert to Cascade.
- 4) Cascade shall have no other obligation or involvement in any water right applications submitted by the Four Cities utilizing the Regional Reserved Water. Any concerns Cascade may have regarding a City's application shall be raised pursuant to the dispute resolution provisions of Section 18 of this Agreement, prior to pursuing any legal action, including administrative appeals.
- 5) Within 90 days of any of the Four Cities receiving final approval of new or changed water rights incorporating use of Regional Reserved Water, that City shall pay Cascade a one-time Regional Water Charge equal to \$743,950.00 per cfs. If the water right includes seasonal limitations on use of Regional Reserved Water, the Regional Water Charge shall be pro-rated to reflect the seasonal availability of such water.

- c. Water from Tailrace.** Subject to availability and to supporting findings in a report of examination for one of the Four Cities' new or changed water right applications, Cascade would provide water by releasing water from the Lake Tapps Project tailrace to the White River, on terms to be negotiated by Cascade and the requesting City.
- d. Support.** In order to support the efforts made by any of the Four Cities to acquire new water rights or transfer existing water rights, and upon request by any of the Four Cities, Cascade shall provide technical support, in the form of access to existing modeling and any other technical documentation available to Cascade. Upon request of the Four Cities and so long as consistent with Other Agreements and approvals related to the Lake Tapps Project, Cascade shall also provide letters or other documentation in support of actions taken by the Four Cities to secure new water rights or transfers of water rights, including but not limited to letters of support in establishing a finding of overriding considerations of the public interest by the Department of Ecology pursuant to RCW 90.54.020(3)(a).
- 4. Termination.** Cascade's obligations under Sections 1 through 3 of this Agreement are in force and effect as to each City only so long as that City fulfills its obligations under this Agreement and has not appealed the Water Right.
- 5. Local Franchise and Permit Requirements.** When operating in any of the Four Cities' municipal boundaries, Cascade will comply with all of that City's franchise and permitting requirements.

CITIES' RESPONSIBILITIES:

- 6. Purchase of Tacoma Wholesale Water.** The Four Cities, collectively or individually, at each City's sole discretion, agree to buy water under Cascade's Tacoma Wholesale Agreement at the rates, including connection and wholesale charges as set forth in this Agreement. The Four Cities shall be responsible for dividing the purchased capacity among themselves, and shall negotiate wheeling or other applicable agreements either with Cascade or directly with Tacoma Water. Except as expressly provided otherwise in this Agreement, the Four Cities agree to be bound by the terms of the Cascade's Tacoma Wholesale Agreement.
- 7. Dismissal of Litigation.** Within fifteen (15) business days after filing and/or recording of this Agreement, Auburn will withdraw and dismiss its pending lawsuit, with prejudice, against Cascade (King County Case Number 05-2-35788-6).
- 8. Four Cities Support of the Water Right.** So long as the EISs are issued by Cascade and

the Water Right is approved by Ecology consistent with this Agreement, the Four Cities will support the EISs and the Water Right.

9. Municipal Advisory Group. The Four Cities, represented by their duly elected Mayors, will participate in the Lake Tapps Municipal Advisory Group as described in this Agreement.

10. Amending Legislation. Within thirty (30) days of issuance of the Water Right consistent with this Agreement, the Four Cities will support legislation amending RCW 39.34.215 by deleting subsections (4) (c) and (5).

11. Termination. The Four Cities' obligations under Sections 6 through 10 of this Agreement are in force and effect only so long as Cascade fulfills its obligations under this Agreement and the ROEs issued by Ecology for the Water Right are consistent with this Agreement regarding the Regional Reserved Water.

GENERAL

12. Indemnification. Each Party shall indemnify and hold the other Parties and their agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against that Party arising out of, in connection with, or incident to the execution of this Agreement and/or the Indemnifying Party's performance or failure to perform any aspect of this Agreement; provided, that nothing herein shall require an Indemnifying Party to hold harmless or defend any other Party, its agents, employees and/or officers from any claims arising from the sole negligence of that other Party, its agents, employees, and/or officers. No liability shall attach to any Party by reason of entering into this Agreement except as expressly provided herein.

13. Compliance with regulations and laws. The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

14. Assignment. No Party shall assign this Agreement or any interest, obligation or duty therein without the express written consent of all other parties.

