

CITY COUNCIL MEETING

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

AGENDA

City of



“Where Dreams Can Soar”

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

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

SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: *If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address 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:
 - a. Proclamation: Pierce County Reads, March 5th through April 30th.

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: **AB11-38 – Resolution 2111** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring surplus public utilities property located at XXX 181st Ave. E. (parcel no. 3675000062) and authorizing the mayor to dispose of said property in accordance with BLMC 2.70.100.

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 11 A. **Approval of Corrected Minutes:** March 1, 2011 Council Workshop, March 5, 2011 Special Meeting and March 8, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #60685 thru 60725 (including wire transfer #'s 3022011 & 30220111) in the amount of \$356,056.04; Accounts Payable checks/vouchers #60726 thru 60765 in the amount of \$426,898.60 for a grand total of \$782,954.64.
- Page 27 C. **AB11-20 – Resolution 2100** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Sewer Extension Agreement Between The City And Kahne Development.
- Page 43 D. **AB11-36 – Resolution 2110** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Participate In The WSDOT Sponsored Public Works Emergency Response Mutual Aid Agreement.
- Page 63 E. **AB11-41 – Resolution 2114** - 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 Plan Review Services.

V. FINANCE COMMITTEE ISSUES: None

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES:

- Page 67 A. **AB11-42 – Ordinance D11-42** - 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 71 A. **AB11-33 – Resolution 2107** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Purchase Eastown Sewer Easements From West And Caldwell Families.

- Page 97 B. **AB11-39 – Resolution 2112** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending The Days And Times Of The Community Development Committee Regular Meeting.

- Page 99 C. **AB11-40 – Resolution 2013** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Creating A Steering Committee For The Eastown Subarea Plan Update.

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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*Proclamation of the
City of Bonney Lake*

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

Whereas, Pierce County READS seeks to engage, involve, and connect people throughout Pierce County; and

Pierce County READS is the largest community reading event in the county, when people read an award-winning book, participate in free events, join with groups to discuss the book, and attend a free event to meet the nationally known, prize-winning author on April 30, 2011, at 7 p.m.; and

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

Now therefore, be it resolved by the _____

that March 5 through April 30, 2011 is proclaimed as:

Pierce County READS

PROCLAIMED this _____.

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

Department/Staff Contact: Admin Services / Edvalson	Meeting/Workshop Date: 22 March 2011	Agenda Bill Number: AB11-38
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2111	Councilmember Sponsor:

Agenda Subject:

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, setting a public hearing for March 22, 2011 at 7:00 p.m. or as soon thereafter as possible during the regular Council meeting to receive public input on the proposal to surplus and dispose of real public utility property located a XXX 181st Ave. E, identified as Parcel No. 3675000062.

Administrative Recommendation: HOLD PUBLIC HEARING.

Background Summary: This 4750 sq. ft. parcel was a former well head site and contains a small well house. The well facilities have long since been removed and the property unused for many years. The Chief Contracting Officer, Don Morrison, has determined the property and structure to be surplus to the City's needs. The parcel was used for public utility purposes. State law requires the Council to hold a public hearing prior to considering declaration of the parcel as surplus and authorizing its disposal. The County Assessor has placed an assessed value of \$5,300 for the land and structure. Public Works may remove the building, which would reduce the assessed value to \$4,300.

Attachments: Parcel Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: There is no budget impact associated with holding a public hearing.			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Finance Committee Date: 8 March 2011	<i>Approvals:</i>	Yes No
		Chair/Councilmember Dan Swatman	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Mark Hamilton	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember James Rackley	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent	
		Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s): 03/22/11
Meeting Date(s):	Tabled to Date:

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

RESOLUTION NO. 2111

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DECLARING AS SURPLUS THE REAL PROPERTY LOCATED AT XXX 181ST AVE EAST, BONNEY LAKE, WA, PARCEL NO. 3675000062, WITH A CURRENT ASSESSED VALUE OF \$5,300 AND AUTHORIZING THE MAYOR TO SELL SAID PARCEL BY PUBLIC AUCTION OR THROUGH OTHER FORMAL BIDDING PROCEDURES AS ESTABLISHED BY BLMC 2.70.100, WITH A MINIMUM BID OF \$2,150.

WHEREAS, the described lot and associated well house were used for public utility purposes; and

WHEREAS, the City Council of the City of Bonney Lake has determined the described parcel and well house are surplus to the ongoing needs of the City; and

WHEREAS, a duly noticed public hearing on the proposed surplus and disposal was held on March 22, 2011.

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, do hereby resolve that the described lot and building are surplus to the City's continuing needs and are no longer required for providing continued public utility service, and authorize the Mayor to dispose of the property through public auction or other formal bidding procedures as established in Bonney Lake Municipal Code 2.70.100, with a minimum bid of \$2,150.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2011.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk
APPROVED AS TO FORM:

James J. Dionne, City Attorney

SE32-T20N-R05E



Scale 1" = 100'



NW32-20-05	NE32-20-05	NW33-20-05
SW32-20-05	SE32-20-05	SW33-20-05
NW05-19-05	NE05-19-05	NW04-19-05

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COUNCIL WORKSHOP

**March 1, 2011
5:30 p.m.**

MINUTES



"Where Dreams Can Soar"

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

Audio Time Stamp ↓

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

I. Call to Order: Mayor Neil Johnson, Jr. called the Workshop to order at 5:31 p.m.

II. Roll Call: [A1.3]

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

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

III. Agenda Items:

5:34:20

A. Council Open Discussion:

Council Retreat: City Administrator Morrison said the Council Retreat is scheduled to start at 8:30am on March 5, 2011 with a continental breakfast. He said each Council Board and Commission will have a representative at the table for discussion.

Native Plant Salvage Alliance: Councilmember Hamilton said the Alliance removes native plants from areas that are going to be developed and replants them in new undeveloped areas. He said he would like to see the City work with the group to take advantage of the native vegetation for use on City projects.

Reed Property: Councilmember Hamilton asked about the cost of repairs to the roof of the Reed property located at 7109 Barkubein Rd E. City Administrator Morrison said the damage to the roof is extensive and an initial bid for replacing the roof is \$18 - \$25,000. Police Chief Mitchell said a temporary repair has been completed and most of the damage has been fixed. He said the repair should last about 8 months. He said the tiles on the roof are very old and replacement tiles are no longer available, so the roof would need to be replaced. Community Services Director Leaf said the City only has one estimate on repairs, and if the City is going to replace the roof, it would need to go out for bid. He said the initial bid is for a composition roof. Councilmember Decker said if the City is going to replace the roof all options need to be examined, including a metal roof.

Citizen Recognition: Councilmember Hamilton said he would like to recognize Alford and Elma Milotte, who received six academy awards and retired to the Bonney Lake area. He wants to preserve the history of notable people from the area. He said his concern is the loss of history as time goes on. Councilmember Carter suggested the City host a film festival with their movies. Mayor Johnson said the Council needs to gather information and set up criteria on whom and how citizens are recognized.

Sales Tax Report: Councilmember Hamilton said he is concerned with December's sales tax decline. He said Pierce Transit and Washington State also showed a decline in sales tax for December. Councilmember Rackley said the state announced 11,000 jobs were created last month, and he believes the economy is getting better.

Families First Coalition: Councilmember Carter said she attended the February 28, 2011 meeting, and the coalition thanked the City for their participation.

DB Cooper Video: Councilmember Carter said she received the History Channel's DVD about the life of D.B. Cooper. She suggested the City have a public viewing of the movie.

Permits: Councilmember Carter said she received information that Miles Sand and Gravel have requested a permit for mining and Plateau 465 has requested a permit for logging. She said a permit has also been issued for logging 20 acres on Inlet Island. She said she has a concern about this affecting the Victor Falls aquifer.

Small Farm Animals: Councilmember Carter asked about the regulation for chickens within City limits. She said the Public Safety Committee is looking for Council consensus in terms of how many chickens a person can have on a residential lot. She said the county code allow twelve chickens per 5-acre lot or six on a 1-acre lot. She said the City's original legislation is three per residential lot. She said other cities in the area allow three per residential lot. Councilmember Hamilton said the City needs to be sensitive to homeowners that have been in the County. Councilmember Decker asked if homeowner's association rules can supersede a City ordinance. City Attorney Ganson said HOA covenants are often times valid contractual obligations. He said people can agree to additional restrictions beyond the City code for an area, but a HOA could not have less restrictive rules.

Legislative Update: Councilmember Carter said House Bill 1014, which gives water and energy companies the ability to invoke eminent domain, was passed. She said House Bill 1188 concerning suffocation and other domestic violence offenses also passed. She said the City already has a similar domestic violence law in place. Councilmember Rackley asked about the proposed change regarding when and how impact fees are due. City Administrator Morrison said he does not believe this is moving forward and the Association of Washington Cities will continue to update the City on this issue. Councilmember Carter said there are no hearings scheduled at this time.

CUGA Annexation: Councilmember Decker asked for a status update on the annexation process. City Administrator Morrison said Pierce County has invoked jurisdiction and filed a 20 page brief detailing why they do not want the Boundary Review Board to allow the City to proceed with the annexation. He said the County's

brief focuses on Plateau 465 and does not mention the residents in the area. He said Plateau 465 also opposes the annexation. He said the Boundary Review Board Hearing is scheduled for March 8, 2011 at 10:00am. Mayor Johnson said he questions other cities being able to annex farmland if the City is not able to annex a truly urban area.

Pierce Transit: Mayor Johnson reported on the Pierce Transit Retreat. He said the Transit Board reviewed a map of districts in the transit area and how each area voted. He said the board is focused on continuing delivery of services, implementation of system redesign, greater efficiencies, a lean organization, and communication and engagement with the public. He said there was talk about the east Pierce area being unwilling to support transit, unwilling to vote for any further taxes, and boundary revision eliminating Bonney Lake, Buckley and Orting. He said most of the options that were put forward included new taxes. He said at the end of the meeting they discussed the desire to keep the service area the same and the need to find creative ways to serve the needs of the outlying areas. He said if Pierce Transit cannot find a way to service the outlying areas then they will look at a boundary revision allowing the smaller communities to provide their own public transit. The board voted to implement the reduction plan by October 2011. They are going to look at executive members, bus drivers and reduction of routes.

6:32:29

B. **Review of Council Minutes:** February 15, 2011 Workshop and February 22, 2011 Council Meeting.

Councilmember Hamilton asked the February 15, 2011 Workshop minutes be amended; p. 3 to say “less likely to run unopposed”.

The corrected minutes were forward with corrections to the March 8, 2011 Meeting for Council action.

6:33:57

C. **Discussion:** AB11-28 – Ordinance D11-28 - At-large vs. Wards for Council representation.

Councilmember Rackley said he contacted Fred Jacobson and Patch.com to ask their readership for input on the Wards vs. At-Large options. He said he received no response from Patch readers and very few from Fred Jacobson’s blog readers. He said he still wants to move this ordinance forward. He said it would show the Boundary Review Board that the City is preparing for the future. Deputy Mayor Swatman said he feels the At-Large system is better for the City’s future. He said the At-Large system better meets the City’s mission statement. He said it makes each Councilmember accountable for all areas for the City and all citizens. He said it allows citizens the ability to vote for all Councilmembers. He said the ward system has worked well in the past but it is time to move forward. He said a qualified person in his mind is anyone who is able to connect with the voters. Councilmember Lewis said he has received emails both for and against the change. He said some people like the idea of having a particular councilmember closer to their home in their neighborhood. He said he does not think that will change. He said he had a booth at Bonney Lake Days, and citizens were surprised that they were unable to vote for him because they lived outside his ward. Councilmember Decker said he wants to table this ordinance until May 2011. To allow citizens more time to comment. He said he is concerned about Councilmembers not being able to make as

much of a connection with citizens. He said he has had to deal with issues outside his ward in the past. Councilmember Hamilton said that having only one Councilmember is only one voice for the citizens concerns. Mayor Johnson said it would make the Council responsible for citywide decisions. Councilmember Carter said citizens can also utilize the City Boards and Commissions to voice concerns.

6:53:01

D. **Executive Session:** RCW 42.30.110(i) – The Council recessed to an executive session with the City Attorney at 6:53 p.m. for 10 minutes to discuss potential litigation. The Executive Session was extended at 7:04 p.m. for 5 minutes. The Council returned to Chambers at 7:11 p.m.

7:11:13

E. **Discussion/Action:** (Tabled From 02/22/11) AB11-29 – Resolution 2104 – A Resolution Amending Resolution 2065 and Extending the Timeline for Consideration of the Proposed Annexation of a Portion of the CUGA Adjacent to the Southern Border of the City.

Councilmember Rackley moved to approve Resolution 2104. Councilmember Decker seconded the motion.

Resolution 2104 Approved 7-0.

F. **Adjournment:**

At 7:11 p.m. Deputy Mayor Swatman moved to adjourn the Workshop. Councilmember Hamilton seconded the motion.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items submitted to Council at the March 1, 2011 Workshop:

- City of Bonney Lake - "Prop 1 Results by Precinct" - Mayor Johnson.

**CITY COUNCIL, PLANNING
COMMISSION, DESIGN
COMMISSION AND PARK
BOARD SPECIAL MEETING
(PLANNING RETREAT)**

**March 5, 2011
8:30 A.M.**

MINUTES

City of



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

LOCATION: Reed Property, 7109 Barkubein Road, Buckley, WA

-
- I. CONTINENTAL BREAKFAST** – A continental breakfast was provided to meeting participants starting at 8:30 a.m.
- II. CALL TO ORDER** – At 9:00 a.m., Mayor Neil Johnson, Jr. welcomed those in attendance.

A. 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.

Commissioners: Planning Commission Chairman Grant Sulham, Brad Doll, Winona Jacobsen; and Design Commission Chairwoman Debbie Strous-Boyd, David Colbeth; and Park Board Commissioners Fred Jacobsen and Valerie Zifka. Park Board Chairman Darren Proctor, Park Board Vice Chair Brian Cebe and Design Commissioner Thomas Kennedy arrived while the meeting was in progress.

Management Staff 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 Planning Manager Heather Stinson.

III. EASTOWN PLAN

Public Works Director Dan Grigsby provided the group with an update on the public works infrastructure in Eastown. He described the current status of easements in Eastown for streets and sewer. He noted the City has acquired or is in process of acquiring all the easements necessary to construct what he describes as the "backbone" of the Eastown sewer system. Councilmembers Hamilton and Carter asked questions about the handling of storm water in Eastown and the protection of the Fennel Creek watershed. Director Grigsby responded to those questions referencing the planned storm water ponds and their operation. Councilmember Carter suggested the storm water ponds may provide some passive recreational use by incorporating walking paths where possible. Further discussion of the Eastown area included the existing water system and upgrades to the Valley Water District facilities to meet required fire-flows in the area.

The City's Role in Eastown Infrastructure. Councilmembers Lewis and Rackley and Deputy Mayor Swatman spoke in favor of pushing forward with development of a sewer project in Eastown using either a utilities late-comer agreement (ULA) or a utilities local improvement district (ULID). Deputy Mayor Swatman suggested the City may need to consider funding the

project if the ULA or ULID are not viable. He added that use of condemnation powers may be required to acquire easements refused by individual holdout property owners. Chairman Sulham warned against creating conditions favorable to the development of strip malls in the area and urged a long-term vision for development of the area.

Councilmember Carter urged the City to take advantage of the favorable climate for construction bids. She also asked for a summary of the ULA and ULID financing options. The group discussed the various mechanisms for funding the required sewer and water improvements, including bonds and rate increases. City Administrator Morrison cautioned that depending on what type of financing mechanism the City uses, the City may have to choose between projects to pursue. Councilmember Lewis suggested the City approach infrastructure development in Eastown in a phased approach with reasonable increments. Councilmembers Hamilton and McKibbin spoke of return-on-investment in development of the Eastown infrastructure and voiced concern that the ROI has not yet been demonstrated. Councilmember Hamilton said he does not feel there is a full-fledged partnership yet between the City and the property owners. Councilmember Decker urged property owners to demonstrate to the City Council that there is real interest from actual partners in the development of their property. Mayor Johnson said he would be willing to sign a non-disclosure agreement if it would make property owners feel more comfortable in demonstrating there is real development interest in their properties. Chairwoman Strous-Boyd suggested a project planning approach to infrastructure improvements in Eastown, such as, a determination of how much risk can be absorbed by the City and comparing that to some income projections for a developed Eastown. Councilmember Lewis urged the Eastown property owners to form a corporation that can speak with a unified voice.

Concluding the discussion for this portion of the meeting agenda, Mayor Johnson suggested the City proceed with development of a ULA with a significant partner for at least part of the infrastructure systems for Eastown. There was a majority consensus of the Council for the City to pursue this approach.

Mayor Johnson announced a ten minute break at 10:30 a.m. The meeting resumed at 10:42 a.m.

The Vision for Eastown. City Administrator Morrison described the results from the online survey recently conducted. The survey canvassed the opinions of City officials and property owners in Eastown. He summarized the results of the survey as follows:

1. Both the majority of city officials and property owners envision Eastown as a commercial mixed use center, although city officials envision more large scale commercial operations, e.g., big box retail.
2. Both city officials and property owners overwhelmingly envision Eastown as a unique and distinct commercial center. Very few want to see Eastown develop as simply an extension or continuation of Midtown.
3. Neither city officials nor property owners envision any industrial uses in the area; nor agriculture. More city officials are open to multi-family residential uses (which are permitted in the current C2/C3 zone).
4. There is general consensus between city officials and property owners on the type of uses in Eastown. One notable exception is outdoor storage.
5. There is considerable disagreement between city officials and property owners as to what degree the City should dictate design and development standards. Property owners are most supportive of landscaping standards and building design standards, while city officials want a broader range of standards, including building design, landscaping, a consistent architectural style/theme, and pedestrian circulation systems.

6. Both city officials and property owners think building design standards are the most important of all potential design/development standards.
7. There is only lukewarm city official support to mandate the location of parking in Eastown. This is overwhelmingly opposed by the property owners.

The group discussed the location of parking for commercial development in Eastown. Councilmember Carter suggested a car dealership should be differentiated from other commercial uses. There is a clear need to have their vehicles on display. Chairwoman Strous-Boyd said there is much work being done on the use of landscaping to mitigate complaints about a sea of cars in front of large stores. She said that developers have generally exhibited a willingness to be flexible in architectural treatments and landscape design. Councilmember Carter suggested the City give a specific definition to "mixed-use." Director Vodopich noted there is currently no specific definition of that term. Several of the group spoke of preserving flexibility in design for Eastown and in determining the need for pedestrian amenities.

Sample Planning Process for the Eastown Subarea Plan Update. City Administrator Morrison referred to the discussion draft included in the agenda packet. There was general consensus that only minor modifications to the Eastown Plan, to include a review of the C2/C3 zone, were needed. There was also a majority consensus to include a steering committee to include a representative from the Planning and Design Commissions on the steering committee. Incorporating an open house and public input to the process was also discussed.

IV. LUNCH BREAK

The group took a lunch break starting at 11:45 a.m. The meeting continued at 1:00 p.m.

V. PARKS, TRAILS, OPEN SPACE AND RECREATION

Mayor Johnson introduced Michelle LaRue and Ron McMahon of the YMCA of Pierce and Kitsap Counties. Ms. LaRue provided an overview of the YMCA's response to Mayor Johnson's earlier letter regarding the City's possible participation in development of a YMCA in Bonney Lake. She described the potential for a facility ranging from 40,000 to 50,000 square feet, with a master plan for 70,000 square feet. She described a critical path of milestones incorporating the City's initial pledge of \$1.0 million and 10 acres of land for the facility and parking. She noted the proposed issuance of an \$8.0 million voter approved bond measure. Ms. LaRue added the remainder of funds needed to develop a Bonney Lake YMCA would come from the YMCA's capital campaign. There was general discussion with the group about the desire for a competitive pool. Ms. LaRue responded that there was interest in Sumner for a more recreational-style of pool, and that a competitive pool in Bonney Lake would more closely match the interest expressed from schools and the communities on the plateau.

Park Board Chairman Darren Proctor asked a number of questions regarding the methods the YMCA used to gather community interest, the fees associated with YMCA programs and the membership-centered approach of the YMCA overall. He said the Park Board favored the development of a community center over that of a YMCA. He said the Board feels there is greater potential to serve more sectors of the community with a community center approach.

2011 Park Plan Update. Community Services Director Gary Leaf gave an overview of the Park Board work on the Parks Master Plan Update. He reviewed some of the changes in the City's parks facilities since the first plan was created in 1997. He summarized the general findings of the park plan update to be as follows:

1. A capital improvement plan for 2011-2025 which totals \$55 million for existing City limits and \$87 million if the Comprehensive Urban Growth Area (CUGA) is included.
2. To fully implement the plan, park impact fees will have to increase to a little more than \$5,000 per household.
3. If park impact fees were increased as proposed, the City would still need to issue bonds totaling \$27 million for parks facilities within the current city limits and \$44 million if the CUGA is considered.
4. The maximum operations and maintenance levy that could be generated from a metropolitan parks district with the current city limits as its boundary would be \$1.8 million.

City Administrator Morrison suggested the Parks Master Plan Update be put on hold to include or consider the following issues:

1. The tri-agency recreation agreement between Bonney Lake, Sumner and Sumner School District.
2. Open space definitions.
3. The CUGA Regional Park.
4. Reconciliation/Revision of population projections.
5. The YMCA/Community Center.
6. Fennel Creek/Conservation Futures acquisition.
7. The potential swap of City-owned land near Target.
8. Development of general park facility descriptions rather than specific park site plans.
9. Impact of park features on operations & maintenance.

Long-term Parks and Recreation Structure for the City. The potential for a Metropolitan Park District was discussed. City Administrator Morrison described how a park district would operate and a possible scenario for its governance. The group favored further exploration of the formation of a park district with district limits being coterminous with the City limits. It was explained that the district would require a public vote. Mayor Johnson said the topic of a metropolitan park district would be scheduled for further discussion at a Council workshop.

Park Development and Capital Financing.

Park Board Chairman Proctor said the Board would like to see the City's emphasis be on trails, a sports complex and a community center. He said the trails and sports complex could provide an economic stimulus to the City. He also reiterated the Board supports a community center rather than a YMCA. He said the Board's review indicates a community center provides a community gathering place that reaches a broader segment than the YMCA. Councilmember Rackley said that community centers are generally not financially viable and require subsidization from the City to continue operations. Councilmember Lewis said Allan Yorke Park is currently the best gathering place with such activities as recreation, music in the park, movie nights, Bonney Lake Days, etc. Mayor Johnson spoke in favor of a YMCA and the ability of such a facility to meet the expressed needs of the community. There was a majority consensus of the group to continue to pursue an agreement with the YMCA.

City Administrator Morrison reviewed the current bonding capacity of the City. He said that while the City could bond for up to \$55 million, covering the debt service would be very difficult. Doing a voted parks bond for development of the YMCA was discussed. City Administrator Morrison questioned the YMCA's request that the facility be turned over to them after 30 years. He suggested that if a majority of funding came from the City and its citizens,

then the facility should remain in the ownership of the City and an agreement for operations sought from the YMCA. Mayor Johnson responded that the YMCA would be willing to work with the City in the approach to ownership and operations.

The group took a 15 minute break at 2:45 p.m. and resumed the meeting at 3:00 p.m.

VI. MIDTOWN PLAN

City Administrator Morrison introduced the topic by explaining that due to budget constraints, the Midtown planning effort was being largely staff driven. He invited Planning Manager Heather Stinson to address the three Midtown Options identified in the agenda packet. Possibilities of flexible boundaries, inclusion of parks, restricting the district to commercial areas were all discussed by the group. There was a general majority consensus to include walkable community and pedestrian circulation and gathering elements in design elements, landscaping to minimize sound and light trespass. The group concluded to refer to the park on the former WSU forest as the Midtown Park. Further consensus was reached to leave the park planning of the Midtown Park to the Park Board, and that the Midtown plan would focus on the commercially zoned areas, including the higher-density zoned Cedar Grove area. There was agreement not to incorporate any special zoning or other overlays for the plan.

VII. COUNCIL OPEN DISCUSSION

Councilmember Decker asked for an update regarding the new Justice Center. Director Vodopich provided the group with an update and reminded the Council and department directors that some delays may preclude full use of the facility until later in April. He said the first Council meeting scheduled for the Justice Center is the Council Workshop of May 3rd. Councilmember Carter suggested the Justice Center's LEED status might be used as a component for the City's submission to AWC for an award recognition.

Councilmember Hamilton asked about the City's application for inclusion of the Fennel Creek/Kelley Farm area in the City's Urban Growth Area. Director Vodopich said the City's website includes the timeframes established by Pierce County for the consideration process. City Administrator Morrison commented on the County's Boundary Review Board hearing regarding the proposed annexation of the CUGA. He noted the hearing would be held on Tuesday, March 8th.

Councilmember Hamilton showed pictures of the footings for trails used in the Nisqually Basin. He suggested their minimal impact design might be useful as the City considers development of the Fennel Creek trail.

VIII. ADJOURN

With no further comment under Council Open Discussion, Mayor Johnson closed the special meeting at 3:55 p.m.

Items presented to Council at the March 5, 2011 Special Meeting:

1. Document – *From: Eastown, Property Owners South of S.R. 410* – David Ambrose.
2. Memorandum to Mayor and City Council – *Eastown – Public Works Infrastructure* – Dan Grigsby, Public Works Director.

3. Map – *Eastown Sewer & Frontage Road Easements* - Dan Grigsby, Public Works Director.
4. Document – *Eastown Visioning Survey Results Comparison* – Don Morrison, City Administrator.

CITY COUNCIL MEETING

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

MINUTES



"Where Dreams Can Soar"

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

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

Audio Time
Stamp ↓

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

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

A. Flag Salute: 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, Councilmember Randy McKibbin, and Councilmember Jim Rackley.

[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, City Attorney Jim Dionne, and Records & Information Specialist Susan Duis.]

C. Announcements, Appointments and Presentations:

1. Announcements:

Mayor Johnson thanked staff members, board members, commissioners, and Councilmembers who attended the Council Retreat on March 5, 2011. He said it was a very productive and worthwhile meeting. Councilmember Rackley said he appreciated having members of the boards and commissions participate at this year's retreat.

2. Appointments: None.

3. Presentations: None.

D. Agenda Modifications:

Councilmember Rackley moved to move Resolution 2107 (AB11-33) from Consent Agenda, Item D., to Community Development Issues, Item C. Councilmember Decker seconded the motion.

Motion approved 7 – 0.

7:04:05

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

David Colbeth 21816 113th St E, Bonney Lake, invited everyone to attend the Sumner-Bonney Lake area Communities for Families Coalition annual Community Summit on March 17th in Sumner. The event starts at 3pm and includes discussions on important issues impacting area youth and their families. He thanked the City for their ongoing support of the coalition and participation in past events.

Mr. Colbeth also spoke on behalf of the Bonney Lake Lions Club, of which he is president. He said their youth group, called ‘Leo’s Club’, sponsored and served Christmas Dinner at the Senior Center in 2010, and they are focusing on youth participation. He said the 5th annual ‘Death By Chocolate’ fundraising dinner and auction is on April 9, 2011 at 5:30 p.m.

Brad Doll, 20211 101st St E, Bonney Lake, thanked the City for its efforts on annexing areas South of the City, where he lives. He said the Boundary Review Board did not approve the City’s annexation proposal and seemed to have made a decision before the hearing. He said it seemed their focus was on the Plateau 465 development area, and not on the 7,000 residents who live in the rest of the proposed area.

Jim Schwartz, 4849 N. Island Dr E, Bonney Lake, said he is a new resident in Bonney Lake and sits on the Inlet Island HOA board. He lives next door to the HOA-owned park on Inlet Island, and has experienced residents using the park after hours many times. He said he has called the police but they say they cannot enforce the HOA’s rules. He asked what he can do to resolve the issue. Police Chief Mitchell said since residents are part-owners of the HOA park, the Police cannot force them off the property unless they are violating other laws. He said the issue may need to be addressed by the HOA using its rules, and noted that they have to do extra patrols for City parks, because people often try to use them after-hours. He asked Mr. Schwartz to contact him so they could meet and discuss the issues and options.

Mayor Johnson and the Council wished Community Development Director Vodopich a happy birthday.

C. Correspondence: None.

7:18:36

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed options to deal with the boat launch bollard system. One idea is to use the existing boat launch kiosk to issue parking permits for vehicles, and use those to enforce payment for use of the boat launch.

- B. Community Development Committee: Councilmember Rackley said the committee met on February 28th and has scheduled a special meeting on March 15th at 4:00 p.m. They discussed Eastown sewer easements and lift station design, and forwarded Resolutions 2101, 2102 and 2107 to the current agenda.
- C. Public Safety Committee: Councilmember Hamilton said the committee met on March 7th and discussed mutual aid agreements with the City of Sumner and Pierce County, which were forwarded to the March 22nd meeting for action. The committee also discussed the animal code related to poultry, and recommended allowing up to 3 chickens on lots less than one acre, up to six for larger lots, and a ban on roosters. Deputy Fire Chief John McDonald discussed lakeside signage for emergency response on the lake. The committee also discussed updates to Chapter 10.16, and speed control issues on Church Lake Dr.
- D. Other Reports:
- Communities for Families Coalition: Councilmember Lewis attended the Sumner-Bonney Lake Coalition meeting on March 3rd. They discussed upcoming events including the Community Summit on March 17th and a Job & Resource Fair on April 11th at the Daffodil Valley Elementary School from 6:00 to 7:30 p.m. County Councilmember Dan Roach spoke to the coalition about issues facing the County.
- Pierce Transit Hearings: Mayor Johnson said a public hearing on the Pierce Transit reduction plan will be held on April 28th at the new Bonney Lake Justice Center located at 9002 Main St E from 5:30 to 7:30 p.m.
- CUGA Annexation: Mayor Johnson said the Boundary Review Board rejected the City's annexation proposal. He said the Council will discuss this action and the City's options in the future.

7:28:14

IV. CONSENT AGENDA:

- A. **Approval of Corrected Minutes**: February 15, 2011 Council Workshop and February 22, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers**: Accounts Payable checks/vouchers #60605 thru 60621 in the amount of \$24,661.28 for 2010 expenses; Accounts Payable checks/vouchers #60622 thru 60661 (including wire transfer #'s 2112011, 2162011, 2172011) in the amount of \$621,948.21 for 2011 expenses; Accounts Payable checks/vouchers #60662 in the amount of \$67.79 for Utility Refunds; Accounts Payable checks/vouchers #60663 thru 60683 (including wire transfer #'s 2152011, 3012011, 7056179 & 20110215) in the amount of \$150,334.52; Accounts Payable checks/vouchers #60684 in the amount of \$94.86 for utility duplicate payment refund for a grand total of \$797,106.99. Voided Checks: 59218 – wrong vendor/wrong amount. Replaced with check number 60610 & 60617; 60316 – wrong vendor. Replaced with check number 60662.
- C. **Approval of Payroll**: Payroll for February 160-28th 2011 for checks 29636-29662 including Direct Deposits and Electronic Transfers in the amount of \$ 581,735.13.

- D. ~~AB11-33 – Resolution 2107~~ – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Purchase Eastown Sewer Easements From West And Caldwell Families.
- E. **AB11-37** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Public Hearing For March 22, 2011 At 7:00 P.M. Or As Soon Thereafter As Possible During The Regular Council Meeting To Receive Public Input On The Proposal To Surplus And Dispose Of Real Public Utility Property Located At XXX 181st Ave. E, Identified As Parcel No. 3675000062.

The Council previously moved Consent Agenda Item D., Resolution 2107, to Community Development Issues Item C. during Agenda Modifications.

Councilmember Decker moved to approve the Consent Agenda as amended. Deputy Mayor Swatman seconded the motion.

**Consent Agenda approved
as amended 7 – 0.**

V. FINANCE COMMITTEE ISSUES: *None.*

7:28:47

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- A. **AB11-21 – Resolution 2101** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With KPG Consultants For The Design Effort Of The 2011 Septic Reduction Program.

Councilmember Decker moved to approve Resolution 2101. Deputy Mayor Swatman seconded the motion.

Resolution 2101 approved 7 – 0.

- B. **AB11-22 – Resolution 2102** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Parametrix Engineering For The Design Effort Of The Lift Station #17 Improvement Project.

Councilmember Lewis moved to approve Resolution 2102. Deputy Mayor Swatman seconded the motion.

Resolution 2102 approved 7 – 0.

- C. **AB11-33 – Resolution 2107** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Purchase Eastown Sewer Easements From West And Caldwell Families.

Councilmember Rackley moved to table Resolution 2107 to the March 15, 2011 Workshop for discussion. Councilmember Decker seconded the motion.

Motion to table approved 7 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: *None.*

7:30:24

VIII. FULL COUNCIL ISSUES:

- A. **AB11-28 – Ordinance 1383 (D11-28)** – An Ordinance Of The City Council 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.

Councilmember Rackley moved to approve Ordinance 1383. Deputy Mayor Swatman seconded the motion.

**Ordinance 1383 approved 6 – 1.
Councilmember Decker voted no.**

IX. EXECUTIVE SESSION: *None*

7:30:52

X. ADJOURNMENT:

At 7:30 p.m., Councilmember Rackley moved to adjourn the meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items presented to Council at the March 8, 2011 Meeting: *None.*

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

Department/Staff Contact: PW / Douglas Budzynski	Meeting/Workshop Date: 22 March 2011	Agenda Bill Number: AB11-20
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2100	Councilmember Sponsor: Jim Rackley

Agenda Subject: Kahne Development Sewer Extension Agreement

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Sewer Extension Agreement Between The City And Kahne Development.

Administrative Recommendation:

Background Summary: The Kahne Development is in the planning level to develop the land site, south of SR-410 at 219th Ave E. The developer has met with public works representatives (PW) in an effort to understand the sewer plans described in the Eastown Comprehensive plan. The developer has expressed to the City that their efforts to meet the sewer improvements given in the Eastown Comprehensive plan are unattainable at this time because they are land locked by other property owners. The Developer has asked the City to allow him a temporary solution using a temporary lift station and force main that will be constructed and maintained by the developer. The details of a temporary lift station and force main allowance has been added to this Developer's Sewer Extension Agreement.

Attachments: Resolution 2100, Sewer Extension Agreement, Area map

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

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Community Development Date: 15 March 2011	Approvals: Chair/Councilmember Rackley Councilmember McKibbin Councilmember Lewis	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>					
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	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input type="checkbox"/> No								
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 22, 2011	Tabled to Date:

APPROVALS		
Director: <i>Dan Grigsby, Public Works</i>	Mayor:	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2100

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING A SEWER DEVELOPER EXTENSION
AGREEMENT WITH KELLY KAHNE FOR THE KAHNE
COMMERCIAL DEVELOPMENT.**

Whereas, The Kahne Commercial Development is located at 219th Ave, on the south side of SR-410 Highway, Bonney Lake, Washington; and

Whereas, This project is inside city limits and within Bonney Lake's sewer service area; and

Whereas, The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for sewer improvements added to the City's sewer system; and

Whereas, The City Council finds that it is in the public interest that this agreement be carried out at this time;

Now therefore, be it resolved;

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Sewer Developer Extension Agreement with Kelly Kahne for the Kahne Commercial Development.

PASSED by the City Council this 22th day of March, 2011

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



Section 1.01 SEWER DEVELOPER AGREEMENT

Article II. PUBLIC WORKS
DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and _____, hereinafter referred to as "Developer".

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

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Developer agrees to design and/or construct the SEWER system, or additions thereto, to be connected to the City's SEWER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The SEWER system, or additions thereto, shall be located within that area commonly referred to _____ as _____ which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".
- II. The Developer agrees to design and/or construct a temporary sewer lift station on the Premises to convey waste water generated by the Project to an existing sewer trunk line located in the south shoulder of SR410 Highway, to connect at approximately the location shown on Exhibit B (the "Temporary Lift Station").
- III. The Developer agrees to support the City's long-term plan for waste water conveyance from the Premises and from other properties located within the southwest region of the Eastown Area basin and construct a regional gravity sewer pipe line, at approximately the location shown on Exhibit C. The regional gravity sewer pipe line would serve not only the Premises, but other development within this sewer region.
- IV. The City agrees to allow the Developer to construct a temporary lift station and sewer lines on the Premises to serve only the site of this agreement in lieu of constructing the regional gravity sewer pipe line at this time. The Developer agrees to terminate service from the Temporary Lift Station and to construct and connect to the regional gravity sewer pipe line at the time and under the circumstances specified in this Agreement.
- V. In consideration of this agreement, the Developer shall dedicate the following easement and Right of Way to the City as shown on Exhibit A:
 - A. East-West Private Southern Frontage Road. A 41 foot wide utility easement and southern frontage road access within the limits of the Project that is in alignment with other sections of the Southern frontage road dedicated by other properties to the East of

the project. A legal description and notarized easement/access agreement shall be provided to the city prior to start of construction of this temporary sewer system. Construction of the Southern frontage road shall be as defined in the Eastown sub-area plan.

- B. North-South Public Roads. A 57 foot wide utility easement and public street right-of-way for all mapped streets in the Eastown sub-area plan. Where other properties within the city limits abut this alignment, the right-of-way dedication shall be 28.5 feet wide. A legal description and notarized dedication agreement shall be provided to the city prior to start of construction of this sewer system. Construction of these public mapped streets shall be in accordance with the Eastown sub-area plan.
- C. Southern East-West Public Road. A 57 foot wide utility easement and public street right-of-way for all mapped streets in the Eastown sub-area plan. The right-of-way dedication shall be 57 feet wide. A legal description and notarized dedication agreement shall be provided to the city prior to start of construction of this sewer system. Construction of these public mapped streets shall be in accordance with the Eastown sub-area plan.
- D. Eastown Future Road Network. Exhibit D provides the location of the Southern Frontage Road (private) and Mapped Streets (public).

VI. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed SEWER system, or additions thereto, within said premises in conformance with the City's "Conditions and Standards for SEWER System Construction", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive SEWER plan, which agreement shall include oversizing of SEWER mains as may be identified in the City's adopted SEWER comprehensive plan.

VII. The developer agrees that the construction of the SEWER system, or additions thereto, shall not commence until the following conditions have been fulfilled:

- A. The developer shall furnish the City with four (4) sets of detailed plans for the SEWER system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.
- B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.
- C. Minimum requirements for all plans for SEWER system, or additions thereto, submitted to the City for review are:
 - 1. Four (4) sets of plans and documents shall be submitted, wherein two (2) sets will be returned to the applicant.
 - 2. A preliminary plat of the area in which said SEWER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.

3. A map showing the location of the plat in relation to the surrounding area.
 4. A contour map of the plat with contour intervals of two feet or less.
 5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.
 6. A 1" = 50' plan of the SEWER system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
 7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the SEWER system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.
 8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the SEWER system, or additions thereto, to be constructed, consistent with City standards.
 9. Specifications sufficient to fully describe the work, consistent with City's "Conditions and Standards".
 10. Approvals from all regulatory agencies.
- D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:
1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of SEWER improvements.
 2. All lots shall be fully staked to assist all parties involved in the proper location of the SEWER system including services.
 3. All contractors and subcontractors shall have a current Washington State Contractors License.
 4. The Developer's SEWER system, or additions thereto, on Premises shall not be connected to the City SEWER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.

- E. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

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

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

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

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

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

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

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

- VIII. The construction, of the Developer's SEWER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and areas to cooperate providing reasonable advance notice on his construction schedule during, the various construction phases as requested by the City.
- IX. The Developer further agrees to pay the City's current civil review and inspection fees to cover the City's review and construction inspection efforts.
- X. The Developer's SEWER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:
 - A. Submit to the City in AutoCAD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
 - B. Payment of all permit fees and inspection fees and any other applicable City charges required for Premises.
 - C. Furnish the City with a Bill of Sale conveying, the SEWER system to the City.
 - D. A Performance Bond for 150% for the cost of the projected construction cost estimate (reviewed and approved by the city) of the regional gravity sewer pipe line according to City of Bonney Lake standards will be required as a condition of this agreement.
- XI. The Developer's SEWER system, or additions thereto, on Premises shall not be accepted for maintenance and ownership by the City until the following requirements have been performed:
 - A. Prior to turning the sewer system on the Premises over to the City, the Developer shall prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.

- B. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developer. This affidavit shall be in the form prescribed by the City.
 - C. Furnish a two year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the SEWER system will be free of defects in labor and materials.
- XII. The Developer shall agree to a two year warranty period of the sewer system on the Premises. The warranty period shall begin at the time the City accepts all requirements stated in parts X and XI. During the warranty period, in the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.
- XIII. The Developer shall maintain ownership and all maintenance responsibility of the sewer system on the Premises until such time one of the events in part XIV occur and the City accepts ownership of the system.
- XIV. The Developer agrees that the City shall be entitled to require construction of the regional gravity sewer pipe line serving the Premises, and extending to the City's gravity sewer system if any of the following events occur. Further, construction of this regional-public gravity sewer line shall be completed within one year after notification by the City. The Developer may request approval to establish a Local Improvement District or Latecomer's Agreement. Construction of this public gravity sewer pipe line shall occur when:
- A. A gravity sewer system becomes feasible or available to the Premises from the direction of the property known as Mazatlan.
 - B. The future Southern Frontage Road easement or Right of Way has been dedicated to the City from 214th Ave to the western boundary of the Premises;
 - C. Access to the regional gravity sewer pipe line becomes physically and legally available to the Premises; or
 - D. When time of ten (10) years has expired after the construction of the sewer system on the Premises.
- XV. Upon completion of the regional gravity sewer pipe line, the Developer shall be responsible for all costs associated with decommissioning the temporary lift station and associated force main and connecting the Premises to the City's gravity sewer system. This decommissioning shall be completed within one year after connection to the City's regional gravity sewer system becomes feasible and the Developer is given notification by the City. The Developer's failure to complete these requirements within one year after the notification by the City shall give the City's the right to pursue collection of the performance bond required in part X.D.

XVI. Upon completion of the regional gravity sewer pipe line, the Developer shall transfer ownership of the gravity sewer system to the City as well as a 15 foot sewer utility easement centered on the sewer trunk lines when outside public right-of-way. Prior to the time of ownership transfer, the gravity sewer system shall be inspected by the City and shall be located within an easement such that the City will be able to inspect the system. The Developer shall be responsible for all costs associated with any improvements to the sewer system that are needed to meet the City's standards prior to ownership transfer.

XVII. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this _____ day of _____ 20_____

DEVELOPER: _____ Date _____

Signature

Printed Name

Company Title (as applicable)

Address

City State Zip

Phone No. _____ FAX No. _____

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this ____ day of _____ 20_____

Neil Johnson Jr., Mayor

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT 'A'

PLAT NAME _____

DEVELOPER: _____

LEGAL DESCRIPTION: _____

Site Area Map

KAJANE COMPANIES
OWNER AND CONTRACTOR
PROPOSED SEWER EASEMENT
SKETCH



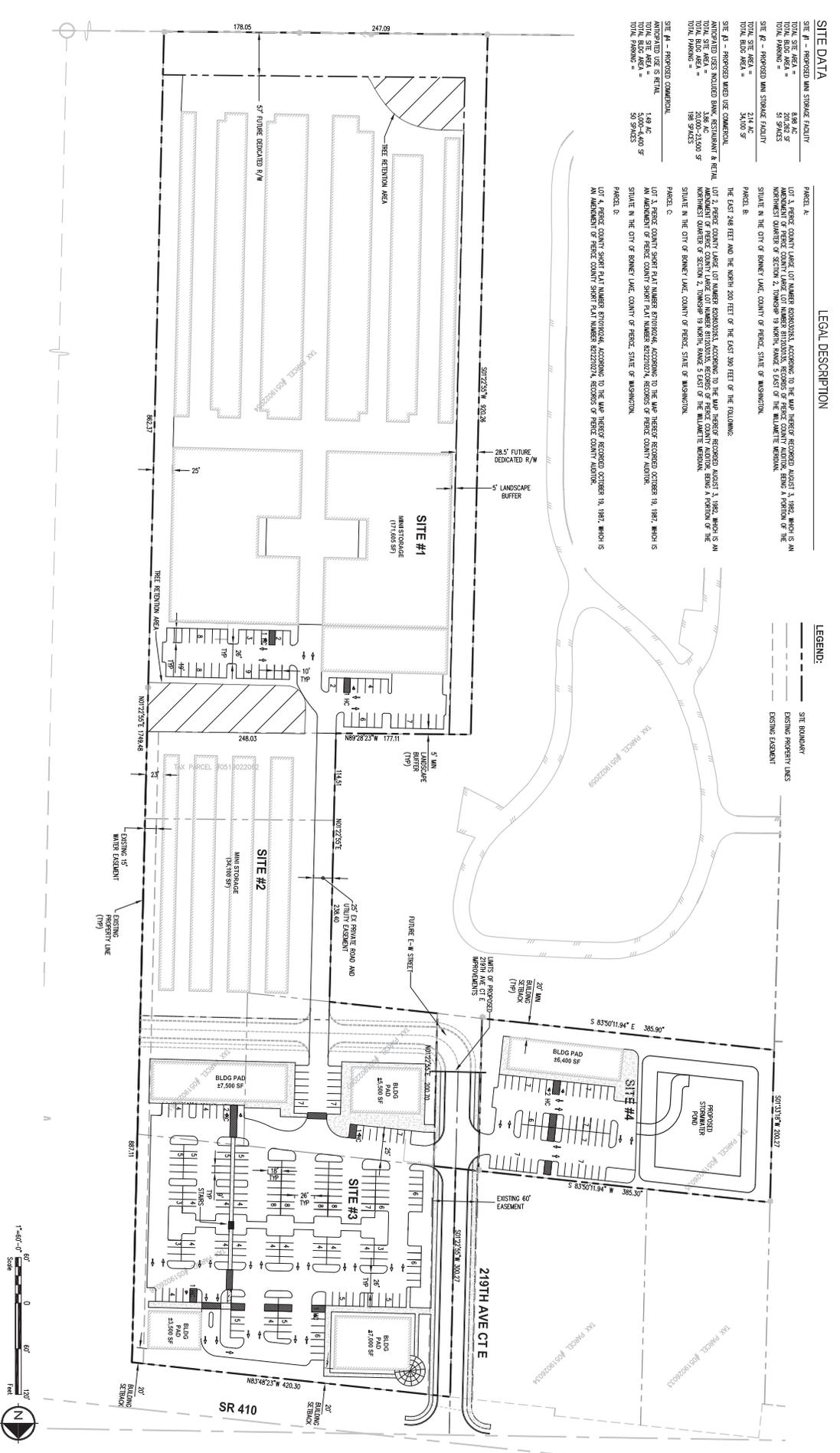
SHEA-CARR-JEWELL
 ENGINEERING AND PLANNING SERVICES
 2102 CARBIDE DRIVE, SUITE 100, OLYMPIA, WASHINGTON 98502
 P: 360.779.8200
 WWW.SHEACARRJEWELL.COM

DATE	REVISION
1-14-07	1
FEBRUARY 2011	2
2/25/11	3
APRIL 2011	4
2/25/12	5

SEWER DEVELOPMENT AGREEMENT - EXHIBIT "A"
 EASTOWN COMMERCIAL CENTER

GRAPHIC SCALE
 1"=60'
 0 60' 120'
 1"=40'-0" SCALE
 0 40' 80' 160'

DATE: 2/25/12
 SHEET NO: EX-1



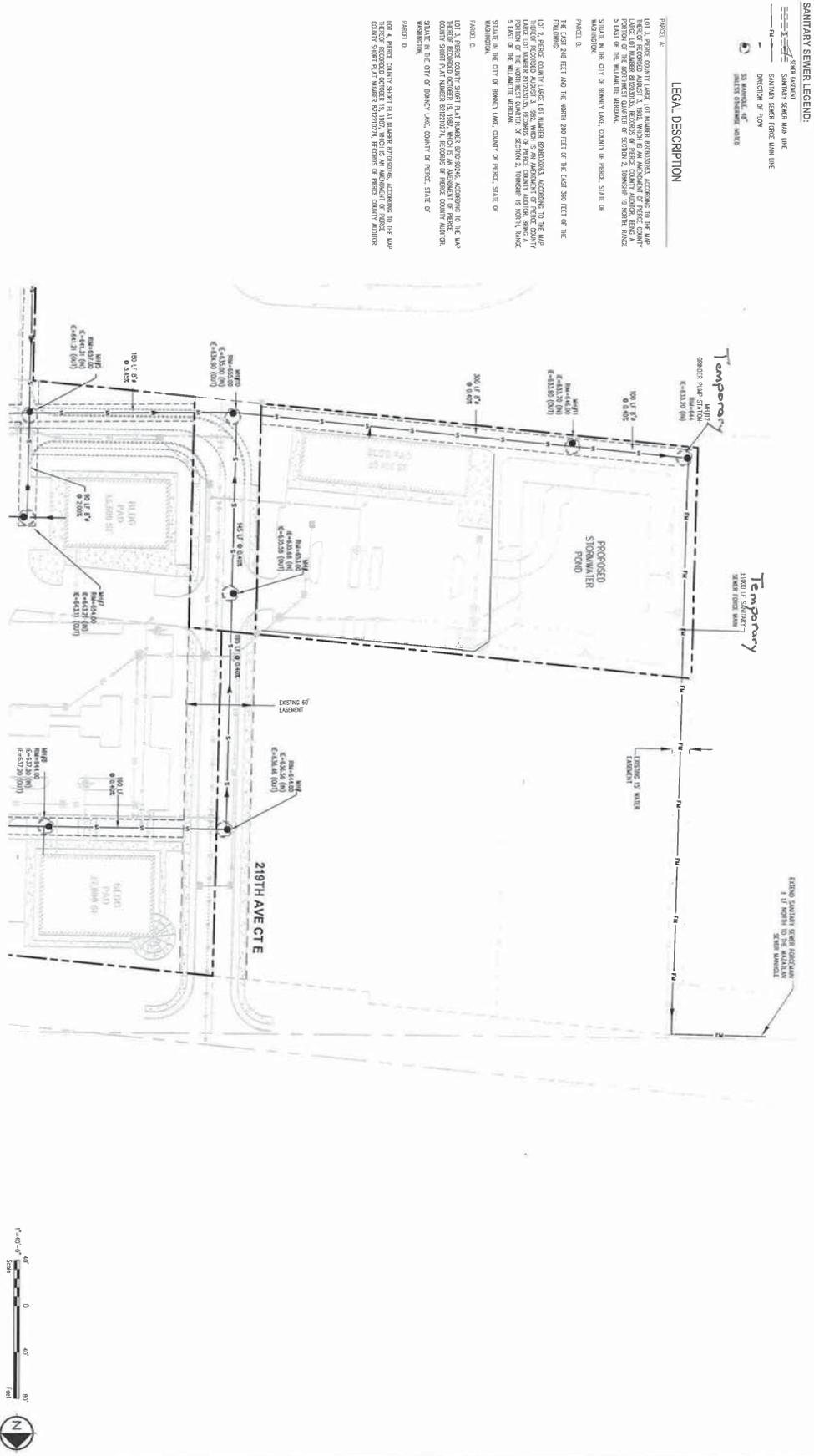
SHEA-CARR-JEWELL
 ENGINEERING AND PLANNING SERVICES
 21801 GARDNER RD. #200
 FARMERS BRANCH, TX 75440
 TEL: 972.352.2400 FAX: 972.352.2200
 WWW.SHEACARRJEWELL.COM

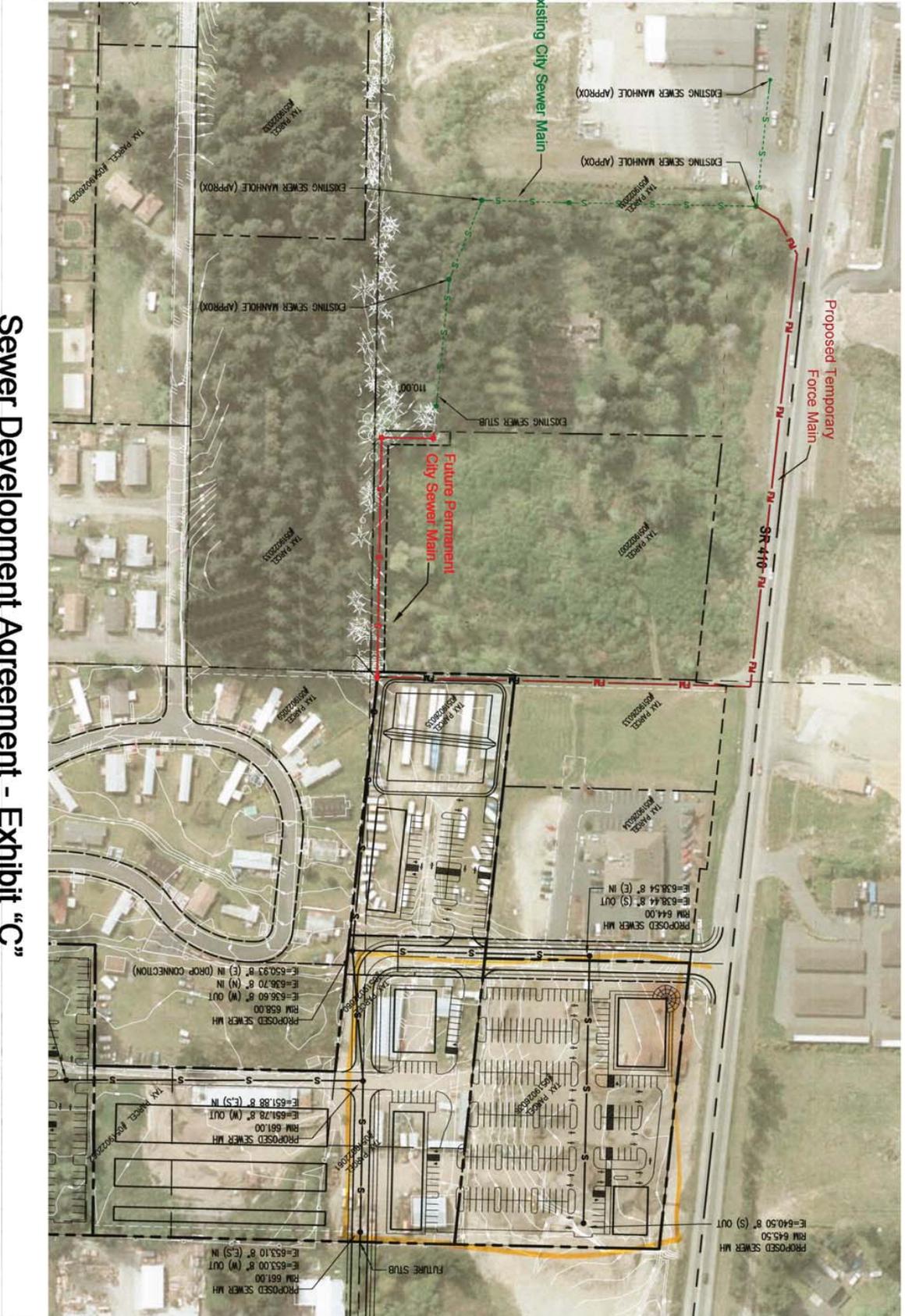
PROJECT NO. 2323-DI
 SHEA-CARR-JEWELL
 2/23/2011

SEWER DEVELOPMENT AGREEMENT - EXHIBIT "B"
EASTOWN COMMERCIAL CENTER

1"=60'-0"
 0 40' 80' 120'
 0 40' 80' 120'

EX2



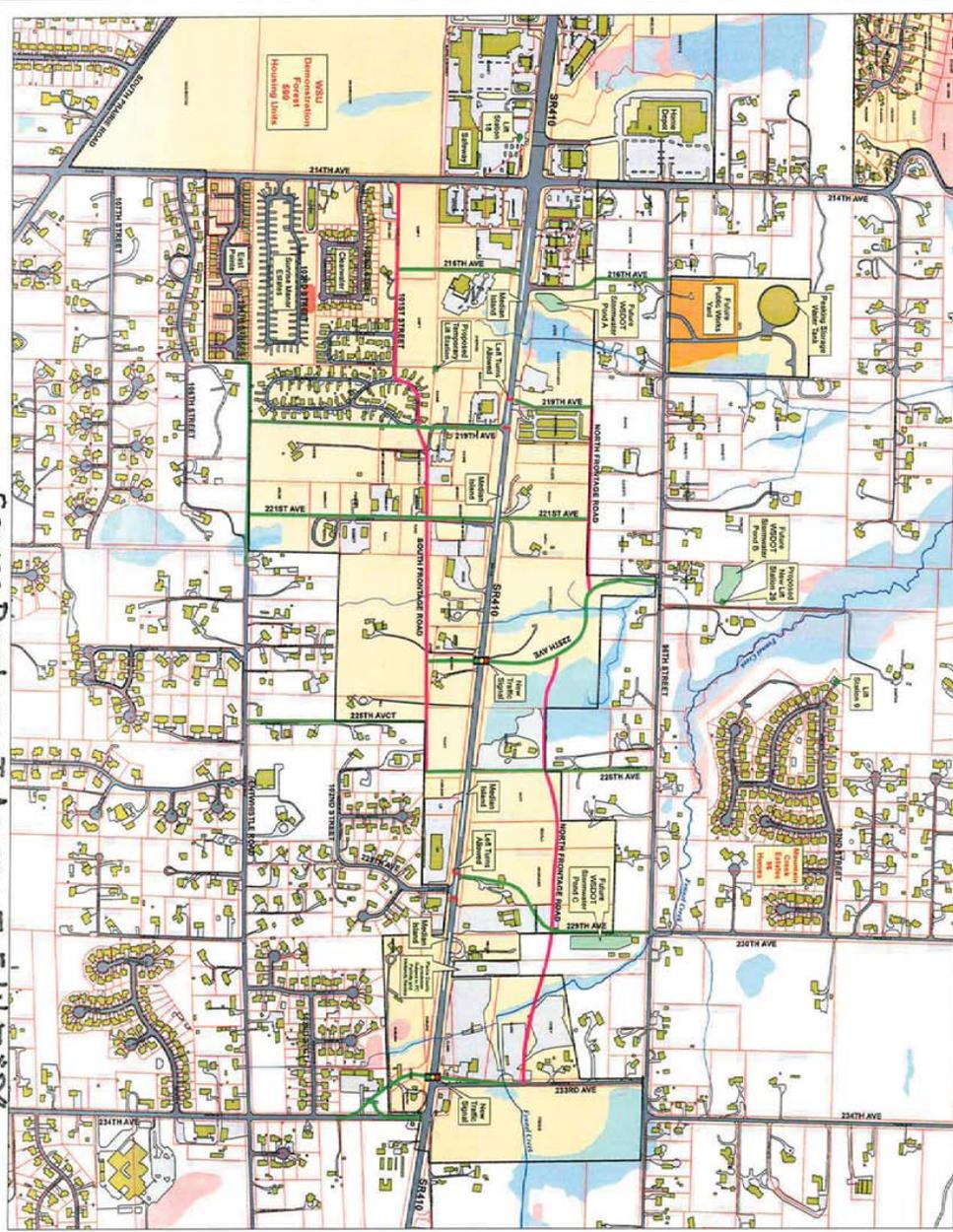


Sewer Development Agreement - Exhibit "C"
Future Permanent Sewer

02/22/2011

EASTOWN FUTURE ROAD NETWORK

Featuring Fennel Creek and Wetlands



Sewer Development Agreement - Exhibit D

LEGEND

- Sewer Lift Stations
- SR410 Median Islands
- Future Public Roads
- Future Private Roads
- Future Public Works Yard
- Future WSDOT Storm Ponds
- Tax Parcels
- Building
- Paved Road
- Other Impervious Surface
- Bonney Lake City Limits

FENNEL CREEK & WETLANDS

- Fennel Creek
- Fennel Creek Tributaries
- CWN Wetlands
- Supplemental Wetland Inventory
- National Wetlands Inventory

Vicinity Map

August 13, 2010

0 1,000

Feet

Scale

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

Department/Staff Contact: Executive / Brian Hartsell	Meeting/Workshop Date: 22 March 2011	Agenda Bill Number: AB11-36
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2110	Councilmember Sponsor:

Agenda Subject: Participation in the WSDOT Sponsored Public Works Emergency Response Mutual Aid Agreement

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Add The City Of Bonney Lake As A Signatory To The Wsdot Sponsored Public Works Emergency Response Mutual Aid Agreement. .

Administrative Recommendation: Approve the Resolution

Background Summary: Auburn, Buckley, Orting, and Milton—among others, participate in the WSDOT sponsored State Public Works Mutual Aid Agreement. At a recent Emergency Management Committee Meeting with East Pierce Fire & Rescue, we discussed the possibility of the City Bonney Lake and the City of Sumner formalizing a mutual aid agreement. After further research, to resolve to be added as signatories to this statewide agreement appears to be the best course. This action would formalize mutual support between Bonney Lake and Sumner, but also formalize mutual support with many other neighboring cities and with Pierce County. As a signatory, we would ensure compliance with FEMA policy (third attachment) that calls for mutual aid agreements as a requirement for Responding Agencies to receive FEMA disaster recovery funds under their Public Assistance program for aid given to Requesting Agencies. The mutual aid agreement and a complete list of all current participating signatory agencies are attached.

Attachments: 1) Mutual Aid Agreement 2) Current List of All Participating Agencies and 3) FEMA Policy Excerpt.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: N/A			

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

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

AGREEMENT

PUBLIC WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT

WHEREAS, the purpose of this pre-disaster agreement between the agencies is to provide for immediate assistance to protect life and property;

WHEREAS, this Agreement is authorized under State of Washington, RCW's 35 (City), 36 (County), 38.52 (Emergency Management), 39.34 (Interlocal Agreement) and 47 (Public Highway Transportation (DOT)); which is activated only in the event of a proclamation of an emergency by the local and/or state government approving authority;

WHEREAS, the agency asking for assistance from any signatory agency will herein be referred to as the Requesting Agency;

WHEREAS, the signatory agency agreeing to assist another signatory agency asking for assistance will herein be referred to as the Responding Agency;

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual aid; with the intent to supplement not supplant agency personnel.

NOW, THEREFORE, it is hereby agreed by each and all of the parties signatory to the Agreement as follows:

1. Each agency signatory to this Agreement agrees to furnish, upon its sole discretion, those resources and services it deems to be available to each other signatory agency hereto as necessary to assist in the prevention, response, recovery and mitigation of proclaimed emergencies/disasters.
2. It is hereby understood that this Agreement shall not supplant pre-existing mutual aid agreements nor deny the right of any agency hereto to negotiate other mutual aid agreements.
3. The Responding Agency shall assist in only those situations for which it has determined it has qualified personnel, appropriate equipment and necessary materials. Resources of the Responding Agency that are made available to the Requesting Agency shall, whenever possible, remain under the control and direction of the Responding Agency. The Requesting Agency shall coordinate the activities and resources of all Responding Agencies.

4. It is hereby understood that the Responding Agency will be reimbursed (e.g., labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. The Responding Agency shall submit an itemized voucher of costs to the Executive Head of the Requesting Agency within sixty (60) days after completion of work (RCW 38.52.080). Unless otherwise agreed, the Responding Agency shall receive reimbursement within ninety (90) days after the voucher submittal date.

5. The Responding Agency shall have no responsibilities or incur any liabilities because it does not provide resources and/or services to any other party to this Agreement. The Responding Agency shall retain the right to withdraw some or all of its resources at any time. Notice of intention to withdraw shall be communicated to the Requesting Agency's designated official, or the official's designee, as soon as practicable.

6. All privileges, immunities, rights, duties and benefits of officers and employees of the Responding Agency shall apply while those officers and employees are performing functions and duties on behalf of the Requesting Agency, unless otherwise provided by law. Employees of the Responding Agency remain employees of the Responding Agency while performing functions and duties on behalf of the Requesting Agency (RCW 38.52.080).

7. To the extent permitted by law, the Requesting Agency shall protect, defend, hold harmless and indemnify all other Responding signatory Agencies, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorneys fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this agreement, and will pay all judgments, if any, rendered. This obligation shall not include such claims, costs, damages or other expenses which may be caused by the sole negligence of the Responding Agencies or their authorized agents or employees.

8. Authorization and approval of this Agreement shall be in a manner consistent with the Agency's current procedures. This Agreement shall be effective upon approval by two or more agencies and shall remain in effect as long as two or more agencies are parties to this Agreement. Upon execution of this Agreement, the agency shall send an original or a certified copy of the agreement to the Washington State Department of Transportation, Highways & Local Programs Service Center. Highways & Local Programs shall maintain a list of all signatory agencies and send an updated list to all agencies whenever an agency is added or removed from the list.

9. Any agency signatory to this Agreement may cancel its participation in this Agreement by giving written notice to the Washington State Department of Transportation, Highways & Local Programs Service Center.

10. This Agreement is for the benefit of the signatory agencies only and no other person or entity shall have any rights whatsoever under this Agreement as a third party beneficiary.

Agency

County, Washington

Authorized Representative

Date

Designated Primary Contact:
Office: Contact: Phone Number:

Emergency 24 Hour Phone Number:

Approved As To Form

_____/S/_____
ANN E. SALAY
Office of the Attorney General

Date: July 10, 1997

Public Works Emergency Response Mutual Aid Agreement Signatory Agencies

Signatory Agency	Primary Contact	Phone No.	Emergency 24 Hour Phone No.	E-Mail Address
COUNTIES				
Adams	Gale Kulm	(503)659-3276	(509)659-1122	
Benton	Ross Dunfee	(509)786-5611	(509)588-4360 or (509)539-3501	ross.dunfee@co.benton.wa.us donna.holmes@co.benton.wa.us
Chelan	Dispatch/Sheriff	(509)667-6415	(509)667-6243	
Clallam	Joe Ciarlo	3604172305	(360)417-2459	
Clark	Peter Capell	(360)397-2446, (360)397-6118 x4071	(360)901-7469	peter.capell@clark.wa.gov
Columbia	Scott Smith	(509)382-2534	(509)382-2518	
Franklin	Tim Fife	5095453514	(509)545-3510	
Garfield	Clay Barr	(509) 843-3369	(509) 843-3493	
Grant	Derek Phole	(509)754-6082	(509)754-6332	dphole@co.grant.wa.us
Grays Harbor	Chuck Wallace	(360)249-3911	(360)580-2281	cwallace@co.grays-harbor.wa.us
Island	William Oakes (PWD)	(360)679-7331 ex7346	(360)914-0405	
Jefferson	Gary Rowe	(360)385-9160	(360)385-7693 or (360)385-3831	
King	Linda Dougherty	(206)296-6590	(206)296-8100	linda.dougherty@kingcounty.gov
Kitsap	Randy Casteel	(360)337-5777	(360)710-5236	rcasteel@co.kitsap.wa.us
Kititas	Director	(509)962-7523	(509)962-7523	
Lewis	John Huestis	(360)740-2697	(360)269-5909	John.Huestis@lewiscountywa.gov
Lincoln	Rick Becker	(509)725-7041	(509)725-3501	rbecker@co.lincoln.wa.us
Mason	Sandra Loertscher	(360)427-7535	(360)427-7761 or (360)455-5625 Pager	sloertscher@so.co.mason.wa.us
Okanogan	Frank Sautell	(509)422-7300 (509)322-6360	(509)826-6997	fsautell@co.okanogan.wa.us
Pacific	Don Larson	(360)875-9368	(360) 875-9395	pw@co.pacific.wa.us
Pend Oreille County	Don Ramsey	(509)447-4513	(509)447-4513	
Pierce	Bruce Wagner	(253)798-7364	(253)798-3842	
San Juan	Jon Shannon-PWD	(360)370-0516	911 or (360)378-7643	jons@rockisland.com
Skagit	Chal Martin	(360)336-9400	(360)424-0414 or 708-0432 cell #	
Skamania	David Brown	(509) 427-9490	(509) 427-9490	
Snohomish	Owen Carter	(425)388-6652	(425) 754-1998 or 359-2104 cell #	
Spokane	Bob Brusgeman	(509)477-3600	(509)710-5040	bbrueggeman@spokanecounty.org
Thurston	Lester Olson	(360)754-4580	(360)704-2740	olsonl@co.thurston.wa.us
Wahkiakum	Pete Ringen (PWD)	(360) 795-3301	S.O. Dispatch (360)795-3242	ringenp@co.wahkiakum.wa.us
Walla Walla	Randy Glaeser	(509)524-2711	(509) 527-3265	rglaeser@co.walla-walla.wa.us
Whatcom	Frank Abart	(360)676-6692	(360)676-6681 Emer. Op. (360)676-6910 911 Ctr	
Whitman	Mark Storey	(509)397-6206	Whatcom local 911	
Yakima	Vern Redifer	(509)574-2300	(509)574-2500 Sheriff	

Public Works Emergency Response Mutual Aid Agreement Signatory Agencies

Signatory Agency	Primary Contact	Phone No.	Emergency 24 Hour Phone No.	E-Mail Address
CITIES				
Aberdeen	Larry Bledsoe	(360)533-4100	(360)533-5817	
Almira	Darrell Francis	(509)639-2221	(509)639-2580 Mayor	
Anacortes	Bob Hyde	(360)293-1919	(360)661-3471 (cell)	bobhyde@cityofanacortes.org
Arlington	Paul Ritchart	(360)403-3500	(360)403-3500	
Auburn	Duty Officer	(253)931-3060	(253)852-2121	
Bainbridge Island	Lance Newkirk	(206)842-1212	(360)308-5400	
Bellingham	Dick McKinley	(360)676-6961	(360)676-6896	
Bellevue	Dennis Vidnar	(425)452-7840	(206)996-0186(pager)	
Bothell	Clark Meek	cell (425)471-4696	(425)486-1254	clark.meek@ci.bothell.wa.gov
Bremerton	Robert Tulp	(360)478-7253	(360)-337-3437	
Brewster	JD Smith PWD	(509)689-3464	(509)689-2331	jdsmithpwd@verizon.net
Bridgeport	Jean Hardie	(509)686-4041	911	bpportcity@nwi.net
Buckley	Arthur McGehee	(360)829-3157	(360)829-3157	
Bucoda	Mayor	(360)278-3325	(360)704-2740	
Burien	Stephen Clark, PWD	(206)248-5514	(206)391-1648	larryb@burienwa.gov
Camas	Monte Brachmann	(360)834-2457	(360)737-0592	
Cathlamet	David Vik	(360)795-8032 or 3203	(360)795-3242	cpw@scattercreek.com
Centralia	Tom Reber	(360)330-7674	(360)330-7681	
Clyde Hill	Mitch Wasserman	(425)545-7187	(206)454-7187 or (425)510-0663 cellular	mitch@clydehill.org
Colfax	Emily Adams	(509)397-3861	(509)397-3416 Fire Dept.	
College Place	Paul Hartwig	(509)525-0510	(509)527-1960	
Colton	Bill Frye	(509)229-3712	(509)229-3717	
Coulee City	Lorna Pearce	(509)632-5331	1-888-431-9911	tcoulee@odessaoffice.com
Coupeville	Malcom Bishop	(360)678-4461	(360)240-4543	
Covington	Glenn Akramoff	(253)638-1110 ex 2553	206)423-0200	gakramoff@ci.covington.wa.us
Creston	Larry Haydon	(509)636 3145	(509)636-3636	townofcreston@hotmail.com
Deer Park	Roger Krieger(cell 509 220-0285) or Brian Ramsden(cell 509 220-0286)	(509)276-8802	(509)276-8230	rkrieger@ci.deerpark.wa.us
Des Moines	Timothy Heydon	(206)870-6522	(206)870-6530	
Eatonville	Russell Blount	(360)832-3361	(360)893-6198	
Edmonds	Noel Miller	(425)771-0235	(425)775-4545	
Ellensburg	John Akers	(509)962-7230	(509)925-8535	akersj@ci.ellensburg.wa.us
Elma	Police Chief	(360)482-3131	Grays Harbor 911	
Everett	Dave Davis	(425)257-8913	(425)257-8821	ddavis@ci.everett.wa.us
Everson	Rick Holt	(360)966-3411	(360)354-6210	

Public Works Emergency Response Mutual Aid Agreement Signatory Agencies

Signatory Agency	Primary Contact	Phone No.	Emergency 24 Hour Phone No.	E-Mail Address
Fairfield	Sue Adams	(509)283-2414	(509)283-2181 Mayor	
Farmington	Laura Hokenson	(509)287-2500 or (509)287-2840	Whitman Co. 911	
Fife	Russ Blount	(253)896-8677 or (253)255-5350 Cell	(253)922-6633 Fife PD Dispatch	rblount@cityoffife.org
George	Cherie Escure	(509)785-5081	(509)750-7408	geoclerk@smwireless.net
Gig Harbor	Dave Breton	(253)851-8145	(253)530-6888	
Goldendale	Keith Grundei	(509)773-3771 509- 261-9426	(509)773-3780	kgrundei@ci.goldendale.wa.us
Harrah	Garry Decker	(509)848-2432	(509)848-3702	
Hoquiam	Rick Thomas	(360)532-0892	(360)532-0892	
Issaquah	Bret Heath	(425)837-3470	(425)837-3200	Breth@ci.issaquah.wa.us
Kelso	Sam Adams	(360)423-6590	(360)695-3218	
Kenmore	Stephen Anderson	(425)398-8900	(206)296-8100	Sanderson@ci.kenmore.wa.us
Kennewick	Pete Beaudry	(509)585-4292	(509)585-4419	
Kent	Larry Blanchard	(253)856-5600	(206)841-1468	Lblanchard@ci.kent.wa.us
Kettle Falls	Joel Gassaway	(509)738-6821	(509)684-5296 Sheriff	joelg@pixtel.com
Kirkland	John Hopfauf	(425)587-3911	(425)587-3900	jhopfauf@ci.kirkland.wa.us
Lacey	Jared Burbidge	(360)456-7786	(360)412-3186	JBUBIDGE@ci.lacey.wa.us
Lake Forest Park	Frank Zenk	(206)368-5440; (206)255-4643	(206)364-8216 Police Dept.	
Lakewood	William Larkin	(253)-512-2261 (253)988-3507	(253)798-3842 or (253)404-2817 (pager)	
Langley	Challis Stringer	(360)221-4246	(360)221-4433	
Latah	Heidi Turnbough	(509)286-3471	509)286-3340	latahtown@palouse.net
Leavenworth	Mike Deason	(509)548-5275	Chelan Co Sheriff (509)667-6851	pwdirector@cityofleavenworth.com
Liberty Lake	Chief Brian Asmus	(509)755-1141 / (509)755-6700 Cell (509)998-3732	On duty police (509)218-4899	basmus@libertylakewa.gov
Longview	Bob Gregory	(360)577-3375	(360)577-2686	
Lynden	Terry Klimpel	(360)354-3446	(360)738-8683	
Lynnwood	William Franz	(425)670-6657	(425)754-5951	
Mansfield	Tricia Sima	(509)683-1112	(509)683-1975	mansfield@nwi.net
Mattawa	Patricia Gerdes	(509)932-4037	(509)932-4112	townhall@gemsi.com
Maple Valley	Stephen R. Clark	(425)413-8800	(206)853-7061	steve.clark@maplevalleywa.gov
Medina	Carl Burris	(425)788-2777	(425)-76-604560	
Mesa	Teresa Standridge	(509)265-4253	(509)265-4280	
Mill Creek	Tom Gathmann (PWD)	(425)921-5772	911 or (206)778-2121	tomg@cityofmillcreek.com
Milton	Leticia Neal - PWD	(253)922-8738, (253)255-4331 cell	Dispatch (253)922-6633, Glen Baker (253)370-9851, PWD cell	

Public Works Emergency Response Mutual Aid Agreement Signatory Agencies

Signatory Agency	Primary Contact	Phone No.	Emergency 24 Hour Phone No.	E-Mail Address
Monroe	Gene Brazel	(360) 794-7400	(360)805-1716 home or (425) 754-3750 cell	gbrazel@ci.monroe.wa.us
Moses Lake	PW Supt	(509)766-9224	(509)766-9230	
Mossyrock	Nanette Crocker	(360)983-3300	(360)983-3392	
Mountlake Terrace	Curt Brees	(425)670-8264	(425)754-1987	cbrees@mit.ci.wa.us
Naches	Eric Wolfe	(509)653-2647	(509)480-6316 Cell	Eric.wolfe@co.yakima.wa.us
Newcastle	Jim Walker	(425)649-4444		
Oak Harbor	Mark Soptich	(360)240-1608	(360)679-9567	
Oakdale	Thomas Zornes	(509)285-4020	(509)285-5210	
Olympia	John Cunningham	(360)753-8470	(360) 753-8333	
Omak	Fred Sheldon or Chad Short	(509)826-1170 (509)826-1390	(509)322-4047 (cell) (509)322-4045 (cell)	fsheldon@omakcity.com
Oroville	Rod Noel	(509)476-2106	(509)476-2300	
Orting	Jim Mercer	(360)893-2219	(360)829-3157	
Pacific	Bob Boyd	(253)929-1190	(253)929-1190 ex 1510	
Pasco	Robert J. Alberts	(509)545-3446	(509)539-6340	albertsb@ci.pasco.wa.us
Port Angeles	Glenn Cutler	(360)417-4801	(360)417-4970	
Port Orchard	Jay Cookson	(360)876-2722	Kitsap Co. 911	
Port Townsend	Kenneth Clow	(360)385-7212	Jefferson Co. 911	kclow@ci.port-townsend.wa.us
Prosser	L.J.DaCorsi	(509)786-7300	(509)786-7094	
Pullman	Mark Workman	(509)338-3222	(509)332-2521	mark.workman@Pullman-Wa.gov
Quincy	Dan Frazier-PWD David Reynolds-PW	(509)787-3523 (509)787-4131	(509)398-0817	
Renton	Greg Zimmermann	(425)430-7311	911	
Richland	Stanley Arlt	(509)943-7460	(509)545-2763	
Ritzville	Larry Swift	(509)659-1930	(509)659-1122	
Rockford	Carrie Roecks	(509)291-4716	(509)291-4261 or (509)291-3300	
Rock Island	Jeff Spencer	(509)884-1261	(509)421-6954	
Roy	Thomas Jacobs	(253)843-1113	(253)843-1536	
Ruston	Kim Wheeler	(253)761-0272 (253)759-3544	(253)594-3228	
Sammamish	John Cunningham	(425)836-7913	1(800)527-6237	
Sea Tac	Donald Monaghan	(206)973-4800 or (206)973-4721	(425)228-0436 or (206)786-4791	dmonaghan@ci.seatac.wa.us
Sedro Woolley	Dean Klinger	(360)855-0111	(360) 855-2252	
Selah	Joseph Henne	(509)698-7365	(509)698-7365 or (509)698-5081	JHenne@elltel.net
Shelton	Jim Ghiglione	(360)426-3348	(360)426-3348	
Skykomish	Ted Cleveland	(360)677-2388	(360)677-2591	
Snoqualmie	Kirk Holmes	(425) 766-2231	(425) 766-2231	

Public Works Emergency Response Mutual Aid Agreement Signatory Agencies

Signatory Agency	Primary Contact	Phone No.	Emergency 24 Hour Phone No.	E-Mail Address
St. John	Larry Dickerson or Wayne Bly	(509)648-3322 (509)648-3977	(509)648-3311	
Stanwood	Bill Beckman	(360)629-4577	fax # (360)629-6294	bill@ci.stanwood.wa.us
Steilacoom	Mark Burlingame	(253)581-1912	(253)380-1134	mark.burlingame@ci.stillacom.wa.us
Sultan	Connie Dunn	(360)793-1262	(425)267-1246	
Tacoma	Beth Brooks	(253)591-5576	(253)591-5480	beth.brooks@cityoftacoma.org
Toledo	Robert Lockard	(360)864-4565 (360)864-4564	(360)785-4849	
Toppenish	Ed Martindale	(509)865-4500	(509)837-3328	
Tumwater	Jay Eaton	(360)754-4150	(360)754-4150	
Twisp	Gary McConnell	(509)997-4081	(509)997-0440 Home (509)429-2781 Cellular	
Uniontown	Angie Meyer	(509)229-3805	(509)335-4555 Police	
Vancouver	Brian Carlson	(360)696-8008xt8534	(360)693-9302	
Waitsburg	Trina Cole	(509)337-6702	(509)337-6371	
Walla Walla	Hal Thomas	(509)527-4463	(509)527-1960	
Waverly	Kynda Browning	(509)283-4122	(509)283-4162	
Westport	Randy Lewis	(360)268-0131	(360)581-2112	
Woodway	Randall Burns	(206)542-4443	(425)339-9295	
Yakima	Dick Zais	(509)575-6040	(509)575-6200	
OTHER				
Olympic View Water & Sewer District	Roger Eberhart	(425)774-7769	(425)774-7769	
WSDOT	John Himmel	(360)705-7973	(360)239-6759	himmelj@wsdot.wa.gov



FEMA

DISASTER ASSISTANCE POLICY

DAP9523.6

I. TITLE: **Mutual Aid Agreements for Public Assistance and Fire Management Assistance**

II. DATE: **AUG 13, 2007**

III. PURPOSE:

This policy specifies criteria by which the Federal Emergency Management Agency (FEMA) will recognize the eligibility of costs under the Public Assistance (PA) Program and the Fire Management Assistance Grant (FMAG) Program incurred through mutual aid agreements between applicants and other entities.

IV. SCOPE AND AUDIENCE:

This policy is applicable to all major disasters, emergencies, and fire management assistance declarations declared on or after the date of this policy. This policy is intended for personnel involved in the administration of the PA and the FMAG programs.

V. AUTHORITY:

This policy applies to emergency work authorized under Sections 403, 407, 420, and 502, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5206, and the implementing regulations of 44 CFR § 204 and § 206.

VI. BACKGROUND:

Many State, Tribal, and local governments and private nonprofit organizations enter into mutual aid agreements to provide emergency assistance to each other in the event of disasters or emergencies. These agreements often are written, but occasionally are arranged verbally after a disaster or emergency occurs. This policy addresses both written and verbal mutual aid agreements and the eligibility of costs under the Emergency Management Assistance Compact (EMAC).

The National Incident Management System (NIMS) maintains that states should participate in these agreements and should look to establish intrastate agreements that encompass all local jurisdictions. The Incident Management Systems Division will be responsible for developing a national system of standards and guidelines as described in the NIMS as well as the preparation of guidance to assist agencies in implementing the system. This policy supports the NIMS by



FEMA

DISASTER ASSISTANCE POLICY

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establishing standard criteria for determining the eligibility of costs incurred through mutual aid agreements.

VII. POLICY:

A. Terms Used in this Policy:

1. *Backfill*. Replacement personnel who perform the regular duties of other personnel while they are performing eligible emergency work under the PA or FMAG programs.
2. *Declared Emergency or Major Disaster*. An emergency or major disaster as defined at 44 CFR § 206.2 (a)(9) and (17), respectively.
3. *Declared Fire*. An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster for which the Disaster Assistance Directorate Assistant Administrator has approved a declaration in accordance with the criteria listed in 44 CFR § 204.21.
4. *Emergency Management Assistance Compact (EMAC)*. This type of interstate mutual aid agreement allows states to assist one another in responding to all kinds of natural and man-made disasters. It is administered by the National Emergency Management Association (NEMA).
5. *Incident Commander*. The ranking official responsible for overseeing the management of emergency or fire operations, planning, logistics, and finances of the field response.
6. *Providing Entity*. The entity providing mutual aid assistance to a Requesting Entity pursuant to a local or statewide mutual aid agreement.
7. *Requesting Entity*. An entity that requests mutual aid assistance from a Providing Entity for emergency work resulting from a declared fire, emergency or major disaster within its legal jurisdiction. The requesting entity is eligible to receive FEMA assistance for the eligible mutual aid activities performed by the providing entities.
8. *Intra-state Mutual Aid*. Mutual Aid that supports local and regional mutual aid efforts within a State as well as regional mutual aid agreements and compacts involving local



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jurisdictions that cross State boundaries, or are adjacent to a neighboring State (i.e. Kansas City, Kansas/Kansas City, Missouri , etc.).

9. *Inter-state Mutual Aid.* Mutual Aid that supports national mutual aid efforts requested directly between two or more States or territories through established Multi-agency Coordination Systems as directed by approved mutual aid agreements or compacts (i.e. EMAC), etc.

B. General:

1. To be eligible for reimbursement by FEMA, the mutual aid assistance should have been requested by a Requesting Entity or Incident Commander; be directly related to a Presidentially-declared emergency or major disaster, or a declared fire; used in the performance of eligible work; and the costs must be reasonable.

2. FEMA will not reimburse costs incurred by entities that "self-deploy" (deploy without a request for mutual aid assistance by a Requesting Entity) except to the extent those resources are subsequently used in the performance of eligible work at the request of the Requesting Entity or Incident Commander.

3. The reimbursement provisions of a mutual aid agreement must not be contingent on a declaration of an emergency, major disaster, or fire by the Federal government.

4. This policy is applicable to all forms of mutual aid assistance, including agreements between Requesting and Providing Entities, statewide mutual aid agreements, and the mutual aid services provided under the EMAC.

C. Pre-Event Written Mutual Aid Agreements.

FEMA recognizes mutual aid agreements between Requesting and Providing Entities, and statewide mutual aid agreements wherein the State is responsible for administering the claims for reimbursement of Providing Entities. In addition, FEMA recognizes the standard EMAC agreement as a valid form of mutual aid agreement between member states.

1. FEMA encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.

a. When a pre-event written agreement exists between a Requesting Entity and a Providing Entity, the Providing Entity may be reimbursed through the Requesting Entity. In



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these circumstances, the Requesting Entity should claim the eligible costs of the Providing Entity, pursuant to the terms and conditions of the mutual aid agreement and the requirements of this policy, on its subgrant application, and agree to disburse the Federal share of funds to the Providing Entity.

b. When a statewide pre-event mutual aid agreement exists that designates the State responsible for administering the reimbursement of mutual aid costs, a Providing Entity may apply, with the prior consent of the Requesting Entity, for reimbursement directly to the Grantee, in accordance with applicable State law and procedure. In such cases, the Providing Entity should obtain from the Requesting Entity the certification required in section H. (3) of this policy and provide it to the State as part of its reimbursement request.

2. FEMA encourages parties to address the subject of reimbursement in their written mutual aid agreements. FEMA will honor the reimbursement provisions in a pre-event agreement to the extent they meet the requirements of this policy.

3. When a pre-event agreement provides for reimbursement, but also provides for an initial period of unpaid assistance, FEMA will pay the eligible costs of assistance after such initial unpaid period.

4. When a pre-event agreement specifies that no reimbursement will be provided for mutual aid assistance, FEMA will not pay for the costs of assistance.

D. Post-Event Mutual Aid Agreements.

1. When the parties do not have a pre-event written mutual aid agreement, or where a written pre-event agreement is silent on reimbursement, the Requesting and Providing Entities may verbally agree on the type and extent of mutual aid resources to be provided in the current event, and on the terms, conditions, and costs of such assistance.

2. Post-event verbal agreements must be documented in writing and executed by an official of each entity with authority to request and provide assistance, and provided to FEMA as a condition of receiving reimbursement. The agreement should be consistent with past practices for mutual-aid between the parties. A written post-event agreement should be submitted within 30 days of the Requesting Entity's Applicant's Briefing.



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E. Force Account Labor Costs.

1. The straight- or regular-time wages or salaries of a Requesting Entity's permanently employed personnel performing or supervising emergency work are not eligible costs, pursuant to 44 CFR § 206.228(a)(4), and § 204.43(c), even when such personnel are reassigned or relocated from their usual work location to provide assistance during an emergency. Overtime costs for such personnel are eligible and may be submitted as part of a subgrant application.

2. The labor force expenses of a Providing Entity will be treated as contract labor, with regular time and overtime wages and certain benefits eligible, provided labor rates are reasonable. The labor force expenses of the Providing Entity will not be treated as contract labor if the labor force is employed by the same local or State government as the Requesting Entity.

3. In circumstances where a Providing Entity is also an eligible applicant in its own right, the determination of eligible and ineligible costs will depend on the capacity in which the entity is incurring costs. As stated in paragraphs E(1) and (2), an applicant's straight-time wages are not eligible costs when the applicant is using its permanently employed personnel for emergency work in its own jurisdiction.

4. Requesting and Providing Entities may not mutually deploy their labor forces to assist each other so as to circumvent the limitations of paragraph E(1) or (2) of this policy.

5. The straight- or regular-time wages or salaries for backfill personnel incurred by Providing Entities are not eligible for reimbursement. However, the overtime portion of the replacement personnel's salary is considered an additional cost of deploying personnel who perform eligible work and is eligible for reimbursement under this policy.

F. Types of Mutual Aid Work

There are two types of mutual aid work eligible for FEMA assistance: Emergency Work and Grant Management Work. Both are subject to the eligibility requirements of the respective PA and FMAG programs:

1. **Emergency Work.** Mutual aid work provided in the performance of emergency work necessary to meet immediate threats to life, public safety, and improved property, including firefighting activities under the FMAG program, is eligible.



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a. Examples of eligible emergency work include:

- (i) Search and rescue, sandbagging, emergency medical care, debris removal;
- (ii) Reasonable supervision and administration in the receiving State that is directly related to eligible emergency work;
- (iii) The cost of transporting equipment and personnel by the Providing Entity to the incident site, subject to the requirements of paragraphs B(1), (2) and (3) of this policy;
- (iv) Costs incurred in the operation of the Incident Command System (ICS), such as operations, planning, logistics and administration, provided such costs are directly related to the performance of eligible work on the disaster or fire to which such resources are assigned;
- (v) State Emergency Operations Center or Joint Field Office assistance in the receiving State to support emergency assistance;
- (vi) Assistance at the National Response Coordination Center (NRCC), and Regional Response Coordination Center (RRCC), if requested by FEMA (labor, per diem and transportation);
- (vii) Dispatch operations in the receiving State;
- (viii) Donations warehousing and management (eligible only upon approval of the Assistant Administrator of the Disaster Assistance Directorate);
- (ix) Firefighting activities; and,
- (x) Dissemination of public information authorized under Section 403 of the Act.

b. Examples of mutual aid work that are not eligible, include:

- (i) Permanent recovery work;
- (ii) Training, exercises, on-the-job training;



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- (iii) Long-term recovery and mitigation consultation;
- (iv) Costs outside the receiving State that are associated with the operations of the EMAC system (except for FEMA facilities noted in paragraph F.(1)(a)(v) and (vi) above);
- (v) Costs for staff performing work that is not eligible under the PA or the FMAG programs;
- (vi) Costs of preparing to deploy or "standing-by" [except to the extent allowed in the FMAG program pursuant to 44 CFR § 204.42(e)];
- (vii) Dispatch operations outside the receiving State;
- (viii) Tracking of EMAC and U.S. Forest Service Incident Cost Accounting and Reporting System (ICARS) resources; and
- (ix) Situation reporting not associated with ICS operations under VII(F)(iv) of this policy.

2. Grant Management Work. For PA only, work associated with the performance of the Grantee's responsibilities as the grant administrator, as outlined in 44 CFR § 206.202(b). Use of EMAC-provided assistance to perform these tasks is eligible mutual aid work.

G. Eligible Applicants.

1. Only Requesting Entities are eligible applicants for FEMA assistance. With the exception of G.(2), below, a Providing Entity must submit its claim for reimbursement to a Requesting Entity.

2. States may be eligible applicants when statewide mutual aid agreements or compacts authorize the State to administer the costs of mutual aid assistance on behalf of local jurisdictions.

H. Reimbursement of Mutual Aid Costs.

1. Requesting and Providing Entities must keep detailed records of the services requested and received, and provide those records as part of the supporting documentation for a reimbursement request.



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2. A request for reimbursement of mutual aid costs must include a copy of the mutual aid agreement - whether pre- or post-event - between the Requesting and Providing Entities.

3. A request for reimbursement of mutual aid costs should include a written and signed certification by the Requesting Entity certifying:

a. The types and extent of mutual aid assistance requested and received in the performance of eligible emergency work; and

b. The labor and equipment rates used to determine the mutual aid cost reimbursement request.

4. FEMA will not reimburse the value of volunteer labor or the value of paid labor that is provided at no cost to the applicant. However:

a. To the extent the Providing Entity is staffed with volunteer labor, the value of the volunteer labor may be credited to the non-Federal cost share of the Requesting Entity's emergency work in accordance with the provisions of Disaster Assistance Policy #9525.2, Donated Resources.

b. If a mutual aid agreement provides for an initial period of unpaid assistance or provides for assistance at no cost to the Requesting Entity, the value of the assistance provided at no cost to the Requesting Entity may be credited to the non-Federal cost share of the Requesting Entity's emergency work under the provisions of Disaster Assistance Policy #9525.2. Donated Resources.

5. Reimbursement for work beyond emergency assistance, such as permanent repairs, is not eligible for mutual aid assistance.

6. For PA only, reimbursement for equipment provided to a Requesting Entity will be based on FEMA equipment rates, approved State rates or, in the absence of such standard rates, on rates deemed reasonable by FEMA.

7. For FMAG only, reimbursement for equipment provided to a Requesting Entity will be based on 44 CFR § 204.42 (b)(3) and (4).



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8. For PA only, reimbursement for damage to equipment used in emergency operations will be based on Recovery Policy #9525.8, Damage to Applicant Owned Equipment.

9. For FMAG only, reimbursement or replacement of equipment damaged or destroyed in the course of eligible firefighting activities will be based on 44 CFR § 204.42 (b)(5), and (6).

10. For PA only, reimbursement for equipment purchased by a subgrantee to support emergency operations will be based on Recovery Policy #9525.12, Disposition of Equipment, Supplies, and Salvaged Materials.

VIII. **RESPONSIBLE OFFICE:** Disaster Assistance Directorate (Public Assistance Division)

IX. **SUPERSESSSION:** This policy updates and replaces RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance, dated September 22, 2004, and the Mutual Aid Policy Clarification Memorandum, dated March 15, 2005.

X. **REVIEW DATE:** Three years from date of publication.

Carlos J. Castillo
Assistant Administrator
Disaster Assistance Directorate

RESOLUTION NO. 2110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO PARTICIPATE IN THE WSDOT SPONSORED PUBLIC WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT.

WHEREAS, the Washington State Department of Transportation sponsors the Public Works Emergency Response Mutual Aid agreement to provide a mechanism for municipalities throughout the state that are signatories to the agreement to obtain and/or provide support to participating agencies during an emergency event; and

WHEREAS, signatories to the Public Works Emergency Response Mutual Aid Agreement ensure compliance with FEMA policy that calls for such agreements to be in place as a prerequisite for responding agencies to receive FEMA disaster recovery funds; and

WHEREAS, the City desires to enhance its preparation for disaster and emergency scenarios by formalizing mutual aid with all neighboring cities that also participate in the agreement;

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

The Mayor is authorized to sign the attached Public Works Emergency Response Mutual Aid Agreement.

PASSED by the City Council this 22nd day of March, 2011

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 22 March 2011	Agenda Bill Number: AB11-41
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2114	Councilmember Sponsor: James Rackley

Agenda Subject: WSDOT Local Agency Agreement- Supplement #2- for the Intersection of SR 410 Old Buckley Highway HES Grant

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve The WSDOT Local Agency Agreement- Supplement #2- For The Intersection Of SR 410 Old Buckley Highway HES Grant..

Administrative Recommendation:

Background Summary: The intersection design contract with Transpo Engineering approved by Council in September of 2005 (Res. 1494) and ammended by Council in March of 2010 (Res 2015) requires final approval from WSDOT for the plans and specifications produced by the before the plan set is ready for advertisement. The attached agreement will reimburse the State for their effort in the review of our final plan set.

Attachments: Resolution 2114, LA 5978 Local Agency Suppliment Agreement # 2

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
95,000	18,401	\$10,000	8,401
Budget Explanation: 301.045.032.595.10.63.01			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development	<i>Approvals:</i>	
	Date: 15 March 2011	Chair/Councilmember James Rackley	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		Councilmember Randy McKibbin	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		Councilmember Donn Lewis	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Forward to:	Consent	
		Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

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

APPROVALS		
Director: DG	Mayor: Neil Johnson Jr.	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2114

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 PLAN REVIEW SERVICES.

Whereas, the City of Bonney Lake has by Resolution 1494 in September, 2005 approved a Professional Services Agreement with the Transpo Group to design the SR 410 and Sumner Buckley Highway intersection; and

Whereas, the Transpo Group has completed the design contract for Washington State Department of Transportation final review of the plans based on the improvements will be theirs to operate and maintain when constructed; 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 in the amount of \$10,000 for the review required to approve the plans for construction.

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

Mayor Neil Johnson, Jr.

AUTHENTICATED:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney



Local Agency Agreement Supplement

Agency City of Bonney Lake		Supplement Number 2
Federal Aid Project Number STPH-0410(047)	Agreement Number LA-5978	CFDA No. 20.205 <small>(Catalog of Federal Domestic Assistance)</small>

The Local Agency desires to supplement the agreement entered into and executed on October 26, 2005
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

Project Description

Name SR 410 Old Buckley Highway HES Length 0.35 Miles
 Termini Intersection of SR 410 and Old Buckley Highway

Description of Work No Change

Reason for Supplement

Increase State Force line for project reviews and cover overrun in existing state service line.

Does this change require additional Right of Way or Easements? Yes No

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE					
<u>90</u> % a. Agency	424,444.00		424,444.00	42,444.00	382,000.00
b. Other Eligible Unfunded	96,556.00		96,556.00	96,556.00	
c. Other Non Fed State		10,000.00	10,000.00	10,000.00	
Federal Aid Participation d. State	20,000.00		20,000.00	2,000.00	18,000.00
Ratio for PE e. Total PE Cost Estimate (a+b+c+d)	541,000.00	10,000.00	551,000.00	151,000.00	400,000.00
Right of Way					
f. Agency					
g. Other					
Federal Aid Participation h. Other					
Ratio for RW i. State					
j. Total R/W Cost Estimate (f+g+h+i)					
Construction					
k. Contract					
l. Other					
m. Other					
n. Other					
o. Agency					
Federal Aid Participation p. State					
Ratio for CN q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)	541,000.00	10,000.00	551,000.00	151,000.00	400,000.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By _____

By _____

Title _____

Director of Highways and Local Programs

Date Executed _____



Local Agency Agreement Supplement

Agency City of Bonney Lake		Supplement Number 2
Federal Aid Project Number STPH-0410(047)	Agreement Number LA-5978	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on October 26, 2005
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

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 Termini Intersection of SR 410 and Old Buckley Highway

Description of Work No Change

Reason for Supplement

Increase State Force line for project reviews and cover overrun in existing state service line.

Does this change require additional Right of Way or Easements? Yes No

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE					
90 % a. Agency	424,444.00		424,444.00	42,444.00	382,000.00
b. Other Eligible Unfunded	96,556.00		96,556.00	96,556.00	
c. Other Non Fed State		10,000.00	10,000.00	10,000.00	
Federal Aid Participation Ratio for PE d. State	20,000.00		20,000.00	2,000.00	18,000.00
e. Total PE Cost Estimate (a+b+c+d)	541,000.00	10,000.00	551,000.00	151,000.00	400,000.00
Right of Way					
f. Agency					
g. Other					
Federal Aid Participation Ratio for RW h. Other					
i. State					
j. Total R/W Cost Estimate (f+g+h+i)					
Construction					
k. Contract					
l. Other					
m. Other					
n. Other					
o. Agency					
Federal Aid Participation Ratio for CN p. State					
q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)	541,000.00	10,000.00	551,000.00	151,000.00	400,000.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By _____

By _____

Title _____

Director of Highways and Local Programs

Date Executed _____

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

Department/Staff Contact: Judicial / Seymour	Meeting/Workshop Date: 22 March 2011	Agenda Bill Number: AB 11-42
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D11-42	Councilmember Sponsor: Councilmember Hamilton

Agenda Subject: Amending Portions of Chapter 6.04 and 18.22

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: On February 22, 2011 the City Council approved revisions to Chapters 6.04 and 18.22 regarding the efficeint and effective enforcement of its animal control regulations and regulations for livestock and poultry and the City Council requested further clarification to the provisions regulating livestock and poultry.
Attachments: Ordinance D11-42

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

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

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 22, 2011	Tabled to Date:

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

ORDINANCE NO D11-42

**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 on February 22, 2011 approved revisions to Chapters 6.04 and 18.22 regarding the efficient and effective enforcement of its animal control regulations and regulations for livestock and poultry; and

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

**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:

Q. "Poultry" means domestic fowl normally raised for eggs or meat, and includes chickens, turkeys, ducks, and geese; provided that "poultry" does not include roosters. Roosters shall not be permitted under this chapter.

Section 2: Section 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. It is the owner's responsibility to ensure that livestock and poultry do not create 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 3: Section 18.22.06 0of 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 available. There shall be no more than three (3) poultry on a lot under 1 acre or six (6) poultry per acre and no more than twelve (12) poultry on any residential property.

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 4: 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 5: 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:

James Dionne
City Attorney

Passed:
Valid:
Published:
Effective Date:

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

Department/Staff Contact: Public Works / Director Grigsby	Meeting/Workshop Date: 22 March 2011	Agenda Bill Number: AB11-33
Agenda Item Type: Motion	Ordinance/Resolution Number: RES 2107	Councilmember Sponsor: Councilmember Rackley

Agenda Subject: Purchase Eastown Sewer Easements from West and Caldwell Families

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Mayor Johnson To Purchase Two Easements in Pierce County On Which to Build The Future Eastown Sewer Gravity Line On.

Administrative Recommendation: Authorize expenditure of funding to purchase easements.

Background Summary: The Eastown sewer system design contract is in progress. In order to complete this design, location of the sewer line needs to be locked in. Easements within the city limits are being dedicated by property owners at no cost to the city. However, the City must pay for sewer easements outside the city. These two easements will allow the new gravity sewer line to be built from SR410 to 96th Street and on to the new Eastown sewer lift station. This gravity sewer line will provide access to the Eastown sewer lift station for all Eastown properties East of Compass Pointe and south of SR410.
Attachments: Resolution 2107, RH2 Eastown Sewer Lift Station Plan, Eastown Gravity Sewer Line Map, Cost Analysis for West and Caldwell Easements, and West/Caldwell Easement Agreements with legal descriptions.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$370,000	\$99,457	\$15,259	\$84,198
Budget Explanation: 402.022.035.594.35.65.05 Eastown ULA Design Efforts			

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 28 February 2011	Chair/Councilmember Jim Rackley _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Donn Lewis _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Randy McKibbin _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Forward to:	Consent		
		Agenda: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s): 15 March 2011	Public Hearing Date(s):
Meeting Date(s): 08 March 2011	Tabled to Date:

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

RESOLUTION NO. 2107

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO PURCHASE
EASTOWN SEWER EASEMENTS FROM WEST AND CALDWELL FAMILIES**

Whereas, the City Council has determined to design and build the Eastown Sewer Lift Station on a parcel owned by Washington State DOT next to 96th Street; and,

Whereas, the Eastown Sewer Lift Station needs to be connected to properties in Eastown by gravity sewer lines; and,

Whereas, the Eastown Sewer Lift Station design contract cannot be completed until two easements are acquired on which to build the gravity sewer line that will provide access to the lift station by Eastown properties located East and South of the Compass Pointe development; and,

Whereas, the gravity sewer line crosses two parcels on 226th Avenue owned by the West and Caldwell Families; and,

Whereas, the West and Caldwell properties are outside the city limits and cannot benefit from the sewer line; thus, resulting in the need for the City to pay for easements to cross these two properties;

Now therefore, be it resolved; by the City Council of the City of Bonney Lake, Pierce County, that the Mayor is hereby authorized to enter into these sewer easement agreements with the West family in the amount of \$6,003 and with the Caldwell family in the amount of \$9,256.

PASSED and adopted by the City Council this 22nd day of March 2011.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

EASTOWN FUTURE ROAD NETWORK

Featuring Fennel Creek and Wetlands



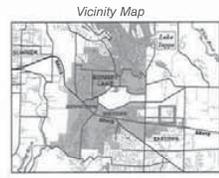
- LEGEND**
- Sewer Lift Stations
 - ▬ SR410 Median Islands
 - ▬ Future Public Roads
 - ▬ Future Private Roads
 - ▭ Tax Parcels
 - ▭ Building
 - ▭ Paved Road
 - ▭ Other Impervious Surface
 - ▭ Bonney Lake City Limits

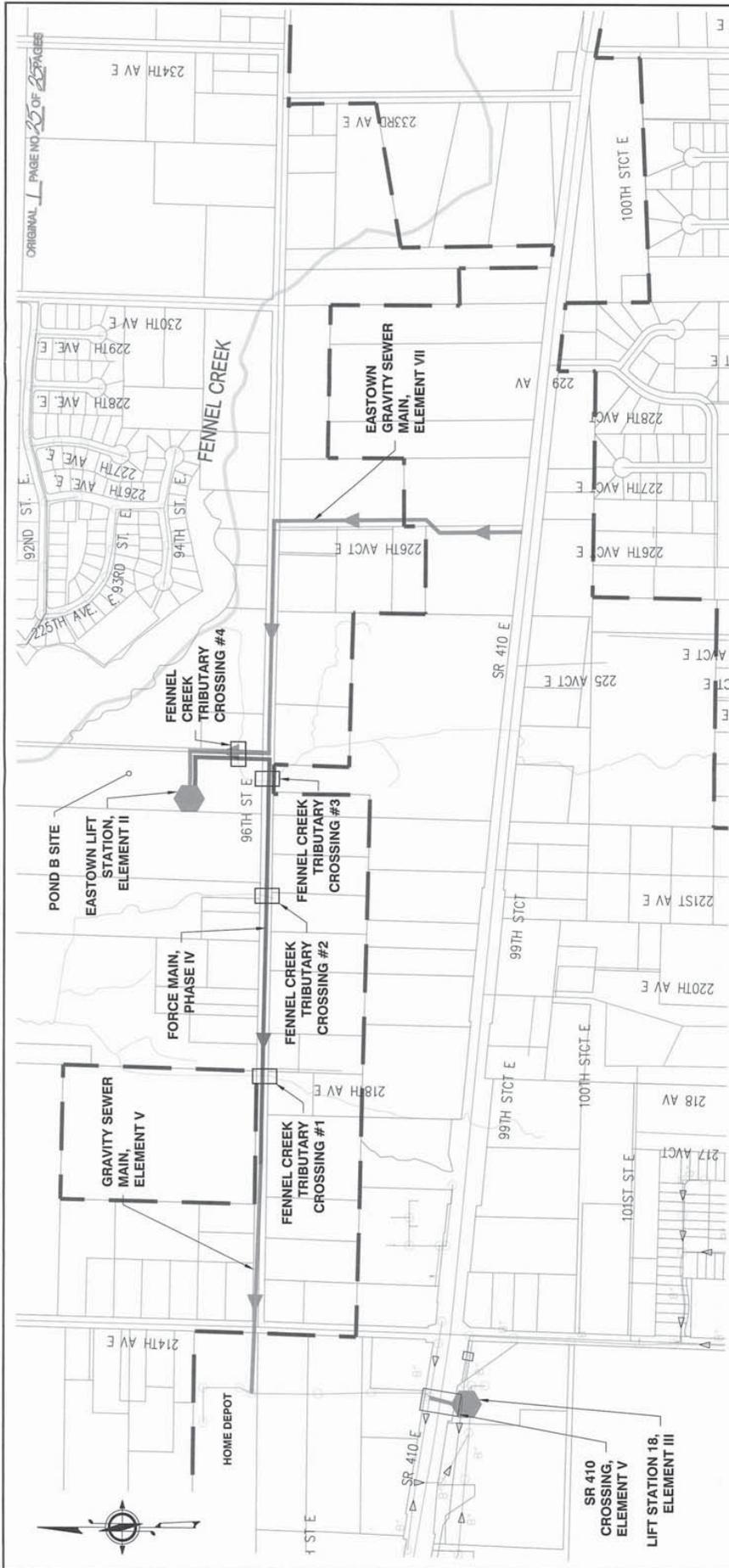
- FENNEL CREEK & WETLANDS**
- ▬ Fennel Creek
 - ▬ Fennel Creek Tributaries
 - ▭ Fennel Creek 100 Foot Buffer
 - ▭ CWI Wetlands
 - ▭ Supplemental Wetland Inventory
 - ▭ National Wetlands Inventory
 - ▭ Future WSDOT Storm Ponds

EASTOWN SEWER LINE



June 10, 2010





ORIGINAL PAGE NO. 25 OF 25 PAGES



1/10/15/150-10001 D

EXHIBIT D
PROPOSED EASTOWN SEWER SYSTEM

1" = 50'

LEGEND

- PROPOSED GRAVITY SEWER
- PROPOSED FORCE MAIN
- LIFT STATION
- FENNEL CREEK TRIBUTARY CROSSING
- BONNEY LAKE CITY LIMITS
- BONNEY LAKE SEWER SERVICE AREA

0 1" 2"

DRAWING IS NOT TO SCALE
IF BAR IS NOT 2" LONG

February 4, 2011

Parcel No: 0519025014 **Address: 9610 226th Avenue Ct E, Buckley, WA 98321-8484**
Owners: Jason & Jennifer West
Parcel Depth = 300.14 feet

Pierce County Tax Year	Pierce County		Easement Width (feet)			ROW Width (feet)			
	PC Assessed Value (\$)	Parcel Total s.f. (0.97 Acres)	40 % of Assessed Value	20	30	20	30	57	60
			40.00%	6,003	9,004	6,003	9,004	17,108	18,008
			\$/s.f.						
2011	\$113,000	42,253	\$1.070	\$6,421	\$9,632	\$16,054	\$24,081	\$45,753	\$48,161
2010	\$147,800	42,253	\$1.399	\$8,399	\$12,599	\$20,998	\$31,496	\$59,843	\$62,993
2009	\$139,900	42,253	\$1.324	\$7,950	\$11,925	\$19,875	\$29,813	\$56,645	\$59,626
2008	\$139,900	42,253	\$1.324	\$7,950	\$11,925	\$19,875	\$29,813	\$56,645	\$59,626
2007	\$96,500	42,253	\$0.914	\$5,484	\$8,226	\$13,710	\$20,564	\$39,072	\$41,129

2011 Fair Market Value		42,253	\$1.75	\$6,303	\$4,202	\$10,505	\$15,757	\$29,939	\$31,515
Proposed by Property Owner 4 February 2011			\$2.50		\$6,003	\$15,007			

Notes:

1. Easement uses Sewer SDC funding
2. ROW combines use of Sewer SDC and TIF funding
3. ROW justified purchase since 226th Street is a future mapped street.
4. **Fair Market Value based on appraisal to purchase similar property in 2007.**

February 22, 2011

Parcel No: 0519025038 **Address: 9714 226th Avenue Ct E, Buckley, WA 98321-9738**

Owners: Larry & Sarah Caldwell

Parcel Depth = 462.78 feet

Pierce County Tax Year	Pierce County		Easement Width (feet)			ROW Width (feet)			
	PC Assessed Value (\$)	Parcel Total s.f. (4.82 Acres)	% of Assessed Value	20	30	20	30	57	60
			40.00%	9,256	13,883	9,256	13,883	26,378	27,767
			\$/s.f.						
2011	\$161,700	209,959	\$0.308	\$2,851	\$4,277	\$7,128	\$10,692	\$20,315	\$21,385
2010	\$211,500	209,959	\$0.403	\$3,729	\$5,594	\$9,324	\$13,985	\$26,572	\$27,971
2009	\$368,900	209,959	\$0.703	\$6,505	\$9,757	\$16,262	\$24,393	\$46,347	\$48,787
2008	?	?	\$0.000	\$0	\$0	\$0	\$0	\$0	\$0
2007	?	?	\$0.000	\$0	\$0	\$0	\$0	\$0	\$0

2011 Fair Market Value \$1.75 \$16,197

Proposed by Property Owner \$2.50 \$23,139

Notes:

1. Easement uses Sewer SDC funding
2. ROW combines use of Sewer SDC and TIF funding
3. ROW justified purchase since 226th Street is a future mapped street.
4. **Fair Market Value based on appraisal to purchase similar property in 2007.**

When recorded, return to:

City of Bonney Lake
P.O. Box 7380
Bonney Lake, WA 98391

Grantor: LARRY and SARA CALDWELL

Grantee: City of Bonney Lake

Property: Tax Parcel Number 0519025038

EASEMENT AND ACCESS AGREEMENT

THIS EASEMENT AND ACCESS AGREEMENT is made this ____ day of _____, 2011, by and between LARRY & SARAH CALDWELL, (“Grantor”), and City of Bonney Lake, a Washington municipal corporation (“Grantee”).

RECITALS

A. Grantor owns property located at 9714 226th Avenue Court E, Buckley, WA 98321 (“Grantor’s Property”), which property (Tax Parcel Number 0519025038) consists of Grantor’s private residence.

B. Grantee is in the process of designing the Easttown Sewer System and in connection therewith has requested that Grantor convey to Grantee a non-exclusive twenty-foot-wide Utility and Access Easement, over, under and through a portion of Grantor’s Property.

C. Grantor is willing to grant, declare and establish in favor of Grantee an easement for the foregoing purposes over, under, across and through the Grantor’s Property, subject to the terms and conditions hereof.

AGREEMENT

For good and valuable consideration, Grantor agrees to the following:

1. Grantor hereby conveys to Grantee a 20 foot-wide utility and access easement located on the eastern side of the Grantor’s Property, more particularly described in Exhibits A and B to this Agreement and hereinafter called the “226th Avenue Sewer Easement.” This easement shall extend approximately 463 feet, from the northern to southern boundaries of Tax Parcel 0519025038. The 226th Avenue Sewer Easement shall allow, but is not limited to, installation of an underground sewer line (with any necessary vaults or manholes) and access required to maintain and operate the Easttown city sewer system.

2. Grantor shall retain the ability to use the Easement Area for ingress and egress to the Property, but shall not install any permanent fixtures or landscaping that interfere with the City's ability to access underground utilities for maintenance and inspection.

For good and valuable consideration, the City agrees to the following:

1. Payment of \$9,256 for this easement when this agreement is signed by both parties.
2. The grantee may install, operate, and maintain a city sewer line in this easement and will be responsible for all costs associated for that installation and maintenance.
3. When construction of the sewer line is completed, all surfaces and landscaping shall be restored to their original or better condition including:
 - a. Plant grass sod outside the paved road and road shoulder in any areas damaged by the construction equipment;
 - b. Installation of 100 28-32 inch tall arborvitae evergreen bushes next to the Eastern property line in a 3-4 foot wide planting strip; these bushes shall be installed starting from the southern parcel line extending 300 feet to the north;
 - c. Reconstruction of the 226th Avenue roadway with a fourteen foot wide road base/shoulder and twelve foot wide asphalt pavement finish surface from the northern property line south to the driveway serving the house, a distance of approximately 205 feet. Maintenance of this private roadway shall remain the responsibility of the Grantor.
 - d. Grading and placement of a 12-foot wide paved surface over the existing driveway currently connecting 226th Avenue to the house, a distance of approximately 240 feet. Maintenance of this driveway shall remain the responsibility of the Grantor.

INDEMNIFICATION

Except to the extent the same are caused by the negligence or willful misconduct of Grantor or its agents, employees or contractors, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all loss, costs, damages, injuries, claims, suits, liabilities, causes of action and expenses of any kind or nature, including, but not limited to, reasonable attorneys' fees, incurred by Grantor arising out of or related to: (i) Grantee's exercise of the rights granted to it by this Agreement, or (ii) Grantee's breach of its obligations under this Agreement.

BENEFITS AND BURDENS SHALL RUN WITH LAND

The easements and rights and obligations described herein are not intended to be personal, but are intended to constitute covenants running with the land and are intended to touch and concern the parcels of land described in this Agreement and to constitute easements appurtenant to the Grantee's Property benefited by the easements granted under this Agreement. The benefits and burdens on Grantor's Property under this Agreement shall constitute covenants running with the Grantor's Property and shall be binding on and inure to Grantor's successors

and assigns in title. The benefits and burdens of Grantee under this Agreement shall constitute covenants running with Grantee's Property, and shall be binding on and inure to Grantee's successors and assigns in title to Grantee's Property.

ATTORNEYS' FEES

In the event either party to this Agreement brings a legal action against the other party to enforce its rights under this Agreement, the substantially prevailing party shall be entitled to receive reimbursement from the non-prevailing party of such prevailing party's costs incurred in such legal action (including the costs of appeal), including the fees and disbursements of the prevailing party's attorneys, in addition to all other rights and remedies available to the prevailing party at law or in equity.

INTERPRETATION

The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

SEVERABILITY

Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any person and the same shall remain in full force and effect.

NOTICES

Notices given by the parties may be served personally, or may be served by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Notices to the parties shall be addressed to the following addresses:

If to the Grantor:	Larry & Sarah Caldwell 9714 - 226 th Avenue Court E. Buckley, WA 98321-9738
--------------------	--

If to the Grantee:	City of Bonney Lake PO Box 7380 Bonney Lake, WA 98391 Attn: Public Works Director
--------------------	--

The foregoing addresses may be changed by written notice given pursuant to provisions of this Section. Notices sent by certified or registered mail shall be deemed to have been given and delivered upon the earlier of actual receipt or three (3) days business after being properly mailed. Notices served personally shall be deemed given upon receipt.

COMPLETE AGREEMENT; GOVERNING LAW

This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the easements provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Grantor and Grantee. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that the venue of any legal action brought to enforce this Agreement shall lie in Pierce County Superior Court and the parties waive their right to be sued elsewhere.

WARRANTY AND REPRESENTATION OF AUTHORITY

The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties hereunder, and that all consents, permissions and approvals related to the execution and delivery of this Agreement have been obtained.

EXHIBITS

This Agreement includes the following exhibits, which by this reference are incorporated into this Agreement:

- A. Description of 226th Street Sewer Easement
- B. Short Plat Map for Tax Parcel Number 0519025038 showing 226th Avenue Sewer Easement location

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

LARRY and SARAH CALDWELL

By: _____
Name: Larry Caldwell
Title: Property Owner

By: _____
Name: Sarah Caldwell
Title: Property Owner

GRANTEE:

CITY OF BONNEY LAKE

By: _____
Name: Neil Johnson Jr.
Title: Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as Mayor of the CITY OF BONNEY LAKE, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that the Mayor was duly authorized to execute said instrument on behalf of the municipal corporation, and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

Parametrix

EXHIBIT "A"
SEWER EASEMENT

THE EAST 20.00 FEET OF LOTS 3 AND 4, OF SHORT PLAT NUMBER 77-286, RECORDS
OF PIERCE COUNTY, WASHINGTON.

CONTAINING 9,255 SQUARE FEET.

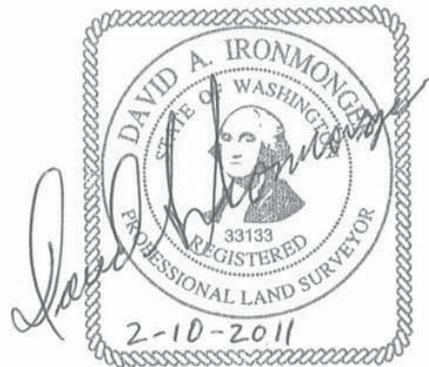
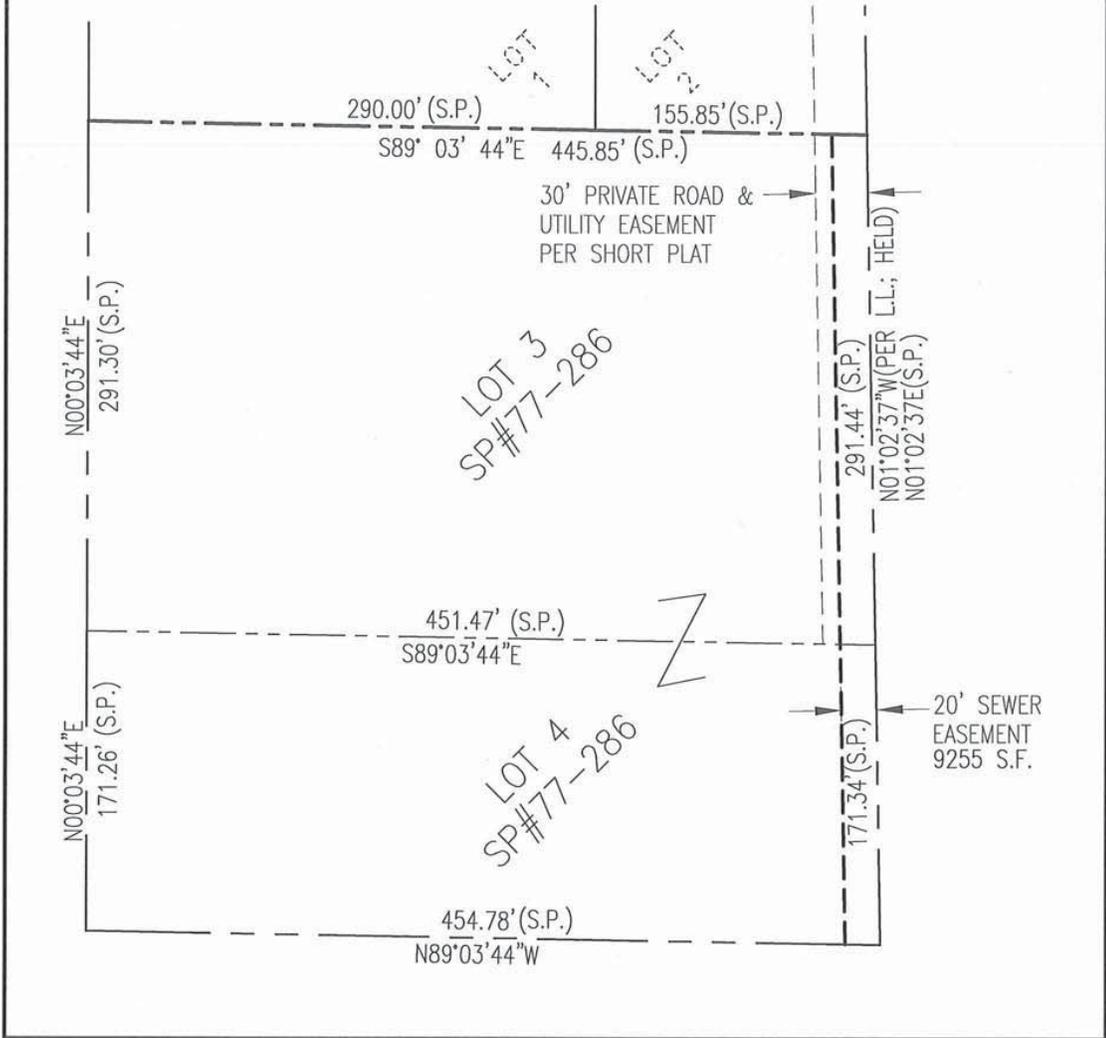
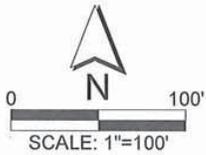


EXHIBIT B
LOTS 3 & 4, SHORT PLAT 77-286
PIERCE COUNTY TPN 0519025038



(S.P.)=SHORT PLAT
 (L.L.)=LARGE LOT AFN 1116,
 VOL 12, PG 16, PIERCE COUNTY

Parametrix DATE: February 10, 2011 FILE: PU16110130422V_LOT3



When recorded, return to:

City of Bonney Lake
P.O. Box 7380
Bonney Lake, WA 98391

Grantor: JASON AND JENNIFER WEST

Grantee: City of Bonney Lake

Property: Tax Parcel Number 0519025014

EASEMENT AND ACCESS AGREEMENT

THIS EASEMENT AND ACCESS AGREEMENT is made this ____ day of _____, 2011, by and between JASON and JENNIFER WEST, (“Grantor”), and City of Bonney Lake, a Washington municipal corporation (“Grantee”).

RECITALS

A. Grantor owns property located at 9610 226th Avenue Court E, Buckley, WA 98321 (“Grantor’s Property”), which property (Tax Parcel Number 0519025014) consists of Grantor’s private residence.

B. Grantee is in the process of designing the Easttown Sewer System and in connection therewith has requested that Grantor convey to Grantee a non-exclusive twenty-foot-wide Utility and Access Easement, over, under and through a portion of Grantor’s Property.

C. Grantor is willing to grant, declare and establish in favor of Grantee an easement for the foregoing purposes over, under, across and through the Grantor’s Property, subject to the terms and conditions hereof.

AGREEMENT

For good and valuable consideration, Grantor agrees to the following:

1. Grantor hereby conveys to Grantee a 20 foot-wide utility and access easement located on the eastern side of the Grantor’s Property, more particularly described in Exhibits A and B to this Agreement and hereinafter called the “226th Avenue Sewer Easement.” This easement shall extend approximately 300 feet, from the edge of pavement on 96th Street south to the southern boundary of Tax Parcel Number 0519025014. The 226th Avenue Sewer Easement shall allow, but is not limited to, installation of an underground sewer line (with any necessary vaults or manholes) and access required to maintain and operate the Easttown city sewer system.

2. Grantor shall retain the ability to use the Easement Area for ingress and egress to the Property, but shall not install any permanent fixtures or landscaping that interfere with the City's ability to access underground utilities for maintenance and inspection.

For good and valuable consideration, the City agrees to the following:

1. Payment of \$6,003 for this easement when this agreement is signed by both parties.
2. The grantee may install, operate, and maintain a city sewer line in this easement and will be responsible for all costs associated for that installation and maintenance.
3. The sewer line design and construction will use best engineering practices to protect the water well on the Grantor's property from potential leakage in the sewer line, including but not limited to a metal casing that the sewer line will be installed in when within 50 feet of the well. The well water will be tested prior to start of construction of the sewer line to establish the baseline water quality. The well water will be tested once every year thereafter to confirm that water is not contaminated by any possible leaks from the sewer line. If any contamination to the well is caused by leakage from sewer line, for the life of the sewer line, the City of Bonney Lake takes full responsibility and will cover all expenses to bring the well into compliance with Washington State Department of Ecology drinking water standards. Alternatively, the City may connect the house to the City Water System, without the Grantor paying a Water System Development Charge.
4. When construction of the sewer line is completed, all surfaces and landscaping shall be restored to their original or better condition including :
 - a. Plant grass sod outside the paved road in any areas damaged by the construction equipment.
 - b. Installation of 100 28-32 inch tall arborvitae evergreen bushes next to the Eastern property line in a 3-4 foot wide planting strip.
 - c. Reconstruction of the 226th Avenue roadway with a fourteen foot wide road base/shoulder and twelve foot wide asphalt pavement finish surface, a distance of approximately 300 feet. This roadway will be tied into 96th Street and will extend south to the southern parcel line. Maintenance of this private roadway shall remain the responsibility of the Grantor.
 - d. Grading and placement of asphalt over the existing parking pad, that is approximately 25-foot wide and 30-foot deep, extending from the 226th Avenue pavement. This parking pad will be located between the existing block wall on the south side and the existing tree on the north side of the existing parking area without damaging the block wall and tree. Maintenance of this parking area shall remain the responsibility of the Grantor.

INDEMNIFICATION

Except to the extent the same are caused by the negligence or willful misconduct of Grantor or its agents, employees or contractors, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all loss, costs, damages, injuries, claims, suits, liabilities, causes of action and expenses of any kind or nature, including, but not limited to, reasonable attorneys' fees, incurred by Grantor arising out of or related to: (i) Grantee's exercise of the rights granted to it by this Agreement, or (ii) Grantee's breach of its obligations under this Agreement.

BENEFITS AND BURDENS SHALL RUN WITH LAND

The easements and rights and obligations described herein are not intended to be personal, but are intended to constitute covenants running with the land and are intended to touch and concern the parcels of land described in this Agreement and to constitute easements appurtenant to the Grantee's Property benefited by the easements granted under this Agreement. The benefits and burdens on Grantor's Property under this Agreement shall constitute covenants running with the Grantor's Property and shall be binding on and inure to Grantor's successors and assigns in title. The benefits and burdens of Grantee under this Agreement shall constitute covenants running with Grantee's Property, and shall be binding on and inure to Grantee's successors and assigns in title to Grantee's Property.

ATTORNEYS' FEES

In the event either party to this Agreement brings a legal action against the other party to enforce its rights under this Agreement, the substantially prevailing party shall be entitled to receive reimbursement from the non-prevailing party of such prevailing party's costs incurred in such legal action (including the costs of appeal), including the fees and disbursements of the prevailing party's attorneys, in addition to all other rights and remedies available to the prevailing party at law or in equity.

INTERPRETATION

The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

SEVERABILITY

Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any person and the same shall remain in full force and effect.

NOTICES

Notices given by the parties may be served personally, or may be served by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Notices to the parties shall be addressed to the following addresses:

If to the Grantor: Jason and Jennifer West
9610 - 226th Avenue Court East
Buckley, WA 98321-8484

If to the Grantee: City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98391
Attn: Public Works Director

The foregoing addresses may be changed by written notice given pursuant to provisions of this Section. Notices sent by certified or registered mail shall be deemed to have been given and delivered upon the earlier of actual receipt or three (3) days business after being properly mailed. Notices served personally shall be deemed given upon receipt.

COMPLETE AGREEMENT; GOVERNING LAW

This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the easements provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Grantor and Grantee. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that the venue of any legal action brought to enforce this Agreement shall lie in Pierce County Superior Court and the parties waive their right to be sued elsewhere.

WARRANTY AND REPRESENTATION OF AUTHORITY

The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties hereunder, and that all consents, permissions and approvals related to the execution and delivery of this Agreement have been obtained.

EXHIBITS

This Agreement includes the following exhibits, which by this reference are incorporated into this Agreement:

- A. Description of 226th Avenue Sewer Easement
- B. Short Plat Map for Tax Parcel Number 0519025014 showing 226th Avenue Sewer Easement location

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

JASON & JENNIFER West

By: _____
Name: Jason West
Title: Property Owner

By: _____
Name: Jennifer West
Title: Property Owner

GRANTEE:

CITY OF BONNEY LAKE

By: _____
Name: Neil Johnson Jr.
Title: Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as Mayor of the CITY OF BONNEY LAKE, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that the Mayor was duly authorized to execute said instrument on behalf of the municipal corporation, and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

Parametrix

EXHIBIT "A"

SEWER EASEMENT

THE EAST 20.00 FEET OF LOT 2, OF SHORT PLAT NUMBER 77-286, RECORDS OF
PIERCE COUNTY, WASHINGTON.

CONTAINING 6,003 SQUARE FEET.

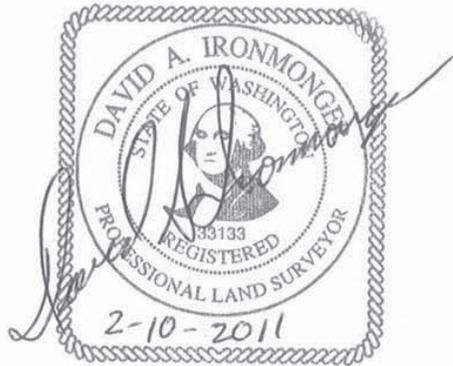
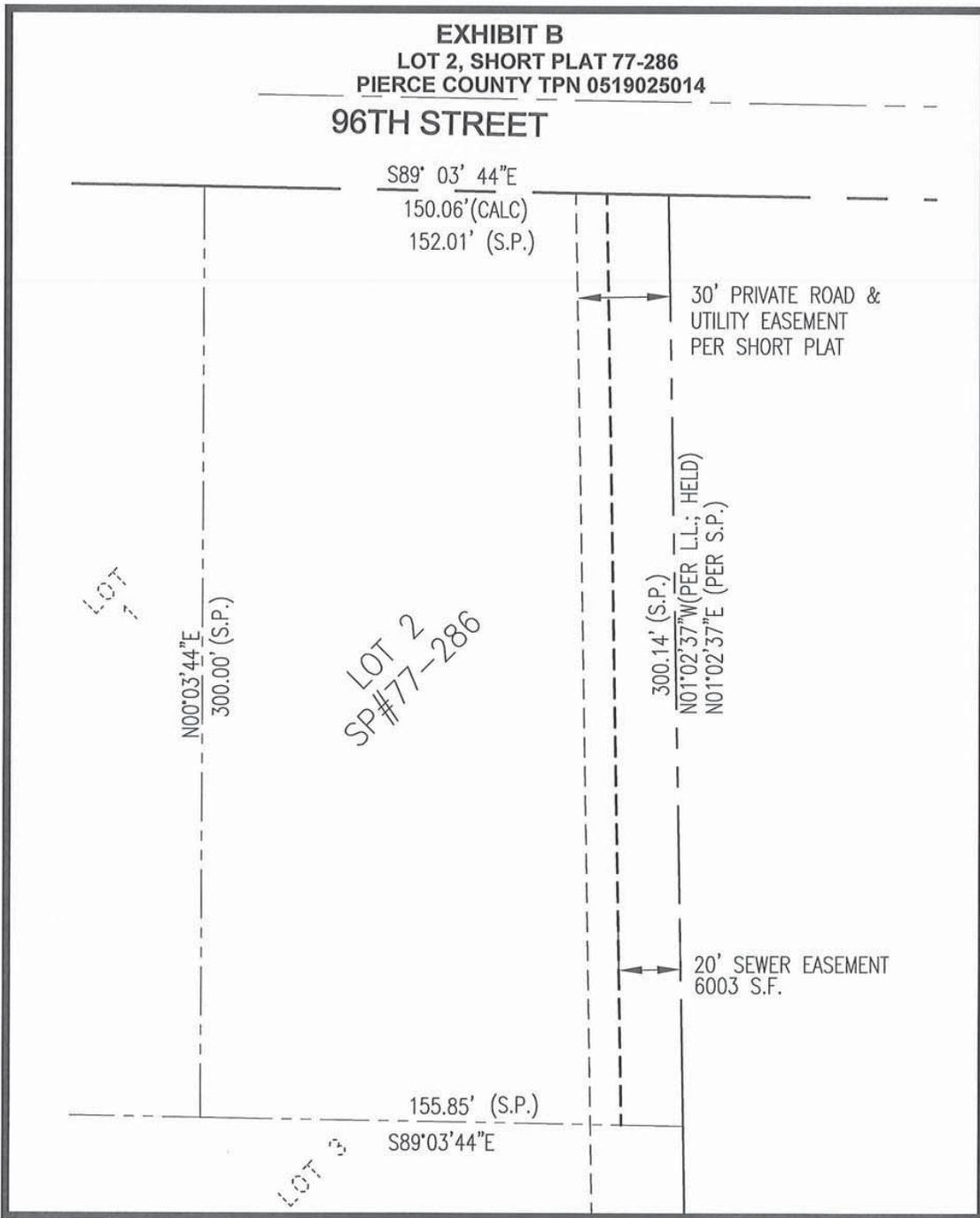
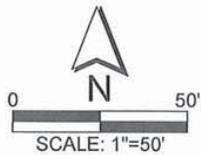


EXHIBIT B
LOT 2, SHORT PLAT 77-286
PIERCE COUNTY TPN 0519025014

96TH STREET



Parametrix DATE: February 10, 2011 FILE: PU16110130422V_LOT2



(CALC)=CALCULATED
(S.P.)=SHORT PLAT
(L.L.)=LARGE LOT AFN 1116,
VOL 12, PG 16, PIERCE COUNTY

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

Department/Staff Contact: PW / Marlyn Campbell	Meeting/Workshop Date: 22 March 2011	Agenda Bill Number: AB11- 39
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2112	Councilmember Sponsor: Jim Rackley

Agenda Subject: Change date and time of regularly scheduled CDC Meeting.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending The Days And Times Of The Community Development Committee Regular Meeting..

Administrative Recommendation:

Background Summary: The Community Development Committee requests to change their regularly monthly meetings to the same days of the Council Workshops. BLMC 2.04.910 states "council committee meetings are fixed by resolution and may be amended as necessary by a majority vote of the council". The proposed new time is 4:00 pm at the City Annex on the 1st and 3rd Tuesday of each month beginning in April 2011. This will allow forwarded council action items (from the CDC) to be placed timely on the Council Agendas on the 2nd and 4th Tuesday each month.
Attachments: Resolution 2112

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: N/A			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Community Development Date: 15 March 2011	<i>Approvals:</i> Chair/Councilmember Rackley Councilmember McKibbin Councilmember Lewis	<table border="0"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No										
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<input checked="" type="checkbox"/>	<input type="checkbox"/>										
Forward to:		Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 22 March 2011	Tabled to Date:

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

RESOLUTION NO. 2112

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AMENDING THE DAYS AND TIMES OF
THE COMMUNITY DEVELOPMENT COMMITTEE REGULAR MEETINGS.**

Whereas, BLMC 2.04.910 provides that the Council Committees Meetings are fixed by Resolution and may be amended as necessary by a majority vote of the Council; and

Whereas, Community Development Committee meetings need to occur the week prior to the regularly scheduled City Council meeting to avoid delayed actions and resultant rescheduling of regular C DC meetings; and,

Whereas, members of the Community Development Committee desire to change all regularly scheduled meetings to the same day as the City Council Workshops; and,

Whereas, construction of the new Interim Justice Center should be completed in April 2011 including a new conference room.

Now therefore, be it resolved; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Community Development Committee regular meetings to be held on the 1st and 3rd Tuesday of each month, beginning in May 2011, commencing at 4:00 p.m., at the City Hall Annex Building, 8720 Main Street East, Bonney Lake, Washington, until moved into the Interim Justice Center Conference room.

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

Neil Johnson Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Harwood T. Edvalson, CMC
City Clerk

James Dionne
City Attorney

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

Department/Staff Contact: Executive / Don Morrison	Meeting/Workshop Date: 22 March 2011	Agenda Bill Number: AB11-40
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2113	Councilmember Sponsor:

Agenda Subject:

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Establishing An Eastown Plan Steering Committee.

Administrative Recommendation: Approve

Background Summary: It was determined at the March 5th Council Retreat to create an temporary Eastown Plan Steering Committee to review and recommend amendments to the Eastown Subarea Plan and accompanying development standards, as well as any proposed changes to the zoning of the area. This Committee will undertake its work from April through June, make their recommendations to the Planning Commission towards the end of June, and then disband.
Attachments: Resolution 2113

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

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
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:	Consent		
	Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION			
Workshop Date(s):	March 15, 2011	Public Hearing Date(s):	
Meeting Date(s):	March 5, 2011	Tabled to Date:	

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

RESOLUTION NO. 2113

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, CREATING A STEERING COMMITTEE FOR THE EASTOWN SUBAREA PLAN UPDATE.

WHEREAS, the City Council and Administration have determined to review and update the Eastown Subarea Plan and accompanying design and development standards; and

WHEREAS, the Council finds that a steering committee consisting of various stakeholders and officials would provide valuable community input and guidance for the Eastown Plan update;

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

Section 1. Steering Committee Established. There is hereby established a temporary advisory committee to be known as the Eastown Plan Steering Committee.

Section 2. Appointment and Term of Members. The members of the Eastown Plan Steering Committee shall be composed of the following:

1. The chairperson of the Planning Commission;
2. The chairperson of the Design Commission;
3. The Community Development Director of the City;
4. A City Council liaison, which shall be Councilmember McKibbin;
5. Two Eastown property owners appointed by the Mayor;
6. One citizen appointed by the Mayor to represent the citizens at-large.

Section 3. Committee Assistance. The Steering Committee shall be staffed by the City's Planning Manager and other staff as assigned by the Mayor, along with clerical and administrative support from the Community Development Department as may be necessary for the Committee to carry out its duties. Legal assistance will be provided to the Committee as needed via a request to the Mayor's Office.

Section 4. Chairperson and vice-chairperson —Quorum —Vote on actions —Meetings — Compensation.

- A. Councilmember McKibbin shall chair the Eastown Plan Steering Committee. At the first meeting of the Steering Committee, the Committee shall elect a vice-chairperson from its membership.
- B. A majority of the Steering Committee members shall constitute a quorum. Each action of the Steering Committee shall be by motion approved by vote of the majority of all of the members of the Committee present at the meeting.
- C. It is anticipated that meetings will be held bi-weekly but not less than monthly. The Steering Committee shall complete its review of the Eastown Plan update and recommendations by June 10, 2011. The Steering Committee shall meet at such times and places designated by the Committee. All meetings of the Steering Committee shall be open to the public.

- D. Upon submittal of the Committee’s review and recommendations to the Planning Commission, the Committee shall be dissolved.
- E. Members of the Committee shall serve without compensation.

Section 5 Responsibilities and Duties. The scope of work and responsibilities of the Eastown Plan Steering Committee are:

- 1. Review and recommend to the Planning Commission an updated Eastown Plan for the City, along with an ordinance detailing any design/development standards recommended for adoption, and any recommended changes to the applicable land use/zoning codes of the City. It is understood that the recommendations of the Steering Committee will be advisory only as the Eastown Plan update and accompanying design/development standards are subject to State review, as well as public hearings and action/modification by both the Planning Commission and the City Council.
- 2. The Steering Committee shall utilize the minutes of the Council Retreat of March 5th and the results of the Eastown Visioning Survey, as well as other available planning tools, best practices, etc. to update the Eastown Plan and accompanying development standards.
- 3. During the course of its work, the Steering Committee shall hold one or more public forums on the Eastown Plan and accompanying development standards to solicit input from interested parties and members of the community at large.
- 4. The Work products of the Steering Committee are expected to be:
 - A. An updated Eastown Subarea Plan.
 - B. An ordinance adopting appropriate Eastown design/development standards (if so recommended) that implement the recommendations of the Plan;
 - C. An ordinance amending the C2/C3 zoning district or other land use regulations as needed (and if so recommended) to implement the recommendations of the Plan.

PASSED BY THE CITY COUNCIL this 22nd day of March, 2011.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney