

**CITY COUNCIL MEETING**

City of

*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.*

**February 22, 2011  
7:00 P.M.**



**AGENDA**

**"Where Dreams Can Soar"**

Website: [www.ci.bonney-lake.wa.us](http://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 such items 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 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 – Mayor Neil Johnson, Jr.**

A. Flag Salute – Mayor Neil Johnson, Jr.

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 James 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: None.
2. Appointments: None.
3. Presentations: None.

D. Agenda Modifications:

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

A. Public Hearings: None.

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: None. [A 1.2]

**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.*

- Page 5
- A. **Approval of Corrected Minutes:** February 1, 2011 Council Workshop; and February 8, 2011 Council Meeting.
  - B. **Approval of Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #60460 in the amount of \$1,202.71 for 2011 expenses; Accounts Payable checks/vouchers #60461 thru 60487 in the amount of \$125,362.52 for 2010 expenses; Accounts Payable checks/vouchers #60488 thru 60531 in the amount of \$418,148.59 for 2011 expenses; Accounts Payable checks/vouchers #60532 thru 60533 in the amount of \$830.04 for hydrant meter deposit refunds; Accounts Payable checks/vouchers #60534 thru 60535 in the amount of \$1,314.86 for utility refunds; Accounts Payable checks/vouchers #60535 thru 60546 in the amount of \$21,988.47 for 2010 expenses; Accounts Payable checks/vouchers #60547 thru 60579 (including wire transfer's #20211, 2032011, 2042011) in the amount of \$301,983.92 for 2011 expenses; Accounts Payable checks/vouchers #60580 thru 60604 in the amount of \$1,977.25 for utility refunds for a grand total of \$355,332.87.  
VOIDED CHECKS: 60333 – wrong vendor name. Replaced with check number 60534
  - C. **Approval of Payroll:** Payroll for February 1-15th 2011 for checks **29614-29635** including Direct Deposits and Electronic Transfers in the amount of **\$ 397,142.25**.
- Page 17
- D. **AB11-04 – Ordinance D11-04 –** An Ordinance Of The City Of Bonney Lake, Pierce County, Washington Adding A New Section 5.08.065, Repealing Chapter 8.48, And Adding A New Chapter 8.48 To The Bonney Lake Municipal Code, Relating To False Alarms.
- Page 27
- E. **AB11-05 – Resolution 2092 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With ATB Services To Administer The City's False Alarm Ordinance.
- Page 35
- F. **AB11-17 – Resolution 2098 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With The Washington State Department Of Transportation For Real Estate Services.
- Page 41
- G. **AB11-18 – Resolution 2099 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Cascade Right Of Way Services LLD For Real Estate Services.

Page 53 H. **AB11-30 – Resolution 2105** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Bonney Lake Community Resources For Operation Of The Bonney Lake Community Garden.

Page 61 I. **AB11-31 – Resolution 2106** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting An Updated Hazard Mitigation Plan For The City.

**V. FINANCE COMMITTEE ISSUES:**

Page 75 A. **AB11-29 – Resolution 2104** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Resolution No. 2065, Relating To The Annexation Of A Portion Of The CUGA.

Page 79 B. **AB11-32 – Ordinance D11-32** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 12.12.080 Of The Bonney Lake And Ordinance No. 561 Relating To Establishment Of The Sewer Schedule.

**VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None**

**VII. PUBLIC SAFETY COMMITTEE ISSUES:**

Page 85 A. **AB11-24 - Ordinance D11-24** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Repealing Chapters 8.20, 8.24, 8.28, 8.32 And 8.40 Of The Bonney Lake Municipal Code And Corresponding Portions Of Ordinance Nos. 244, 389, 454 And 1338, And Enacting A New Chapter 8.20 Entitled “Public Nuisances.”

Page 95 B. **AB11-25 – Ordinance D11-25** - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Portions Of Chapters 6.04 And 18.22 Relating To The Regulation Of Animals, Livestock, And Poultry.

**VIII. FULL COUNCIL ISSUES:**

Page 111 A. **AB11-28 – Ordinance D11-28** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving Ordinance No. D11-12 Providing For An At-Large System Of Council Representation.

**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**

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**COUNCIL WORKSHOP**

**February 1, 2011  
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](http://www.ci.bonney-lake.wa.us)

Audio Time Stamp ↓

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

**I. Call To Order** – Mayor Neil Johnson, Jr. called the Workshop to order at 5:32 p.m.

5:32:14

**II. Roll Call:**

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

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

**Councilmember Lewis moved to excuse Councilmember McKibbin from attendance at the meeting. Councilmember Rackley seconded the motion.**

**Motion approved 6-0.**

**III. Agenda Items:**

5:32:39

**A. Council Open Discussion:**

Pierce County Council Community Development Committee: Director Vodopich stated he attended the meeting on January 31, 2011. He said the City had submitted three comprehensive plan amendments for the 2011 Pierce County Comprehensive Plan: the Fennel Creek corridor, the area north of Home Depot on 214<sup>th</sup>, and South of 96<sup>th</sup> Street between 214<sup>th</sup> and 234<sup>th</sup> in Eastown. He said all three have moved out of committee, the next step will be reviewing the amendments by Pierce County Planning and Land Services staff. He said the County has concerns about the Fennel Creek corridor area and the piece south of 96<sup>th</sup> street not being in the City’s sewer comprehensive planning area. Councilmember Rackley asked if the County knew the City is installing sewer in the area. Director Vodopich said they are aware and he will remain in contact with the County on this project.

Swiss Sportsman’s Club: Chief Mitchell said the Swiss Sportsman’s Club has requested the City to provide a Hold Harmless agreement to continue use of the Gun Club facilities for training purposes.

**Councilmember Rackley moved to suspend the rules and allow AB11-26, Authorizing the Mayor to Sign a Hold Harmless Agreement with the Swiss Sportsman's Club, to be added to the agenda as an action Item. Councilmember Decker seconded the motion.**

Councilmember Lewis asked about the budget impact. Chief Mitchell said the fees for using the facilities will not change from what was approved in the 2011 – 2012 Biennial Budget. Councilmember Carter asked if the Swiss Park wants the agreement due to the issues of stray bullets at other gun ranges. Chief Mitchell said the Park's insurance carrier is requesting this agreement from all groups that rent the facility.

**Motion approved 6-0.**

Bonney Lake Community Resources: Director Leaf said he received a report from the Food Bank regarding the Community Garden. He said in 2010 they had 57 plots, 44 of which were for citizens to use at no charge. He said if the agreement is renewed the City would not need to donate as much staff time. He stated Wal-Mart has come forward to be a sponsor of the program. He said the Pierce County Arts Commission has proposed a poster contest. He said the posters would be turned into a calendar and the proceeds from the sale of the calendar will go to the Community Garden. Director Leaf said the Food Bank is considering revising its agreement with the people using the plots to include a section regarding making sure no produce goes to waste. Councilmember Hamilton asked how the City chooses who gets a plot. He said he wants the City to have a say in how plots are assigned. By consensus, Council agreed to move forward with renewal of the agreement for the Community Garden.

Swiss Sportsman's Club Development Agreement: Director Vodopich updated the Council on the status of the agreement. He said in the agreement the park must comply with all City building codes for a commercial development except the sewer tie in and the frontage improvements. He said one of the building codes for this project states they must have a fire hydrant within 400' of the structure. City Administrator Morrison said the Swiss Park is unhappy with the requirement. He said Swiss Park produced a letter written in the 1950's stating the City would provide a hydrant at no cost to the park. He said the development agreement signed during that period does not mention the hydrant. He said it does mention the Swiss Park purchased twelve water connections, he noted they have only used one at this time. He said the City does not know if one of the existing hydrants is the one mentioned in the letter or if the hydrant has been removed in the past due to upgrades to the water line. He said Swiss Park does not want to pay to have a hydrant installed. Director Vodopich stated they were made aware of the requirement at the pre-application meeting. Mayor Johnson said the City will try to come up with a solution.

Pierce County Council: Mayor Johnson said he and City Administrator Morrison meet with Pierce County Councilmember Dan Roach. He said they updated Councilmember Roach on the City's concerns about the flood control district and annexation. He said Councilmember Roach is against the flood control district, and invited Councilmembers to call and meet with him.

Mayor Johnson said he also met with Pierce County Councilmember Tim Farrell. He said they talked about Pierce Transit, and Councilmember Farrell said he wants to work together to find a solution. He said Councilmember Farrell is against the flood control district, but wanted to know what the City would like to have happen in the future. Mayor Johnson said he would like Bonney Lake to have representation in the discussion of creation of a flood control district in the future.

Flood Control District: Councilmember Hamilton stated he is opposed to any new taxing district. He said he could support a flood control district if it is pinpointed to the problem areas. He said the problem is the Puyallup River, and more levies will cause more problems. He said if flood control is done properly, it could do a lot of good but the current plan is focused on protecting the Port of Tacoma and not taking care of the problem. He said he believes the port is primarily to blame for the current flooding problems, and would like to see a tax put on containers that come into the port to fund a flood control district. City Administrator Morrison explained the flood control district recommended to the Pierce County Council to disband the flood control district. He said the Pierce County Council could vote to rescind the ordinance that created the district before the Boundary Review Board's meeting at the end of the month. Councilmember Rackley reminded Council that the Puyallup River has not been dredged for a decade and the purpose of the river is to let water come down from the mountains to the ocean. He said without dredging the river will continue to rise. He also said the County should stop allowing people to build in flood plains. He said a river needs flood plains. Councilmember Carter stated there is not just one place to put the blame for the flooding in the valley. She encouraged everyone to watch a program on UW TV called "Water Undone, Efforts to Save the Puyallup River Watershed". She said the City of Auburn is doing some levy widening to prevent flooding. She said she would like to see more input from the stakeholders on a flood control district.

Transportation Funds: Mayor Johnson said he received a phone call from Senator Pam Roach's office saying there could be up to \$100,000 earmarked for Bonney Lake for a Transportation project. He said the Public Works department is working on projects that fit the requirements of the funding.

Duane Tidball: Councilmember Decker said Mr. Tidball's funeral was on January 30, 2011. He said over 400 people attended the service. Mr. Tidball was a long-time resident and was active in the community serving on the Historical Society.

Growth Management Act: Deputy Mayor Swatman said he listened to a program on National Public Radio regarding the Growth Management Act. He said it specifically talked about Pierce County and how well (or not well) the Growth Management Act is working.

Council Workshop: Deputy Mayor Swatman asked the Council for their opinion on having a Council Workshop if there are no items on the agenda. He reminded Council that workshops are statutorily mandated. Councilmember Rackley said a meeting can be cancelled if no business needs to be discussed. He said he does not want to waste the staff time. He said many years ago when the City was going from a small town to a City the workload was much larger. Councilmember Carter said she read in the City Vision Magazine the City of Port Orchard only has one workshop

per month. She said the Council could have a discussion time during the Council Meetings if needed. Councilmember Hamilton stated the workshop is an important part of the process. He said he likes the camaraderie and it would be hard to have the open discussion during a regular meeting. Deputy Mayor Swatman said he does not have a problem with meeting. His concern is the staff time involved in planning the meetings.

City Towing: Councilmember Decker said he received an email from a citizen whose car was towed and they were left stranded in the City. He said he is going to bring this issue forward to the safety committee to draft a policy for the police department to follow in these situations in the future. He said he wants to make sure the City is not liable. Chief Mitchell said in this instance the officer had several options. He said the Police were short staffed and the officer did not take the person to jail, but he did not have time to give the person a ride. He said the police department is looking into making sure these types of complaints do not happen in the future. Mayor Johnson asked the Chief to update the Council once he has made contact with the person.

Main Street: Councilmember Carter said the curbing, compost and landscaping bark being installed on the corner of Main Street and 182<sup>nd</sup> Ave E looks great.

Council Packets: Councilmember Carter said the City of Port Orchard has stopped producing paper Council packets for their meetings. She stated they have purchased iPads for the Council to view the agenda packet on. She said the savings to Port Orchard is \$40,000 per year. Mayor Johnson said the City can look into this. Director Vodopich said the clerk of Port Orchard assigns each councilmember an iPad at each meeting and collects them at the end of each meeting.

Council Wards: Councilmember Carter asked if any further work has been done to convert the City from Council Wards to all At-Large Council representation. Councilmember Rackely said his understanding is that when and if the annexation goes through then the Council would convert to an all At-Large system. Deputy Mayor Swatman said it would be better to convert before the annexation goes through. He said he favors an At-Large representation system because it makes all Councilmembers responsible for the whole City. He said the City gets a better pool of candidates in an At-Large system. He said most citizens are not aware they only get to vote for three of the seven councilmembers. Councilmember Carter said the City will have to redistrict with the 2010 census and then again with the annexation. She said if the City went to an all At-Large system, it would save the City money with redistricting. Councilmember Lewis said when he attended AWC's New Councilmember Training that most Cities have already converted to an all At-Large system. He said that in some Cities they have wards that have no representation because of the resident requirement. Councilmember Decker said the Council should send the question to the voters and see if they want the City to go to an all At-Large representation system. Councilmember Lewis asked staff to prepare a report of what would have to happen and bring this item back to workshop for further discussion.

Pierce County Regional Council: Councilmember Lewis said now that Councilmember Hamilton is the primary representative for Bonney Lake he would like to be the City's alternate. By Council consensus, Council Councilmember

Hamilton will serve as the primary and Councilmember Lewis will serve as the alternate representative for Bonney Lake at the PCRC meetings.

YMCA: Councilmember Carter said a citizen asked her why the City is considering funding a YMCA instead of opening a City-run community center. She asked if the YMCA would be available to use as a warming or cooling center, disaster relief, and community rentals. She questioned whether the YMCA would be flexible enough for the needs of our City. Mayor Johnson said any agreement the City signs will have the needs of the City put into the agreement. Councilmember Decker noted the cities of Puyallup and Tacoma have both YMCA's and recreation departments.

6:44:04

**B. Review of Council Minutes:** January 18, 2011 Council Workshop; January 25, 2011 Council Meeting.

Councilmember Decker asked that the January 18, 2011 minutes be amended to include that he seconded and withdrew his second of Councilmember Rackley's motion. Councilmember Carter asked that the January 25, 2011 minutes be amended to say, "the ~~Coalition~~ Prairie Ridge community is working to provide more resources". Councilmember Lewis asked that the January 25, 2011 minutes be amended to say, "the current Pierce Transit plan is bad and needs a new tighter plan B with more management cuts". The corrected minutes were forward to the February 8, 2011 Meeting for approval.

7:04:37

**C. Discussion:** Council Retreat (3/5/11) Potential Agenda Items, Location and Participants

Mayor Johnson said representatives from YMCA offered to attend the retreat. City Administrator Morrison presented the proposed discussion agenda to Council. Deputy Mayor Swatman asked to ensure all boards and commissions have been notified of the meeting. Councilmember Decker asked to have the amount owed and amount paid on the Moriarty property. Deputy Mayor Swatman asked if the City attorney would be attending the retreat for informational purposes so he is aware of the Council's plans and intentions for future projects. He asked the Council to think about the Midtown Plan and boundaries. Mayor Johnson said if the Council wants to pay attorney fees for the retreat then the Attorney can be at the retreat. He said the Attorney has not historically attended the retreat and no final decisions are made during the retreat. Administrative Services Director Edvalson said the retreat could be recorded if Council wants. Councilmember Carter asked if the Council can get talking points from the Boards and Commissions.

7:04:37

**D. Action: AB11-26** – Hold Harmless Agreement with Swiss Sportsmen's Club of Tacoma for the Use of the Club's Gun Range.

**Councilmember Rackley moved to approve AB11-26. Councilmember Decker seconded the motion.**

Councilmember Hamilton asked if the Swiss Park is asking all groups that use their facilities for this agreement. Chief Mitchell said all entities that use the Gun Club

are required to provide a hold harmless agreement to the club. City Attorney Dionne suggested removal of the word “and/or their guests”.

**Councilmember Lewis moved to remove the words “and/or their guests”.  
Councilmember Decker seconded the motion.**

**Approved 6-0**

**Councilmember Lewis moved to approve the amended motion. Councilmember Carter seconded the motion.**

**Approved 6-0**

**IV. Executive Session: None**

**V. ADJOURNMENT:**

7:07:01

**At 7:07 p.m., Councilmember Lewis moved to adjourn the meeting. Councilmember Carter seconded the motion.**

**Motion to adjourn approved 6 – 0.**

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

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

Items submitted to Council at the February 1, 2011 Workshop:  
City of Bonney Lake-“AB11-26 – Hold Harmless Agreement with Swiss Park ”- Mike Mitchell.  
City of Bonney Lake-“Bonney Lake Community Garden 2010 Annual Report ”- Gary Leaf.  
City of Bonney Lake-“Discussion Draft Agenda for Council Retreat ”- Don Morrison.

**CITY COUNCIL MEETING**

**February 8, 2011  
7:00 P.M.**

**MINUTES**



**“Where Dreams Can Soar”**

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

Audio Time Stamp ↓

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

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

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

B. Roll Call:

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

**Councilmember Rackley moved to excuse Councilmember McKibbin’s absence. Councilmember Lewis seconded the motion.**

**Motion approved 6 – 0.**

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

C. Announcements, Appointments and Presentations:

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

D. Agenda Modifications:

**Councilmember Rackley moved to place item AB11-19 from Community Development Issues to Consent Agenda Issues, Item F. Councilmember Decker seconded the motion.**

**Motion approved 6 – 0.**

7:03:40

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

A. Public Hearings: None.

B. Citizen Comments:

Jonathan Kohl, Tacoma, and Mary Wisner, Bonney Lake, told the Council they are interested in opening a teen center in Bonney Lake. They presented the Council with a proposal for 'Club 101,' which could include a supervised dance floor, music, arcade, computer lab and lounge area. They said their focus is to provide a safe, controlled environment for youth. Mr. Kohl said they are in the early planning stages and have not picked a location for the center. They said teens would check in and out of the center by swiping a card, and they would have to follow strict rules to use the center. They said they plan to work with the City and the School Board, and are happy to meet with anyone who has questions or interest in their project.

Debbie McDonald, P.O. 7125, Bonney Lake, told the Council about upcoming events for the 2011 Relay for Life. She said the national theme is "Lights, Camera, Action Against Cancer", and the Bonney Lake team's theme is based on the movie "Up". Future fundraising events include the City of Bonney Lake vs. City of Sumner staff softball game on June 18<sup>th</sup>, a six-legged 'doggie dash' at Bark in the Park on June 25<sup>th</sup>, and the fun run at the Healthy Living Expo on July 23<sup>rd</sup>. Team Bonney Lake will be running concessions to raise funds at summer events. The Relay for Life event is on July 29 and 30, 2011.

Winona Jacobsen, 9100 189<sup>th</sup> Ave Ct E, Bonney Lake, said she learned the City has applied to the County to increase the City's UGA. The proposed expansion includes areas partially surrounded by the City limits, particularly Fennel Creek and Kelly Lake Farm (north of Sumner-Buckley Hwy). She said the City requested this same area to be included in the UGA eight years ago but was denied. At that time a group was formed which drafted a plan for the area. She said she has concerns that there has been no public process, and that the existing plan may not be followed.

Community Development Director Vodopich said the City submitted its application to the County, and the County Council will schedule public hearings while it goes through the review process. City Administrator Morrison said the County usually schedules initial hearings in August and final hearings in November before the County Council makes its final decision. He said if these areas are added to the City's UGA and eventually annexed into the City, they would still go through the City's Planning Commission review process for zoning and land use considerations. He confirmed that the City is slated to acquire about 100 acres of land in this area under the Conservation Futures Grant, but noted that ownership does not affect the current process.

C. Correspondence:

An e-mail from Maryanne Zukowski dated February 4, 2011, regarding code enforcement near 18714 McGhee Dr E, was received for the meeting and entered into the record.

7:19:30

**III. COUNCIL COMMITTEE REPORTS:**

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and forwarded proposed changes to the False Alarm Ordinance

to the next workshop. The committee also forwarded other housekeeping ordinances to the Council for action and reviewed the Emergency Management plan.

- B. Community Development Committee: Councilmember Rackley said the committee met on February 7, 2011 and forwarded AB11-19 to the current agenda. The Committee discussed the Dahl property, and recommended that no changes be made to the intersection. The committee also considered the request for a temporary septic system on the McGruder property, and recommended not to allow temporary septic upgrades on this Eastown property. The committee has scheduled a special meeting for February 28, 2011.
- C. Public Safety Committee: Councilmember Hamilton said the committee met on February 7, 2011 and discussed amendments to BLMC Chapter 6, Animal Control. Proposed changes include animal license fees, minimum lot sizes required to have chickens, and revised definitions of dangerous dogs and potentially dangerous dogs. The committee made final revisions to the proposed nuisance ordinance and sent it to various homeowner's associations for review. The committee also discussed a proposed medical marijuana dispensary. Citizens in Ward 5 expressed concern about speeding on Church Lake Drive and on 70<sup>th</sup> and 71<sup>st</sup> Streets. Police Chief Mitchell said he is working with Public Works staff to place speed monitoring equipment on the road, so his staff can make the best use of resources to add extra enforcement. Councilmember Hamilton said the committee also discussed a complaint from a citizen who was pulled over and had to walk home late at night after their car was impounded, and the officer did not offer them a ride. Chief Mitchell said the department had already handled the issue administratively.
- D. Other Reports:

Communities for Families: Councilmember Lewis said he attended the Bonney Lake/Sumner Area Communities for Families meeting on February 3<sup>rd</sup>. He said the Community Summit is scheduled on March 17<sup>th</sup> at Calvary Community Church in Sumner. Mayor Johnson encouraged Councilmembers and staff to attend this event. He noted that the break-out session for Bonney Lake will focus on transit needs in the community. He said the group is also accepting applications for the 'Unsung Hero 2011' awards now.

Councilmember Lewis added that the Sumner-Bonney Lake Family Center is sponsoring a Job & Resource Fair on April 11<sup>th</sup> from 6:00 to 7:30 p.m.

Pierce County Regional Council: Councilmember Rackley said the annual PCRC meeting is scheduled on February 17<sup>th</sup> at 6:00 p.m.

YMCA: Mayor Johnson said he has spoken with YMCA representatives and Michelle LaRue plans to attend the Council retreat in March. He said they plan to send a response to the City's letter about the YMCA soon.

Bonney Lake High School Senior Boards: Mayor Johnson said the BLHS Senior Boards are on May 18<sup>th</sup> and 19<sup>th</sup>, and asked any Councilmembers or others who want to participate to contact himself, the City Administrator or the City Clerk.

7:32:04

**IV. CONSENT AGENDA:**

- A. **Approval of Corrected Minutes:** January 18, 2011 Council Workshop; January 25, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** #60412 thru 60430 (including wire transfer #'s 1182011, 6863676) in the amount of \$340,778.17 for 2010 expenses; Accounts Payable checks/vouchers #60431 thru 60457 in the amount of \$10,267.97 for 2011 expenses; Accounts Payable checks/vouchers #60458 for hydrant meter deposit refunds in the amount of \$146.73; Accounts Payable checks/vouchers #60459 in the amount of \$4,140.00 for 2010 expense for a grand total of \$355,332.87.
- C. **Approval of Payroll:** Payroll for January 16-31st 2011 for checks 29584-29613 including Direct Deposits and Electronic Transfers in the amount of \$ 585,131.65.
- D. **AB11-10 – Resolution 2093** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Qwest To Provide ISDN PRI Circuit For A Term Of 36 Months With A Monthly Charge Of \$580.00.
- E. **AB11-15 – Resolution 2096** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Award A Contract To Seahurst Electric To Complete The Public Safety Building Lighting Retrofit Project.
- F. **AB11-19** – A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Accepting the Fennel Creek Trail & 192nd Ave Sidewalks, Phase 1 Project as Complete. *Added to Consent Agenda during Agenda Modifications.*

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

**Consent Agenda approved 6 – 0.**

**V. FINANCE COMMITTEE ISSUES:** *None***VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**

- A. ~~**AB11-19** – A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Accepting the Fennel Creek Trail & 192<sup>nd</sup> Ave Sidewalks, Phase 1 Project as Complete. *Moved to Consent Agenda, Item F. during Agenda Modifications.*~~

**VII. PUBLIC SAFETY COMMITTEE ISSUES:** *None*

**VIII. FULL COUNCIL ISSUES:** *None*

**IX. EXECUTIVE SESSION:** *None*

**X. ADJOURNMENT:**

7:32:11

**At 7:32 p.m., Councilmember Rackley moved to adjourn the meeting. Councilmember Lewis seconded the motion.**

**Motion to adjourn approved 6 – 0.**

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Harwood Edvalson, CMC  
City Clerk

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Neil Johnson  
Mayor

Items presented to Council at the February 8, 2011 Meeting:

- “Club 101” Proposal – Jonathan Kohl and Mary Wisner.
- E-mail: “FW: 19714 McGhee Dr E”, February 4, 2011 – Mary Zukowski.

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

<b>Department/Staff Contact:</b> Fin / Al Juarez	<b>Meeting/Workshop Date:</b> 22 February 2011	<b>Agenda Bill Number:</b> AB11-04
<b>Agenda Item Type:</b> Ordinance	<b>Ordinance/Resolution Number:</b> D11-04	<b>Councilmember Sponsor:</b>

**Agenda Subject:** Revise the City's False Alarm Ordinance and Related Municipal Code

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adding A New Section 5.08.065, Repealing Chapter 8.48, And Adding A New Chapter 8.48 To The Bonney Lake Municipal Code, Relating To False Alarms.

**Administrative Recommendation:**

**Background Summary:** The City's False Alarm Ordinance is in need of update to clarify provisions and aid in the enforcement of the ordinance. The purpose of the ordinance is to protect against false alarms that may hinder or diminish the availability of police services to the general public and to safeguard public resources. By diminishing false alarm occurrences we are enabling scarce police resources to better focus on current, real time policing activities.  
**Attachments:** Yes

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b> NA			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 8 February 2011	<i>Approvals:</i> Chair/Councilmember Deputy Mayor Swatman Councilmember Mark Hamilton Councilmember James Rackley	<table style="width: 100%; border: none;"> <tr> <td style="padding: 0 5px;">Yes</td> <td style="padding: 0 5px;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<b>Forward to:</b>	1/25/2011 Council Meeting - pulled and remanded to 2/8/2011 Fin. Committee Meeting. Forward to 2/15 workshdop for discussion. Forward to 2/22 Meeting for action.	<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

<b>APPROVALS</b>			
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b>	12/22/2010

ORDINANCE NO. D11 - 04

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON  
ADDING A NEW SECTION 5.08.065, REPEALING CHAPTER 8.48, AND ADDING A  
NEW CHAPTER 8.48 TO THE BONNEY LAKE MUNICIPAL CODE,  
RELATING TO FALSE ALARMS.

WHEREAS, the City's "False Alarm Ordinance" is in need of update to clarify provisions, aid in enforcement, and facilitate a contract with a private provider of alarm administration services.

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

Section 1. A new Section 5.08.065 shall be added to the Bonney Lake Municipal Code to read as follows:

**BLMC § 5.08.065 – Alarm Business License Endorsement**

- A. For purposes of this Section, "alarm business" means any business engaged in the selling, leasing, installing or responding to security alarms, as defined in BLMC Chapter 8.48. Alarm businesses also include any person, business or organization that monitors security alarm systems and initiates alarm dispatch requests, including units or divisions of larger businesses or organizations that provide proprietary security alarm monitoring services only to affiliates of the parent business or organization.
- B. All alarm businesses engaged in the business of selling, leasing, installing, responding to, or monitoring security alarms to individuals and businesses within the City of Bonney Lake shall obtain an Alarm Business License Endorsement from the City, regardless of whether they are otherwise required to have a City business license.
- C. Alarm businesses must complete the license endorsement application form available from the City's finance department and pay an annual license fee of ten dollars (\$10.00) for every alarm site within the City of Bonney Lake, up to a maximum of one hundred dollars (\$100.00). Failure to pay the annual license fee within thirty days of notification shall result in a twenty-five dollar (\$25.00) late fee. Upon applying for a license endorsement, and prior to each annual renewal, the alarm business shall provide the City with a list of current customers owning or operating alarm systems within the city limits.
- D. No alarm business shall presume, anticipate, or expect that emergency response will result solely from the activation of any security alarm system sold, leased, installed, or monitored by an alarm business that lacks an endorsement from the City.

- E. Alarm businesses shall not market, sell, install, or monitor alarm systems that fail to comply with all requirements of Chapter 8.48 BLMC.
- F. Alarm businesses shall cooperate fully with the Alarm Administrator in enforcing the provisions of the City's False Alarm Ordinance, Chapter 8.48 BLMC. Cooperation shall include, but not be limited to, answering the Alarm Administrator's requests for customer lists, alarm call data, the identity of each alarm business's Alarm Response Manager, and other information in a prompt manner; facilitating the Alarm Administrator's efforts to issue permits to alarm systems in existence prior to the effective date of this Ordinance; and notifying the Alarm Administrator of new and disconnected accounts.
- G. Failure to cooperate with the Alarm Administrator may constitute grounds for penalties under BLMC § 5.08.220, and/or revocation of the alarm business's endorsement, subject to the appeal provisions of BLMC § 5.08.210. Alarm businesses shall cooperate fully with requests made by the Police Department or Citycom dispatcher as to the method of communicating dispatch requests, including use of Enhanced Call Verification (a minimum of two telephone calls attempting to reach a responsible party prior to notification of a CityCom dispatcher). Failure to cooperate fully may constitute grounds for penalties under BLMC § 5.08.220, and/or revocation of the alarm business's endorsement, subject to the appeal provisions of BLMC § 5.08.210.

**Section 2.** Bonney Lake Municipal Code Chapter 8.48 is hereby repealed in its entirety.

**Section 3.** A new Chapter 8.48 is hereby added to the Bonney Lake Municipal Code to read as follows:

#### Chapter 8.48 – False Alarms

- 8.48.010 Purpose.
- 8.48.020 Definitions.
- 8.48.030 Alarm permits required – permit fees.
- 8.48.040 Responsibilities of alarm users.
- 8.48.050 Prohibited alarm devices.
- 8.48.060 False alarms.
- 8.48.070 False alarm fines.
- 8.48.080 Appeals.
- 8.48.090 Exceptions.

#### **8.48.010 Purpose**

The purpose of this Chapter is to protect against false alarms hindering or diminishing the availability of police services to the general public, and to safeguard public resources. This Chapter is not intended to convey any special benefit to any entity, individual, or group of individuals.

#### 8.48.020 Definitions

- A. Alarm Administrator means the person designated by the City Administrator to administer the City's False Alarm Ordinance. The City may contract with a private provider to serve as the Alarm Administrator.
- B. Alarm Appeals Officer means the person designated by the City Administrator to hear and decide appeals related to false alarm fines. The Alarm Appeals Officer shall be a different person and entity than the Alarm Administrator.
- C. Alarm business means any business, individual, partnership, corporation or other entity engaged in the selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or responding to security alarms. Alarm businesses also include any person, business or organization that monitors security alarm systems and initiates alarm dispatch requests, including units or divisions of larger businesses or organizations that provide proprietary security alarm monitoring services only to affiliates of the parent business or organization.
- D. Alarm dispatch request means the initiating of a communication to the police, via the regional communications agency, by an alarm business indicating that a security alarm system has been activated at a particular alarm site and requesting emergency response to that alarm site.
- E. Alarm site means a structure or portion thereof served by a single security alarm system. In a multi-tenant building or complex, each portion of the structure or complex having its own security alarm system is considered a separate alarm site.
- F. Alarm system means a device or series of interconnected devices, including, but not limited to, systems interconnected with hard wiring or radio frequency signals, which are designed to emit and/or transmit a remote or local audible, visual or electronic signal indicating that an intrusion may either be in progress or is being attempted at the alarm site. Security alarm systems do not include those devices designed to alert only the inhabitants of specific premises and that have no sounding or signaling devices which can be heard or seen on the exterior of the alarm site.
- G. Alarm user means any person, firm, partnership, corporation or other entity that controls a security alarm system at an alarm site, who is the holder of the alarm permit, and who is financially responsible for the operation of an alarm system.
- H. Burglary alarm (also property/intrusion alarm) means an alarm system that is used to detect and report unauthorized entry or attempted unauthorized entry upon real property.
- I. Monitoring means the process an alarm business uses to keep watch on alarm systems; to receive alarm activation signals from alarm systems; to verify alarm activations; to relay alarm dispatch requests for emergency response to an alarm site; and to cancel alarm dispatch requests.
- J. Multi-unit complex means any building or group of buildings located/co-located on the same real property and comprised of two or more separately occupied units.

K. Robbery alarm (also duress alarm, hold-up alarm or panic alarm) means an alarm signal generated by the manual or automatic activation of a device, or any system, device, or mechanism on or near the premises intended to signal that a robbery or violent crime is in progress, and that one or more persons are in need of immediate police assistance in order to avoid injury, serious bodily harm or death at the hands of the perpetrator of the robbery or other crime. All robbery/panic alarms installed after the effective date of this ordinance are required to possess a dual activation mechanism.

L. Security alarm monitoring business means any person, firm or corporation who is engaged in the monitoring of security alarm systems and the summoning of police response to activations thereof. This includes both businesses that are engaged in alarm monitoring for profit and businesses that have specialized units or subsidiaries that monitor only their own alarm systems.

M. Unmonitored alarm system means an alarm system that is not actively monitored by an alarm business and whose function it is to evoke police response solely by means of a generally audible and/or visible signal.

#### **8.48.030 Alarm permits required - permit fees.**

A. Every alarm user in the City of Bonney Lake, including those in possession of an alarm system prior to the effective date of this Ordinance, must obtain an alarm permit by providing the following information to the Alarm Administrator:

1. Name and address of the alarm user (i.e., the person financially responsible for operation of the alarm system);
2. The home and business telephone number of the alarm user;
3. The name, address and telephone number of the alarm business providing monitoring service to the system;
4. An alternate telephone number for verification (cell phone or other telephone designated by the alarm user);
5. The signature of the alarm user verifying that he or she has read and understood this Chapter and any information brochures provided by the Alarm Administrator, and agrees to pay any false alarm fines levied.
6. (a) The non-refundable annual alarm permit fee of \$24.00 (residential and/or commercial)  
(b) The non-refundable annual renewal fee of \$24.00 (residential and/or commercial)
  - (1) Reduced rates for Senior Citizens, 65 years of age or older, and individuals with a permanent disability (residential only):

- Non-refundable annual alarm permit fee of \$12.00
- Non-refundable annual renewal fee of \$12.00

In order to qualify for the senior rate, applicants must provide proof of age, be listed as the property owner or lessee and must have the alarm contract in their name.

In order to qualify as an individual with a permanent disability the individual must provide proof of permanent disability. Proof may be in the form of a U.S. Department of Veterans Affairs Identification Card or documentation showing at least 30 percent permanent disability; a Washington Department of Licensing parking placard issued for permanent disability under RCW 46.16.381; or any other means that the Alarm Administrator deems an appropriate proof of permanent disability. In addition, the individual must be listed as the property owner or lessee and must have the alarm contract in their name.

B. On receipt of the application, fee and verification statement, the Alarm Administrator shall issue a security alarm permit number to the alarm user, which shall remain the same for as long as the alarm user maintains a permit for the alarm site. Alarm permits are valid for one year, and must be renewed annually by providing verification that permit information is still current and paying the non-refundable alarm permit renewal fee.

C. No alarm user shall presume, anticipate, or expect that emergency response will result solely from the activation of any unmonitored security alarm system, or a monitored security alarm system for which the alarm user has not obtained an alarm permit.

#### **8.48.040 Responsibilities of alarm users.**

A. Each alarm user is responsible for assuring that his or her alarm system is used properly and in accordance with the manufacturer's directions and the law. Inherent in this responsibility is assuring that all persons with access to the alarm system are properly trained on correct use of the system and are authorized to cancel accidental activations, and assuring that procedures and practices are followed that minimize the risk of false alarms.

B. Each alarm user is responsible for keeping his or her alarm system properly maintained and in good working order.

C. Each alarm user is financially responsible for paying any false alarm fines.

#### **8.48.050 Prohibited alarm devices.**

A. No person shall install or operate a monitored security alarm system in the City of Bonney Lake that fails to differentiate burglary alarm activations from robbery/panic alarm activations.

B. No person shall install or operate a monitored security alarm system in the City of Bonney Lake that fails to differentiate crime-related incidents from fire, medical or other non-crime-related incidents.

C. No person shall operate a security alarm system in the City of Bonney Lake that has a siren, bell, light or other device audible or visible from any property adjacent to the alarm site that signals for longer than ten (10) consecutive minutes after the alarm is activated, or that repeats the ten-minute alarm cycle more than three (3) consecutive times without resetting.

D. No person shall operate a security alarm system in a multi-unit complex in the City of Bonney Lake that fails to identify alarm activations by the specific unit involved.

**8.48.060 False alarms.**

A. When, in the opinion of the responding officers, an alarm dispatch request cannot be reasonably attributed to actual or attempted criminal offense at the involved alarm site, the incident is a false alarm and the alarm user is subject to a false alarm fine.

B. When the responding officer is unable to determine if an alarm is valid or false because of inaccessibility of the alarm site, the response is presumed to be a false alarm and the user is subject to a false alarm fine.

C. An alarm dispatch request may be canceled by the alarm business initiating the request at any time up to the point at which the responding officer or service reports arrival at the alarm site to the dispatcher. Alarm dispatch requests canceled in accordance with the procedures established by the Alarm Administrator prior to arrival of emergency services at the alarm site are not subject to false alarm fines.

**8.48.070 False alarm fines.**

A. The fine for a false burglary alarm shall be one hundred dollars (\$100.00) per false alarm. The fine for a false robbery/panic alarm shall be two hundred dollars (\$200.00) per false alarm.

B. Any alarm user having a permit from the City may request that his or her first false alarm fine be waived if the alarm user provides proof that he or she has successfully completed the on-line false alarm class provided by the Alarm Administrator within 30 days of the fine.

C. Fines shall be assessed based on the response requested. An alarm dispatch request reporting a robbery/panic alarm, for example, is subject to the false alarm fine applicable to robbery/panic alarms, even if the alarm activation should properly have been reported as a burglary alarm.

D. False alarm fines assessed for any alarm site that does not have a permit from the City shall be double the applicable fine referenced in this Section. Provided, however, that the fine shall be reduced by \$50.00 for a burglary alarm and \$100.00 for a panic alarm if the alarm user obtains a

permit within thirty (30) days of the fine. No alarm user lacking a permit from the City shall have the option to waive any false alarm fines in exchange for completing an on-line false alarm class.

E. All fines are due and payable on receipt of invoice. Fines that are unpaid thirty (30) days or more after the date of invoice are considered past due for purposes of this Chapter.

F. A late fee of \$25.00 shall be imposed on past due accounts to cover the cost of processing and collection.

#### **8.48.080 Appeals**

A. False alarm fines may be appealed to the Alarm Appeals Officer by sending a letter to the Alarm Administrator requesting an appeal conference and specifying the reasons for the appeal. This letter, along with a \$50.00 appeal fee, must be received by the Alarm Administrator within ten (10) working days after receipt of the notice of fine.

B. The Alarm Appeals Officer, on receipt of an appeal request, shall conduct an appeal conference in Bonney Lake within fifteen (15) working days after receiving the appeal request, and shall determine if grounds exist to waive or cancel the fee or action.

C. False alarm fines may be appealed on the grounds that the incident cited as the basis for the fine was, in fact, not a false alarm response. The alarm user has the burden of proving, by a preponderance of the evidence, that the incident was not a false alarm.

D. An alarm user may also argue that mitigating circumstances support waiver or reduction of the fine. The Alarm Appeals Officer is not obligated to reduce or waive any fines and/or appeal fees, but has discretion to do so for extraordinary mitigating circumstances.

E. The Alarm Appeals Officer shall render a decision and notify the appellant and the Alarm Administrator thereof in writing within ten (10) working days after the appeal conference is held.

#### **8.48.090 Exceptions.**

The provisions of this Chapter shall not apply to temporary alarm systems used by the Police Department or other public law enforcement agencies for investigative or protective purposes (e.g., VARDA, WAVE or similar systems).

**Section 4.** This Ordinance shall take effect and be in force thirty (30) days from its passage, approval, and publication as required by law.

PASSED by the City Council this 22<sup>nd</sup> day of February, 2011.

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Mayor Neil Johnson, Jr.

AUTHENTICATED:

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Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

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James J. Dionne, City Attorney

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

<b>Department/Staff Contact:</b> Fin / Al Juarez	<b>Meeting/Workshop Date:</b> 22 February 2011	<b>Agenda Bill Number:</b> AB11-05
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2092	<b>Councilmember Sponsor:</b>

**Agenda Subject:** Contract with ATB Services to Administer the City's False Alarm Ordinance

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With A.T.B. Services To Administer The City's False Alarm Ordinance.

**Administrative Recommendation:**

**Background Summary:** The City recently updated it's False Alarm Ordinance, # D11-04, in order to clarify provisions that will aid in the enforcement of the ordinance. The intent is to diminish actual false alarm occurrences allowing our police department to conserve scarce resources and to better focus on real time policing activities.

As experienced, it is not cost effective to create and maintain our own system of tracking and billing for false alarm violations. The proposed contract with ATB Services offers an alternative to continuing this process in-house. ATB Services provides specialized expertise in this area, established systems, people and processes to administer false alarm programs for many judisdiction, which spreads their infrastructure cost to make it affordable for most communities. Local jurisdictions that also utilize ATB Services include: Pierce County, City of Lakewood, and the City of Olympia.

**Attachments:** Yes

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b> See attached contract for pricing schedule			

COMMITTEE, BOARD & COMMISSION REVIEW			
<b>Council Committee Review:</b>	Finance Committee Date: 8 February 2011	<i>Approvals:</i> Chair/Councilmember Deputy Mayor Swatman Councilmember Mark Hamilton Councilmember James Rackley	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to: 1/25/2011 Council Meeting - pulled and remanded to 2/8/2011 Fin. Committee meeting. Forward to 2/15 workshop for discussion. Forward to 2/22 meeting for action.	<b>Consent Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):

Meeting Date(s):

Tabled to Date:

**APPROVALS**

**Director:**  
*Al Juarez*

**Mayor:**

**Date Reviewed  
by City Attorney:** 12/22/2010  
(if applicable):

**RESOLUTION NO. 2092**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN  
AGREEMENT WITH ATB SERVICES TO ADMINISTER THE CITY'S FALSE  
ALARM ORDINANCE.**

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

**PASSED by the City Council this 22<sup>nd</sup> day of February, 2011.**

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Mayor Neil Johnson, Jr.

AUTHENTICATED:

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Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

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James J. Dionne, City Attorney

## AGREEMENT FOR SERVICES

THIS AGREEMENT dated **February 22, 2011** by and between ATB Services Company, LLC, hereinafter referred to as ATB Services with principal offices located at 2930 Austin Bluffs Parkway, Suite 301 Colorado Springs, Colorado 80918 and the City of Bonney Lake, Washington hereinafter referred to as **Bonney Lake** with principal offices located at 19306 Bonney Lake Blvd., P.O. Box 7380, **Bonney Lake, Washington 98391**.

1. **Engagement.** **Bonney Lake** agrees to engage the services of ATB Services to provide the false alarm tracking and billing functions to support the enforcement of **Bonney Lake's** False Alarm ordinance, Bonney Lake Municipal Code Chapter 8.48.

2. **Term.** The term of this Agreement shall commence on **March 1, 2011** and shall expire on **February 28, 2013**, provided that the parties may mutually agree to extend the Agreement for additional two-year terms. At any time, **Bonney Lake** can cancel the contract with ATB Services after providing 90 days advance written notice.

3. **Services.** ATB Services shall, subject to the general direction and approval of Bonney Lake, provide the following services:

- A. **Alarm Permits.** ATB Services shall be responsible for administering the alarm permit requirements of BLMC 8.48.030. To this end, the City authorizes ATB Services to have direct communication with local alarm service companies and local alarm service users on behalf of the City. ATB Services shall maintain a record of all persons within the City that have alarm services. ATB Services shall be responsible for issuing permits to all known, existing alarm service users in **Bonney Lake**. ATB Services shall collect and process new alarm permit applications and issue permits for same. ATB Services shall communicate to each alarm installation or monitoring company serving any customers within the Bonney Lake city limits the requirements of the City's False Alarm ordinance, and shall use its best efforts to secure the cooperation of these companies with the False Alarm ordinance. ATB Services will remind alarm permit holders annually that permits are subject to annual renewal and that the renewal fee is due. ATB Services will give such notice at least 45 days in advance of the permits' expiration dates.
- B. **Alarm Tracking.** Each month or twice a month, **Bonney Lake** Police Department shall provide to ATB Services a log of false alarms. ATB Services shall keep a record of the number of false alarms for each person.

- C. **Alarm Billing.** ATB Services shall issue false alarm fees in accordance with Bonney Lake Municipal Code § 8.48.070. ATB Services shall issue reminder letters for all fees that are more than 30 days past due.
- D. **Citizen Customer Support.** ATB Services shall provide telephone support for all citizen inquiries related to permitting, billing, and questions about **Bonney Lake's** False Alarm program. Telephone customer support for the citizens of Bonney Lake will be provided Monday through Friday 8:00 am to 5:00 pm Pacific time except on government holidays. ATB Services shall provide customer support in English and Spanish. ATB Services shall provide a toll free number for the citizens of **Bonney Lake** to call for inquiries and support. ATB Services shall publish the toll free support number on all warning letters, alarm brochures, billings, and alarm permit notices. ATB Services shall provide alarm users with online information about their individual accounts and additional educational material about how to reduce false alarms. ATB Services shall also develop a false alarm brochure specifically for **Bonney Lake** and send it out with all new permits, warning letters and billings. ATB Services shall provide **Bonney Lake** with its standard online alarm school to help educate the citizens and businesses of **Bonney Lake** about the issues of false alarms. ATB Services shall, subject to the approval of the **Bonney Lake** Finance Director, develop all letters, permits, fee statements, warning letters and correspondence to be used in conjunction with this Agreement.
- E. **Reporting.** ATB Services shall provide to **Bonney Lake** on a monthly basis; reports of its services, including alarm permit fee issuance, permit status, billings issued for false alarms, fees collected by ATB Services and all unpaid fees. Report information will also be provided promptly to **Bonney Lake** on a requested basis.
- F. **Remittance Processing.** Bonney Lake shall be provided two remittance options in which to make a selection. The first one, ATB Services shall state on the billing statements it sends to citizens that fees shall be sent directly to the Bonney Lake Finance Department. ATB Services shall advise citizens that all correspondence not including fees shall be mailed to ATB Services. ATB Services shall provide the City with a copy of all correspondence upon request, and shall promptly advise the City if any correspondence raises issues requiring city attention.

The second remittance option is that all remittance correspondence shall be mailed to ATB Services processing center in Colorado

Springs, Colorado for depositing, posting, and any additional processing.

The citizens of **Bonney Lake** will be given the option to pay their fees online with a credit card or electronic check. ATB Services will create and maintain a web site for the citizens of **Bonney Lake** to make credit card or electronic check payments. The citizens of **Bonney Lake** will be charged an agreed upon convenience fee for making credit card or electronic check payments and this convenience fee will be charged on the credit card or bank account number used for payment.

- G. **Training.** ATB Services will provide to the City of Bonney Lake Police Communications on site training within the first six months of the effective date of this contract, on how to use Enhanced Call Verification procedures as defined in accordance with Bonney Lake Municipal Code § 8.48.
- H. **Consulting.** ATB Services will provide the City of Bonney Lake consulting services as needed and requested by the City of Bonney Lake to ensure that the City is using best methods and techniques to reduce false alarms and to recover the costs for response and managing the program.
- I. **Compensation.** ATB Services shall invoice **Bonney Lake** at the end of each month for the processing fees set forth in this subparagraph I. **Bonney Lake** shall have 30 days from the date of receipt of the invoice to make payment. All invoices from ATB Services shall be accompanied by a detailed statement, in a form acceptable to **Bonney Lake**, containing sufficient information to identify the basis for the payment. ATB Services shall receive for its services hereunder the following compensation:

ATB Services' compensation is a portion of the fees paid. ATB Services fee is the following:

1. \$20 of all paid permit fees
2. \$20 of all paid late fees

Pursuant to Revised Code of Washington (RCW) 19.16.500, if an alarm user fails to pay their fees after 120 days, ATB Services will send their fines and information to a certified bad debt collection agency, after advising the user in writing that failure to pay will result

in referral to a collection agency. Fees for bad debt if collected through ATB Services' collection agency are the following:

- 1) 33% of fees collected
- 2) If bad debt is collected through the courts the fee is 50%

All bad debt collections fees are in addition to ATB Services compensation set in this contract..

4. **Expenses.** ATB Services shall be solely responsible for all of its expenses in performing its services under this Agreement.
5. **Indemnity.** ATB Services shall defend and indemnify the City of Bonney Lake and hold it harmless for all claims arising from ATB Services' performance of the Services, except to the extent caused by the negligence of Bonney Lake or its employees or agents. ATB Services shall procure and maintain throughout the Term a Fidelity Bond from a surety company in an amount not less than \$10,000.00 per occurrence and in an acceptable form and containing provisions acceptable to the City Attorney, as well as commercial general liability insurance in the amount not less than \$100,000.00 per occurrence.
6. **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been give when mailed at any general or branch United States Post Office enclosed in a certified postpaid envelope and addressed to the party stated below:

To ATB Services Company, LLC  
2930 Austin Bluffs Parkway, Suite 301  
Colorado Springs, Colorado 80918

To City of Bonney Lake  
19306 Bonney Lake Blvd.  
Bonney Lake, Washington 98391

Any notice of change of address shall only be effective, however, when received.

7. **Successors and assigns.** This Agreement shall inure to the benefit of and be binding upon ATB Services, the **City of Bonney Lake**, its successors and assigns.
8. **Applicable law.** This Agreement shall be governed by the laws of the State of Washington without giving effects to the principles of conflicts of law. All legal issues shall be resolved by the courts of the State of Washington.

9. **Other agreements.** This Agreement supersedes all prior understandings and agreements between the parties. It may not be amended orally, but only by writing signed by the parties hereto.
10. **Non-waiver.** Delay or failure by either party in exercising any right under the Agreement shall not constitute a waiver of that or any other right.
11. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
13. **Confidentiality.** The database of information of registered alarm users and false alarms maintained by ATB Services shall remain at all times the property of **Bonney Lake**. ATB services shall not disclose any information collected in connection with this agreement to anyone other than its employees. ATB Services shall notify its employees who are given access to this information that they have an obligation not to disclose or use this information except for in the performance of services under this contract. ATB Services shall use all reasonable security measures to safeguard this information.

ATB Services Company, LLC

Bonney Lake, Washington

By: \_\_\_\_\_  
Michael G. Zelesnik, Manager

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

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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 22 February 2011	<b>Agenda Bill Number:</b> AB11-17
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2098	<b>Councilmember Sponsor:</b> James Rackley

**Agenda Subject:** Award Reimbursable Agreement to WSDOT for the Eastown Lift Station Real Estate Services.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Reimbursable Agreement To WSDOT For The Eastown Lift Station Real Estate Services.

**Administrative Recommendation:**

**Background Summary:** The City of Bonney Lake is designing the Eastown Lift Station on land currently owned by the State of Washington. The State is willing to sell a portion of this parcel to the city for future Eastown Lift Station site. This contract will allow the State to bill the city for it's services during the tranfer process.

**Attachments:** Resolution, Agreement, Map

**BUDGET INFORMATION**

Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$1,500,000	\$1,500,000	\$10,000	\$1,490,000

**Budget Explanation:** 402.022.035.594.35.63.05

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	Community Development	<i>Approvals:</i>			
	Date: 8 February 2011	Chair/Councilmember	James Rackley	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	<del>Randy McKibbin</del>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Donn Lewis	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Forward to:</b>		<b>Consent</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<b>Agenda:</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 22 February 2011	Tabled to Date:

**APPROVALS**

<b>Director:</b> Dan Grigsby	<b>Mayor:</b> Neil Johnson	<b>Date Reviewed</b> <b>by City Attorney:</b> (if applicable):
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## RESOLUTION NO. 2098

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR REAL ESTATE SERVICES.**

**Whereas**, the City has approved a budget in 2010 Sewer CIP budget: to address the Eastown ULA, Lift Station, Pressure Line, and Lift Station Upgrade”; and

**Whereas**, the City has directed the Public Works Department to take the lead on the development of implementation of sewer in the Eastown sewer basin requiring the lift station;

**Whereas**, the City by Resolution 2058 authorized the design contract for the Eastown Lift Station as well as other appurtenances related to providing sewer to the Eastown basin; and

**Now therefore, be it resolved;** that the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the reimbursement agreement with WSDOT for the transfer of land for the Eastown properties.

**PASSED by the City Council this 22nd day of February, 2011.**

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Mayor Neil Johnson, Jr.

AUTHENTICATED:

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Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

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James J. Dionne, City Attorney

<b>Region Level Reimbursable Agreement: Real Estate Services Review and Approval</b>	Local Agency Name City of Bonney Lake	
	Local Agency Billing Address PO Box 7380 Bonney Lake, WA 98391-0944	
	Email woodcockj@ci.bonney-lake.wa.us	
	Contact Name John Woodcock	Contact Phone No. 253-447-4336
Agreement Number <b>J</b>		Federal Tax ID No. 91-075-3552
Project Title Real Estate Reviews		Reciprocal Overhead Agreement No.
Estimated Costs Note: WSDOT administrative charges will be charged as appropriate. N/A - open Agreement		
Description of work Real estate reviews, preparation and documents for disposal(s) and/or lease(s) of Washington State Department of Transportation land to the City of Bonney Lake.		

This AGREEMENT is made and entered into by and between the Washington State Department of Transportation, hereinafter the "WSDOT," and the above named "LOCAL AGENCY,"

Whereas, the LOCAL AGENCY has a desire to purchase or lease WSDOT owned property, hereinafter the "Project",

Whereas, in anticipation of the future need to cover our costs for reviewing and commenting on your request, site inspections of the property being requested, revising right of way plans, creating a legal description and preparing conveyance documents for eventual signing and recording.

WHEREAS, the LOCAL AGENCY is responsible for the costs associated with the review and/or approval of Project documents,

NOW THEREFORE, pursuant to RCW 47.28.140 it is mutually agreed between the parties hereto as follows:

**1. GENERAL**

1.1 WSDOT agrees to prepare, review and/or approve right of way and/or other project documents, in support of the LOCAL AGENCY'S Project.

**2.0 PAYMENT**

2.1 The LOCAL AGENCY agrees to reimburse WSDOT for the actual direct and related indirect costs associated with the preparing, review and/or approval of right of way plans or other Project documents, associated with the LOCAL AGENCY's Project, provided that the Parties have a reciprocal agreement in place effective as of the date of this agreement.

2.2 If the Parties do not have a reciprocal overhead agreement in place effective as of the date of this Agreement, the LOCAL AGENCY agrees to reimburse WSDOT for the actual direct and related indirect costs, and WSDOT's overhead rate, associated with the preparing, review and/or approval of right of way or other Project documents submitted by the LOCAL AGENCY for the Project.

2.3 The LOCAL AGENCY agrees to make payment within thirty (30) days from receipt of an invoice from WSDOT. If payment is not received within thirty (30) days, the LOCAL AGENCY will pay interest in accordance with RCW 43.17.240.

### **3. INCREASE IN COST**

3.1 The parties agree that the estimated cost of the work may be exceeded by up to twenty-five (25) percent. In the event costs exceed the estimated cost by more than twenty-five (25) percent the parties agree to modify the estimated cost of work by written amendment, signed by both parties.

### **4. ASSIGNMENT**

4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.

### **5. INDEMNIFICATION**

5.1 The LOCAL AGENCY shall protect, defend, indemnify, and hold harmless WSDOT, its officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims or judgments resulting from WSDOT's review and/or approval of the LOCAL AGENCY Project documents pursuant to the provisions of this Agreement. The LOCAL AGENCY will not be required to indemnify, defend, or save harmless WSDOT if the claim, suit or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of WSDOT. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided here in shall be valid and enforceable only to the extent of each Party's own negligence.

5.2 This indemnification will survive the termination or expiration of this Agreement.

### **6. AMENDMENT**

6.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

### **7.0 TERMINATION**

7.1 Either Party may terminate this Agreement by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. The LOCAL AGENCY shall reimburse WSDOT for all charges up to the date of termination.

### **8. DISPUTES**

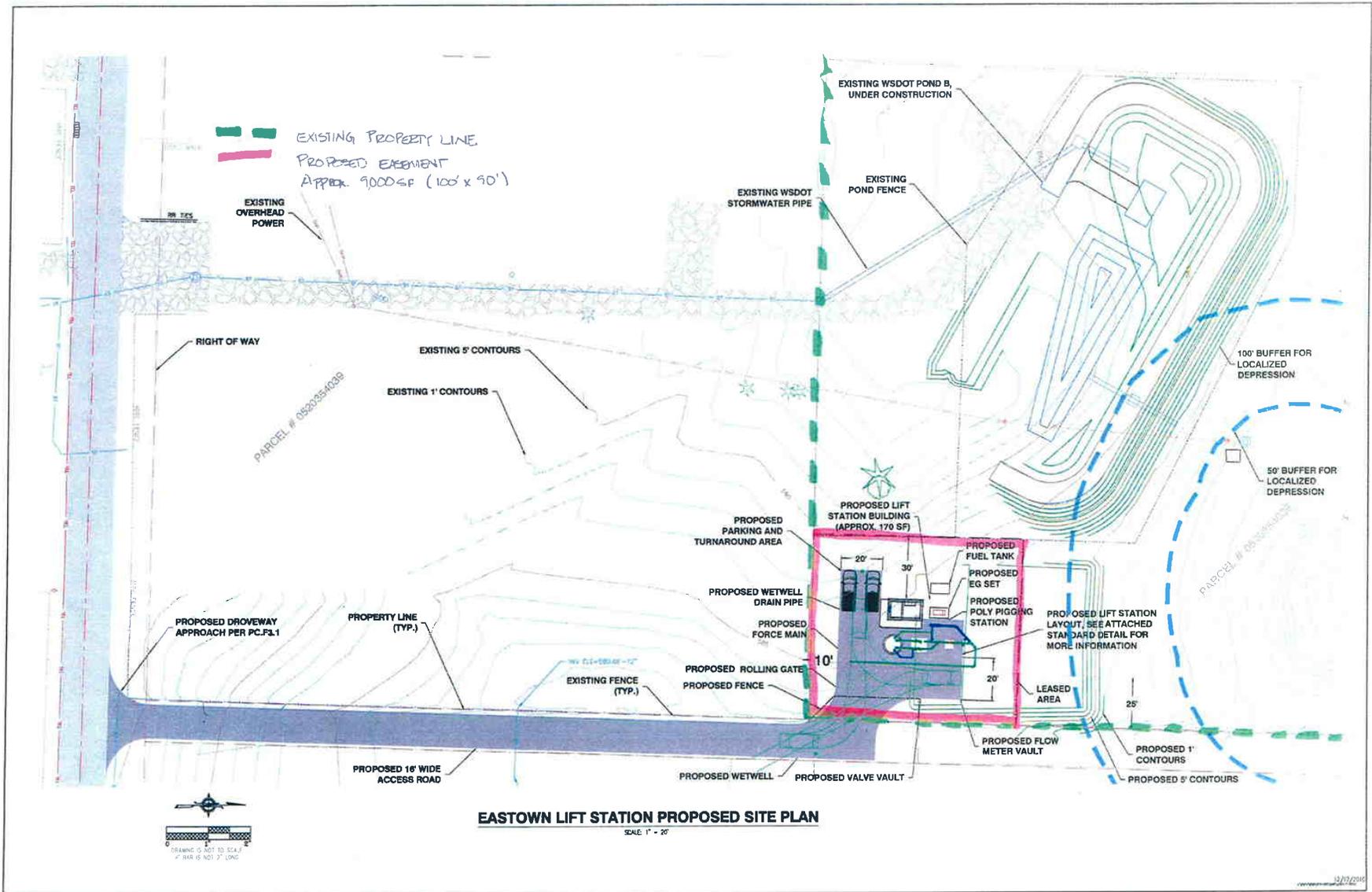
8.1 In the event that a dispute arises under this Agreement which cannot be resolved between the Parties, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The

dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys fees.

8.2 The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County, Washington Superior Court

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year last written below.

LOCAL AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature:	Signature:
Printed: Neil Johnson	Printed: Mark Ellis
Title: Mayor	Title: Real Estate Services Manager
Date:	Date:



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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 22 February 2011	<b>Agenda Bill Number:</b> AB11-18
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2099	<b>Councilmember Sponsor:</b> James Rackley

**Agenda Subject:** Award Contract to Cascade Right-of-Way Services, LLC for the East Town Lift Station Real Estate Services.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Award The Contract To Cascade Right-Of-Way Services, LLC For The East Town Lift Station Real Estate Services..

**Administrative Recommendation:**

**Background Summary:** The City of Bonney Lake is designing the Eastown Lift Station on land currently owned by the State of Washington. The State is willing to sell a portion of this parcel to the city for future Eastown Lift Station site. This contract will produce the background material to assess the value of the land on a square foot value to purchase the land from the State.  
**Attachments:** Resolution, Agreement, Map

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$1,500,000	\$1,490,000	\$5,205	\$1,484,795
<b>Budget Explanation:</b> 402.022.035.594.35.63.05			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	Community Development Date: 8 February 2011	<i>Approvals:</i> Chair/Councilmember James Rackley Councilmember <del>Randy McKibbin</del> Councilmember <del>Donn Lewis</del>	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 22 February 2011	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b> Dan Grigsby 	<b>Mayor:</b> Neil Johnson	<b>Date Reviewed by City Attorney:</b> (if applicable):

## RESOLUTION NO. 2099

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CASCADE RIGHT OF WAY SERVICES LLD FOR REAL ESTATE SERVICES.**

**Whereas**, the City has approved a budget in 2010 Sewer CIP budget: to address the Eastown Lift Station, and

**Whereas**, the City has directed the Public Works Department to take the lead on the development of implementation of sewer in the Eastown sewer basin requiring the lift station;

**Whereas**, the City by Resolution 2058 authorized the design contract for the Eastown Lift Station as well as other appurtenances related to providing sewer to the Eastown basin; and

**Whereas**, WSDOT requires an appraisal of the land for transfer from the State owned parcel where the future Eastown Lift Station will reside to the city, and

**Now therefore, be it resolved**; that the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract to Cascade Right-of-Way Services, LLC for the land appraisal for the amount of \$5,205.00.

**PASSED by the City Council this 22nd day of February, 2011.**

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Mayor Neil Johnson, Jr.

AUTHENTICATED:

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Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

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James J. Dionne, City Attorney

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Bonney Lake ("City") and Cascade Right-of-Way Services, LLC ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

### **Insurance**

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

#### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

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

4. Professional Liability insurance appropriate to the Consultant's profession.

#### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

#### **C. Other Insurance Provisions**

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

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

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

#### **D. Acceptability of Insurers**

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

#### **E. Verification of Coverage**

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

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

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

**Attachments:**

- Exhibit A: Scope of Work/Deliverables/Fee
- Exhibit B: Rates

## EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City:

### **East Town Lift Station Real Estate Services**

January 19, 2011

The City of Bonney Lake is proposing to build a new sewer lift station commonly known as the East Town Lift Station upon a portion of Pierce County Assessor's parcel # 0520354038 owned by the Washington State Department of Transportation (WSDOT). Per the current plans, the proposed acquisition will not impact the design of WSDOT's drainage facilities, and access to the proposed acquisition has already been obtained from a neighboring parcel.

In an effort to accomplish this partial acquisition, Cascade Right-of-Way Services will provide the following:

#### **Task 1**

Cascade Right-of-Way Services will provide appraisal services to the City of Bonney Lake by contracting with Appraisal Solutions Northwest (appraisal) to provide the following:

#### **Task 2**

Appraisal Solutions Northwest will prepare a Narrative Summary Appraisal Report for the purpose of estimating the Fair Market Value of the real estate identified by the attached drawing dated 12/17/2010. Said appraisal will be prepared based on the proposed acquisition being an easement for permanent structures.

All appraisal functions will be performed to the limit of the authority set forth in the title report and project maps to be provided by the City of Bonney Lake. The appraisal will be reported in accordance with the Code of Professional Ethics and subject to the requirements of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP). The appraiser is certified as a general real estate appraiser through the State of Washington and is on WSDOT's approved appraiser list.

#### **Assumptions**

The City of Bonney Lake will provide the title report and maps for the subject valuation within two (2) weeks of notice to proceed.

Said appraisal will be completed within six (6) weeks of notice to proceed.

### **End of Scope of Work**

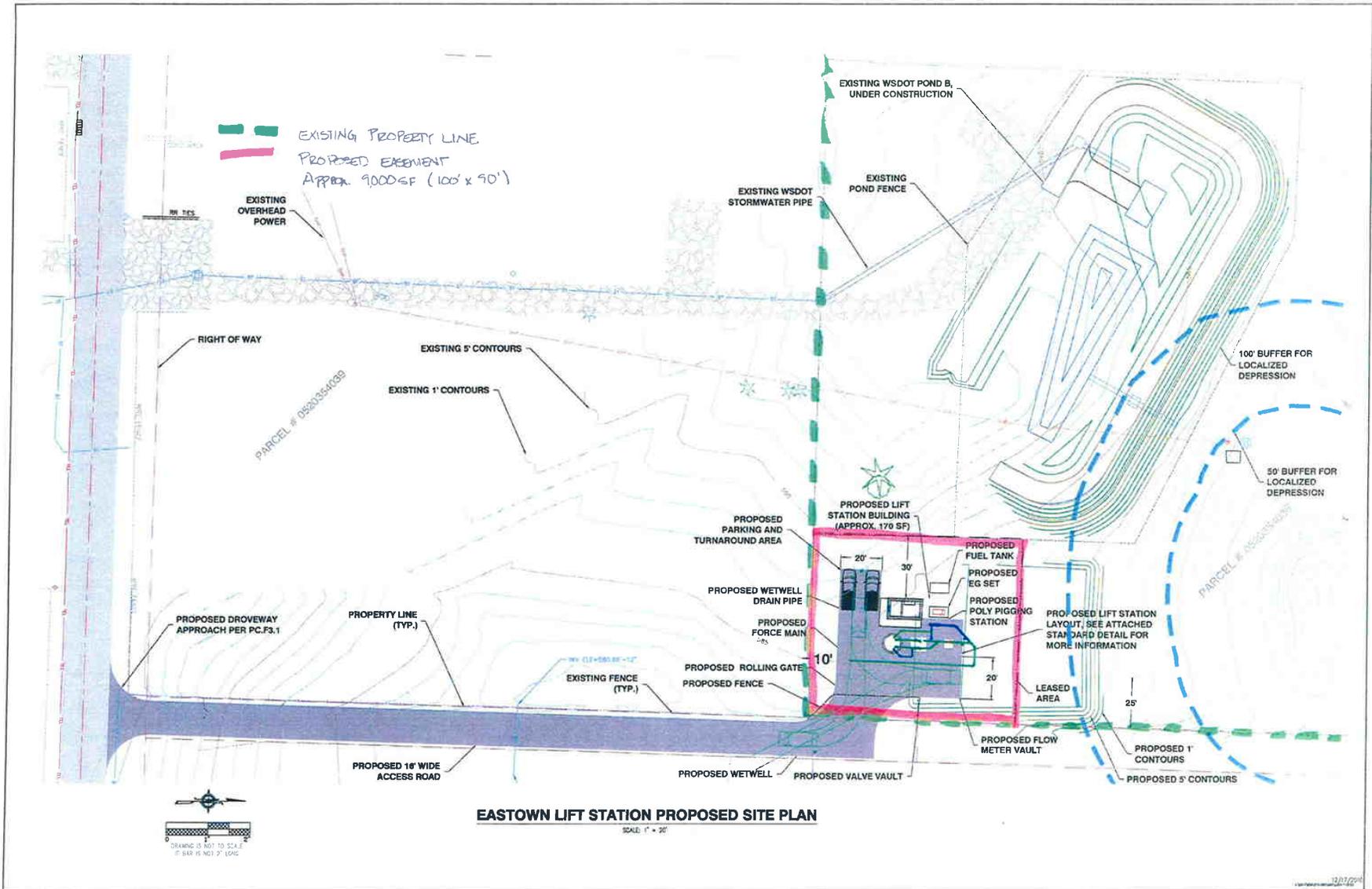
EXHIBIT B: RATES

**Consultant Fee Determination – Man-Hour Sheet  
(Specific Rates of Pay)  
Fee Schedule**

<b>PROJECT NAME: CITY OF BONNEY LAKE EAST TOWN LIFT STATION RIGHT-OF-WAY SERVICES</b>		<b>Project Manager</b>
<b>TASK #</b>		
<b>1</b>	<b>Appraisal Coordination</b>	
	Contracting and coordination of subconsultant	3
<b>2</b>	<b>Appraisal</b>	
	To be performed by Appraisal Solutions Northwest, LLC	
	<b>HOURS PER DISCIPLINE</b>	<b>3</b>

**Consultant Fee Determination - Summary Sheet  
(Specific Rates of Pay)  
Fee Schedule**

<b>NEGOTIATED HOURLY RATE (NHR):</b>					
<u>Classification</u>	<u>Man Hours</u>	<u>x</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
Project Manager	3	x	\$85.00	=	\$255.00
<b>Total Hours =</b>	<b>3</b>				<b>Total NHR =</b> \$255.00
<b>REIMBURSABLES:</b>					
MILEAGE @	0	x	0.50	=	\$0
MISC. EXPENSE	0			=	\$0
			SUB TOTAL		\$0
<b>SUBCONSULTANT COST:</b>					
Appraisal Solutions Northwest, LLC @	\$4,500.00	x	1.10	=	\$4,950.00
		x			
			SUB TOTAL		\$4,950.00
<b>MANAGEMENT RESERVE FUND</b>					
SUB TOTAL	\$5,205.00	x	0%	=	\$0.00
<b>TOTAL</b>				<b>=</b>	<b>\$5,205.00</b>



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

<b>Department/Staff Contact:</b> Community Services / Gary Leaf	<b>Meeting/Workshop Date:</b> 22 February 2011	<b>Agenda Bill Number:</b> AB11-30
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2105	<b>Councilmember Sponsor:</b> N/A

**Agenda Subject:** Community Garden

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

**Administrative Recommendation:** Approve

**Background Summary:** In 2010 Bonney Lake Community Resources managed Bonney Lake's first community garden on behalf of the City of Bonney Lake on city-owned downtown property. By any known measure it was a success. Staff recommends renewing this agreement for 2011. The City's expenditures this year will be approximately \$2,000 for irrigation and up to \$500 for supplies for a poster contest that will promote the community garden and serve as a vehicle for donations to the garden. As with last year, there will be no fee associated with community members to want a plot. There will be at least 44 general community plots and an additional 6 plots earmarked for seniors/disabled persons and 2 plots for the Boney Lake Senior Center. Voluntary donations will be accepted.

**Attachments:** Yes

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
2,500.00	-0-	2,500.00	-0-
<b>Budget Explanation:</b> Irrigation included under utilities in Facilities budget; poster contest supplies included in Community Services budget			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	<i>Approvals:</i>		<b>Yes No</b>
Date:	Chair/Councilmember NAME		<input type="checkbox"/> <input type="checkbox"/>
	Councilmember NAME		<input type="checkbox"/> <input type="checkbox"/>
	Councilmember NAME		<input type="checkbox"/> <input type="checkbox"/>
Forward to:	<b>Consent</b>		
	<b>Agenda:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s): 2/1/11	Public Hearing Date(s):
Meeting Date(s): 2/22/11	Tabled to Date:

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

**RESOLUTION NO. 2105**

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

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

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

WHEREAS, Bonney Lake Community Resources is willing to operate such community garden in 2011 on the same terms and conditions as 2010;

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

**PASSED BY THE CITY COUNCIL this 22<sup>nd</sup> day of February, 2011.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

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

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

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

**I. Grant, Term, and Operation of Concession**

**1.1** The City, acting pursuant to its vested authority, grants to BLCR, for the term and upon the conditions and provisions hereafter specified the right and privilege to operate and maintain a community garden on City property located at 18417-18429 89<sup>th</sup> Street East. This grant is expressly conditioned on operation of a community garden that is consistent with and in furtherance of the public's use.

**1.2** The term of this agreement shall be from **January 1, 2011** , to **December 31, 2011**.

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

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

volunteers will not be under the control or supervision of Bonney Lake, or its employees, agents or volunteers.

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

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

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

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

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

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

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

## **II. Non-Discrimination Policy**

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

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

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

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

## **III Termination by City**

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

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

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

#### **IV. Termination by BLCR**

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

#### **V. No Assignment**

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

#### **VI. Interpretive Provisions**

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

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

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

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

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

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

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

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

ATTEST:

CITY OF BONNEY LAKE

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

\_\_\_\_\_  
Neil Johnson Jr.  
Mayor

APPROVED AS TO FORM:

BLCR

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

\_\_\_\_\_  
CEO

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

<b>Department/Staff Contact:</b> Executive / Don Morrison	<b>Meeting/Workshop Date:</b> 22 February 2011	<b>Agenda Bill Number:</b> AB11-31
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2106	<b>Councilmember Sponsor:</b>

**Agenda Subject:** Hazard Mitigation Plan Update

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting An Updated Hazard Mitigation Plan For The City.

**Administrative Recommendation:** Approve

**Background Summary:** The City of Bonney Lake adopted its first Hazard Mitigation Plan in 2004 by Resolution 1347. This made the City eligible for FEMA grants for hazard mitigation. Now, cities must also have an approved Hazard Mitigation Plan in order to receive for FEMA Disaster funds. During 2010, the City participated with other East Pierce cities, EPFR, and the Pierce County Department of Emergency Management in the development of an updated Hazard Mitigation Plan. The Hazard Mitigation Plan is completed and ready for adoption by the City of Bonney Lake. It must be adopted by the City Council before it is sent to FEMA for final approval. Thus, the document is still technically a draft although the state has approved it, and we have been told that FEMA approval will be a formality. The entire plan is 139 pages. To save printing expense, the Finance Committee suggested that the entire plan not be printed, but made available electronically. It can be viewed in its entirety on the City's website at: [http://www.ci.bonney-lake.wa.us/section\\_community/public\\_safety/emergency\\_preparedness.shtml](http://www.ci.bonney-lake.wa.us/section_community/public_safety/emergency_preparedness.shtml)

**Attachments:** Resolution No. 2106; Hazard Mitigation Plan (Summary)

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b> NA			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 8 February 2011	<i>Approvals:</i> Chair/Councilmember Swatman Councilmember Rackley Councilmember Hamilton	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;"><b>Yes</b></td> <td style="text-align: left;"><b>No</b></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Yes</b>	<b>No</b>										
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<input checked="" type="checkbox"/>	<input type="checkbox"/>										
	Forward to: Workshop	<b>Consent</b>									
		<b>Agenda:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s): February 15, 2011	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed</b> <b>by City Attorney:</b> (if applicable):

**RESOLUTION NO. 2106**

**A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADOPTING AN UPDATED HAZARD MITIGATION PLAN FOR THE CITY OF BONNEY LAKE.**

**WHEREAS**, the City of Bonney Lake adopted its first Hazard Mitigation Plan in 2004 by Resolution 1347; and

**WHEREAS**, the City of Bonney Lake has participated with the Pierce County Department of Emergency Management in the development of an updated Hazard Mitigation Plan; and

**WHEREAS**, the Federal Emergency Management Agency has mandated that all local and state governmental entities develop and submit for approval a Hazard Mitigation Plan to address pre-disaster planning issues; and

**WHEREAS**, the Hazard Mitigation Plan is completed and ready for adoption by the City of Bonney Lake; and

**WHEREAS**, the Hazard Mitigation Plan has been submitted and approved by the State Emergency Management Division and the Federal Emergency Management Agency; and

**WHEREAS**, the Bonney Lake City Council reviewed the Hazard Mitigation Plan preparation process in a Council Workshop on June 15, 2010; and

**WHEREAS**, the City of Bonney Lake could risk not receiving future disaster funding if the Hazard Mitigation Plan is not adopted;

**NOW THEREFORE**, the City Council of the City of Bonney Lake, Washington hereby resolves as follows:

**Section 1.** That the Hazard Mitigation Plan, attached hereto as Exhibit "A" and incorporated herein as if fully set forth, is hereby adopted.

**Section 2.** This Resolution shall be in full force and effect upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL** this 22<sup>nd</sup> day of February, 2011.

---

Neil Johnson, Jr., Mayor

ATTEST:

---

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

---

James J. Dionne, City Attorney



**CITY OF BONNEY LAKE ADDENDUM  
REGION 5 HAZARD MITIGATION PLAN  
2010-2015 EDITION**

**Prepared for:**

City of Bonney Lake  
19306 Bonney Lake Blvd.  
Bonney Lake, WA 98391

*In Cooperation with:*

Pierce County Department of Emergency Management  
2501 S. 38<sup>th</sup> Street, Suite D  
Tacoma, WA 98409

# REGION 5 HAZARD MITIGATION PLAN CITY OF BONNEY LAKE ADDENDUM

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## SECTION 1

# REGION 5 HAZARD MITIGATION PLAN CITY OF BONNEY LAKE PLAN PROCESS SECTION

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DRAFT

## Changes To Jurisdiction Plan in this Document

This Addendum to the Region 5 Hazard Mitigation Plan includes the following changes that are documented as a result of a complete review and update of the existing plan for the City of Bonney Lake. The purpose of the following change matrix is to advise the reader of these changes updating this plan from the original document approved in November 2004.

The purpose for the changes is three-fold: 1) the Federal Law (Code of Federal Regulations (CFR), Title 44, Part 201.4) pertaining to Mitigation Planning has changed since the original Plan was undertaken; 2) this Plan will be an Addendum to the 2008 comprehensive and FEMA approved Region 5 Hazard Mitigation Plan and 3) the Local Mitigation Planning Requirements of the Disaster Mitigation Act of 2000 201.6 (d) (3) Plan Review states Plans **must** be reviewed, revised if appropriate, and resubmitted for approval within five years in order to continue to be eligible for HMGP project grant funding. This document when completed and approved will become an additional Addendum to the other jurisdictions encompassed in the 2008 approved Region 5 Hazard Mitigation Plan.

### Change Matrix

This Matrix of Changes documents the pertinent changes made from the November 2004 City of Bonney Lake Hazard Mitigation Plan to the 2010 Region 5 Hazard Mitigation Plan-Phase III Updates. The November 2004 plan was facilitated by Pierce County Department of Emergency Management. Most of the changes are a matter of additional detail, more information provided and reformatting to the current Pierce County DEM format. This 2010 version represents a complete review and update by Pierce County Department of Emergency Management using a detailed process for development and following an established format.

**Table 1-1 Change Matrix**

<b>Section 1 – Plan Development, Process Section</b>	
<b>Section or Part of Plan</b>	<b>New in 2010 Plan</b>
Section 1 – Process Section	Section 1 – Process Section
The original document was part of a Multi-Jurisdictional Plan for four jurisdictions: City of Bonney Lake, City of Sumner, East Pierce Fire & Rescue and Sumner School District.	This new group of plans is broken down into four different Addenda to the Region 5 Plan. You will now find separate sections for all four of the prior jurisdictions.
	Pierce County DEM wrote this original plan in 2004 so the format is very similar with only slight changes in the way the plan sections are completed.
	The 2010 Process Section contains this Change Matrix Table.

Section 1 – Plan Development, Process Section (Continued)	
	The 2010 Process Section contains a Mitigation Measure Matrix that reviews all the prior Mitigation Measures and shows those complete, those still viable and those no longer retained for further action.

Section 2 – Participating Jurisdiction Profiles		
Section or Part of Plan	Previous	2010 Plan
Section 2 – Profile	The prior Profile Section was written using an older style and so included much more narrative.	The current Profile for City of Bonney Lake follows the format we are using now for new plans.
	The old Profile included: History, Geography, Geology, Climate, Population, Economy and Transportation.	Some of the old categories are now located in the Risk Section or re-titled in the current plan which includes: Mission, Services Summary, Geo-Political, Population, Infrastructure, Economy and Resources.

Section 3 – Capability Identification		
Section or Part of Plan	Previous	2010 Plan
Section 3 – Capability	The Hazard Identification Summary has been expanded and moved to the Risk Section.	Hazard Identification is in the Risk Section.
	The Capability Tables shown in the prior plan are now in a different format.	Capability Identification uses new tables to show Capabilities in all categories as discussed in this document.

Section 4 – Vulnerability, Risk Analysis	
Section or Part of Plan	2010 Plan
The previous version of the plan contained one section for all four jurisdictions using charts and graphs to depict risk and vulnerability.	The new version of this plan uses the Hazard Summary Table, Specific Risk Maps for each Flood, Lahar, Seismic and Landslide, a spatial analysis per hazard for Area, Population, and Infrastructure and a Consequence Analysis.

<b>Section 5 – Mitigation Strategy</b>	
<b>Section or Part of Plan</b>	<b>2010 Plan</b>
The previous document contained a Mitigation Measure Matrix chart followed by written descriptions of each individual measure.	The new document uses the same format as the original plan with very little change. New measures have been added to both the Matrix and the individual measure descriptions. Measures completed in the past five years have been deleted.

<b>Section 6 – Infrastructure</b>	
<b>Section or Part of Plan</b>	<b>2010 Plan</b>
The previous plan used individual tables for each piece of Critical Infrastructure identified by the jurisdiction.	The current method of identifying infrastructure includes a full table with the detail on each piece of infrastructure (all infrastructures as opposed to just critical infrastructure) as well as summary information on hazards and dependencies in the jurisdiction.

<b>Section 7 – Plan Maintenance</b>	
<b>Section or Part of Plan</b>	<b>2010 Plan</b>
The original Plan Maintenance for the City of Bonney Lake was very similar in format to the newer version for 2010.	The 2010 version of the Plan Maintenance borrows from the format and content of the original; however the entire document has been reviewed and updated to current information.

<b>Section 8 – Other Changes</b>	
<b>Section or Part of Plan</b>	<b>2010 Plan</b>
The original document contained four Appendices in combined form for all four represented jurisdictions.	The 2010 City of Bonney Lake Plan contains three Appendices including place for the final resolution and approval letter from FEMA and also the team members for City of Bonney Lake and a chart for any changes. The Acronym list appears in the Base Plan for the entire project.

## Plan Process

The Region 5 Hazard Mitigation Plan Process Section is a discussion of the planning process used to develop the Region 5 Hazard Mitigation Plan (Pierce County is Region 5 for Homeland Security (HLS) in Washington State), including how the process was prepared, who aided in the process, and the public involvement.

The Plan is developed around all major components identified in 44 CFR 201.6, including:

- **Public Involvement Process;**
- **Jurisdiction Profile;**
- **Capability Identification;**
- **Risk Assessment;**
- **Mitigation Strategy;**
- **Infrastructure Section; and,**
- **Plan Maintenance Procedure.**

Below is a summary of those elements and the processes involved in their development.

### Public Involvement Process

Public participation is a key component to strategic planning processes. Citizen participation offers citizens the chance to voice their ideas, interests, and opinions.

“Involving stakeholders who are not part of the core team in all stages of the process will introduce the planning team to different points of view about the needs of the community. It will also provide opportunities to educate the public about hazard mitigation, the planning process, and findings, and could be used to generate support for the mitigation plan.”<sup>1</sup>

In order to accomplish this goal and to ensure that the final Region 5 Hazard Mitigation Plan is comprehensive, the planning team in conjunction with Pierce County Department of Emergency Management developed a public participation process of three components:

1. A Planning Team comprised of knowledgeable individual representatives of HLS Region 5 area and its hazards;
2. Hazard Meetings to target the specialized knowledge of individuals working with populations or areas at risk from all hazards; and
3. Public meetings to identify common concerns and ideas regarding hazard mitigation and to discuss specific goals, objectives and measures of the mitigation plan.

This section discusses each of these components in further detail below with public participation outlined in each. Integrating public participation into the development of the Region 5 Hazard Mitigation Plan has helped to ensure an accurate depiction of the Region’s risks, vulnerabilities, and mitigation priorities.

## Planning Team

The individual Region 5 Hazards Mitigation Planning Team members have an understanding of the portion of Pierce County containing their specific jurisdiction, including how residents, businesses, infrastructure, and the environment may be affected by all hazard events. The members are experienced in past and present mitigation activities, and represent those entities through which many of the mitigation measures would be implemented. The Planning Team guided the development of the Plan, assisted in developing goals and measures, identified stakeholders, and shared local expertise to create a more comprehensive plan. They are as follows:

**Table 1-2 Planning Team**

NAME	TITLE	JURISDICTION-DEPARTMENT
Scott Fielding	Building Inspector II, Community Development	City of Bonney Lake
Karen Yates	Mayor of Roy	City of Roy
Ryan Windish, AICP	Planning Manager, Community Development	City of Sumner
Dave Wakefield	Assistant Fire Chief	East Pierce Fire District #22
Jim Jaques	Assistant Fire Chief	East Pierce Fire District #22
Andy McAfee	Fire Chief	Riverside Fire District #14
Skip Simmons	Firefighter	South Pierce Fire District #17
Firgrove Mutual Water Co.	Water Quality Technician	Firgrove Mutual Water Company
Scott Young	Loss Control Specialist	Clover Park School District
Cheryl Collins	Risk Manager	Sumner School District
Craig Spencer	Assistant Superintendent	Sumner School District
Diane Schurr	Program Coordinator	Pierce County DEM
Louis Dooley	Program Coordinator	Pierce County DEM
Debbie Bailey	Community Program Educator/GIS Specialist	Pierce County DEM-Training, Exercise & Education

## Planning Team Meetings

The Planning Team held six Planning Team Meetings from November 18, 2009 to June, 2010. Each meeting presented an opportunity for discussion, review, and evaluation of the Plan among the Planning Team members. Planning Team Members Diane Schurr and Louis Dooley coordinated the meetings. Table 1-3 documents these meetings including name, date, place and description of each meeting.

**Table 1-3 Planning Team Meetings**

<b>Planning Team Kickoff Meeting - Pierce County Emergency Operations Center</b>	
November 18, 2009	Phase III - Updates
<p>This was the initial kick-off meeting for this new planning project. The intent of this group for the next seven months is to review their existing Mitigation plans, make any changes, add any new information, and submit a completely revised and updated plan to the proper Elected Officials for re-Adoption mid-year 2010.</p> <p>At this meeting, after introductions, the team discussed the Plan Requirements, the Benefits of Developing a Plan, Defining the Planning Process, a Draft Work Schedule, and Review of a Sample of Completed Plans. First work assignment was to review all existing mitigation measures, determine if the measure has been completed and can thus be marked as such, or if the measure was not completed, why, and would the measure still be carried forward in this updated plan.</p> <p>It was determined that some of the plans being updated in this project were not originally written by Pierce County DEM, but by consultants. There was a discussion regarding how to identify the mitigation measures within each document presented.</p> <p>Meeting was conducted by Diane Schurr of PC DEM</p>	
<b>Planning Team Meeting #1 - Pierce County Emergency Operations Center</b>	
December 9, 2009	Phase III - Updates
<p>The planning team continues to review mitigation measures. Questions were asked and issues dealt with regarding the variety of mitigation measures. There were also questions regarding whether a measure should actually be included again or deleted from this update. At this meeting an additional assignment for next month is to begin creating new mitigation measures for the updated project.</p> <p>A discussion was held regarding Elected Official meetings and several were scheduled for next month.</p> <p>There was also a discussion about potential locations for Public Information meetings and when and where they should be held.</p> <p>Meeting was conducted by Diane Schurr of PC DEM</p>	

<b>Planning Team Meeting #2 - Pierce County Emergency Operations Center</b>	
January 13, 2010	Phase III - Updates
<p>The planning team continues to work on modifying existing mitigation measures and drafting new measures. This process is going well and should be completed by February.</p> <p>This month the group was given the assignment to start collecting information for their Profile Section. Forms were created and handed out to help them “fill in the blanks”. Forms are due back to Diane by February meeting.</p> <p>Four Elected Official meetings were scheduled for January, 2010.</p> <p>Meeting was conducted by Diane Schurr of PC DEM.</p>	
<b>Planning Team Meeting #3 - Pierce County Emergency Operations Center</b>	
February 10, 2010	Phase III - Updates
<p>A GIS presentation was delivered to the planning team with samples of the hazard maps that would be developed for each jurisdiction in this planning effort.</p> <p>Mitigation Measures continue to be reviewed.</p> <p>The planning team reviewed the new format for the Profile Section and worksheets were collected and discussed with regard to their individual sections.</p> <p>Capabilities were discussed and forms handed out for assessing individual jurisdiction capabilities as appropriate to the planning project.</p> <p>A Public Meeting was held in February as well as one additional Elected Official meeting.</p> <p>Meeting was conducted by Diane Schurr of PC DEM.</p>	
<b>Planning Team Meeting #4 - Pierce County Emergency Operations Center</b>	
March 10, 2010	Phase III – Updates
<p>In addition to other sections already in process, the planning team discussed Infrastructure and how we document their critical facilities in view of the hazards they are vulnerable to.</p> <p>The Plan Maintenance section was discussed at length and we talked about the different implementation stages and how their capabilities relate to this process.</p> <p>All sections continue to be discussed at each meeting and questions answered in order to keep the planning team moving forward on this brief timeframe.</p> <p>There were two final Elected Official meetings this month.</p> <p>All meetings were conducted by Diane Schurr of PC DEM.</p>	
<b>Planning Team Meeting #5 - Pierce County Emergency Operations Center</b>	
April 14, 2010	Phase III - Updates
<p>At this meeting the planning team was presented with their individual jurisdiction Risk Assessments prepared by the PC GIS department and the lead mitigation planner. These sections include the four hazard maps and accompanying data for each primary hazard in the jurisdictions.</p> <p>All documentation has now been outlined and the planning team continues to endeavor to complete their individual sections of the plan. All documents must be turned in by the first of May.</p> <p>This was the final complete planning team meeting.</p> <p>Meeting was conducted by Diane Schurr of PC DEM.</p>	

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

<b>Department/Staff Contact:</b> Executive / Don Morrison	<b>Meeting/Workshop Date:</b> 22 February 2011	<b>Agenda Bill Number:</b> AB11-29
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2104	<b>Councilmember Sponsor:</b>

**Agenda Subject:** CUGA Annexation Timeline

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Resolution No. 2065 And Extending The Timeline For Consideration Of The Proposed Annexation Of A Portion Of The Comprehensive Urban Growth Area (Cuga) Adjacent To The Southern Border Of The City.

**Administrative Recommendation:** Approve

**Background Summary:** On August 10, 2010 the City Council passed Resolution No. 2065, proposing to annex a portion of the Comprehensive Urban Growth Area (CUGA). Section 4 of Resolution No 2065 provided that holding of the proposed annexation election would be contingent upon the Pierce County Boundary Review Board’s approval, and the Pierce County Council setting the date for submission of the annexation proposal at a special election anticipated to be held some time between February and May, 2011. Due to the delays in processing the City’s Notice of Intent and setting the public hearing, it is no longer possible to meet the 2011 election schedule as intended by Resolution No. 2065. A new timeline should be set in order to assure that the annexation application remains valid.

**Attachments:** Resolution No. 2104

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b> NA			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: February 8, 2011	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember James Rackley Councilmember Mark Hamilton	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>Yes</b></td> <td style="width: 50%;"><b>No</b></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	Forward to: Feb. 22 Council Mtg	<b>Consent</b> <b>Agenda:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed</b> <b>by City Attorney:</b> (if applicable):

**RESOLUTION NO. 2104**

**A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING RESOLUTION NO. 2065, RELATING TO THE ANNEXATION OF A PORTION OF THE CUGA.**

**WHEREAS**, on August 10, 2010 the City Council passed Resolution No. 2065, proposing to annex a portion of the Comprehensive Urban Growth Area (CUGA) adjacent to the Southern boarder of the City; and

**WHEREAS**, Section 4 of Resolution No 2065 provided that holding of the proposed annexation election would be contingent upon the Pierce County Boundary Review Board's approval of the boundary of the proposed annexation, and the Pierce County Council setting the date for submission of the annexation proposal at a special election anticipated to be held some time between February and May, 2011, and

**WHEREAS**, due to delays it is no longer possible to meet the 2011 election schedule as intended by Resolution No. 2065; and

**WHEREAS**, the City Council has determined to continue processing the Annexation proposal through the Pierce County Boundary Review Board with a revised election schedule;

**NOW THEREFORE**, the City Council of the City of Bonney Lake, Washington hereby resolves as follows:

**Section 1.** Section 4 of Resolution No. 2065 is hereby amended to read as follows:

**Section 4.** The holding of said election shall be contingent upon the Pierce County Boundary Review Board's approval of the boundary of the proposed annexation, and the Pierce County Council setting the date for submission of the annexation proposal at a special election anticipated to be held some time between ~~February and May, 2011~~ August 2011 and April 2012, with an anticipated effective date of January 1, ~~2012~~ 2013 should the annexation be placed on the ballot and subsequently approved by the voters.

PASSED BY THE CITY COUNCIL this 22<sup>nd</sup> day of February, 2011.

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Neil Johnson, Jr., Mayor

ATTEST:

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Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

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James J. Dionne, City Attorney

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

<b>Department/Staff Contact:</b> Executive / Don Morrison	<b>Meeting/Workshop Date:</b> 22 February 2011	<b>Agenda Bill Number:</b> AB11-32
<b>Agenda Item Type:</b> Ordinance	<b>Ordinance/Resolution Number:</b> D11-32	<b>Councilmember Sponsor:</b>

**Agenda Subject:** Language Cleanup of BLMC 13.12.080 Relating to Sewer Schedule Establishment

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting Ordinance No. D11-32, And Amending The Sewer Schedule.

**Administrative Recommendation:**

**Background Summary:** This is a housekeeping ordinance. In 1985 the City Council passed Ordinance No. 561, which established an extensive sewer code for the City. Section 1 of Article VIII of Ordinance No. 561 provided for a "sewer schedule" which would be set by Resolution of the City Council and determine the timing of connection and the rates to be charged for sewer service. However, various City Councils have subsequently established sewer regularions and rates by ordinance, not by resolution. It is proposed that the code language in this section be updated to be consistent with current practices, regulations and codes.

**Attachments:** Ordinance D11-32; Pertinent section of Ord. No. 561

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b> NA			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 1 February 2011	<b>Approvals:</b> Chair/Councilmember Dan Swatman Councilmember James Rackley Councilmember Mark Hamilton	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;"><b>Yes</b></td> <td style="text-align: left;"><b>No</b></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	Forward to: February 22, 2011	<b>Consent</b> <b>Agenda:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b> (if applicable):

**ORDINANCE NO. D11-32**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 12.12.080 OF THE BONNEY LAKE AND ORDINANCE NO. 561 RELATING TO ESTABLISHMENT OF THE SEWER SCHEDULE.**

**WHEREAS**, In 1985 the City Council passed Ordinance No. 561, providing for sewer regulations and rates to be established by Resolution of the City Council, and

**WHEREAS**, the City Council currently sets sewer regulations and rates by Ordinance of the City Council; and

**WHEREAS**, the City Council desires to update the language in this section of the Bonney Lake Municipal Code to comply with current regulations and codes;

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

**Section 1.** BLMC Section 13.12.080 and Section 1 of Article VIII of Ordinance No. 561 is hereby amended to read as follows:

**13.12.080 Schedule establishment.** ~~At a time to be set by council resolution, Every residence, building, plant or other structure to which sewer service is available, namely, property required to be connected to the public sewers pursuant to ordinances, rules and regulations, whether or not a connection to the city public sewer has been made, shall be charged a rate as shall be established by council resolution.~~ The City Council, by ordinance, shall establish the conditions requiring connection to the public sewer system, the connection and system development charges, and the monthly sewer service rates to be charged to customers of the public sewer system.

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

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

**PASSED** by the City Council and approved by the Mayor this 22<sup>nd</sup> day of February, 2011.

Neil Johnson, Jr.  
Mayor

ATTEST:

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Harwood T. Edvalson  
City Clerk, CMC

APPROVED AS TO FORM:

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James Dionne  
City Attorney

Passed:

Valid:

Published:

Effective Date:

Ord No. 561 - 1985

bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

Section 2. While performing the necessary work on private properties referred to in Article VII, Section 1, above, the Director of Public Works or duly authorized employees of the City shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the city employees, and the City shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions, as required in Article V, Section 8.

Section 3. The Director of Public Works, or his duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms, if any, of the duly negotiated easement, pertaining to the private property involved.

#### ARTICLE VIII

##### SERVICE AND CONNECTION CHARGES

Section 1. Schedule. At a time to be set by council resolution, every residence, building, plant or other structure to which sewer service is available, namely property required to be connected to the public sewers pursuant to

ordinances, rules and regulations, whether or not a connection to the city public sewer has been made, shall be charged a rate as shall be established by Council resolution.

Section 2. Grinder Pump Service Charges. For every building using a domestic grinder lift pump utilizing electric power furnished by the City or maintained by the City, there shall be an additional monthly charge to reimburse the city for the cost of said electric power and/or for the service on said pumps, said charges to be set by Council resolution.

Section 3. Connection Fee. Every new connection to the sewer system of the City of Bonney Lake shall pay a connection fee to be set by Council resolution. Said fee will allow the subject property to be connected to the sanitary sewer system of the City of Bonney Lake.

Section 4. Charges become lien on property--Enforcement. All charges for sanitary sewage disposal service and for connections with the sewerage system, together with the penalties and interest thereon as provided in this article, shall be a lien upon the property upon which such connection is made or sewage disposal service is furnished, superior to all other liens or encumbrances except those for general taxes and special assessments. Enforcement of such lien or liens shall be in the manner provided by law for the enforcement of the same and for delinquent sewage disposal service charges.

Section 5. Shutting off water upon default--Reconnection charge. In the event that any such bill for sewage disposal service rates and charges or connections is not paid by the twentieth of the month in which the bill becomes due, the city shall shut off the water furnished the premises to which the services were rendered or connection made. The water shall not be turned on again until

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ORDINANCE NO. D11-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, REPEALING CHAPTERS 8.20, 8.24, 8.28, 8.32 AND 8.40 OF THE BONNEY LAKE MUNICIPAL CODE AND CORRESPONDING PORTIONS OF ORDINANCE NOS. 244, 389, 454 AND 1338, AND ENACTING A NEW CHAPTER 8.20 ENTITLED "PUBLIC NUISANCES."

WHEREAS, nuisance activities pose a threat to the welfare and safety of Bonney Lake residents; and

WHEREAS, the City Council seeks to streamline the nuisance provisions of the Bonney Lake Municipal Code and establish an effective and efficient civil method of abating nuisances within the City;

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

**Section 1.** Chapter 8.20 of the Bonney Lake Municipal Code, entitled "Nuisance-General Provisions," and the corresponding portions of Ordinance Nos. 454 §§ 1(1)-(2), 2(1), (4)-(20), 11-12; and 1338 § 2 are hereby repealed in their entirety.

**Section 2.** Chapter 8.24 of the Bonney Lake Municipal Code, entitled "Nuisances Affecting Health," and the corresponding portions of Ordinance Nos. 389 §§ 23-28, 454 § 3(1)-(7), (9)-(12), (16), (21)-(23) are hereby repealed in their entirety.

**Section 3.** Chapter 8.28 of the Bonney Lake Municipal Code, entitled "Nuisances Affecting Public Safety," and the corresponding portions of Ordinance No. 244 §§ 5.24.030-5.24.050 are hereby repealed in their entirety.

**Section 4.** Chapter 8.32 of the Bonney Lake Municipal Code, entitled "Miscellaneous Public Nuisances," and the corresponding portions of Ordinance No. 454 § 10(1)-(5) are hereby repealed in their entirety.

**Section 5.** Chapter 8.40 of the Bonney Lake Municipal Code, entitled "Vegetation," and the corresponding portions of Ordinance No. 454 § 3(8), (13)-(15), (18) are hereby repealed in their entirety.

**Section 6.** A new Chapter 8.20, entitled "Public Nuisances," is hereby enacted to read as follows:

**8.20.010 Purpose and Intent.** The purpose of this chapter is to provide for the protection of the public health, safety, and welfare of the citizens of the City of Bonney Lake by

proscribing nuisances that negatively impact the entire community. It is necessary to enact measures to correct the presence of litter, overgrown and/or uncultivated vegetation, and other forms of waste or various hazards. It is the intent of the City Council to establish efficient administrative procedures to enforce the regulations of the City, to provide a prompt process to address alleged violations, and to establish standards to be used by the City to abate public nuisances.

**8.20.020 Public Nuisances.** A public nuisance is a thing, act, omission to act, occupation, or use of property which shall unreasonably annoy, injure or endanger the safety, health, comfort or repose of the public; or shall unlawfully interfere with, obstruct or render dangerous for public use a public park, square, street, alley or highway; or shall render the public insecure in life or in use of property. Public nuisances include, but are not limited to, the following:

- A. Diseased animals running at large;
- B. Ponds or pools of stagnant water;
- C. Carcasses of animals not buried or destroyed within 24 hours after death;
- D. Accumulations of manure or rubbish;
- E. Privy vaults or outhouses;
- F. Garbage cans which are not fly-tight;
- G. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dairy or industrial wastes, or other substances;
- H. Dense smoke, noxious fumes, gas and soot, or cinders, in unreasonable quantities;
- I. The use of a common public drinking cup or roller towel;
- J. All nuisance vegetation, including noxious weeds; dead, diseased, infested or dying trees; any tree, shrub or foliage which is apt to damage or impair streets, sidewalks, sewers, utilities or other public improvements, or impede visibility on public rights-of-way; vines or climbing plants growing into or over any appliance or facility provided for fire protection purposes; and caterpillar infestations.
- K. The existence of any trash, dirt, filth, spilled garbage, waste, accumulation of lawn or yard trimmings or other offensive matter, except in compost process;
- L. The existence of any accumulation of materials or objects in a location when the same endangers property, safety or constitutes a fire hazard;
- M. The accumulation of filth, including stagnant or impure water, vegetables, decayed or decaying substances, or other matter or material, which may cause, or tend to cause, or create a noisome or offensive smell or atmosphere;
- N. Any litter, unless it is kept in approved covered bins or galvanized receptacles.
- O. All snow and ice not removed from public sidewalks within a reasonable time after the snow and ice has ceased to be deposited thereon;
- P. All buildings, walls and other structures which have been damaged by fire, decay or otherwise so as to endanger the safety of the public;
- Q. Any use of property abutting on a public street or sidewalk, or any use of a public street or sidewalk which causes large crowds of people to gather, obstructing traffic and the free use of the streets or sidewalks, unless a special event permit has been obtained;

- R. All hanging signs, awnings and other similar structures over the streets or sidewalks, or so situated as to endanger public safety;
- S. All wells, cisterns or septic tanks without adequate cover while in regular use and all wells and cisterns not filled in with earth when abandoned;
- T. All places, other than those zoned and licensed as wrecking yards or repair shops, used or maintained for the storage of unlicensed vehicles or for wrecking or disassembling of vehicles or machinery of any kind; or storage of any parts thereof except within an enclosed garage or building. For the purposes of this chapter, all vehicles not bearing a current vehicle license within 90 days of the beginning of any license year shall be deemed unlicensed, and the restrictions in this chapter shall not apply to any resident repairing a licensed vehicle registered in his name; provided, that all such work shall be accomplished on his property and shall be completed within 30 days, and during such time all body and mechanical parts and tools shall be stored in a neat and orderly manner not in public view.
- U. Ground vibrations recurrently generated to be perceptible without instruments at any point of the lot line on which the use is located.
- V. Emission of an obnoxious or dangerous degree of heat, glare, radiation or smoke.
- W. Highly flammable or explosive liquids, solids or gases unless stored in bulk aboveground. Tanks or drums of fuel directly connected with heating devices or appliances located on the same lot as the tanks or drums of fuel are excluded from this provision.
- X. All outdoor storage facilities for fuel, raw material and products unless screened from view of the adjacent property by a fence, greenbelt or wall.
- Y. All materials or waste which might cause fumes or dust which constitute a fire hazard or which may be edible or otherwise be attractive to rodents or insects unless stored outdoors in closed containers.
- Z. Swimming pools that are not protected from entry by unauthorized persons in accordance with the International Residential Code, adopted by reference in Chapter 15.04 BLMC.

### **8.20.030 Definitions.**

Unless otherwise specified, for purposes of this Chapter, certain terms, phrases, words, and their derivatives shall be defined as follows.

- A. "Abate" means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the Public Official determines is necessary in the interest of the public health, safety, and welfare of the community.
- B. "Control" means the ability to regulate, restrain, dominate, counteract, or govern property or conduct that occurs on a property.
- C. "Hearing Officer" shall mean the City Mayor, or his or her designated representative.
- D. "Litter" shall include, but is not limited to, debris in the form of cans, bottles, glass, ashes, plastic materials, packaging, garbage, wastepaper, printed materials, packing material, scrap iron, wire, metal articles, discarded furniture and appliances, junk, broken stone or cement, scrap wood, pallets, tires, discarded building materials, inoperable bicycles, or bicycle parts, rags, boxes, crates, packing cases, mattresses, bedding, tree and vegetation trimmings, and all other trash, including abandoned inflammable materials, that is a fire

hazard or a menace to the public health, safety, or welfare.

E. "Owner" means any person, including any natural person, joint venture, partnership, association, club, company, corporation, business trust, or organization, or the manager, lessee, agent, officer, or employee of any of them, having any interest in the real estate in question as indicated in the records of the office of the Pierce County Assessor or through another reliable source. Joint owners of all residential dwellings, commercial establishments, and/or real estate upon which a violation of this article is found shall be jointly and severally responsible for compliance with this article and jointly and severally liable for any damages or costs incurred and awarded under this article.

F. "Premises" and "property" may be used by this chapter interchangeably and mean any building, lot, tax parcel, dwelling, rental unit, real estate, or land, or portion thereof, including, but not limited to, property used as residential or commercial property and may include the adjacent "public right-of-way" as defined herein.

G. "Public Official" means an official designated by the mayor to carry out duties assigned by this chapter or any law enforcement officer.

H. "Public right-of-way" includes the area of land, the right of possession of which is secured by the City for right-of-way purposes, and includes the traveled portion of the public streets and alleys, as well as the border area, which includes, but is not limited to, any sidewalks, driveway approaches, planting strips, traffic circles, parkways, or medians, or that area between the sidewalk and the curb line.

I. "Screening," for the purposes of this chapter, shall include, but not be limited to, solid wood fencing, chain link fencing with slats, and/or solid landscaping capable of concealing storage from sight by standing individuals at or near the property lines; however, such screening must be at least six feet in height. Tarps and plastic sheeting are not permissible means of screening.

J. "Vegetation" shall include, but not be limited to, all grass, weeds, blackberry vines, brush, shrubs, bushes, or trees, either growing or which has died or any plant that is determined to be noxious in accordance with Title 17 RCW, including aquatic plants.

#### **8.20.040 Emergency actions.**

If the Public Official determines that a nuisance exists which is a severe and imminent threat to public health, safety, or welfare, and constitutes an emergency requiring immediate abatement, the City may perform any emergency action necessary to abate the nuisance with or without prior notice to the Owner or consent to enter the property.

#### **8.20.050 Notice of Violation and Abatement.**

A. The Public Official, if he or she has a reasonable belief that a public nuisance exists in violation of this chapter, shall issue a Notice of Violation and Abatement to the Owner of the property. Said Notice of Violation and Abatement shall contain the following:

1. The street address or a description of the building, structure, premises, or land, in terms reasonably sufficient to identify its location;
2. A description of the violation and a reference to the provisions of the Bonney Lake Municipal Code which have been violated;
3. A description of the action required to abate the public nuisance which may

include corrections, repairs, demolition, removal, or any other appropriate action;

4. The period of time by which the owner must take action to abate the nuisance;

5. A statement that the owner may request a hearing by the Hearing Officer. Such request must be in writing and must be received by the City Clerk no later than 10 calendar days after the Notice of Violation and Abatement has been issued;

6. A statement that if the owner fails to submit a timely Request for Hearing, and fails to abate the nuisance within the period of time designated in the Notice of Violation, the City may abate the nuisance and may assess all costs of abatement against the Owner of the property.

7. A statement that the costs and expenses of abatement incurred by the City may be assessed against the owner named in the Notice of Violation and Abatement and further that failure to pay said costs may result in a lien against the property.

B. The Notice of Violation and Abatement shall be served by any one or any combination of the following methods:

1. By first class certified or registered mail to the address of the Owner as indicated by the records of the Pierce County Assessor; or

2. By posting the Notice of Violation and Abatement in a prominent location on the premises in a conspicuous manner which is reasonably likely to be discovered; or

3. By personal service upon the Owner of the property as indicated by the records of the Pierce County Assessor.

#### **8.20.060 Civil Penalty**

At any time following issuance of the Notice of Violation and Abatement, the Public Official may begin assessing civil penalties for each day the violation continues, provided that, prior to such civil penalty being assessed, the City shall provide the owner with written notice. The City may institute proceedings in a court of law to collect any unpaid civil penalties. Penalties shall be as follows:

A. For a first violation of any provision of this chapter by any individual or business, the penalty shall be \$50.

B. For a second violation of any provision of this chapter by any individual or business, the penalty shall be \$250.

C. For a third or subsequent violation of any provision of this chapter by any individual or business, and for any violation posing an imminent threat to human life, the penalty shall be \$500.

D. Each day a violation of this chapter continues shall constitute a new violation for purposes of calculating penalties.

#### **8.20.070 Alternative Enforcement - Voluntary Correction Agreement**

A. At the discretion of the Public Official or designee, a Voluntary Correction Agreement may be entered into between the person responsible for the violation and the City prior to, or in lieu of, issuance of the Notice of Violation. In determining whether a voluntary correction agreement is appropriate, the Public Official shall consider the nature and extent of the violation, the likelihood for compliance, and other mitigating factors that warrant such an agreement.

B. Content. The Voluntary Correction Agreement is a contract between the City and the person responsible for the violation under which such person agrees to abate the violation within a specified time and according to specified conditions. The Voluntary Correction Agreement shall include the following:

1. The name and address of the person responsible for the violation; and
2. The street address or a description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and
3. A description of the violation and a reference to the provision(s) of the city ordinance or regulation that has been violated; and
4. The necessary corrective action to be taken, and a date or time by which correction must be completed; and
5. An agreement by the person responsible for the violation that the City may abate the violation and recover its costs and expenses and a monetary penalty pursuant to this chapter from the person responsible for the violation if terms of the Voluntary Correction Agreement are not met; and
6. An agreement that by entering into the voluntary correction agreement the person responsible for the violation stipulates to the existence of a violation, waives the right to a hearing on the violation and/or the required corrective action, and consents to the City entering the property to abate the violation if the terms of the voluntary correction agreement are not met within the time specified.

C. Extension - Modification. An extension of the time limit for correction or a modification of the required corrective action may be granted by the Public Official if the person responsible for the violation has shown due diligence and/or substantial progress in correcting the violation but unforeseen circumstances render correction under the original conditions unattainable.

D. Collection of Costs. If the terms of the voluntary correction agreement are not met, the person responsible for the violation shall be assessed all costs and expenses of abatement, as set forth in BLMC 8.20.110.

**8.20.080 Hearing by the Hearing Officer.**

A. A person to whom a Notice of Violation and Abatement or civil penalty has been issued may request a hearing by filing the request with the City Clerk no later than 10 calendar days after said Notice of Violation and Abatement or civil penalty is issued. Each request for hearing shall contain the address and telephone number of the person requesting the hearing and the name and/or the name and address of any person who will be present to represent him or her. Each request for hearing shall set out the basis for the appeal.

B. If a hearing is requested, the Hearing Officer will conduct the hearing required by this chapter no more than 18 calendar days after the Public Official issues the Notice of Hearing, unless the Hearing Officer or Public Official finds good cause to continue the matter to another date.

C. If a request for a hearing is received, the Public Official shall mail a notice giving the time, location, and date of the hearing, by first class mail to the person requesting the hearing.

D. The Public Official, as well as the person to whom the Notice of Violation and Abatement or civil penalty was directed, may participate as parties in the hearing and each party may call witnesses. The City shall have the burden of proof to establish, by a preponderance of the evidence, that a public nuisance exists on the property and that the required corrective action is reasonable, or that the civil penalty was assessed for noncompliance with this chapter.

E. The Hearing Officer shall determine whether the City has established, by a preponderance of the evidence, that a public nuisance exists on the property and that the required corrective action is reasonable, or that the civil penalty was reasonable, and shall affirm, modify, or vacate the Public Official's decisions regarding the alleged nuisance, the required corrective action, and/or civil penalty with or without written conditions.

F. The Hearing Officer shall issue a final Order containing the following information:

1. The decision regarding the alleged nuisance including findings of fact and conclusions based thereon;
2. The required corrective action, if any;
3. The date by which any corrective action must be completed;
4. The date after which the City may proceed with abatement, in accordance with BLMC 8.20.090 and .100, if the required corrective action is not completed;
5. A statement that the civil penalty is affirmed, modified, or waived;
6. A statement of any appeal remedies;
7. A notice that if the City proceeds with abatement, a lien for the costs of said abatement may be assessed against the property if the costs of abatement are not paid in accordance with the provisions of this chapter.

G. If the person to whom the Notice of Violation and Abatement or civil penalty was directed fails to appear at the scheduled hearing, the Hearing Officer may enter an Order finding that the violation has occurred, or the civil penalty was reasonable, and that abatement may proceed.

H. A final Order of the Hearing Officer may be appealed to a court of competent jurisdiction in accordance with Chapter 36.70C RCW.

**8.20.090 Abatement process.** Using any lawful means, the City may enter unsecured property and may remove or correct the condition which is subject to abatement. If the owner of the premises does not consent to entry, the City may seek such judicial process in the Pierce County Superior Court, as it deems necessary, to effect the removal or correction of such condition.

**8.20.100 Recovery of costs and expenses.**

A. The costs, including incidental expenses, for correcting the violation may be billed to the owner to which a Notice of Violation and Abatement has been directed, and shall become due and payable to the City of Bonney Lake, no later than 30 calendar days from the date of the invoice. The term "incidental expense" includes, but is not limited to, personnel costs, both direct and indirect, including attorney's fees; costs incurred in documenting the violation; hauling, storage, and disposal expenses; filing fees; and actual expenses and costs of the City in preparing notices, specifications, and contracts, and in

accomplishing and/or contracting and inspecting the work; the costs of any required printing or mailing; and any and all costs of collection.

B. If the person responsible for the costs of abatement fails to remit in a timely manner, the City may file a lien against the real property for the cost of any abatement proceedings under this chapter. Such lien may at any time thereafter be collected in the manner provided for foreclosure of mechanic's liens under the laws of the State of Washington.

**Section 7.** 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 \_\_\_\_\_, 2011.

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Neil Johnson, Mayor

ATTEST:

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Harwood Edvalson  
City Clerk

APPROVED AS TO FORM:

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James Dionne  
City Attorney

Passed:

Valid:

Published:

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

<b>Department/Staff Contact:</b> Judicial / Seymour	<b>Meeting/Workshop Date:</b> 22 February 2011	<b>Agenda Bill Number:</b> AB 11-25
<b>Agenda Item Type:</b> Ordinance	<b>Ordinance/Resolution Number:</b> D11-25	<b>Councilmember Sponsor:</b> Councilmember Hamilton

**Agenda Subject:** Amendments to Chapter 6 of BLMC

**Full Title/Motion:** A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Amending Portions Of Chapters 6.04 And 18.22 Relating To The Regulation Of Animals, Livestock And Poultry.

**Administrative Recommendation:** Approve.

**Background Summary:** During the past several years Bonney Lake has been negotiating with Metro Animal Services on a new contract, which was recently approved by the Bonney Lake City Council. In a cooperative effort to make our Chapter 6 of the Bonney Lake Municipal Code conform as much as possible with other cities in the Metro group, we have changed the license fee section to adopt the Metro fee schedule. Changes have also been made to the potentially dangerous and dangerous dog portions of BLMC 6.04, to make it easier to understand the differences between the two classifications. Understanding that people like fresh eggs and organic poultry to eat, manure for gardening, chickens as pets, 4H, FFA, we wanted to find a way that poultry could live in sync with humans and other animals within neighborhoods without causing a noise, safety or sanitation issue. And, desiring to have our pets and livestock reside or travel through our city, we felt the need to spell out what is the responsibility of the animal owner to pick up after their animal. Our city is striving to be a walkable city, adding trails and sidewalks that we welcome pets and animals to use along with their humans.

**Attachments:** Ordinance D11-25.

<b>BUDGET INFORMATION</b>			
<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
N/A			
<b>Budget Explanation:</b> No Anticipated Budget Impact.			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	Public Safety Date: 7 February 2011	Approvals:	<input checked="" type="checkbox"/> Hamilton, Chair <input checked="" type="checkbox"/> Carter, Councilmember <input checked="" type="checkbox"/> Decker, Councilmember
	Forward to: February 22, 2011 Meeting	Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>			
Workshop Date(s):	Public Hearing Date(s):		
Meeting Date(s): February 22, 2011	Tabled to Date:		

<b>APPROVALS</b>			
Director:	Mayor:	Date Reviewed	N/A

ORDINANCE NO D11-25

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY,  
WASHINGTON, AMENDING PORTIONS OF CHAPTERS 6.04 AND 18.22  
RELATING TO THE REGULATION OF ANIMALS, LIVESTOCK, AND POULTRY

WHEREAS, the City Council seeks efficient and effective enforcement of its animal control regulations and regulations for livestock and poultry; and

WHEREAS, the City Council seeks to clarify the provisions regulating dangerous dogs and potentially dangerous dogs;

WHEREAS, the City Council seeks to clarify the provisions regulating livestock and poultry; and

WHEREAS, the City Council seeks to align Chapter 6.04 with other jurisdictions served by Metro Animal Control Services;

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

Section 1: Section 6.04.010 of the Bonney Lake Municipal Code is hereby amended to read as follows:

**6.04.010 Definitions.**

Within the provisions of this chapter the following definitions shall obtain:

- A. "Adult dog or cat" means any dog or cat over the age of six months.
- B. "Animal" means and includes female, spayed female, male, and neutered male domestic animals including dogs and cats and excepting those animals usually kept in cages in residences such as canaries and hamsters.
- C. "Animal at large" means any animal not confined to the premises of its owner, unless restrained by a leash, tether, or other physical control device under the physical control of a person, which enters upon public property or rights-of-way, or upon land of another person without authorization of that person.
- D. "Animal control authority" means a person or entity authorized by statute or contract to enforce the animal control laws of the city.

E. "Animal control officer" means any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this chapter or any other law or ordinance relating to the licensing of animals, or seizure and impoundment of animals.

F. "Animal exhibition" means any public display of any living animal in the promotion of entertainment, education, advertisement, or any commercial enterprise.

G. "Dangerous dog" means any dog that according to the records of the city:

1. Has inflicted severe injury on a human being without provocation while on public or private property;
2. Has killed a domestic animal without provocation while off the owner's property; or
3. Has been previously found to be potentially dangerous, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals.

H. "Director" shall mean the chief of the Bonney Lake police department, or other appropriate city official as designated by the mayor.

I. "Domestic animal" means any dog, cat, rabbit, horse, mule, ass, bovine animal, lamb, goat, sheep, hog, bird, or other animal made to be domestic.

J. "Exotic, wild or dangerous animal" means any member of the animal kingdom which is not commonly domesticated or which is of a wild or predatory nature, or any domesticated animal which because of its size, vicious nature, or other characteristic would constitute a danger to human life or property if not kept, maintained or confined in a safe and secure manner.

K. "Kennel" includes those places where five or more dogs or cats are kept for breeding and the pups or kittens are sold for profit, or where dogs and/or cats are received for care or boarding.

L. "Livestock" means all cattle, sheep, goats or members of the bovidae family; all horses, mules, or members of the equidae family; all pigs, swine, or members of the suidae family; llamas; and ostriches, rhea, and emu.

M. "Muzzle" means a muzzle made in a manner that will not cause injury to the animal or interfere with its vision or respiration but shall prevent it from biting any person or animal.

N. "Nuisance" means either of the following activities of animals:

1. Habitual barking, howling, whining and other sounds so as to unreasonably disturb or annoy the occupants of two or more dwellings within the neighborhood; or

2. Trespass on private property.

O. "Owner" means any person having possessory rights, control, or custody of an animal, livestock, or poultry, or any person who knowingly permits any animal, livestock, or poultry to remain on premises occupied by him or her.

P. "Potentially dangerous dog" means any dog that when unprovoked:

1. Inflicts bites on a human or a domestic animal either on public or private property; or
2. Chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.

Q. "Poultry" means domestic fowl normally raised for eggs or meat, and includes chickens, turkeys, ducks, and geese.

R. "Proper enclosure of a potentially dangerous dog or dangerous dog" means while on the owner's property, a potentially dangerous dog or dangerous dog shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, and shall also provide protection from the elements for the dog.

S. "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

T. "Sexually neutered" means medically determined to be incapable of reproduction as certified by a licensed veterinarian.

**Section 2:** Section 6.04.080 of the Bonney Lake Municipal Code is hereby amended to read as follows:

**6.04.080 Dog and Cat License fees.**

A. Dog and cat licenses shall be issued by the animal control authority upon application and payment of an annual license fee. The fee for each animal license shall be as set forth in a schedule of fees, available upon request from the animal control authority. Applications for a dog or cat license shall be on forms provided by the animal control authority.

B. Microchip. The city of Bonney Lake has determined that the best method of identification of animals under current technology is the microchip. Microchipping can be performed by veterinarians. If an animal owner residing inside the Bonney Lake city limits shows proof that their animal has been microchipped, the owner can receive a one-time credit of up to \$10.00 on an

animal license. Proof of microchipping on the animal to be licensed is required at the time of licensing.

**Section 3:** Sections 6.04.130 of the Bonney Lake Municipal Code is hereby amended to read as follows:

**6.04.130 Livestock and poultry.**

- A. Livestock and poultry may be maintained on residential property zoned for single-family residences.
- B. Livestock and poultry shall not constitute a nuisance under this chapter or Title 8 of this code.
- C. Livestock and poultry shall be properly housed and fed in a suitable structure detached from the residence and pursuant to BLMC 18.22.060; provided that such structure shall also comply with the bulk requirements of the applicable residential zone, to the extent such bulk requirements impose additional or stricter limitations on the structure than BLMC 18.22.060.
- D. The keeper of any livestock or poultry shall remove all waste, food, bedding, and other debris to eliminate accumulation of insects, rodents, or disease and to eliminate noxious or offensive odors.

**Section 4:** Sections 6.04.135 of the Bonney Lake Municipal Code is hereby amended to read as follows:

**6.04.135 Livestock and poultry at large.**

No person owning or in control of any livestock or poultry shall allow such livestock or poultry to enter or trespass upon private or public property without the express permission of the owner or caretaker of such property. Any such livestock or poultry at large may be seized and impounded.

**Section 5:** Sections 6.04.181 of the Bonney Lake Municipal Code is hereby created to read as follows:

**6.04.181 Feces Removal**

- A. Allowing deposit prohibited.

No person owning or in charge of any animal shall cause or allow such animal to soil, defile, defecate on any common thoroughfare, sidewalk, passageway, bypath, play area, park, or any place where people congregate or walk, or upon any public property whatsoever, or upon any private property, without the permission of the owner of the property.

- B. Removal of feces deposited.

Any person owning or in charge of any animal which soils, defiles, defecates on any common thoroughfare, sidewalk, passageway, bypath, play area, park, or any place where people congregate or walk, or upon any public property whatsoever, or upon any private property, without the permission of the owner of the property, shall immediately remove all feces deposited and shall dispose of such feces in a sanitary manner, including the use of a sealed, nonabsorbent, leak-proof container.

C. Domestic cat exception.

This provision does not apply to domestic cats properly registered and licensed pursuant to this chapter.

**Section 6:** Sections 6.04.182 to 6.04.188 of the Bonney Lake Municipal Code are hereby deleted as currently written and amended to read as follows:

**6.04.182 Declaration of dogs as potentially dangerous – Procedure.**

A. The animal control authority shall classify potentially dangerous dogs. The authority may find and declare a dog potentially dangerous when, based on the preponderance of the evidence, the animal control officer believes that the dog falls within the definitions set forth in BLMC 6.04.010. The written finding must be based upon:

1. The written complaint of a citizen who is willing to testify that the dog has acted in a manner which causes it to fall within the definition of BLMC 6.04.010; or
2. Dog bite reports filed with the animal control authority; or
3. Actions of the dog witnessed by any animal control officer or law enforcement officer; or
4. Other substantial evidence.

B. Exclusions. A dog may not be declared potentially dangerous if the animal control authority determines, by a preponderance of the evidence, that the threat, injury, or bite alleged to have been committed by the dog was sustained by a person who was at the time committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or who was tormenting, abusing, or assaulting the animal, or who has been in the past observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime.

C. The declaration of potentially dangerous dog shall be in writing and shall be served on the owner in one of the following methods:

1. Certified mail sent to owner's last known address; or
2. Personally; or

3. If the owner cannot be located by one of the first two methods, by publication in a newspaper of general circulation.

D. The declaration shall state at least:

1. The description of the dog.
2. The name and address of the owner of the dog, if known.
3. The whereabouts of the dog if it is not in the custody of the owner.
4. The facts upon which the declaration of potentially dangerous dog is based.
5. The availability of a hearing in case the owner objects to the declaration, if a request is made within 10 days.
6. The restrictions placed on the dog as a result of the declaration of potentially dangerous dog. The restrictions shall include confinement of the dog from the time the declaration is served to the dog owner.
7. The penalties for violation of the restrictions, including the possibility of destruction of the dog, and imprisonment or fining of the owner.

E. If the owner of the dog wishes to object to the declaration of potentially dangerous dog:

1. The owner may request a hearing before the director of the animal control authority or the director's designee by submitting a written request and payment of a \$25.00 administrative review fee to the animal control authority within 10 days of receipt of the declaration, or within 10 days of the publication of the declaration pursuant to subsection C of this section.
2. If the director or the director's designee finds that there is the declaration is not supported by a preponderance of the evidence, it shall be rescinded, and the restrictions imposed thereby annulled.
3. If the director or the director's designee finds sufficient evidence to support declaration, the owner may appeal such decision pursuant to a hearing examiner, provided, that the appeal and the payment of appeal fee of \$75.00 must be submitted to the animal control authority within 10 working days after the director or the director's designee finds sufficient evidence to support the declaration. The hearing examiner shall have the authority to enter the following finding:
  - a. Deny the designation as potentially dangerous;

- b. Uphold the designation as potentially dangerous; or
- c. Condition the designation as potentially dangerous for a period not to exceed 12 months, at which time the hearing examiner shall review the designation to determine if sufficient evidence to maintain the designation continues to exist. The hearing examiner shall require that during the period of conditional designation the owner shall comply with all provisions set forth in BLMC 6.04.183 and 6.04.184.

4. An appeal of the hearing examiner's decision must be filed in superior court by means of a writ of review.

5. During the entire appeal process, it shall be unlawful for the owner appealing the declaration of potentially dangerous dogs to allow or permit such dog to:

- a. Be unconfined on the premises of the owner; or
- b. Go beyond the premises of the owner unless such dog is securely leashed and humanely muzzled or otherwise securely restrained.

6. During the entire appeal process, should the owner fail to follow the restrictions outlined in subsection (E)(5) of this section, the animal control authority is authorized to seize and impound such dog for the remainder of the appeal process. The owner shall be responsible for the daily boarding fee.

#### **6.04.183 Permits and fees – Potentially Dangerous Dog**

A. Following a declaration of a potentially dangerous dog and the exhaustion of the appeal therefrom, the owner of a potentially dangerous dog shall obtain a permit for such dog from the animal control authority. In addition, the owner of a potentially dangerous dog shall pay an annual renewal fee for such permit.

B. Should the owner of a potentially dangerous dog fail to obtain a permit for such dog from the animal control authority or to appeal the declaration of potentially dangerous dog, the animal control authority is authorized to seize, impound and destroy the dog. The animal control authority shall follow the procedures contained in BLMC 6.04.189.

C. Ownership Requirements.

1. It is unlawful for an owner to have a potentially dangerous dog in the city without a permit issued under this section, except that this shall not apply to dogs used by law enforcement officials for police work.

2. The animal control authority shall issue a permit to the owner of a potentially dangerous dog if the owner presents to the animal control unit sufficient evidence of:

a. A proper enclosure to confine a potentially dangerous dog and the posting of the premises with a clearly visible warning sign that there is a potentially dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a potentially dangerous dog;

b. A surety bond issued by a surety insurer qualified under chapter 48.28 RCW in a form acceptable to the animal control authority in the sum of at least \$50,000, payable to any person injured by the potentially dangerous dog; or

c. A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under RCW Title 48 in the amount of at least \$50,000, insuring the owner for any personal injuries inflicted by the potentially dangerous dog.

#### **6.04.184 Confinement and identification of potentially dangerous dogs.**

A. Following a declaration of a potentially dangerous dog and the exhaustion of the appeal therefrom, it shall be unlawful for the owner of the potentially dangerous dog to allow and/or permit such dog to:

1. Be unconfined in a proper enclosure on the premises of such person; and

2. Go beyond the premises of such person unless such dog is securely leashed and humanely muzzled or otherwise securely restrained.

B. Potentially dangerous dogs must be tattooed or have a microchip implanted for identification. Identification information must be on record with the animal control authority.

#### **6.04.185 Declaration of animals as dangerous – Procedure.**

A. The animal control authority shall classify dangerous dogs. The authority may find and declare a dog dangerous when, based on the preponderance of the evidence, the animal control officer believes that the dog falls within the definitions set forth in BLMC 6.04.010. The written finding must be based upon:

1. The written complaint of a citizen who is willing to testify that the animal has acted in a manner which causes it to fall within the definition of BLMC 6.04.010 or

2. Dog bite reports filed with the animal control authority; or

3. Actions of the dog witnessed by any animal control officer or law enforcement officer; or

4. Other substantial evidence.

B. Exclusions. A dog shall not be declared dangerous if the animal control authority determines, by a preponderance of the evidence, that the threat, injury, or bite alleged to have been committed by the dog was sustained by a person who was at the time committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or who was tormenting, abusing, or assaulting the dog, or who has been in the past observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime.

C. The declaration of a dangerous dog shall be in writing and shall be served on the owner in one of the following methods:

1. Certified mail sent to the owner's last known address; or
2. Personally; or
3. If the owner cannot be located by one of the first two methods, by publication in a newspaper of general circulation.

D. The declaration shall state at least:

1. The description of the dog.
2. The name and address of the owner of the dog, if known.
3. The whereabouts of the dog if it is not in the custody of the owner.
4. The facts upon which the declaration of dangerous dog is based.
5. The availability of an appeal in case the owner objects to the declaration, if a request is made within 10 calendar days.
6. The restrictions placed on the dog as a result of the declaration of a dangerous dog.
7. The penalties for violation of the restrictions, including the possibility of destruction of the dog, and imprisonment or fining of the owner.

E. If the owner of the dog wishes to object to the declaration of a dangerous dog:

1. The owner may request a hearing before the director or director's designee by submitting a written request and payment of a \$25.00 administrative review fee to the animal control authority or its designee within 10 calendar days of receipt of the

declaration, or within 10 calendar days of the publication of the declaration pursuant to subsection C of this section.

2. If the director or designee finds that the declaration is not supported by a preponderance of the evidence, it shall be rescinded, and the restrictions imposed thereby annulled.

3. If the director or designee finds sufficient evidence to support declaration, the owner may appeal such decision pursuant to a city hearing examiner, provided, that the appeal and the payment of an appeal fee of \$75.00 must be submitted to the animal control authority within 10 calendar days after the finding of sufficient evidence by the animal control authority or its designee. The hearing examiner shall have the authority to enter the following finding:

a. Deny the designation as a dangerous dog;

b. Uphold the designation as a dangerous dog; or

c. Condition the designation as a dangerous dog for a period not to exceed 12 months, at which time the hearing examiner shall review the designation to determine if sufficient evidence to maintain the designation continues to exist. The hearing examiner shall require that during the period of conditional designation the owner shall comply with all provisions set forth herein.

4. An appeal of the hearing examiner's decision must be filed in superior court by means of a writ of review.

5. During the entire appeal process, it shall be unlawful for the owner appealing the declaration of dangerous dog to allow or permit such dog to:

a. Be unconfined on the premises of the owner; or

b. Go beyond the premises of the owner unless such dog is securely leashed, under the control of a competent adult and humanely muzzled or otherwise securely restrained.

F. In the case wherein a dog is found to be a dangerous animal pursuant to the procedures in this section because the dog killed or severely injured a human being without provocation, after the exhaustion of appeal therefrom, the dangerous dog shall be forfeited to the animal control authority and be humanely euthanized. The animal control authority shall follow the procedures contained in BLMC 6.04.189.

G. During the entire appeal process, should the owner fail to follow the restrictions outlined in this section, the animal control authority is authorized to seize and impound such dog for the

remainder of the appeal process. The owner shall be responsible for the daily boarding fee outlined.

**6.04.186 Permits and fees for dangerous dogs.**

A. Following the declaration of a dangerous dog and the exhaustion of the appeal therefrom, the owner of a dangerous dog shall obtain a permit for such dog from the animal control authority or its designee. In addition, the owner of a dangerous dog shall pay an annual renewal fee for such permit.

B. Should the owner of a dangerous dog fail to obtain a permit for such a dog or to appeal the declaration of a dangerous dog, the animal control authority is authorized to seize and impound such animal and, after notification to the owner, hold the dog for a period of no more than ten days before destruction of such animal. The animal control authority must comply with the requirements contained in BLMC 6.04.189.

C. Ownership Requirements:

1. It is unlawful for an owner to have a dangerous dog in the city without a permit issued under this section, except that this shall not apply to dogs used by law enforcement officials for police work.
2. The animal control authority shall issue a permit to the owner of a dangerous dog if the owner presents to the animal control unit sufficient evidence of:
  - a. A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog;
  - b. The dog has been microchipped and the number recorded with the Animal Control Authority; or the dog has an identifying tattoo, either inside the left ear or inside the left, rear, upper thigh of the dog and a color, digital photo of the tattoo (in electronic format) is provided to the animal control authority for identification purposes;
  - c. Two current, color, digital photographs (in electronic format) of the dangerous dog (minimum three inches by five inches in size), for identification purposes;
  - d. Current rabies vaccination;
  - e. Proof the animal has been spayed or neutered; and

f. A surety bond issued by a surety insurer qualified under chapter 48.28 RCW in a form acceptable to the animal control authority in the sum of at least \$500,000, payable to any person injured by the dangerous dog; or a policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under RCW Title 48 in the amount of at least \$50,000, insuring the owner for any personal injuries inflicted by the dangerous dog.

D. Following a declaration of a dangerous dog and the exhaustion of the appeal therefrom, it shall be unlawful for the owner of such dangerous dog to allow and/or permit such dog to:

1. Be unconfined on the premises of such person in a proper enclosure; and
2. Go beyond the premises of such person unless such dog is securely leashed and humanely muzzled or otherwise securely restrained.

E. The dangerous dog must wear a visible colored collar (not less than two inches in width) with current license tag at all times. Muzzle and collar must be available at time of inspection. An owner who fails to pass inspection will be subject to a \$50.00 reinspection fee per occurrence. Reinspection must occur during the prescribed 10-calendar-day period.

#### **6.04.187 Notification of status of potentially dangerous or dangerous dog.**

The owner of a dog that has been classified as a potentially dangerous or dangerous dog shall immediately notify the animal control authority when such dog:

- A. Is loose or unconfined; or
- B. Has bitten or otherwise injured a human being or attacked another animal or livestock; or
- C. Is sold or given away or dies; or
- D. Is moved to another address.

At least 48 hours prior to a potentially dangerous or dangerous dog being sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the animal control authority. If the new owner resides within the jurisdiction of the city, the new owner shall comply with all of the requirements of this chapter.

#### **6.04.188 Possession of a potentially dangerous or dangerous dog where prohibited.**

A. It is unlawful to bring a dog into the city that has been declared to be potentially dangerous or dangerous by any other agency, animal control authority, hearing examiner, municipality or court without providing 48 hours notice to the animal control authority of the intent to bring the dog

into the city. Prior to bringing the dog into the city, all conditions and provisions for licensing such a potentially dangerous or dangerous dog must be met by the owner and the owner must also comply with any and all conditions, and restrictions imposed by any other agency, animal control authority, hearing examiner, municipality or court which originally had declared the dog as potentially dangerous or dangerous. It is a gross misdemeanor to bring a dog into the city without following the provisions of this section.

B. Should the owner of a potentially dangerous or dangerous dog fail to obtain a permit for such dog as provided for in this chapter, the animal control authority is authorized to seize and impound such dog and, after notification to the owner, hold the dog for a period of no more than ten days before destruction of such dog by the animal control authority. If the owner can meet the licensing requirements within ten days, they may redeem their dog after paying all associated impound, boarding, and licensing fees. Prior to the animal control authority euthanizing the dog, the animal control authority shall follow the procedures outlined in BLMC 6.04.189.

C. When a dog has been declared potentially dangerous or dangerous by any agency, animal control authority, hearing examiner, municipality or court for the city, the owner of such dog shall be guilty of a gross misdemeanor if such animal is thereafter found to have been moved to a location other than as registered with the animal control authority without required notice. Nothing in this section relieves the owner from fully complying with any conditions, regulations, or provisions imposed by agency, animal control authority, hearing examiner, municipality or court for the city.

Section 7: Sections 6.04.189 of the Bonney Lake Municipal Code is hereby created to read as follows:

**6.04.189 Penalty for violation.**

A. Any person who violates any provision of this chapter relating to potentially dangerous or dangerous dogs shall, upon conviction thereof, be found guilty of a gross misdemeanor; provided further that any person found guilty of such gross misdemeanor shall pay all expenses, including shelter, food, veterinary expenses for identification or certification of the breed of the dog or boarding and veterinary expenses necessitated by the seizure of any dog for the protection of the public, and such other expenses as may be required for the destruction of any such dog.

B. Any potentially dangerous or dangerous dog which is in violation of the restrictions contained within this chapter shall be seized, impounded, and destroyed. Prior to the destruction of a potentially dangerous or dangerous dog, the owner may appeal the animal control authority's decision to seize, forfeit, and destroy the animal to the director of the animal control authority or the director's designee. The animal control authority must provide to the owner of the potentially dangerous or dangerous dog notice of the grounds for destroying the dog. The owner shall have an opportunity to rebut the decision made by the animal control authority to destroy the dog and the owner shall have the opportunity to subpoena witnesses and records. The director must find

by a preponderance of the evidence that the owner has violated this chapter and there is lawful authority to destroy the dog.

**Section 8:** Section 18.22.060 of the Bonney Lake Municipal Code is hereby amended to read as follows:

**18.22.060 Raising and grazing of livestock and poultry.**

Livestock and poultry must be kept in such a manner that meets all of the following minimum standards.

- A. Enclosures and grazing areas for livestock shall be placed on a lot no less than one acre and there shall be no more than two livestock per acre of enclosed usable pasture area.
- B. Enclosures and grazing area for poultry shall be placed on a lot no less than 4500 sq. ft. and there shall be no more than three poultry per residential lot.
- C. The pastoral roaming area for livestock or poultry shall be maintained no closer than 45 feet from a dwelling on an adjacent lot.
- D. No structure used primarily to house or feed livestock or poultry shall be closer than 45 feet from an adjacent property line.
- E. Livestock and poultry shall be maintained in accordance with chapter 6.04 of this code.

**Section 9:** Severability. If any one or more sections, subsections, or sentences of this Ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance and the same shall remain in full force and effect.

**Section 10:** 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 \_\_\_\_\_, 2011.

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

ATTEST:

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

APPROVED AS TO FORM:

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James Dionne  
City Attorney

Passed:  
Valid:  
Published:  
Effective Date:

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

<b>Department/Staff Contact:</b> Executive / Don Morrison	<b>Meeting/Workshop Date:</b> 22 February 2011	<b>Agenda Bill Number:</b> AB11-28
<b>Agenda Item Type:</b> Motion	<b>Ordinance/Resolution Number:</b> Ord. D11-28	<b>Councilmember Sponsor:</b> Deputy Mayor Swatman

**Agenda Subject:** At-Large System of Council Representation

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving Ordinance No. D11-12 Providing For An At-Large System Of Council Representation.

**Administrative Recommendation:** Approve

**Background Summary:** RCW 35A.12.040 requires councilmembers in Code cities to be elected at-large, unless an ordinance otherwise provides for election by wards. Bonney Lake is one of the few cities in the state in our size range that had otherwise established a ward system. After reviewing the pros and cons of a ward vs. an at-large system of Council representation for several years, the City Council has determined to consider BLMC code amendments that provide for all council position to be elected at large.

**Attachments:** Ordinance D11-12; Pro and Con Sheet

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

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	<i>Approvals:</i>		<b>Yes No</b>
Date:	Chair/Councilmember NAME	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember NAME	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember NAME	<input type="checkbox"/>	<input type="checkbox"/>
Forward to: Workshop	<b>Consent</b>		
	<b>Agenda:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s): 2-15-2011	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b> 2-4-11 (if applicable):

**ORDINANCE NO. D11-28**

**AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 2.04 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NO. 1061, AND REPEALING ORDINANCE NOS. 1231 § 2, 1223 § 1, 1118 § 1, 1030 § 1, 923 § 2, 816 § 1, 648 § 1, 556 § 1, AND 388 § 1, RELATING TO CITY COUNCIL REPRESENTATION.**

**WHEREAS**, RCW 35A.12.040 requires councilmembers in Code cities to be elected at-large, unless an ordinance provides for election by wards; and

**WHEREAS**, the City Council has determined to abandon the combined at-large/ward system of Council representation in favor of a completely at-large system of Council representation; and

**WHEREAS**, this change requires an amendment to BLMC Chapter 2.04, Council Policies and Procedures, and a repeal of BLMC Chapter 1.12, Ward System.

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

**Section 1.** BLMC § 2.04.1060 and Section 1 of Ordinance No. 1061 are hereby amended to read as follows:

**2.04.1060 Number of councilmembers.**

The City of Bonney Lake is a noncharter code city under the laws and statutes of the State of Washington and its city council shall consist of seven members, ~~five of whom shall be elected by wards in addition to two at-large positions.~~ all of whom shall be elected at large.

**Section 2.** BLMC § 2.04.950 and Section 1 of Ordinance No. 1061 are hereby amended to read as follows:

**2.04.950 Correspondence.**

All correspondence received by the council shall be answered in a timely manner. All correspondence or phone calls from citizens received by City Hall regarding policy or legislative issues shall indicate the date received and which department they were referred to for follow up and response. Copies of the information shall be provided to ~~the council member representing the appropriate ward for their information, as well as copies provided to the two at-large councilmembers.~~ all council members.

The city clerk is authorized to open and examine all mail or other written communications addressed to the city council. No mail shall be opened which is addressed to the personal attention of any one member of the council.

**Section 3.** BLMC Chapter 1.12 and Ordinance Nos. 1231 § 2, 1223 § 1, 1118 § 1, 1030 § 1, 923 § 2, 816 § 1, 648 § 1, 556 § 1, and 388 § 1, are hereby repealed in their entirety.

**Section 4.** 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 22<sup>nd</sup> day of February, 2011.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

Passed:  
Valid:  
Published:  
Effective Date:

# Ward System Pros and Cons

## ARGUMENTS MADE IN SUPPORT OF A WARD SYSTEM

Wards ensure that city leaders come from every section of the city

Wards give voters the feeling that they have better representation on the city council - that they know who their representative is.

The community feels more connected to its government because of the ward system

It is easier to achieve racial and economic diversity with a ward system.

At-large positions make it easier for candidates with the most name recognition to win.

Election campaign costs are cheaper with wards.

Ensures greater balance of representation for all geographic areas.

Brings politics closer to the people

Requires elected representatives to be more knowledgeable about the needs and concerns of their ward residents.

Councilors represent a more reasonable number of residents than with the at-large system.

Encourages councilors to liaise and consult with neighborhood groups and organizations.

## ARGUMENTS MADE IN SUPPORT OF AN AT-LARGE SYSTEM

The ward system creates “tunnel vision” on the Council since the primary focus is the ward, not the City as a whole.

The ward system creates a fragmented community and detracts from a sense of community and a vision of the community as a whole.

With a ward system, council members can bog down staff and budget processes with requests for special projects or services in their wards.

Ward system accentuates divisions within council.

In ward system residents may have to work with a councilor they do not know or like

Easier for Council member to play NIMBY (Not in my back yard)

Ward system more costly to administer and manage.

Councilors view city needs as a whole from a long-term perspective; most issues affect the city at large

More likely to make balanced decisions, especially with budgets

System promotes the election of the best candidates

Easy to administer and understand

Least costly system to manage

Everyone is accountable for all areas of the city

Councilors focus on city-wide issues and are more strategic in their thinking

Reduces perceived power of ‘ward bosses’

Electors can vote for all councilors and the mayor.