15. Attorneys' Fees. If any party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

16. Notices. All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

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

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

City of Buckley
933 Main St
PO Box 1960
Buckley, WA 98321
Attn: City Administrator
Phone: (360) 829-1921
Fax: (360) 829-2659

City of Sumner
1104 Maple St.
Sumner, WA 98390
Attn: _____
Phone: (253) 863-8300
Fax: (253) 299-5509

Cascade Water Alliance
11400 SE 8th Street, Suite 440
Bellevue, Washington 98004
Attn: Chief Executive Officer
Phone: (425) 453-0930
Fax: (425) 425-453-0953

General Counsel, Cascade Water Alliance
GordonDerr, LLP
2025 First Avenue South, Suite 500
Seattle, Washington 98128-3140
Phone: (206) 382-9540
Fax: (206) 625-0675

or to such other respective addresses as any party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the next business day following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

17. Enforceability: The Parties intend this Agreement to be certain and enforceable, as well as a mechanism for ongoing collaboration as to any issues that may arise in connection with implementation of the Agreement. Except as necessary for compliance with and enforcement of this Agreement, the parties do not intend this Agreement to modify their respective rights or authorities.

18. Dispute Resolution. In the event that any dispute arises between Cascade and the Four Cities, the aggrieved Party shall give a notice of the dispute to the other Party as provided in Section 16. Cascade and the Four Cities shall, within five (5) days of such notice, each nominate a senior officer of its management to meet at a mutually agreed location, to attempt to resolve such dispute. The Parties shall each designate a representative(s) to confer on the best and most cost effective way to resolve the dispute. By mutual agreement, they may choose direct negotiations, mediation or arbitration. If there is no agreement between the Parties on how to proceed within thirty (30) days, either Party may pursue legal action; provided however, no Party shall be precluded from filing an appeal or action to prevent the expiration of a time period for filing or any statute of limitations.

19. Non-Waiver. No delay or failure by a Party to exercise any of its rights, powers or remedies under this Agreement following any breach by another Party shall be construed to be a waiver of any such breach, or any acquiescence therein, or of or in any similar breach thereafter occurring, nor shall any waiver of any single breach be deemed a waiver of any other breach theretofore or thereafter occurring.

20. Severability. In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or otherwise unenforceable, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any of the other terms of this Agreement, and this Agreement will continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

21. No Third Party Beneficiary. This Agreement is for the sole and exclusive benefit of the Parties and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

22. Amendment. This Agreement only may be amended or supplemented in a writing signed by the Parties.

23. Survival of Claims. Any claim that a Party has asserted by raising it under the Dispute Resolution provisions of this Agreement prior to the termination of this Agreement and that may reasonably be interpreted or construed to survive the termination of this Agreement shall survive

the termination of this Agreement.

24. Signature in Counterpart. This Agreement may be executed in any number of counterparts and all of those counterparts taken together shall constitute one and the same instrument.

25. Further Assurances. Each Party covenants and agrees to do all things necessary or advisable in order to confirm and better assure the intent and purposes of this Agreement.

26. Authority. Each party, by executing this Agreement warrants that it has duly approved this Agreement and has the power to enter into this Agreement and to enforce its terms.

27. Good Faith Commitment to Support Agreement. The Parties covenant and agree to act in good faith and to support the terms and validity of this Agreement. Cascade shall, during the term of this Agreement, support and defend the validity of the Agreement and shall not seek, either directly or indirectly, to invalidate the Agreement or undermine or modify its terms and conditions through administrative, legislative, judicial or other means.

28. Nondiscrimination. Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

29. Applicable Law. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Pierce County, Washington.

30. Captions. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

31. No Additional Entities Created. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington or as a Washington non-profit Corporation. The

identity of the parties hereto is as set forth hereinabove.

32. Integrated Agreement. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by all parties.

33. Filing. Copies of this Agreement shall be filed with the King County Auditor’s Office; the Pierce County Auditor’s Office; the Secretary of State of the State of Washington; and the respective Clerks of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

CITY OF BONNEY LAKE

Peter B. Lewis, Mayor Date

Neil Johnson, Mayor Date

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Daniel B. Heid, City Attorney Date

James Dionne, City Attorney Date

CITY OF BUCKLEY

CITY OF SUMNER

Pat Johnson, Mayor Date

Dave Enslow, Mayor Date

Attest:

City Clerk

Approved as to Form:

Susan R. Sampson, City Attorney Date

Attest:

City Clerk

Approved as to Form:

Brett Vinson, City Attorney Date

CASCADE WATER ALLIANCE

Chuck Clarke, CEO Date

January , 2010

Mr. Chuck Clarke
CEO, Cascade Water Alliance
11400 SE 8th Street, Suite 440
Bellevue, WA 98004

Dear Chuck,

The Cities of Auburn, Bonny Lake, Buckley, and Sumner have completed negotiations with Cascade Water Alliance on the 2010 Lake Tapps Area Water Resources Agreement (Agreement), whereby Cascade agreed to assist the cities in meeting their respective future water supply needs. As the four Mayors representing the Cities of Auburn, Bonney Lake, Buckley, and Sumner we have found it prudent to submit this letter to you on behalf of our cities detailing the projected timing and quantity of our respective water supply needs for the resources being made available to our cities by Cascade. The projected amounts needed and the times at which water will be needed are based on current planning data. We understand that the quantities listed below are subject to the following combined limits in the Agreement: (1) with respect to Regional Reserved Water for mitigation purposes, 7 cfs for average daily demand and 10 cfs for peak demand; and (2) with respect to Tacoma Wholesale Water, 6 million gallons per day (MGD) of Cascade's Guaranteed Reserve Capacity and four 4 MGD of Cascade's Permanent Capacity, plus a peaking factor of 1.33.

