

COUNCIL WORKSHOP

**March 15, 2011
5:30 p.m.**

AGENDA



“Where Dreams Can Soar”

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

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

The City Council may act on items listed on this agenda, or by consensus give direction for future action. The council may also add and take action on other items not listed on this agenda.

Call to Order: Mayor Neil Johnson @ Bonney Lake City Hall – 19306 Bonney Lake Blvd.

Roll Call:

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

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

Agenda Items

	Page Number
1. Council Open Discussion	
2. Review of Council Minutes: March 1, 2011 Council Workshop, March 5, 2011 Special Meeting and March 8, 2011 Council Meeting.	Page 3
3. Discussion: (Tabled from 3/8/11) AB11-33 – Resolution 2107 – Purchase Eastown Sewer Easements from West & Caldwell Families.	Page 19
4. Discussion: Resolution 2113 – Creating a Steering Committee for the Eastown Subarea Plan Update.	Page 45
5. Discussion: Eastown ULA Partnership.	Page 47
6. Discussion: Potential for Metropolitan Park District and Park Board Future	Page 57
7. Executive Session: RCW 42.30.110 – the City Council may adjourn to executive session. Should an executive session be held, the Mayor will announce the general purpose and expected duration of the session.	
8. Adjournment.	

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

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COUNCIL WORKSHOP

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

DRAFT 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 allows 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



“Where Dreams Can Soar”

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

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

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- 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 Easttown. He described the current status of easements in Easttown 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 Easttown sewer system. Councilmembers Hamilton and Carter asked questions about the handling of storm water in Easttown 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 Easttown 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 Easttown Infrastructure. Councilmembers Lewis and Rackley and Deputy Mayor Swatman spoke in favor of pushing forward with development of a sewer project in Easttown 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 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. Chairman 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. Chairman 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.

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CITY COUNCIL MEETING

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



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

DRAFT MINUTES

"Where Dreams Can Soar"

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 the 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. 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 Bonney Lake Justice Center on 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: Public Works / Director Grigsby	Meeting/Workshop Date: 15 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>	
Date: 28 February 2011		Chair/Councilmember	Jim Rackley  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Councilmember	Donn Lewis  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Councilmember	Randy McKibbin  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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): 8 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 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 226th Avenue 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 8th day of March 2011.

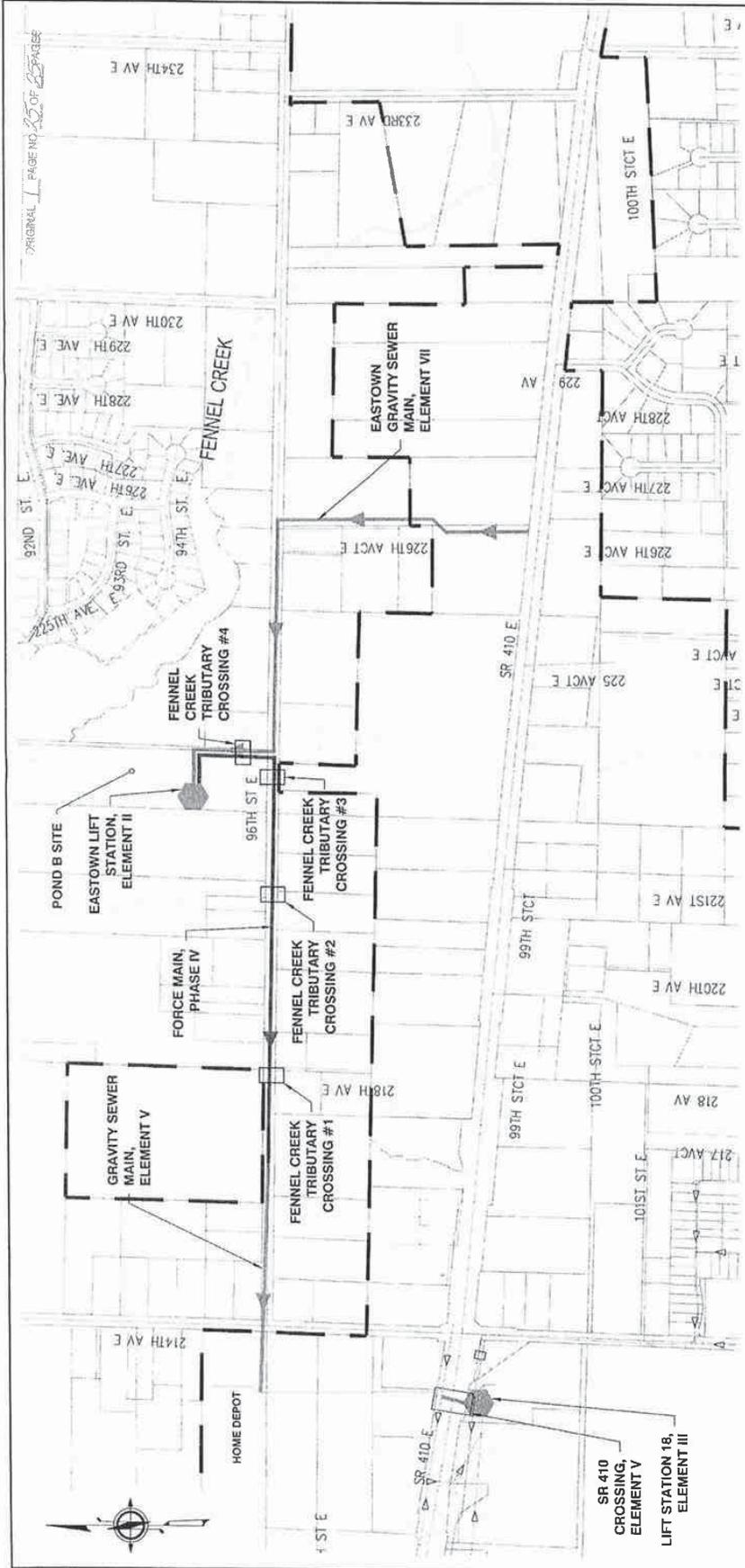
Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



ORIGINAL PAGE NO. 12 OF 23 PAGES



PLAN NUMBER: 08011 D

**EXHIBIT D
PROPOSED EASTOWN SEWER SYSTEM**

1" = 500'

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 1" BAR IS NOT 2' LONG	

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
- ▭ CWA Wetlands
- ▭ Supplemental Wetland Inventory
- ▭ National Wetlands Inventory
- ▭ Future WSDOT Storm Ponds

EASTOWN SEWER LINE



June 10, 2010

Vicinity Map



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)	\$/s.f.	40 % of Assessed Value	20	30	20	30	57	60
			Square Feet =							
2011	\$113,000	42,253	\$2.674	\$/s.f.	\$6,421	\$9,632	\$16,054	\$24,081	\$45,753	\$48,161
2010	\$147,800	42,253	\$3.498	\$1.399	\$8,399	\$12,599	\$20,998	\$31,496	\$59,843	\$62,993
2009	\$139,900	42,253	\$3.311	\$1.324	\$7,950	\$11,925	\$19,875	\$29,813	\$56,645	\$59,626
2008	\$139,900	42,253	\$3.311	\$1.324	\$7,950	\$11,925	\$19,875	\$29,813	\$56,645	\$59,626
2007	\$96,500	42,253	\$2.284	\$0.914	\$5,484	\$8,226	\$13,710	\$20,564	\$39,072	\$41,129
2011 Fair Market Value		42,253	\$1.75	\$0.700	\$4,202	\$6,303	\$10,505	\$15,757	\$29,939	\$31,515
Proposed by Property Owner 4 February 2011			\$2.50	\$1.000	\$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
		Square Feet =							
2011	\$161,700	209,959	\$0.308	9,256	13,883	\$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	\$6,479	\$16,197
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Proposed by Property Owner	\$2.50	\$9,256	\$23,139
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- 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: 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 25th day of February, 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 Pierce)

On this 25th day of February, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JASON and JENNIFER WEST, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument.

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



Lauren E. Hines
(Signature of Notary)

Lauren E. Hines
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Sunnyside
My appointment expires: 8-29-12

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.

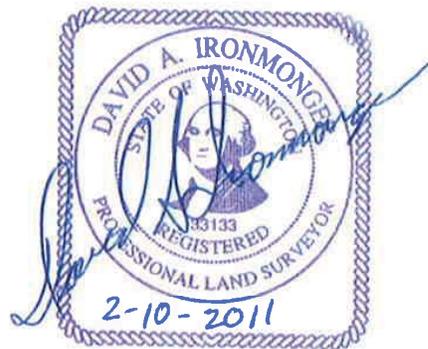
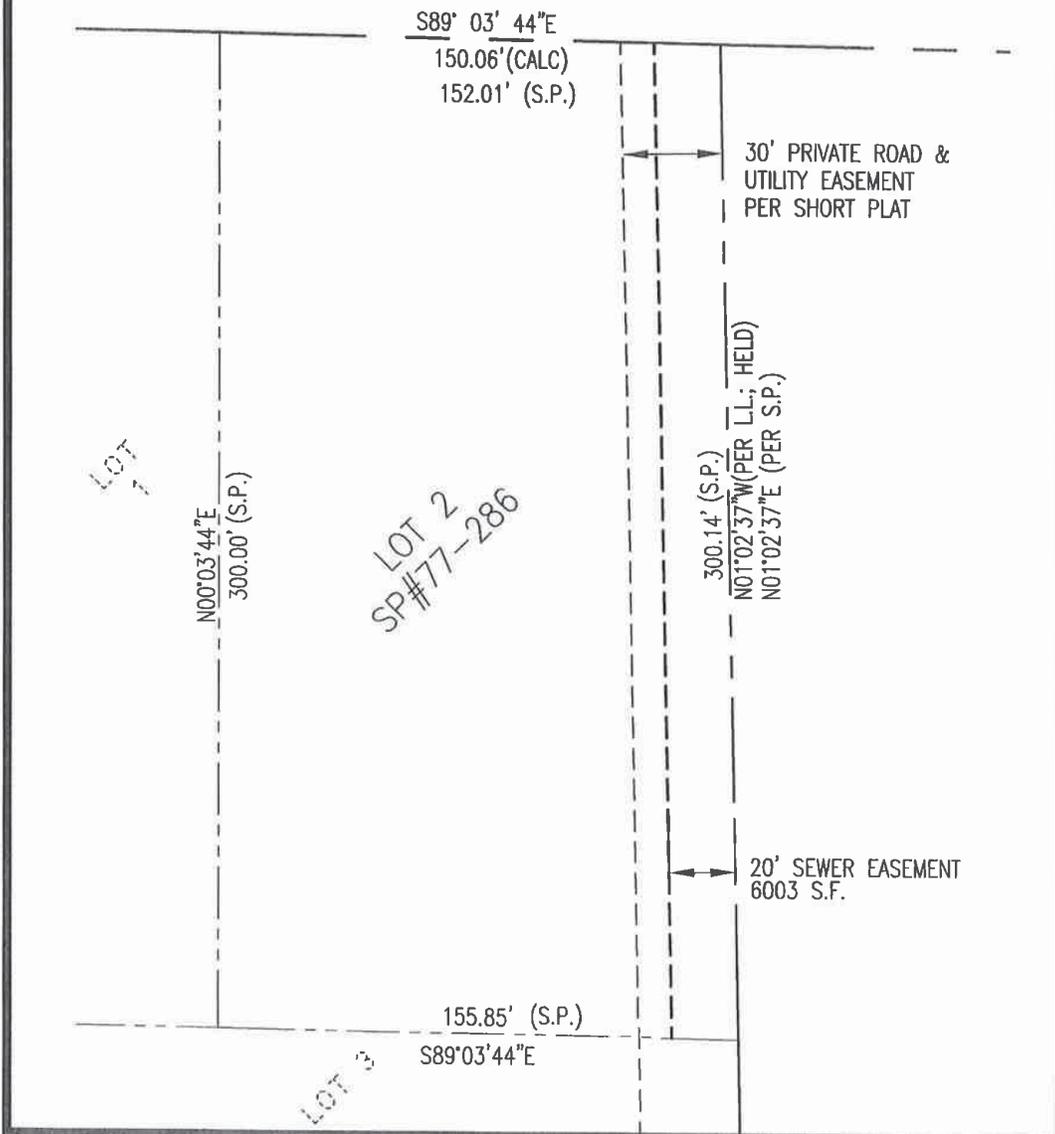
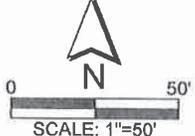


EXHIBIT B
LOT 2, SHORT PLAT 77-286
PIERCE COUNTY TPN 0519025014

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

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 23rd day of February, 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 Pierce)

On this 23rd day of February, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LARRY and SARAH CALDWELL, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument.

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



Lauren E. Hines
(Signature of Notary)

LAUREN E. HINES
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Simons
My appointment expires: 8-29-12

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.

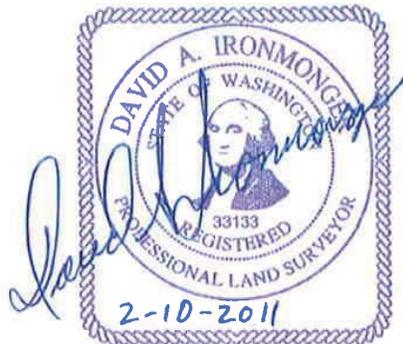
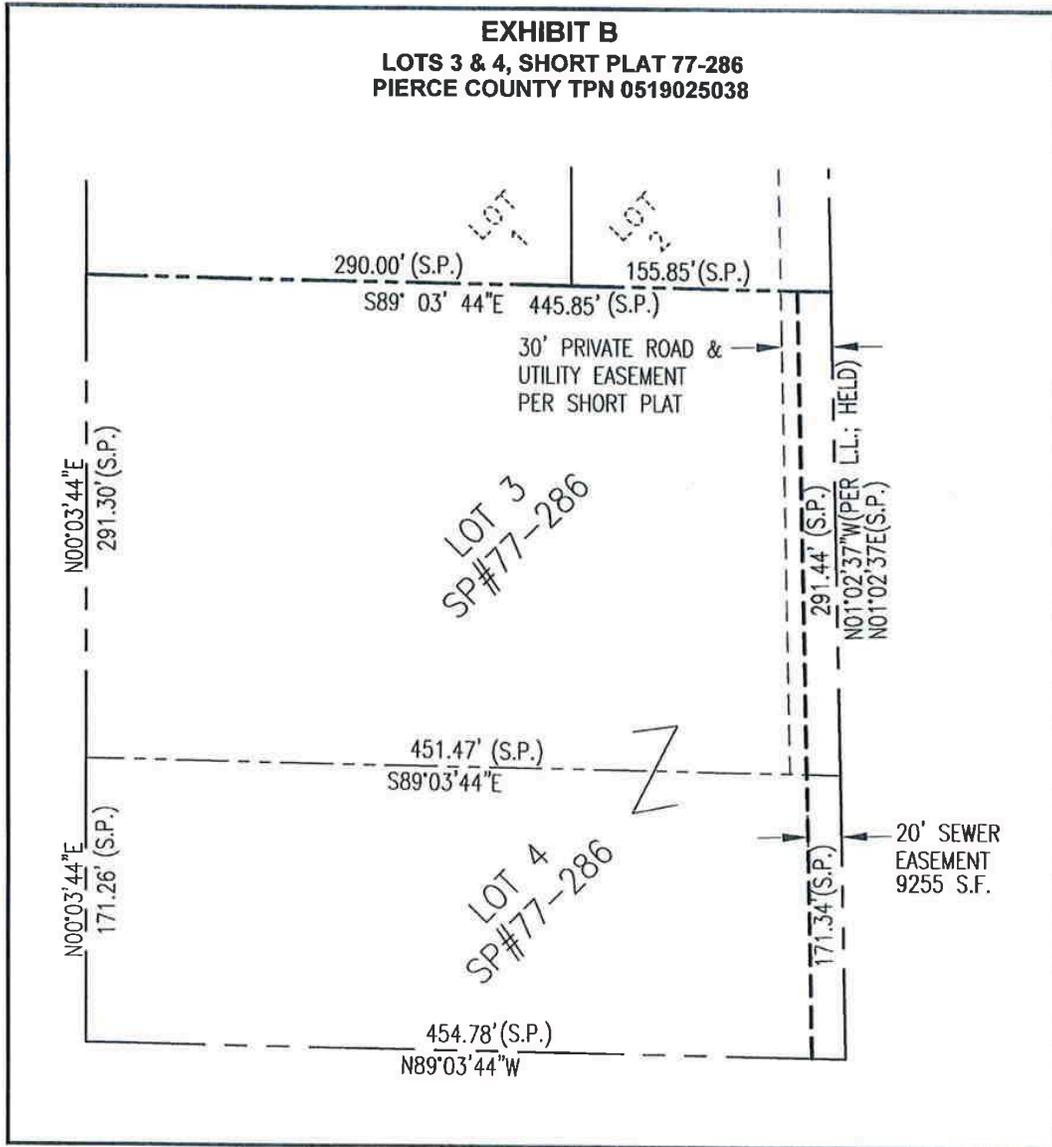
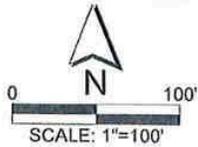


EXHIBIT B
LOTS 3 & 4, SHORT PLAT 77-286
PIERCE COUNTY TPN 0519025038



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

Parametrix DATE: February 10, 2011 FILE: PU16110130422V_LOT3



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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 citizen 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. 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 _____ day of March, 2011.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

BLMC
Chapter 13.16
DEVELOPER EXTENSIONS¹

Sections:

- [13.16.010](#) Purpose.
- [13.16.020](#) Definitions.
- [13.16.030](#) Developer extensions – Latecomer agreements.
- [13.16.040](#) Fee.
- [13.16.050](#) Cost recovery methodology.
- [13.16.060](#) City's authority to collect reimbursement.
- [13.16.900](#) Severability.

13.16.010 Purpose.

The purpose of this chapter is to establish regulations, as authorized by RCW 35.91.020, regarding the execution and administration of agreements for reimbursement, or “latecomer agreements,” under Chapter 35.91 RCW. (Ord. 1327 § 1, 2009; Ord. 898 § 1, 2001).

13.16.020 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

“Cost of construction (cost)” means the sum of the direct construction costs incurred to construct utility system improvements. The direct construction costs include, but are not limited to, all related design services, engineering, surveying, legal services, bonding costs, environmental mitigation, acquisition of right-of-way and/or easements, government agency fees, testing services, inspection, plan review and approval, labor, materials, equipment rental, and contractor and/or subcontractor fees or charges. The cost of construction shall not include costs that will be reimbursed by other means, at the time of construction or development, such as credits or grants.

“Developer extension” means an extension of existing city utility facilities to enable previously unserved properties to be served, which extension is undertaken and paid for by any person other than the city.

“Developer extension agreement” means an agreement setting the terms, conditions and standards by which a person agrees to undertake a developer extension.

“Latecomer agreement” means an agreement, authorized by RCW 35.91.020, whereby persons seeking to connect to a developer extension are required to pay their fair pro rata share of the cost of the developer extension, which payment is transmitted by the city to the person originally undertaking the developer extension. This reimbursement requirement is limited to a period not to exceed 20 years from the date the extension is dedicated to the city.

“Person” means any individual person or any public or private entity or organization other than the city.

“Utility” means water, stormwater or sanitary sewer service. (Ord. 1327 § 1, 2009; Ord. 898 § 2, 2001).

13.16.030 Developer extensions – Latecomer agreements.

A. In any case where a latecomer agreement is contemplated in connection with a developer extension, the latecomer agreement shall be finalized, approved by the council and executed prior to or simultaneous with the city's acceptance of ownership of the developer extension.

B. No developer extension shall be undertaken without prior execution of a developer extension agreement. Where the person undertaking a developer extension wishes to be reimbursed pursuant to a latecomer agreement, such desire shall be made clear to the city in writing prior to the execution of the developer extension agreement relating to the developer extension. Where a latecomer agreement is contemplated, the city's standard form latecomer agreement should be made an exhibit to and included by reference in the developer extension agreement executed between the city and the developer of the extension, and the developer extension agreement should clearly provide that the latecomer agreement must be finalized and executed prior to the city accepting ownership of the extension. Should no request for a latecomer agreement made pursuant to this subsection be made prior to execution of a developer extension agreement, the person undertaking such developer extension shall be deemed to have waived any entitlement to a latecomer agreement, and no latecomer agreement shall subsequently be considered or executed with respect to such developer extension.

C. Should a developer extension be transferred to and accepted by the city without the execution of a latecomer agreement, the person undertaking such developer extension shall be deemed to have waived any entitlement to a latecomer agreement, and no latecomer agreement shall subsequently be considered or executed with respect to such developer extension.

D. Nothing in this chapter shall be deemed to preclude the inclusion of further terms or conditions within any developer extension agreement or latecomer agreement, nor shall this chapter be deemed to preclude the city from applying further conditions to the approval of any developer extension agreement or latecomer agreement. (Ord. 1327 § 1, 2009; Ord. 898 § 3, 2001).

13.16.040 Fee.

In addition to any fee provisions which may be included with any latecomer agreement executed pursuant to this chapter to recover the city's administrative costs, there shall be charged to any person requesting a latecomer agreement pursuant to this chapter a fee of \$500.00 to cover the cost of public notification, agreement review, development, and city council process time. No request for a latecomer agreement shall be processed unless such fee has been paid. (Ord. 1327 § 1, 2009; Ord. 898 § 4, 2001).

13.16.050 Cost recovery methodology.

The following general guidance shall govern the cost recovery methodology for latecomer agreements executed pursuant to this chapter; provided, that the city council may approve additional or different terms in any particular latecomer agreement:

A. The cost of extension of utility lines across the frontage of the applicant's property is the expected duty of the applicant and will not be a cost recoverable through a latecomer agreement, except for beneficiaries directly across the road or adjacent to the utility extension.

B. Pipe size upgrades will be reimbursed by the city to the developer only when a planned capital improvement is contemplated within three years of the execution of a developer extension agreement.

C. Depth of sewer will not be a cost recoverable item. Pipe size will not be a cost recoverable item except as noted in subsection B of this section.

D. Any developments or short plats that are connecting to a utility where a latecomer agreement applies shall pay the latecomer fees at final plat. Latecomer fees paid at final plat will be exempt from administration fees.

E. All lots of record identified in the latecomer agreement will pay the applicable latecomer fee when their building permit is issued or, for existing buildings, when the utility connection is made.

F. The city's administration fee for a latecomer agreement shall be 10 percent and shall be charged to the latecomer.

G. Extension of the sewer, storm water and water systems or addition of new facilities shall be designed according to the adopted water and sewer comprehensive plan or per the public works director's direction.

H. The public works director or his designee will make recommendations to the city council as to an appropriate pro rata share for latecomer fees.

I. Recoverable costs shall include all costs reasonably associated with this extension. These costs include but are not limited to design, construction, acquiring utility easements or right-of-way, public notification and information, and any professional services deemed appropriate by the public works director to establish complete cost compilation and assessment of costs on a fair, pro rata share of the extension, subject to such rules and regulations the city council may provide.

J. The city council will determine the method of cost allocation used, which may include but not necessarily be limited to:

1. Front foot method;
2. Zone front foot method;
3. Square footage method;
4. Contract method;

5. Other equitable method approved by the city council;

6. Any combination of the methods in subsections (J)(1) through (5) of this section. (Ord. 1327 § 1, 2009; Ord. 898 § 5, 2001).

13.16.060 City's authority to collect reimbursement.

A. Pursuant to RCW 35.91.020, if the city contributes partially or fully to the financing of water, sanitary sewer or stormwater facility projects, it has the same rights to collect reimbursements as do private owners of real estate who enter into latecomer agreements with the city under this chapter.

B. The city may obtain reimbursements for projects funded solely by the city or in conjunction with private developers. If projects are jointly financed, the amount of reimbursement received by each participant in the financing must be a pro rata share. The city is authorized to enter into such contracts with private parties as are necessary to finance and construct the project and secure pro rata reimbursements. The public works director based on information submitted by the owner will estimate pro rata share of costs. The public works director may require engineering costs or construction bids to be provided. The public works director will formulate an assessment reimbursement area (benefit area) based upon a determination of which parcels did not contribute to the original cost of such infrastructure improvement and who may connect to or specially benefit from such infrastructure.

C. The city may not collect any additional reimbursement, assessment, charge or fee for the infrastructure or facilities for which the city collected pro rata reimbursement under this section.

D. Cost recovery methodology for the city's reimbursement shall be governed by BLMC [13.16.050](#); provided, that the city council, acting on the recommendation of the public works director or designee, may approve additional or different methodology in regard to any particular project.

E. The city shall record in the office of the Pierce County auditor, against every property in the reimbursement area of any project the city funds or co-funds, a notice of additional water or sewer facility tap or connection charges pursuant to RCW 65.08.170. (Ord. 1327 § 2, 2009).

13.16.900 Severability.

If any section, sentence, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter. (Ord. 898 § 6, 2001).

accepted by the City; provided, that the provisions of Section 3 subsection (B) of this Ordinance shall not apply to any such developer extension.

Redmond Municipal Code

Chapter 13.12

REIMBURSEMENT AGREEMENTS FOR UTILITY IMPROVEMENTS

Sections:

[13.12.010](#) Purpose.

[13.12.020](#) Definitions.

[13.12.030](#) Minimum project size.

[13.12.040](#) Application.

[13.12.050](#) Length of reimbursement provision.

[13.12.060](#) Director's determination – Review by Mayor.

[13.12.070](#) Determination of reimbursement area boundary and reimbursement fee.

[13.12.090](#) Reimbursement agreement must be recorded.

[13.12.100](#) Written agreement – Payment of city costs in excess of application fee.

[13.12.110](#) Construction and acceptance of improvements – Recording of final fees.

[13.12.120](#) Collection of reimbursement fees – No liability for failure to collect.

[13.12.125](#) Segregation of reimbursement fees.

[13.12.130](#) Disposition of undeliverable reimbursement fees.

[13.12.140](#) Severability.

13.12.010 Purpose.

The purpose of this chapter is to prescribe rules and regulations for exercise of the authority to enter into a Utility Reimbursement Agreement granted to the City by RCW Chapter 35.91. The rules and regulations included in this chapter are based on Redmond's interpretation that Chapter 35.91 contemplates that reimbursement agreements will be executed prior to commencement of construction. (Ord. 1702 § 1, 1992; Ord. 1429 § 1 (part), 1988).

13.12.020 Definitions.

As used in this chapter, the terms listed below shall be defined as follows:

A. "Cost of construction" means those costs incurred for design, acquisition for right-of-way and/or easements, construction, materials and installation required in order to create an improvement which complies with city standards. Until such time as RCW Chapter 35.91 is amended to expressly authorize inclusion of interest charges or other financing costs, such expenses shall not be included in the calculation of construction costs. In the event of a disagreement between the city and the applicant concerning the cost of the improvement, the city director's determination shall be final.

B. "Director" means the Director of Public Works or his/her designated representative.

C. "Reimbursement agreement" means a written contract between the city and one or more property owners providing for construction of water or sewer facilities and for partial reimbursement to the party causing such improvements to be made of a portion of the costs of such improvements by owners of property benefitted by the improvements, as more specifically described in RCW Chapter 35.91.

D. "Water or sewer facilities" shall have the meaning specified in RCW 35.91.020 as it now reads, or as hereafter amended. (Ord. 1429 § 1 (part), 1988).

13.12.030 Minimum project size.

In order to be eligible for a reimbursement agreement, the estimated cost of the proposed improvement must not be less than five thousand dollars. The estimated cost of the improvement shall be determined by the director, based upon a construction contract for the project, bids, engineering or architectural estimates or other information deemed by the director to be a reliable basis for estimating costs. The determination of the director shall be final. (Ord. 1429 § 1 (part), 1988).

13.12.040 Application.

An application for reimbursement agreement shall be made on a form provided by the city. The application fee shall be set by council resolution and shall be submitted to the city with the written application and shall be accompanied by:

A. Preliminary utility design drawings;

B. Itemized estimate of construction costs prepared and signed by a licensed civil engineer or in the form of a bid submitted by a qualified contractor (if more than one bid has been obtained, all bids must be submitted to the city);

C. A scaled vicinity drawing on eight and one-half inch by eleven inch mylar, stamped by a licensed civil engineer or licensed land surveyor depicting the improvements and their location and the proposed benefitted area, including dimensions and county assessor's numbers for each tax parcel, size of parcels, and evaluations where necessary for determining benefits;

D. A separate legal description for each tax parcel within the benefitted area; and

E. Such other information as the director determines is necessary to properly review the application. (Ord. 1480 § 23, 1989; Ord. 1429 § 1 (part), 1988).

13.12.050 Length of reimbursement provision.

No reimbursement agreement shall provide for reimbursement for a period of longer than ten years from the date of final acceptance of the improvements by the city. (Ord. 1429 § 1 (part), 1988).

13.12.060 Director's determination – Review by Mayor.

A. The Director shall review all applications and shall approve the application only if the following requirements are met:

1. The project satisfies the minimum size requirement, Section [13.12.030](#); and
2. The proposed improvements fall within the description of water or sewer facilities as those terms are described in RCW Chapter 35.91; and
3. The proposed improvements are not constructed or currently under construction.

B. In the event all of the above criteria are not satisfied, the Director may condition approval as necessary in order for the application to conform to such criteria, or shall deny the application. The final determination of the Director shall be in writing. The applicant may obtain a review of the final determination by filing a request therefor with the City Clerk no later than ten (10) days after mailing a copy of the final determination to the applicant at the address listed on the application.

C. In reviewing a final determination, the Mayor shall apply the criteria set forth above, and shall uphold the decision of the Director unless evidence presented by the applicant clearly demonstrates that the criteria have been satisfied. (Ord. 1798 § 1, 1994; Ord. 1702 § 2, 1992; Ord. 1429 § 1 (part), 1988).

13.12.070 Determination of reimbursement area boundary and reimbursement fee.

In the case of all applications which are approved, the director shall define the reimbursement area based upon a determination of which parcels did not contribute to the original cost of the water or sewer facility for which the reimbursement agreement applies and which may subsequently tap into or use the same, including not only those which may connect directly thereto, but also those who may connect to laterals or branches connecting thereto. An estimated amount of the reimbursement fee shall be established so that each property will pay a share of the costs of the improvements, which is proportional to the benefits which accrue to the property. (Ord. 1429 § 1 (part), 1988).

13.12.090 Reimbursement agreement must be recorded.

In order to become effective, a reimbursement agreement must be recorded with the office of the King County department of records and elections. It shall be the sole responsibility of the beneficiary of the reimbursement agreement to verify the agreement has been recorded. (Ord. 1429 § 1 (part), 1988).

13.12.100 Written agreement – Payment of city costs in excess of application fee.

A. Upon approval of the application, determination of the estimated costs of construction, the reimbursement area and estimated fees by the Director, the applicant shall sign a reimbursement agreement in the form supplied by the city. The signed agreement, the application and supporting documents, together with the director's estimate of cost of construction, and determination of reimbursement area and estimated fees shall be presented to the Mayor. The Mayor is hereby granted the authority to sign reimbursement agreements on behalf of the city.

B. In the event that costs incurred by the city for engineering or other professional consultant services required in processing the application exceed the amount of the application fee, the Director shall so advise the Mayor and Mayor's approval shall be conditioned upon receipt of payment by the applicant of an additional amount sufficient to compensate the city for its costs in excess of the application fee. (Ord. 1798 § 2, 1994: Ord. 1429 § 1 (part), 1988).

13.12.110 Construction and acceptance of improvements – Recording of final fees.

A. After the reimbursement agreement has been signed by both parties, and all necessary permits and approvals have been obtained, the applicant shall construct the improvements, and upon completion, request final inspection and acceptance of the improvements by the city, subject to any required obligation to repair defects. An appropriate bill of sale, easement and any other document needed to convey the improvements to the city and to insure right of access for maintenance and replacement shall be provided, along with documentation of the actual costs of the improvements and a certification by the applicant that all of such costs have been paid.

B. In the event that actual costs are less than the director's estimate used in calculating the estimated fees by ten percent or more, the director shall recalculate the fees, reducing them accordingly, and shall cause a revised list of fees to be recorded with the county auditor. (Ord. 1429 § 1 (part), 1988).

13.12.120 Collection of reimbursement fees – No liability for failure to collect.

A. Subsequent to the recording of a reimbursement agreement, the city shall not permit connection of any property within the reimbursement area to any sewer or water facility constructed pursuant to the reimbursement agreement, unless the share of the costs of such facilities required by the recorded agreement is first paid to the city.

B. Upon receipt of any reimbursement fees, the city shall deduct a six percent administrative fee and remit the balance of the reimbursement fees to the party entitled to the fees pursuant to the agreement. In the event that through error, the city fails to collect a required reimbursement fee prior to approval of connection to a sewer or water facility, the city shall make diligent efforts to

collect such fee, but shall under no circumstances be obligated to make payment to the party entitled to reimbursement, or in any other way be liable to such party, unless such reimbursement fee has actually been paid to the city. (Ord. 1429 § 1 (part), 1988).

13.12.125 Segregation of reimbursement fees.

The reimbursement agreement shall provide that the City is authorized to make segregation or adjustments to reimbursement fees because of subdivision or boundary line adjustment of the benefitted properties. The segregation or adjustment shall generally be made in accordance with the method used to establish the original reimbursement fees. Segregation or adjustment shall not increase or decrease the total reimbursement fees to be paid. (Ord. 1702 § 3, 1992).

13.12.130 Disposition of undeliverable reimbursement fees.

In the event that, after reasonable effort, the party to which reimbursement fees are to be paid pursuant to a reimbursement agreement cannot be located, and upon the expiration of one hundred eighty days from the date fees were collected by the city, the fees shall become the property for the city and shall be revenue to the city sewer and water utility. (Ord. 1429 § 1 (part), 1988).

13.12.140 Severability.

If any section, sentence, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter. (Ord. 1429 § 1 (part), 1988).

Metropolitan Park Districts

Statutory Reference: Chapter 35.61 RCW

Purpose

A metropolitan park district may be created for the management, control, improvement, maintenance, and acquisition of parks, parkways, boulevards, and recreational facilities.

Government Type

Municipal Corporation

Function and Powers of Metropolitan Park District

List of District's Powers

- May purchase, acquire and condemn lands within or without the boundaries of park district.
- May issue and sell warrants, short- term obligations, or general obligation bonds.
- May issue revenue bonds.
- Can petition for the creation of local improvement districts.
- May employ counsel, provide for park police officers, secretary of the board, and all necessary employees.
- May establish civil service for employees.
- Has power to regulate, manage and control, improve, acquire, extend and maintain, open and lay out, parks, parkways, boulevards, avenues, aviation landings and playgrounds, within or without the park district.
- Has power to authorize:
 - conduct and manage the letting of boats, or other amusement apparatus,
 - the operation of bath houses,
 - the purchase and sale of foodstuffs or other merchandise,
 - the giving of vocal or instrumental concerts or other entertainments,
 - the management and conduct of such forms of recreation or business as it shall judge desirable or beneficial for the public, or for the production of revenue for expenditure for park purposes.
- May sell, exchange, or otherwise dispose of surplus property.
- Can annex territory.

Formation of Metropolitan Park District

A metropolitan park district may include territory located in portions or in all of one or more cities or counties, or in one or more cities and counties, when created or enlarged. There are two ways to initiate the formation of a park district: by petition and by a resolution of the governing body or bodies within which the district is to be located. (RCW 35.61.020)

Local Government Resolution Method: A city or county may initiate district formation by adopting a resolution submitting a proposition for its formation to voters within the proposed district boundaries. If the district includes area within the county or other cities and counties, the legislative body of each city and/or county that includes a portion or all of the area in the district must adopt a resolution submitting the proposition to the voters.

Citizen Petition Method: A metropolitan district may be initiated if a petition proposing its creation is submitted to the county auditor of each county in which all or a portion of the proposed district would be located, signed by at least 15 percent of the registered voters residing in the area to be included. Where the petition is for creation of a district in more than one county, the petition must be filed with the county auditor of the county having the greater area of the proposed district, and a copy filed with each other county auditor of the other counties covering the proposed district.

Petition or resolution contents: The petition proposing the creation of a metropolitan park district, or the resolution submitting the question to the voters, must indicate the choice and describe the composition of the initial board of commissioners of the district that is proposed under RCW 35.61.050 and must list a name for the district. (RCW 35.61.030)

Three Governing Body Alternatives

The resolution or petition submitting the ballot proposition must designate the composition of the board of metropolitan park commissioners from among three alternatives. Metropolitan park districts created by a vote of the people prior to June 2002 may not change the composition and method of selection of their governing authority without approval of the voters.

- Five commissioners - elected at time of formation:
 - Five commissioners of the district may be selected at the same election at which the proposition is submitted to the voters as to whether a metropolitan park district is to be formed.
 - The election of park commissioners is null and void if the metropolitan park district is not created.
 - Candidates must run for specific commission positions.
 - No primary is held to nominate candidates.
 - The person receiving the greatest number of votes for each position is elected as a commissioner.
 - The staggering of the terms of office occurs as follows:
 - The two persons elected receiving the two greatest numbers of votes are elected to six-year terms of office if the election is held in an odd-numbered year or five-year terms of office if the election is held in an even-numbered year;
 - The two persons elected receiving the next two greatest numbers of votes are elected to four-year terms of office if the election is held in an odd-numbered year or three-year terms of office if the election is held in an even-numbered year; and
 - The other person elected is elected to a two-year term of office if the election is held in an odd-numbered year or a one-year term of office if the election is held in an even-numbered year.

- The initial commissioners take office immediately when elected and qualified, and, for purposes of computing their terms of office, the terms are assumed to commence on the first day of January in the year after they are elected.
- Thereafter, all commissioners will be elected to six-year terms of office.
- All commissioners serve until their respective successors are elected, qualified, and assume office in accordance with RCW 29A.20.040.
- Vacancies are to be filled as provided in chapter 42.12 RCW.
- District wholly in city or in county:
 - The governing body of such city or legislative authority of such county may be designated to serve in an ex officio capacity as the board of metropolitan park commissioners, provided that when creation of the district is proposed by citizen petition, the city or county approves by resolution such designation.
- District within more than one city, more than one county, or any combination of cities and counties:
 - Each city governing body and county legislative authority may be designated to collectively serve ex officio as the board of metropolitan park commissioners through selection of one or more members from each to serve as the board, provided that:
 - When creation of the district is proposed by citizen petition, each city governing body and county legislative authority approves by resolution such designation.
 - Within six months of the date of certification of election results approving creation of the district, the size and membership of the board is determined through interlocal agreement of each city and county.
 - The interlocal agreement specifies the method for filling vacancies on the board.

Feasibility and Cost Studies Requirement

None required.

State Environmental Policy Act (SEPA) Review

Since "creation of a district" is defined by SEPA regulations (WAC 197-11-704(2)(b)(iv)) as a "nonproject action," the proposed establishment of a metropolitan park district is subject to SEPA review, which, at a minimum, requires a threshold determination under WAC 197-11-310(1).

Hearing Requirement

None required for formation. Hearing required for annexation.

Resubmittal of Petition

Not addressed.

Election to Form District

Where no boundary review board exists

- The ballot proposition authorizing creation of a metropolitan park district appears on the ballot of the next general election or at the next special election date specified under RCW 29A.04.330 occurring 60 or more days after:
 - the last resolution proposing the creation of the park district is adopted;
 - or the date the county auditor certifies that the petition proposing creating the district has sufficient valid signatures.
- Where a petition is filed with two or more county auditors, the county auditors must confer and issue a joint certification.

Where a boundary review board exists:

- Where the proposed district is located wholly or in part in a county where there is boundary review board, notice of the proposal must be filed with the boundary review board.
- A special election is held on the date specified under RCW RCW 29A.04.330 that is 60 or more days after proposal is approved or is deemed to have approved by boundary review board.

City exception:

The creation of a metropolitan park district is not subject to review by a boundary review board if the proposed district only includes one or more cities.

Ballot proposition

The proposition must include the following terms:

"For the formation of a metropolitan park district to be governed by [insert board composition described in ballot proposition]."

"Against the formation of a metropolitan park district."

Election of Commissioners, see [Election of Five Commissioners At Formation](#).

Passage of Proposition

If a majority of the voters voting the creation of the metropolitan park district, the metropolitan park district, is created as a municipal corporation effective immediately upon certification of the election results and its name will be that designated in the ballot proposition. ([RCW 35.61.040](#))

Governing Body

See [Three Alternative Governing Body Forms](#) under Formation for details.

- The metropolitan park board may be composed in any of the following alternatives:
 - Five commissioners may be elected at the same election creating the district;
 - For a district located entirely within one city or the unincorporated area of one county, the legislative authority of the city or county may act as the metropolitan park board; or

- For a district located in multiple cities or counties, each legislative authority may appoint one or more members to serve as the board.
- The governing structure of an existing (before June 13, 2002) metropolitan park district may not be changed without the approval of the voters.

Compensation of Governing Body

- Only separately-elected metropolitan park commissioners are entitled to receive compensation.
- Commissioners selected by election according to RCW 35.61.050(2) may provide, by resolution passed by the commissioners, for the payment of compensation to each of its commissioners at a rate of up to 70 dollars for each day or portion of a day devoted to the business of the district.
- Compensation for each commissioner must not exceed \$6,720 per year.
- Any commissioner may waive all or any portion of his or her compensation payable under this section as to any month or months during his or her term of office:
 - By a written waiver filed with the clerk of the board.
 - The waiver must be filed any time after the commissioner's election and prior to the date on which the compensation would otherwise be paid.
 - The waiver must specify the month or period of months for which it is made. (RCW 35.61.150)

Metropolitan Park District Finance

- General Administration
- Tax Authority
- Debt

Adding Area - Enlargement

- Territory by virtue of its annexation to any city that lies entirely within a park district is deemed to be within the limits of the metropolitan park district.
- Such an extension of a park district's boundaries is not be subject to review by a boundary review board independent of the board's review of the city annexation of territory. (RCW 35.61.020)
- The territory adjoining a metropolitan park district may be annexed into the district upon petition and an election.
 - The petition must define the territory proposed to be annexed and must be signed by 25 registered voters, resident within the territory proposed to be annexed, unless;
 - The territory is within the limits of another city, in which case it must be signed by 20 percent of the registered voters residing within the territory proposed to be annexed. (RCW 35.61.250)

Dissolution

- A district may be dissolved by majority vote of members.

- Upon dissolution, the district's liabilities are prorated, and turned over to the city and/or county to the extent the district was respectively located in each, when:
 - Such city and/or county, through its governing officials, agrees to, and petitions for, such dissolution and the assumption of such assets and liabilities, or;
 - Ten percent of the voters of such city and/or county who voted at the last general election petition the governing officials for such a vote. (RCW 35.61.310)
- Disincorporation of district located in county with a population of 210,000 or more and inactive for five years, see Chapter 57.90 RCW.

Financing

Levy Rate Limits on Property Tax

A metropolitan park district (MPD) is a junior taxing district that has two regular property tax levies available - one of 50 cents per thousand dollars assessed valuation (AV) and one of 25 cents. They are considered as one levy for the purposes of the levy limits in chapter 84.55 RCW, which sets limits on the amount by which a levy can be increased. RCW 35.61.210. (Note that the levy is the total dollar amount, not the tax rate.) However, they have different rankings in the prorationing statute, which will be discussed below.

The aggregate regular levy rates of senior taxing districts (counties and cities) and junior taxing districts (fire districts, metropolitan park districts, cemetery districts, library districts, park and recreation district, etc.) may not exceed \$5.90 per thousand dollars AV. If this limit is exceeded, the levy of at least one junior taxing district must be prorated. (See discussion below.) Some property tax levies not subject to this limit include state levies; levies for public utility districts; excess property tax levies; special levies for local school districts; levies for acquiring conservation futures; emergency medical service levies; low income housing levies; ferry district levies; the county criminal justice levy; and, under certain restrictive conditions, the 25 cent metropolitan park district levy and 25 cents of the fire district levy under RCW 52.16.140 or .160. Some of these are, however, subject to the one percent constitutional limit. (*RCW 84.52.043*)

One-Percent Constitutional Property Tax Limit

In addition to the other levy rate limits, both statutory law and the state constitution limit regular property tax levies (including the state levy) to one percent of the true and fair value of the property. This limit does not apply to port or public utility districts. The limit may be exceeded when 60 percent of the voters approve excess or special levies for operations and maintenance (school levies fall in this category) or for the payment of debt service on general obligation bonds. Both kinds of levies have voter turnout requirements. (*Washington State Constitution, Art. 7, Sec. 2; RCW 84.52.050; RCW 84.52.052; RCW 84.52.056*)

Metropolitan Park District Debt Authority

Metropolitan park districts may issue general obligation debt in an amount equal to 2 ½ percent of their assessed valuations. (*RCW 35.61.110*) Of this 2 ½ percent, ¼ percent may be nonvoted (also called councilmanic) debt. (*RCW 35.61.100*) The rest must be voted. The source for repayment of nonvoted debt is the district's general fund. For voted debt, debt service is paid

from an excess property tax levy, which must be passed by a 60 percent vote, with an election turnout of at least 40 percent of those voting in the last general election. (*RCW 84.52.056 and art. 7, sec.2, of the constitution.*) This debt must be used for capital purposes (RCW 84.52.056) and can issued for a maximum of 20 years. (RCW 35.61.100)

Districts may also issue all kinds of short-term debt: tax anticipation notes, bond anticipation notes, revenue anticipation notes, grant anticipation notes as well as use lines of credit.

Comparing Metropolitan Park Districts with Park and Recreation Service Areas and Districts

Almost completely across the board, metropolitan park districts offer more fiscal capacity and flexibility. This is particularly true for its property tax levy. First, the MPD levy is less subject to prorationing. Although MPDs formed on or after January 1, 2002 are further down the ladder than one formed before that date, anything is better than being absolutely the first districts to have their levy cut if prorationing is necessary. That is the situation for park and recreation districts and service areas. MPDs also have a higher maximum levy - 75 cents per thousand dollars AV versus 60 cents. In addition, the MPD levy is voted on by the legislative body and is permanent. Park and recreation districts and service area levies are subject to a vote of the people at least every six years and setting the levy requires a 60 percent majority with a 40 percent voter turnout.

Park and recreation service areas have slightly more generous debt limits than MPDs, having the ability to levy nonvoted debt in an amount equal to 3/8 percent of assessed valuation compared to 1/4 percent for MPDs. The total amount - voted and nonvoted - is the same 2 1/2 percent of assessed valuation. Park and recreation districts may incur nonvoted debt in an amount equal to 1/4 percent of assessed valuation and the total limit is 1 1/4 percent of AV.

Park Development Project Costs

The following is an edited excerpt from the draft 2011 Parks Plan update. The cost estimates listed below are for planning purposes only. They do not include maintenance or programming costs.

Neighborhood parks: \$480,000

Community parks: \$26,750,000

Trails: \$14,179,000

Community center/YMCA: \$14,000,000

Pavilion: \$2,500,000

Total: \$57,909,000

Incorporating the CUGA increases neighborhood park needs by \$1,645,000 (4.7 acres x \$350,000); community park needs by \$19,600,000 (98 acres x \$200,000); trail needs by \$5,700,000; and community center needs by \$5.6 million, thereby increasing the total to \$87,654,000.

Trails, including Fennel Creek

The Fennel Creek Trail Plan estimates that the Fennel Creek Trail with spur to Allan Yorke Park will cost approximately \$7,705,000 for construction plus \$1,000,000 for acquisition plus \$474,000 for wetland mitigation, for a total cost of \$9,179,000. The other trails will cost about \$1,000,000 per mile times 5 miles = \$5,000,000. This million-dollars-per-mile cost estimate assumes that most of the trail right-of-way will have to be purchased, but not all, and that these trails will cost somewhat less than the Fennel Creek Trail per mile. Subdivisions in trail corridors can be required to dedicate trail right-of-way to the public. In addition, the City has acquired the Midtown Park property (former WSU demonstration forest), and will later be dedicated the perimeter trails.

Community Center /YMCA

The civic community center or YMCA should be located in the new Midtown Park. This type of facility had the second highest ranking in the citizen survey. A swimming pool was rated as a very high priority in the citizen survey and should be included in the community center or YMCA. It will cost approximately \$280 per square foot (including soft costs) times 50,000 square feet for a total of \$14,000,000. If a YMCA is built a multi-purpose building space will still likely be necessary

Community Parks By 2025, Bonney Lake will need 150 additional acres of community park. Ideally, this should take the form of several new parks, located so that community parks are dispersed throughout the community. Alternatively, the City could satisfy the deficit in the form of one large park in south or central Bonney Lake. The community surveys and NRPA tables

indicate the park(s) should include softball, baseball, soccer, and multi-purpose fields, tennis and basketball courts, play equipment, picnic areas, and perhaps trails. By fully developing the proposed community parks, the need for ballfield and sport court facilities will be automatically met. The Mid-town Park & Open Space and Brookside parcels can be converted to community parks by investing in additional facilities; using these parcels would reduce needed land acquisition to approximately 85 acres. The cost will be approximately 85 x \$50,000 (for the land, or about \$4,250,000) plus 150 x \$150,000 (for development, or \$22,500,000), for a total of \$26,750,000. Due to the shrinking supply of suitably located vacant land, the City should acquire the site(s) as soon as possible, then construct the park(s) as funding becomes available. Development should be complete by 2025. Incorporating the CUGA, the community park need jumps to 248 acres for a total land and development cost of \$45,250,000 (additional \$19,600,000 for CUGA).

The community surveys and NRPA tables indicate a strong immediate and future need for a sports complex. A sports complex rated third highest in the citizen survey. Such a complex to meet future (2025) needs within the current Bonney Lake city limits would cost approximately \$12 million for constructing a mix of ten natural and artificial turf fields on 40 acres. To meet this (2025) need incorporating the CUGA, approximately 20 natural and artificial turf fields on 80 acres would cost approximately \$24 million. A good start would be to construct a six-field complex on 20 acres at a cost of about \$6 million, assuming current city limits, or a ten-field complex on 40 acres at a cost of about \$12 million, assuming annexation of the CUGA. These design/construction cost estimates are based on an assumption of \$300,000 per acre.

Allan Yorke Expansion Plan Cost Estimate

Multi-purpose building (pavilion)	\$2,500,000
Multi-purpose playfield (includes permits)	500,000
Amphitheater	500,000
Sport courts (2 basketball & 2 tennis)	350,000
Storm facility & parking lot	500,000
BMX facility	100,000
Sidewalk & boardwalk (includes permits)	200,000
Storage shed	225,000
Picnic Shelters (2 large)	<u>75,000</u>
Total	\$4,950,000

DRAFT

2011 Park Plan Capital Improvement Plan, 2011-2025

City Only

Expenditures	
Neighborhood parks (1.6 acres)	\$480,000
Community parks (150 acres)	26,750,000
Trails (10.2 miles)	14,179,000
Community Center/YMCA (40,000 s.f.)	13,700,000 **
Total	\$55,109,000
Sources of Funds	
General Fund	\$1,000,000
Grants	2,750,000
Park Bond(s)	27,657,500
Impact Fees (assumes \$5,175 fee)*	23,701,500
Total	\$55,109,000

City + CUGA

Expenditures	
Neighborhood parks (6.3 acres)	\$2,125,000
Community parks (248 acres)	46,350,000
Trails (15.9 miles)	19,879,000
Community Center/YMCA (60,000 s.f.)	19,300,000 **
Total	\$87,654,000
Sources of Funds	
General Fund	\$1,000,000
Grants	2,750,000
Park Bond(s)	44,239,267
Impact Fees (assumes \$5,453 fee)*	39,664,733
Total	\$87,654,000

*Impact Fee could be as high as \$8,136, based on currently adopted (obsolete) population projections

**Includes pavilion at cost of \$2.5 million

**CITY OF BONNEY LAKE, WASHINGTON
DEBT CAPACITY CALCULATION REPORT**

	I.	II.
	Current Scenario	Future Bonds
1	2010 Assessed Valuation	
	\$2,230,609,725	\$2,230,609,725
	GENERAL PURPOSES	
2	(Non-voted) Limited Tax General Obligation Debt Capacity (1.50%)	\$33,459,146
3	Less: Equipment Leases, Land Contracts, & Lease Purchase (1)	\$0
4	Less: Future Limited Tax General Obligation Bonds (1)	\$0
5	Less: 2008 Non-Voted Bond for Property, Streets & Justice Center	(\$10,000,000)
6	Remaining Non-Voted General Obligation Debt Capacity	\$23,459,146
7	(Voted) Unlimited Tax General Obligation Debt Capacity (2.5%)	\$55,765,243
8	Less: Outstanding 1997 Unlimited Tax General Obligation Bonds	(\$357,850)
9	Less: Outstanding Limited Tax General Obligation Debt	(\$10,000,000)
10	Total Remaining General Obligation Debt Capacity for General Purposes	\$45,407,393
	PARKS & OPEN SPACE PURPOSES	
11	(Voted) Unlimited Tax General Obligation Debt Capacity (2.5%)	\$55,765,243
12	Less: Future Park Improvement Unlimited Tax G.O. Bonds	(\$30,000,000) (2)
13	Total Remaining General Obligation Debt Capacity for Parks/Open Space	\$25,765,243
	UTILITY PURPOSES	
14	(Voted) Unlimited Tax General Obligation Debt Capacity (2.5%)	\$55,765,243
15	Less: Outstanding Unlimited Tax G.O. Bonds	\$0
16	Total Remaining General Obligation Debt Capacity for Utility Purposes	\$55,765,243
17	TOTAL FOR ALL PURPOSES	\$127,295,729

(1) Paid from Regular Property Tax Collections out of the General Fund.

(2) Paid from a special voter-approved "excess" levy for the life of the bond issue.

CITY OF BONNEY LAKE
Voted Bonds for Park Improvements
 FOR DISCUSSION PURPOSES (AS OF 6/24/08)
20-YEAR FINANCING OPTIONS

<u>ESTIMATED TAX LEVY IMPACT FOR VOTED BONDS</u>			
	20 Years	20 Years	20 Years
Bond Size:	\$10,000,000	\$20,000,000	\$30,000,000
Estimated Total Interest (1):	\$4,966,779	\$9,930,096	\$14,897,315
Average Annual Payment:	\$748,339	\$1,496,505	\$2,244,866
Average Interest Rate:	4.20%	4.20%	4.20%
Tax Levy Impact:			
(dollars per \$1,000 of assessed valuation)	\$0.33	\$0.65	\$0.98
Tax impact on a homeowner of: \$300,000			
Annual Increase:	\$97.85	\$195.68	\$293.53
Monthly Increase:	\$8.15	\$16.31	\$24.46
Tax impact on a homeowner of: \$200,000			
Annual Increase:	\$65.23	\$130.45	\$195.69
Monthly Increase:	\$5.44	\$10.87	\$16.31

1. Interest cost is preliminary and subject to change.
2. Assessed valuation for 2008 Tax Collections is:

\$2,294,366,417

CITY OF BONNEY LAKE
Voted Bonds for Park Improvements
 FOR DISCUSSION PURPOSES (AS OF 6/24/08)

25-YEAR FINANCING OPTIONS

ESTIMATED TAX LEVY IMPACT FOR VOTED BONDS			
	25 Years	25 Years	25 Years
Bond Size:	\$10,000,000	\$20,000,000	\$30,000,000
Estimated Total Interest (1):	\$6,689,067	\$13,376,024	\$20,068,061
Average Annual Payment:	\$667,563	\$1,335,041	\$2,002,722
Average Interest Rate:	4.44%	4.44%	4.44%
Tax Levy Impact: (dollars per \$1,000 of assessed valuation)	\$0.29	\$0.58	\$0.87
Tax impact on a homeowner of: \$300,000	\$87.29	\$174.56	\$261.87
Annual Increase:	\$7.27	\$14.55	\$21.82
Tax impact on a homeowner of: \$200,000	\$58.19	\$116.38	\$174.58
Annual Increase:	\$4.85	\$9.70	\$14.55

1. Interest cost is preliminary and subject to change.
2. Assessed valuation for 2008 Tax Collections is:

\$2,294,366,417

CITY OF BONNEY LAKE
Voted Bonds for Park Improvements
FOR DISCUSSION PURPOSES (AS OF 6/24/08)

30-YEAR FINANCING OPTIONS

<u>ESTIMATED TAX LEVY IMPACT FOR VOTED BONDS</u>			
	30 Years	30 Years	30 Years
Bond Size:	\$10,000,000	\$20,000,000	\$30,000,000
Estimated Total Interest (1):	\$8,535,410	\$17,075,069	\$25,619,733
Average Annual Payment:	\$617,847	\$1,235,836	\$1,853,991
Average Interest Rate:	4.60%	4.60%	4.60%
Tax Levy Impact:			
(dollars per \$1,000 of assessed valuation)	\$0.27	\$0.54	\$0.81
Tax impact on a homeowner of: \$300,000			
Annual Increase:	\$80.79	\$161.59	\$242.42
Monthly Increase:	\$6.73	\$13.47	\$20.20
Tax impact on a homeowner of: \$200,000			
Annual Increase:	\$53.86	\$107.73	\$161.61
Monthly Increase:	\$4.49	\$8.98	\$13.47

1. Interest cost is preliminary and subject to change.
2. Assessed valuation for 2008 Tax Collections is:

\$2,294,366,417

EXAMPLES OF PARK & RECREATION BALLOT ISSUES
As of March 10, 2008

<u>Voted Bonds Approved</u>					
Date	Par Amount	Approval %	Purpose	# of requests for voter approval	
2008	\$1,600,000	61%	various park improvements	1	
2007	\$870,000	92%	acquire/construct/improve public swimming pool	2	
2006	\$26,075,000	62%	acquire/construct/improve facilities	1	
2005	\$84,300,000	62%	construct and renovate parks & community centers	1	
2005	\$6,530,000	60%	construct sports complex; capital improvements	1	
2003	\$8,400,000	64%	park acquisition and improvements	1	
2002	\$2,900,000	63%	construct and equip aquatic center	2	
2001	\$3,895,000	61%	construct adult day center	1	
2000	\$800,000	70%	expand and improve swimming pool	1	
2000	\$986,000	65%	new swimming pool	3	
2000	\$1,283,000	61%	acquire land, construct trails and fields	3	

<u>Voted Bonds NOT Approved</u>					
Date	Par Amount	Approval %	Purpose	Number of times the Bond failed	
2007	\$7,360,000	51%	various park and swimming pool improvements	1	
2004	\$8,200,000	50%	parks and open space	1	
2003	\$9,000,000	45%	aquatic center & community center	1	
2002	\$5,900,000	52%	replace swimming pool with aquatic center	2	
1998	\$2,300,000	53%	acquire property and construct aquatic center	2	
1998	\$7,000,000	56%	various park improvements & aquatic center	2	