The Cities agree among themselves that the sources of supply provided by Cascade Water Alliance will be allocated as outlined below for each source provided, and that these allocations will be needed by approximately the years listed below. Any changes of allocation between the cities from the amounts reflected below will be subject to mutual written agreement of all four cities and a revised notice to Cascade.

City of Auburn Schedule and Allocation:

Mitigation Flows (Regional Reserved Water):

MGD ADD	MGD Peak	CFS Peak
1.3	2.5	3.88

Temporary Block Water (Guaranteed Reserve Capacity):

Auburn plans to take delivery of not to exceed 5 MGD of this water supply in three (3) increments by year-end 2018.

Permanent Block Water (Cascade's Permanent Capacity):

Auburn plans to take delivery of not to exceed 2MGD ADD, 3.32 MGD Peak of this water supply in two increments by year-end 2018.

City of Bonney Lake Schedule and Allocation:

Mitigation Flows (Regional Reserved Water):

MGD ADD	MGD Peak	CFS Peak
1.0	2.0	3.1

Temporary Block Water (Guaranteed Reserve Capacity):

Bonney Lake declines to purchase any temporary block water.

Permanent Block Water (Cascade's Permanent Capacity):

Bonney Lake plans to take delivery by year-end 2018 of not to exceed 1.54 MGD ADD, 2 MGD Peak of this supply for the months of June through September only.

City of Buckley Schedule and Allocation:

Mitigation Flows (Regional Reserved Water):

MGD ADD	MGD Peak	CFS Peak
0.71	1.3	2.0

Temporary Block Water (Guaranteed Reserve Capacity):

Buckley reserves the right to purchase up to one MGD of temporary block water.

Permanent Block Water (Cascade's Permanent Capacity):

Buckley would purchase permanent block water if Regional Reserved Water cannot be utilized.

City of Sumner Schedule and Allocation:

Mitigation Flows (Regional Reserved Water):

MGD ADD	MGD Peak	CFS Peak
0.42	0.65	1.0

Subject to permitting decisions to be made by Department of Ecology, Sumner may not need peak flows above the average of 0.42 MGD (0.65 cfs).

Temporary Block Water (Guaranteed Reserve Capacity):

Sumner would not purchase temporary block water.

Permanent Block Water (Cascade's Permanent Capacity):

Sumner would not purchase permanent block water.

CITY OF AUBURN

CITY OF BONNEY LAKE

Peter B. Lewis, Mayor Date

Neil Johnson, Mayor Date

CITY OF BUCKLEY

CITY OF SUMNER

Pat Johnson, Mayor Date

Dave Enslow, Mayor Date

RESOLUTION NO. 2009

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE 2010 LAKE TAPPS
AREA WATER RESOURCES AGREEMENT.**

WHEREAS, Cascade Water Alliance (“Cascade”) has entered into an agreement with Puget Sound Energy “PSE” to purchase PSE’s interest in Lake Tapps, and associated equipment related to PSE’s former power generation operations at Lake Tapps; and

WHEREAS, Cascade has applied to the Washington State Department of Ecology (“Ecology”) for a permit to utilize Lake Tapps as a municipal water supply; and

WHEREAS, Cascade has purchased significant amounts of water from, and paid system development charges to, Tacoma Public Utilities (“TPU”) for municipal water supplies, excess amounts of which could be made available for sale to other water purveyors; and

WHEREAS, the cities of Auburn, Bonney Lake, Buckley, and Sumner (“Four Cities”), each have a present need for additional water, but Cascade’s ownership of the Lake Tapps water right and its operation and utilization of the Lake as a municipal water supply may impair the Four Cities’ ability to secure future water supplies for their citizens; and

WHEREAS, in recognition of the need to maintain Lake Tapps as a recreation resource, Cascade has entered into an agreement with the Lake Tapps Community Council (“LTCC”) that obligates Cascade to maintain water levels in the Lake at “normal full pool” during the summer months; and

WHEREAS, the Four Cities seek to mitigate the possible adverse effects of Cascade’s operation of Lake Tapps on the Four Cities while cooperating with Cascade’s efforts to develop Lake Tapps as a water supply source; and

WHEREAS, the Four Cities have negotiated an agreement with Cascade that furthers the goals expressed in these Recitals, a copy of which is attached to this Resolution.

NOW, THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the **2010 LAKE TAPPS AREA WATER RESOURCES AGREEMENT** attached to this Resolution.

PASSED by the City Council this 26th day of January, 2010

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney