

**CITY COUNCIL MEETING**

**May 13, 2014  
7:00 P.M.**



*“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.*

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

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

- A. Flag Salute
- B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.
- C. Announcements, Appointments and Presentations:
  - 1. Announcements: None.
  - 2. Appointments: None.
  - 3. Presentations:
    - a. **Proclamation:** Public Works Week – May 18-24, 2014.
- D. Agenda Modifications

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

- A. Public Hearings:
  - 1. **AB14-69** – A Public Hearing of the City Council of the City of Bonney Lake, Pierce County, Washington, to Consider Ordinance 1481, Extending the Moratorium Prohibiting the Production, Processing, and Retail Sales of Marijuana and Prohibiting the Granting of Any City License or Permit Related to Such Activities, and Establishing a Work Plan.
- B. Citizen Comments:

*Citizens are encouraged to attend and participate at all Council Meetings. You may address the Mayor and City Council on matters of City business, or over which the City has authority, for up to 5 minutes. Sign-up is not required. When recognized by the Mayor, please state your name and address for the official record. Designated representatives recognized by the chair who are speaking on behalf of a group may have a total of 10 minutes to speak. Each citizen is allowed to speak only once during Citizen Comments.*
- C. Correspondence

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**III. COUNCIL COMMITTEE REPORTS:**

- A. Finance Committee

- B. Community Development Committee
- C. Economic Development Committee
- D. Public Safety Committee
- E. Other Reports

**IV. CONSENT AGENDA:**

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

- p. 13 A. **Approval of Minutes:** April 15, 2014 Workshop and April 22, 2014 Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:**  
 Accounts Payable checks/vouchers #68481-68544 (Including wire transfer #'s 20140410 and 409201401) in the amount of \$194,073.25.  
 Accounts Payable checks/vouchers #68545-68575 for utility refunds in the amount of \$1,859.18.  
 Accounts Payable wire transfer #2014041701 for p-card purchases in the amount of \$44,768.43.  
 Accounts Payable checks/vouchers #68576-68623 (Including wire transfer #'s 13180399, and 20140415) in the amount of \$159,763.48.  
 Accounts Payable checks/vouchers #68624-68679 in the amount of \$71,646.12.  
 Accounts Payable checks/vouchers #68680-68693 for Utility refunds in the amount of \$772.26.  
 Accounts Payable checks/vouchers #68694 for Accounts Receivable refunds in the amount of \$486.96.  
**VOIDS:** Check #68417 – replaced with check #68187.
- C. **Approval of Payroll:** Payroll for April 1st – 15th, 2014 for checks #31724-31739 including Direct Deposits and Electronic Transfers is \$ 450,649.27.  
 Payroll for April 16th-30th, 2014 for checks #31740-31765 including Direct Deposits and Electronic Transfers is \$ 658,187.22.
- p. 21 D. **AB14-58 – Ordinance D14-58 –** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 2.32 Of The Bonney Lake Municipal Code And Ordinance No. 1214 Relating To Holidays.
- p. 25 E. **AB14-64 – Resolution 2382 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Southern Sewer ULA Easement Acquisition Contract To Universal Field Services.
- p. 41 F. **AB14-65 – Resolution 2383 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract Agreement With The Transpo Group For The SR 410-Veterans Memorial Drive Intersection Improvements To Update Plans For Advertisement.

- p. 59 G. **AB14-66 – Resolution 2384** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Grainger Springs Pump House Evaluation Contract To RH2 Engineering.

**V. FINANCE COMMITTEE ISSUES:**

- p. 77 A. **AB14-68 – Resolution 2386** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Increase In The City’s Portion For SR 410 Missing Link (Sidewalk) – 192nd Avenue To Main Street Budget From \$445,000 To \$665,000.

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

**VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES:** None.

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

**IX. FULL COUNCIL ISSUES:**

- p. 87 A. **AB14-57 – Resolution 2379** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Adopting The Consistency Report For The Comprehensive Plan Periodic Update.

**X. EXECUTIVE SESSION:**

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

**XI. ADJOURNMENT**

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

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





## *PROCLAMATION*

**WHEREAS**, the public infrastructure, facilities, utilities, parks and services maintained and operated by the Public Works Department are of vital importance to the quality of life, and to the health, safety and well-being of the people of the City of Bonney Lake; and,

**WHEREAS**, such infrastructure and services could not be planned for, designed, built, maintained, and operated without the dedicated and professional efforts of City Public Works Department crew; and,

**WHEREAS**, these same crew members are always first responders in times of natural disasters and other emergencies; and,

**WHEREAS**, the 2014 National Public Works Week theme, "Building for Today, Planning for Tomorrow", recognizes that what we do today is vital to a sustainable and vibrant tomorrow; and,

**WHEREAS**, it is essential to the public interest for all citizens and civic leaders throughout the City of Bonney Lake to gain a knowledge of and to maintain a progressive interest in the importance of Public Works and Public Works programs in our community.

**NOW, THEREFORE**, be it resolved that I, Neil Johnson Jr., Mayor of the City of Bonney Lake, do hereby proclaim the week of:

**May 18-24, 2014 as**

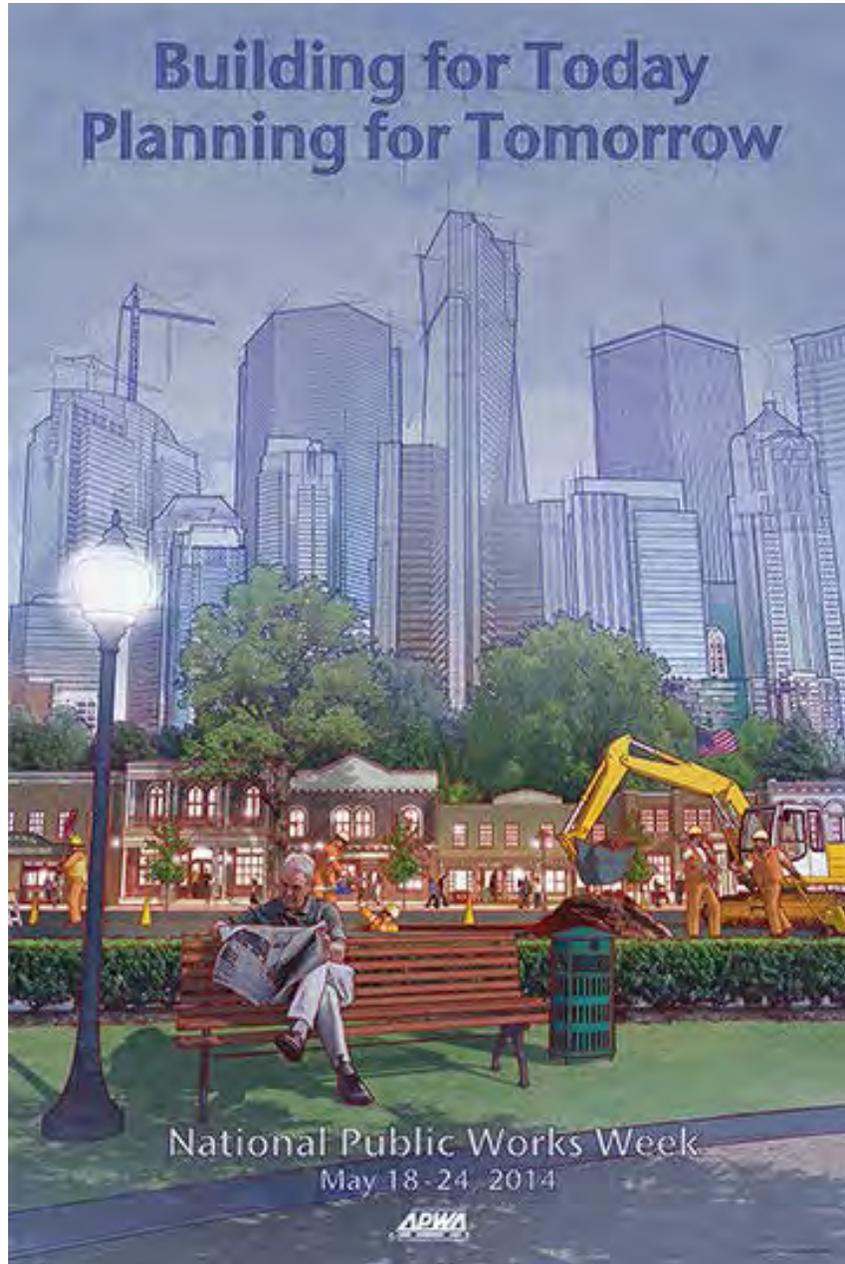
## **PUBLIC WORKS WEEK**

I call upon all citizens, businesses, and other public-private organizations to participate in this special observance and join me in recognizing the contributions that Public Works and public works employees provide our community with, each and every day of the year.

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

\_\_\_\_\_  
Date

The 2014 National Public Works Week poster reflects the theme showing that with our established quality of life today and comprehensive planning for the future, Public Works will provide the essential services that allow Bonney Lake, to reach upward to the future, as a vibrant, sustainable community.



# CITY of BONNEY LAKE - Public Works Infrastructure - Executive Summary

(17 April 2014)

	INFRASTRUCTURE			PW 2014 STAFF	
	Bonney Lake		Sumner	CoBL	CoS
	<u>DEC - 2013</u>		<u>APR - 2014</u>	<u>FTE</u>	<u>FTE</u>
Miles of <u>Water</u> Pipeline =	207		64	11.7	5
Water Booster Pump Stations =	6				
Number of Water Storage Tanks	5		5		
Water Reservoir Storage Capacity =	20.9 MG				
City Owned Water Rights =	8.9 MGD				
City Water Supply Owned by TPU =	4 MGD				
Springs =	2		4		
Wells =	5		3		
Miles of <u>Sewer</u> Pipeline =	87		54	7.7	5
Sewer Lift Stations =	23		15		
Large Onsite Septic Systems (LOSS) =	1				
Sewer Manholes =	1,742				
WWTF =	0		1		9
Total Manholes (Sewer + Stormwater) =	2,107		980		
Miles of <u>Stormwater</u> Pipeline =	38		90		
Stormwater Catch Basins =	1,896		3,080		
City-Maintained Stormwater Ponds =	171		41		
City-Maintained Infiltration Galleries =	76				
Stormwater Manholes =	365				
Miles of <u>Road</u> (Storm & Road FTE) =	76		56.7	10.7	7
Miles of Sidewalk =	60.4		64.2		
City Owned Traffic Signals =	6		10		
State Owned Traffic Signals on SR410 =	8				
Acres of <u>Parks</u> =	137		40+	2.7	4
Miles of Trail =	2.8		9		
Cemetery =	0		1		4
<b><u>City Fleet</u></b>				1.2	2
Vehicles =	97				
Generators =	48				
Other Equipment =	38				
<b>Engineers, Project Managers &amp; PW Director =</b>				5	6
Contract Administration & Engineering Support =				2	2
O&M Administration Support (Roads, Utilities, ER&R) =				4	2
PW Funded FTE In Other Departments (Permit Tech & GIS) =				2	
<b>TOTAL FTE =</b>				<b>47</b>	<b>46</b>



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

<b>Department/Staff Contact:</b> Executive / Don Morrison	<b>Meeting/Workshop Date:</b> May 13, 2014	<b>Agenda Bill Number:</b> AB14-69	
<b>Agenda Item Type:</b> Public Hearing	<b>Ordinance/Resolution Number:</b> NA	<b>Councilmember Sponsors:</b> Watson, Lewis	
<b>Agenda Subject:</b> Public Hearing on the Extension of the Temporary Moratorium for Marijuana Businesses			
<b>Full Title/Motion:</b> NA			
<b>Administrative Recommendation:</b> Maintain the Moratorium and await the recommendations from the Planning Commission.			
<b>Background Summary:</b> In November 2012 the voters of the State of Washington approved Initiative 502. The Washington State Liquor Control Board has developed and implemented regulations governing the licensing and operation of recreational marijuana producers, processors, and retailers and has begun the process of issuing licenses. The City Council established a six-month moratorium under Ordinance 1469, and subsequently extended it up to another six (6) months under Ord. 1481 because the City needed more time to develop appropriate zoning, land use regulations, business license regulations, and other appropriate regulations to address the production, processing, and retail sales of recreational marijuana and marijuana-infused products - including the possibility of an outright ban due to conflicting Federal law. The matter has been referred to the Planning Commission for a recommendation. This public hearing gives the public an opportunity to give input on whether to maintain the current moratorium. Following the hearing, the Council does not need to take any additional action if desired since the Council has already adopted findings of fact under ordinance 1481.			
<b>Attachments:</b> Ordinance 1481			
<b>BUDGET INFORMATION</b>			
<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>
<b>Budget Explanation:</b> N/A			
<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	<i>Approvals:</i>	<b>Yes</b>	<b>No</b>
Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	<b>Consent</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			
<b>COUNCIL ACTION</b>			
Workshop Date(s):	10/15/2013, 4/1/2014	Public Hearing Date(s):	11/12/13, 5/13/14
Meeting Date(s):	10/22/2013, 4/8/2014	Tabled to Date:	
<b>APPROVALS</b>			
<b>Director:</b> <i>Don Morrison</i>	<b>Mayor:</b> <i>Neil Johnson, Jr.</i>	<b>Date Reviewed by City Attorney:</b> (if applicable):	

**ORDINANCE NO. 1481**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, EXTENDING THE MORATORIUM ENACTED UNDER ORDINANCE NOS. 1468 AND 1469, PROHIBITING THE PRODUCTION, PROCESSING, AND RETAIL SALES OF MARIJUANA AND PROHIBITING THE GRANTING OF ANY CITY LICENSE OR PERMIT RELATED TO SUCH ACTIVITIES, AND ESTABLISHING A WORK PLAN.**

**WHEREAS**, on October 22, 2013, the City Council of the City of Bonney Lake enacted Ordinance No. 1468, which established a temporary moratorium on the production, processing, and retail sales of marijuana and the granting of any city license or permit related to such activities; and

**WHEREAS**, the City Council held a public hearing on the moratorium at the November 12, 2013 regular meeting, and discussed the testimony given in the public hearing at the November 19, 2013 workshop; and

**WHEREAS**, on November 26, 2013, the City Council enacted Ordinance No. 1469, which revised and clarified the moratorium; and

**WHEREAS**, notwithstanding the State's legalization of marijuana, local governments retain authority over zoning and development regulations within their jurisdictions; and

**WHEREAS**, additional time is needed for the Planning Commission to study and formulate recommendations for the regulation of licensed marijuana businesses through zoning and other land use controls.

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

**Section 1. Findings of Fact.** The City Council reaffirms and incorporates by reference the Findings of Fact adopted in Ordinance Nos. 1468, as revised by Ordinance No. 1469. In addition, the City Council finds that additional time is needed for the Planning Commission to study and formulate recommendations for the regulation of licensed marijuana businesses.

**Section 2. Moratorium Extended.**

**A.** The moratorium prohibiting the production, processing, and/or retail sale of marijuana and marijuana-infused substances by state-licensed individuals or businesses within all zoning districts in the City of Bonney Lake shall be extended for a period of six months.

**B.** The moratorium on the issuance of any City building permit, development permit, business license, or any other permit or license to any state-licensed individual or business that

seeks to produce, process, and/or sell marijuana or marijuana-infused products in the City of Bonney Lake shall be extended for a period of six months.

**Section 3. Work plan established.** The task of developing appropriate regulations for licensed marijuana businesses is hereby added to the Planning Commission work plan. The Planning Commission, in conjunction with the Community Development Department, shall study and propose development regulations to the Council in accordance with BLMC Chap. 14.140, on or before the expiration of the moratorium extension established in this Ordinance. The Planning Commission shall study a range of approaches to regulation, including zoning, development regulations, and a complete or partial prohibition in all zones. If time in excess of six months is needed to develop and propose regulations, the Planning Commission, in conjunction with the Community Development Department, shall request that the Council grant additional time prior to the expiration of the moratorium extension.

**Section 4. Term of Moratorium extension.** The moratorium established by this ordinance shall be in effect for six (6) months from the effective date of this Ordinance, unless repealed, extended, or modified by the City Council after a public hearing and the entry of appropriate findings of fact as required by RCW 35A.63.220.

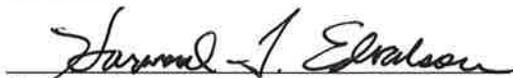
**Section 5. Public Hearing.** A public hearing on the moratorium extension shall be held at the regular Council meeting on May 13, 2014.

**Section 6. Effective Date.** The moratorium established by this ordinance shall take effect five days after passage and publication as required by law.

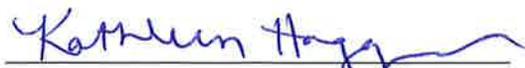
**PASSED BY THE CITY COUNCIL this 8th day of April, 2014.**

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kathleen Haggard, City Attorney

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

<b>Department/Staff Contact:</b> Executive / Don Morrison	<b>Meeting/Workshop Date:</b> 8 April 2014	<b>Agenda Bill Number:</b> AB14-49	
<b>Agenda Item Type:</b> Ordinance	<b>Ordinance/Resolution Number:</b> D14-49	<b>Councilmember Sponsors:</b> Watson, Lewis	
<b>Agenda Subject:</b> Extending a Temporary Moratorium for Marijuana Businesses			
<b>Full Title/Motion:</b> An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Extending the Moratorium Prohibiting The Production, Processing, And Retail Sales Of Recreational Marijuana And Prohibiting Granting Of Any City License Or Permit Related To Such Activities..			
<b>Administrative Recommendation:</b> Extend the Moratorium and set May 13, 2014 as the public hearing date.			
<b>Background Summary:</b> In November 2012 the voters of the State of Washington approved Initiative 502, The Washington State Liquor Control Board has developed and implemented regulations governing the licensing and operation of recreational marijuana producers, processors, and retailers and has begun accepting application for licenses. The City Council established a six-month moratorium under Ordinance 1469. Given the legal uncertainties regarding marijuana regulation and enforcement, the City needs more time to develop appropriate zoning, land use regulations, business license regulations, and other appropriate regulations to address the production, processing, and retail sales of recreational marijuana and marijuana-infused products - including the possibility of an outright ban. This ordinance extends the moratorium, sets a public hearing for May 13 <sup>th</sup> , and directs the Planning Commission to recommend appropriate land use regulations, including the possibility of a ban, for licensed marijuana businesses.			
<b>Attachments:</b> D14-49 Ordinance			
<b>BUDGET INFORMATION</b>			
<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>
<b>Budget Explanation:</b> N/A			
<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	<i>Approvals:</i>	<b>Yes</b>	<b>No</b>
Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	<b>Consent Agenda:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			
<b>COUNCIL ACTION</b>			
Workshop Date(s):	10/15/2013, 4/1/2014	Public Hearing Date(s):	11/12/13
Meeting Date(s):	10/22/2013, 4/8/2014	Tabled to Date:	
<b>APPROVALS</b>			
<b>Director:</b> Don Morrison	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b> (if applicable):	

CITY COUNCIL WORKSHOP

April 15, 2014  
5:30 P.M.

MINUTES



*“Where Dreams Can Soar”*

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

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

**I. CALL TO ORDER** – Mayor Neil Johnson, Jr. called the workshop to order at 5:30 p.m.

**II. ROLL CALL:**

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

**Deputy Mayor Swatman moved to excuse Councilmember Rackley’s absence. Councilmember Lewis seconded the motion.**

**Moved approved 6 -0.**

Staff members in attendance were City Administrator Don Morrison, Assistant Public Works Director Charlie Simpson, Facilities and Special Projects Manager Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Administrative Specialist II Renee Cameron.

**III. AGENDA ITEMS:**

**A. Action:** AB14-41 – Resolution 2368 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Molly Maids Of Bonney Lake To Provide Custodial Services For City Facilities.

**Councilmember Hamilton moved to approve Resolution 2368. Councilmember Lewis seconded the motion.**

City Administrator Morrison summarized the previous recap of the agreement for custodial services for City facilities between the City and Molly Maids of Bonney Lake. Councilmember McKibbin provided a handout regarding the City facilities square footage breakdown. Facilities and Special Projects Manager Gary Leaf provided an explanation for the breakdown provided by Councilmember McKibbin, specifically regarding the cleaning needs at the Senior Center, as well as the loss of a prevailing wage of a full time employee (FTE) versus contracting the custodial services out. There was discussion regarding the time period in which the custodial contractor provide their services, and whether evening services were available. Mayor Johnson said this contract provides more consistency in the City’s custodial services, versus only having only one employee to cover all the City’s facilities

cleaning needs. Councilmember Hamilton asked about the term of the Personal Services Agreement and thanked Administration for awarding the contract to a local business. Councilmember Lewis spoke regarding the cost of the Personal Agreement versus the cost of a FTE and also supported awarding the contract to a local business. Deputy Mayor Swatman stated he believes these smaller services should and could be maintained by City staff. He said the City should basically be self-sufficient in its everyday service needs, and said what it cost to pay a contract could be a full time employee. He said properly trained City's employees are capable and able to provide excellent service and they believe in the City's core values. Councilmember Minton-Davis said the contract makes sense to her and the City staff employees provide excellent services for the City's professional needs.

**Resolution 2368 approved 5 - 1.  
Deputy Mayor Swatman opposed.**

**B. Council Open Discussion:**

Park Board Meeting: Councilmember Watson said he attended the last Park Board Meeting. He said their Work Plan is quite extensive and there was a question about which Committee reviews the Park Board's recommendations. City Administrator Morrison said the majority of recommendations would go to the Community Development Committee, however, depending on the project it may go to the Finance Committee/Committee of the Whole. Mayor Johnson said either way the recommendations need to come back to the full Council to determine if they are to move forward. Councilmember Watson also reminded everyone that there is still a vacant position on the Park Board to be filled and applications are being received.

Senior Center Volunteer Dinner: Councilmember Watson said he attended the Senior Center Volunteer Dinner and said the event was fabulous and the Senior Center staff did an amazing job showing the volunteers how much they appreciate them and encourage the Council to attend in the future.

Communities for Families – Beyond the Borders – Sumner School District: Councilmember Watson said he attended the Communities for Families at the Sumner School District on April 3<sup>rd</sup> with speakers from Beyond the Borders discussing how they are trying to create bus routes with the available funds. He would like the City and Council to work with Beyond the Borders to get buses back up on the plateau for those in need.

Project Homeless Connect: Councilmember Watson said Project Homeless Connect is May 7<sup>th</sup> at the Washington State Fairgrounds. He said it should be a huge event with sponsors to provide medical and dental for those in need.

Prairie Ridge – Breaking Silence Support Group: Councilmember Watson said there will be a "share and tell support group" on April 25<sup>th</sup> to allow people to come out and talk about their challenges and what is happening in their lives.

Bookmobile: Councilmember Watson said the Bookmobile is coming around and they are doing a lot of teaching Tuesdays and Thursday nights throughout April and also on May 8<sup>th</sup>.

Pierce County READS: Councilmember Lewis said he read the new bestseller book Wild, which is based on a true story, and he knows why it is a No. 1 Best Seller. He was very satisfied with the book and the outcome.

AWC Annual Conference Registration: City Administrator Morrison reminded Council that the AWC Conference Registration opens tomorrow. Council discussed and will try to coordinate a bus for all to attend and/or carpool. Administrative Services Director Edvalson asked Council if they plan to attend the early morning Wednesday workshops, if the Council wants to attend those. Council stated yes they plan to attend them. Transportation and reservations will be coordinated.

Arts Advisory Commission: Mayor Johnson said he wants to have staff update social media to re-advertise the Arts Advisory Commission request for membership and is hopeful to get a local student on the Commission. Councilmember McKibbin said he can get Mayor Johnson to address the Key Club.

Culinary Arts Car Show: Councilmember Lewis said the 2014 Bonney Lake High School Senior Class will be holding a car show fundraiser on May 3, 2014, at the parking lot closest to Mountain View Middle School. Registration starts at 8:00 a.m. and the show is from 10:00 a.m. – 2:00 p.m.

Council Rules: Councilmember Minton-Davis said she wanted to address the Council regarding the “Council rules” and was particularly concerned at last week’s Council meeting when Councilmembers engage in dialogue with those in attendance. Councilmember Minton-Davis said she believes a Point of Order should have been called and wants to reiterate the rules are to be enforced. Councilmember Watson was concerned too. Deputy Mayor Swatman said it’s a good reminder to make those in attendance know that one councilmember does not speak for all Council. Councilmember Hamilton said maybe the Chair can make a point to respond to those in attendance of the rules. Councilmember Lewis said training is always available, should any Council member need a refresher.

Pistol Annie’s Pawn Shop: Mayor Johnson said he visited Pistol Annie’s and said he suggested that the owner, Melissa, come and speak with the Economic Development Committee about some of her ideas to make the area better. Councilmember Watson said an individual is looking at the vacant property by the sign property along Veterans Memorial Drive by Pistol Annie’s so it would be nice to see that property developed. Councilmember Hamilton asked about an update from the Chamber of Commerce. Councilmember Minton-Davis said Permit Coordinator Jen Francis attends the monthly Chamber meetings and Jen then provides a monthly update at the Community Development Committee/Economic Development Committee. Mayor Johnson said he met with Christy Fuller of the Chamber of Commerce and said there are many ways for the City to partner with the Chamber to make improvements, including simple improvements like flower baskets, etc. Councilmember McKibbin said it is interesting when the Chamber attends a

Committee meeting when the Chamber realizes that projects are occurring in the City that they had been unaware. Chamber members then realize there are events that they could promote or help improve. Councilmember Minton-Davis said she really liked the idea of having an annual presentation from the Chamber to the Council.

Family Career & Community Leaders of America: Councilmember Lewis said five individuals from Bonney Lake High School’s culinary team attended the FCCLA and with every event they participated in, their team earned gold.

C. **Review of Council Minutes:** April 1, 2014 Workshop and April 8, 2014 Council Meeting.

The April 1, 2014 Workshop and April 8, 2014 Council Meeting minutes were reviewed and minor corrections were noted. The corrected minutes were forwarded to the April 8, 2014 Meeting for action.

IV. **EXECUTIVE SESSION:** None

V. **ADJOURNMENT:**

**At 6:23 p.m., Councilmember Watson moved to adjourn the Council Meeting. Councilmember Lewis seconded the motion.**

**Motion to adjourn approved 6 - 0.**

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Harwood Edvalson, MMC  
City Clerk

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Neil Johnson, Jr.  
Mayor

Items presented to Council at the April 15, 2014 Workshop:

- Councilmember Randy McKibbin, *Molly Maids Breakdown from Attachment A*, City of Bonney Lake.

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

CITY COUNCIL MEETING

April 22, 2014  
7:00 P.M.

MINUTES



*"Where Dreams Can Soar"*

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

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

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

**I. CALL TO ORDER** – Mayor Neil Johnson, Jr. called the meeting to order at 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 Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, and Councilmember Tom Watson. Councilmember Jim Rackley was absent.

**Councilmember Watson moved to excuse Councilmember Rackley's absence. Councilmember Lewis seconded the motion.**

**Motion to excuse Councilmember Rackley's absence approved 6 – 0.**

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, and Records & Information Specialist Susan Haigh.

C. Announcements, Appointments and Presentations:

- 1. Announcements: None.
- 2. Appointments: None.
- 3. Presentations:
  - a. **Proclamation:** Arbor Day – April 26, 2014.
  - b. **Proclamation:** Parks Appreciation Day – April 26, 2014.

Mayor Johnson noted these items were not provided for the agenda packet in time but the events are this weekend. He read the proclamations aloud and encouraged residents to participate in the City's annual event on Saturday, April 26<sup>th</sup> at Midtown Park (WSU Forest) at 9:00 a.m.

D. Agenda Modifications: None.

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

A. Public Hearings: None.

B. Citizen Comments:

Dan Decker, 20401 70<sup>th</sup> St E, Bonney Lake, made a public disclosure request to the City Clerk, and spoke about reinstating the Council Ward system and encroachments on easements. He submitted a written copy of his statements to the City Clerk.

Mayor Johnson requested that Mr. Decker follow up with Community Development Director Vodopich so he could learn more and follow-up on the encroachment issue.

Julie Bown, 18403 106<sup>th</sup> St E, Bonney Lake, said she attended a recent Lake Bonney Conservation Association meeting, and members would like to work with the City on a long-term plan for Ken Simmons Park on Lake Bonney. She suggested the Homeowners Association, Beautify Bonney Lake, and the City could partner to install improved playground equipment at the park.

Councilmember Minton-Davis suggested this be added to the Park Board Work Plan. Mayor Johnson said staff would look into the suggestion for possible future discussion and further direction from the Council.

C. Correspondence: None.

**III. COUNCIL COMMITTEE REPORTS:**

A. Finance Committee/Committee of the Whole: Deputy Mayor Swatman said the Committee of the Whole met at 5:30 p.m. earlier in the evening.

B. Community Development Committee: Councilmember Lewis said the Committee met on April 15<sup>th</sup>, and Councilmember McKibbin and Deputy Mayor Swatman attended. The Committee forwarded two items to the current Consent Agenda; the Committee also discussed proposed Resolution 2378 for a temporary easement, which was postponed for additional discussions to ensure homeowner and City interests are protected.

C. Economic Development Committee: Councilmember Minton-Davis said the Committee met at 4:00 p.m. earlier in the evening and reviewed a quarterly report, a draft market and demographic profile, and upcoming workshops that members plan to attend. She said the Profile will be forwarded to the Council once it is finalized.

D. Public Safety Committee: Councilmember Watson said the Committee has not met since the last Council meeting.

E. Other Reports:

Special Events: Mayor Johnson said that he has heard very positive reports of the

annual Easter Egg Hunt event on April 19, 2014. He congratulated Special Events Coordinator David Wells and volunteers for providing a great event. Councilmember Watson said the event was the best so far.

**IV. CONSENT AGENDA:**

- A. **Approval of Minutes:** April 1, 2014 Workshop and April 8, 2014 Meeting Minutes.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #68401-68413 in the amount of \$2,979.94.  
Accounts Payable checks/vouchers #68415-68434 in the amount of \$6,868.88.  
Accounts Payable checks/vouchers #68414 and 68435-68480 (Including wire transfer #'s 20140402, 20140403, 20140404, and 20140409) in the amount of \$328,767.75.
- C. **AB14-52 – Resolution 2377 –** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Contract To Parametrix For The Eastown Public Works Center Topographic Survey And Wetland Delineation Update.
- D. **AB14-55 –** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Submission Of Four Federal Highway Grant Applications For The Puget Sound Regional Council 2014-15 Grant Cycle.

**Councilmember Watson moved to approve the Consent Agenda. Deputy Mayor Swatman seconded the motion.**

**Consent Agenda approved 6 – 0.**

**V. FINANCE COMMITTEE ISSUES:** None.

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

**VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES:** None.

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

**IX. FULL COUNCIL ISSUES:** None.

**X. EXECUTIVE SESSION:** None.

**XI. ADJOURNMENT:**

**At 7:16 p.m., Councilmember Lewis moved to adjourn the Council Meeting.  
Councilmember Watson seconded the motion.**

**Motion to adjourn approved 6 – 0.**

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Harwood Edvalson, MMC  
City Clerk

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Neil Johnson, Jr.  
Mayor

Items presented to Council at the April 22, 2014 Meeting:

- Dan Decker, Citizen – *Written copy of Citizen Comment statements.*

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

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

<b>Department/Staff Contact:</b> Executive / Don Morrison	<b>Meeting/Workshop Date:</b> 13 May 2014	<b>Agenda Bill Number:</b> AB14-58
<b>Agenda Item Type:</b> Ordinance	<b>Ordinance/Resolution Number:</b> D14-58	<b>Councilmember Sponsor:</b> Lewis

**Agenda Subject:** Unpaid Holidays for Matters of Faith or Conscience

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Granting City Employees Two Unpaid Holidays Per Year For Matters of Faith or Conscience Per The Requirements of SSB 5173 And RCW 1.16.050.

**Administrative Recommendation:** Approve

**Background Summary:** The Washington State Legislature has passed, and the governor has signed into law, SSB 5173 amending RCW 1.16.050 granting state and local government employees the right to take two (2) unpaid holidays per year for matters of faith or conscience. Employees would be required to give reasonable advance notice and the time-off would be without pay. The Administration anticipates that this would be rarely used and would not adversely disrupt normal service delivery.  
**Attachments:** Draft Ordinance

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

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	Finance Committee Date: 21 April 2014	<i>Approvals:</i>	Yes No
		Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Donn Lewis	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Katrina Minton-Davis	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to: Council	<b>Consent</b>	
		<b>Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 5 May, 2014	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b> <i>Neil Johnson, Jr.</i>	<b>Date Reviewed</b> <b>by City Attorney:</b> April 2014 (if applicable):



**ORDINANCE NO. D14-58**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 2.32 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NO. 1214 RELATING TO HOLIDAYS.**

**WHEREAS**, the Washington State Legislature has passed, and the governor has signed into law, SSB 5173 amending RCW 1.16.050 granting state and local government employees the right to take two (2) unpaid holidays per year for matters of faith or conscience;

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

**Section 1.** BLMC Section 2.32.020 is hereby amended to add a new sub-paragraph G to read as follows:

G. Unpaid Holidays. Regular full-time and part-time employees are entitled up to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee may select the days on which the employee desires to take the two unpaid holidays after consultation with the supervisor and submission of the City's regular time-off request form. A minimum of fourteen (14) calendar days advance notice is required and the City may deny the request if it imposes an undue hardship on the City or is necessary to maintain public safety.

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

**Section 3.** The Mayor is hereby authorized to implement such administrative policies and procedures as may be necessary to carry out the intent of this legislation.

**Section 4 Effective Date.** This Ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.

**PASSED** by the City Council and approved by the Mayor this 13<sup>th</sup> day of May, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathleen Haggard, City Attorney

1 Employees of the state and its political subdivisions, except  
2 employees of school districts and except those nonclassified employees  
3 of institutions of higher education who hold appointments or are  
4 employed under contracts to perform services for periods of less than  
5 twelve consecutive months, shall be entitled to one paid holiday per  
6 calendar year in addition to those specified in this section. Each  
7 employee of the state or its political subdivisions may select the day  
8 on which the employee desires to take the additional holiday provided  
9 for herein after consultation with the employer pursuant to guidelines  
10 to be promulgated by rule of the appropriate personnel authority, or in  
11 the case of local government by ordinance or resolution of the  
12 legislative authority.

13 Employees of the state and its political subdivisions, including  
14 employees of school districts and those nonclassified employees of  
15 institutions of higher education who hold appointments or are employed  
16 under contracts to perform services for periods of less than twelve  
17 consecutive months, are entitled to two unpaid holidays per calendar  
18 year for a reason of faith or conscience or an organized activity  
19 conducted under the auspices of a religious denomination, church, or  
20 religious organization. This includes employees of public institutions  
21 of higher education, including community colleges, technical colleges,  
22 and workforce training programs. The employee may select the days on  
23 which the employee desires to take the two unpaid holidays after  
24 consultation with the employer pursuant to guidelines to be promulgated  
25 by rule of the appropriate personnel authority, or in the case of local  
26 government by ordinance or resolution of the legislative authority. If  
27 an employee prefers to take the two unpaid holidays on specific days  
28 for a reason of faith or conscience, or an organized activity conducted  
29 under the auspices of a religious denomination, church, or religious  
30 organization, the employer must allow the employee to do so unless the  
31 employee's absence would impose an undue hardship on the employer or  
32 the employee is necessary to maintain public safety. Undue hardship  
33 shall have the meaning established in rule by the office of financial  
34 management under section 2 of this act.

35 If any of the above specified state legal holidays are also federal  
36 legal holidays but observed on different dates, only the state legal  
37 holidays shall be recognized as a paid legal holiday for employees of  
38 the state and its political subdivisions except that for port districts

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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 13 May 2014	<b>Agenda Bill Number:</b> AB14-64
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2382	<b>Councilmember Sponsor:</b> Donn Lewis

**Agenda Subject:** Award the Southern Sewer ULA Easement Acquisition Contract Agreement to Universal Field Services.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award The Southern Sewer Ula Easement Acquisition Contract Agreement To Universal Field Services..

**Administrative Recommendation:**

**Background Summary:** The Southern Sewer ULA is predicated on the purchase of the sewer easement across Parcel 0519022007 also known as the Shepard-Morris Parcel. The easement has been defined and it has been determined that it will encompass 6,558 square feet of permanent easement. This contract will bring the real-estate acquisition portion of the team on board to purchase this easement.  
**Attachments:** Resolution, PSA, Southern Sewer ULA Map, Sewer Line 30% Design Site Plan

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$400,000	\$356,987	\$15,486	\$341,501
<b>Budget Explanation:</b> 402.089.035.594.35.63.05 - Eastown Southern ULA Sanitary Sewer Improvements Revenue: Sewer ULA			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	Community Development Date: 6 May 2014	<i>Approvals:</i> Chair/Councilmember Donn Lewis Councilmember Randy McKibbin Councilmember James Rackley	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 13 May 2014	Tabled to Date:

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



**RESOLUTION NO. 2382**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AWARDDING THE SOUTHERN SEWER ULA EASEMENT ACQUISITION CONTRACT TO UNIVERSAL FIELD SERVICES.**

**WHEREAS**, the City Council approved Resolution 2322 on November 26, 2013 authorizing the Mayor to sign the Sewer Development Financing Contract and Utility Latecomer Agreement with Kahne Properties LLC; and

**WHEREAS**, the City Council approved Resolution 2359 on February 11, 2014 approving the design contract with Parametix to prepare for advertisement the construction documents for the Easttown Southern Sewer Main Extension to support the Kahne Properties LLC development which includes the Sanitary Sewer Easement legal description across the Shepard Parcel; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:**

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Universal Field Services in the amount of \$15,486 to negotiate the sale of the easement from the Shepard parcel (#0519022007).

**PASSED BY THE CITY COUNCIL this 13<sup>th</sup> day of May, 2014.**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathleen Haggard, City Attorney

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **City of Bonney Lake** ("City") and **Universal Field Services, Inc.** ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A. Minimum Scope of Insurance** - Consultant shall obtain insurance of the types described below:

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

**B. Minimum Amounts of Insurance** - Consultant shall maintain the following insurance limits:

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

**C. Other Insurance Provisions** - The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

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

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

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

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

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

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

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

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

**CITY OF BONNEY LAKE**

**CONSULTANT**

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

  
By: \_\_\_\_\_  
Mitch Legel, SR/WA, Region Manager

**Attachments:**

Exhibit A: Scope of Work

Exhibit B: Rates - Fee Estimate

## EXHIBIT A

### SCOPE OF WORK

#### Eastown South ULA Sewer Improvements Right of Way Acquisition Services

There are no federal funds in the project, therefore Right of Way certification through WSDOT is not required. However, Universal Field Services, Inc. (UFS) will complete all Right of Way services in accordance with the City of Bonney Lake's (CITY) Washington State Department of Transportation's (WSDOT) approved Right of Way Acquisition Procedures and as may be required per the Washington Administrative Code (WAC 468-100) state Uniform Relocation Assistance and Real Property Acquisition.

Based on preliminary schematic exhibits provided to UFS and discussions with CITY, it is assumed a Permanent Sewer Easement and abutting Temporary Construction Easement is required from one (1) tax parcel as shown in Table A below. Additional parcels or real property rights other than those shown in Table A will require an amendment to this scope of work and related fee estimate.

This scope of work is based on the following:

- 1.) Review of preliminary schematic exhibits.
- 2.) Discussions with CITY staff
- 3.) Review of limited public on-line information (mapping / ownership information)

**A. Preparation and Administration** - Discuss, strategize and plan overall process with CITY staff. Attend project kickoff meeting with CITY and up to two (2) progress meetings – CITY office. Progress meetings can be facilitated by conference calling if preferred. Provide up to six (6) monthly progress reports indicating the work completed for the invoiced month, anticipated work for the following month, and identify issues requiring the CITY's input or assistance. UFS will provide sample acquisition documents for the CITY's review and approval for use. The CITY's pre-approved forms will be used when provided. When appropriate, prepare parcel files to include fair offer letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Deliverables:

- Attend Project Kickoff Meeting – CITY office
- Attend two (2) Progress Meetings – CITY office
- Provide six (6) Monthly Progress Reports
- Coordinate CITY approval of Acquisition forms for project use
- Prepare parcel acquisition files for negotiations

**B. Ownership / Title Review** – Conduct ownership research and perform reviews of existing right of way information through limited public online information, review available City records. Obtain title report from the CITY for the parcel(s) shown in Table A. Review special exceptions described in each title report to determine the CITY's acceptance of title at closing. Provide the CITY with a parcel summary memo listing ownerships, title exceptions, etc.

Deliverable:

- Prepare parcel summary memo listing ownerships, title exceptions, etc.

- C. **Public Outreach** - Assist CITY in preparation of a boilerplate "Introduction Informational Letter" for delivery to the owner(s) of the parcel(s) shown in Table A. The letter will describe the purpose of the project, the project schedule; identify the CITY's consultant(s) and their purpose.

Deliverables:

- Boilerplate "Introduction Informational Letter" for delivery by CITY to all impacted property owners via regular U.S. Mail. UFS will assist with delivery if needed.

- D. **Relocation Assistance Services** -It is assumed there are no persons or personal property displaced by this project, therefore Relocation Assistance per WSDOT and WAC guidelines is not required.

Deliverables:

- Not Applicable

- E. **Appraisal** - UFS will subcontract and manage the Appraisal process with an appraisal firm previously qualified by WSDOT and certified by the State of Washington. The Appraisal report(s) will be prepared in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, current WSDOT Right of Way Manual (in particular, Chapters 4).

It is assumed one (1) Appraisal report will be required without an Appraisal Review from an independent third party Appraiser. In the event an Appraisal Review is requested, this scope of work and related fee estimate will require an amendment.

Appraisal scope of work and expenses for specialty studies exclude: hazardous materials research, testing, estimating (ESA Phase 1, 2, or 3), parking modification estimates, driveway / access layouts, etc.

Completed Appraisal(s) will be submitted to the CITY for written approval establishing the amount of Just Compensation to be offered the property owner.

Deliverables:

- One (1) Appraisal report

- F. **Acquisition Negotiation** - Acquire real property rights from one (1) tax parcel as shown in Table A below. Upon written approval from the CITY approving the appraised amount of just compensation, UFS will prepare the offer package(s) and promptly present offer(s) to purchase all required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible.

Negotiations will be conducted in accordance with statutory and regulatory requirements and will include: Presentation of offers in person when possible; Coordination of administrative settlement approvals with the CITY; Negotiate as necessary with lien holders, assisting escrow in the closing process; Prepare and maintain parcel files to include fair offer letters, acquisition documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Negotiations shall not be deemed to have failed until at least three significant meaningful contacts have been made and documented with each owner and/or their representative through direct personal contacts. Out-of-area owner(s) will be contacted by telephone and by certified mail. If negotiations reach an impasse, UFS will provide the CITY with written

notification. The filing and cost of condemnation proceedings shall be the responsibility of the CITY.

Deliverables:

- Completed Acquisition file including necessary records of all right of way negotiation services.

**G. Parcel Closeout – Escrow Closing** - Upon securing required acquisition agreement(s), UFS will submit the necessary acquisition documents and closing instructions to the designated Title/Escrow Company. Work with the Title/Escrow Company in order to obtain release documentation from the encumbrance(s) of public record that are not acceptable to the CITY in order to provide clear title to the property being acquired, subject to the CITY’s title clearing guidelines. The Escrow Company shall prepare and obtain the owner(s) signature on the necessary closing documents. UFS will coordinate signatures on closing documents for submittal to the CITY and payment(s) to the owner(s); coordinate with the Escrow/Title Company in filing documents with Pierce County.

Deliverable:

- Completed original Acquisition file(s).

**H. Right-of-Way Certification** – Since there are no federal funds participating in the project, Right of Way Certification through WSDOT is not required.

**Additional Work** - If other tasks are required to be performed or there are changes in pertinent information or if negotiations exceed the industry standard for a good faith effort to negotiate (three “in-person” landowner contacts), UFS reserves the right to request additional compensation as an equitable adjustment. UFS shall not be responsible for delays caused beyond its control.

TABLE A					
Parcel Data				Property Rights to be Acquired	
No.	Tax Parcel No	Taxpayer / Owner	Property Use	Permanent Sewer Easement	Temporary Construction Easement
1	0519022007	Shepard, James & Olivia	Vacant Unimproved	X	X

CITY will provide the following:

1. Preliminary Commitments (Title Reports) for all parcels shown in Table A above. If requested, UFS will order title reports or any updates. The title company will bill the CITY directly for each report.
2. Approve designation of the escrow company used for this project. The escrow company will bill the CITY directly for all escrow services provided.
3. Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.

4. Legal descriptions in electronic format for all real property rights to be acquired.
5. Form approval, in electronic format, of all legal conveyance documents prior to use (i.e. offer letters, purchase and sale agreements, escrow instructions, easements, deeds, leases and permits).
6. Review and approval of all determinations of value, established by the project appraiser, and provide written authorization prior to offers being made to property owners.
7. Payment of any and all compensation payments to property owners, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
8. Send "Introduction Letters" to property owners as necessary.

## EXHIBIT B

### RATES – FEE ESTIMATE

#### DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 QA / PM	21.0	X	\$52.00	=	1,092.00
2 Acquisition Specialist	56.0	X	\$38.00	=	2,128.00
3 Sr Administrative Specialist	17.0	X	\$30.00	=	510.00
Total Hours	<b>94.0</b>		Subtotal Direct Salary Costs (DSC) =		3,730.00
Overhead (OH)	<b>67.64%</b>		of DSC =		2,522.97
Fixed Fee (FF)	<b>30%</b>		of DSC =		1,119.00
<b>TOTAL DSC =</b>					<b>7,371.97</b>

#### DIRECT NONSALARY COSTS (DNOSC)

Mileage	600	miles @ \$ 0.565	339.00
Miscellaneous Expenses (see note 4 below)			125.00
<b>TOTAL DNOSC =</b>			<b>464.00</b>

#### SUBCONSULTANTS

Appraisal (1 each)	McKee & Schalka	7,500.00
2% Administrative (B&O taxes, etc.)		150.00
<b>TOTAL SUBCONSULTANT FEES =</b>		<b>7,650.00</b>

<b>TOTAL ESTIMATED AMOUNT =</b>	<b>15,485.97</b>
---------------------------------	------------------

#### **Notes:**

- 1.) Universal reserves the right to re-negotiate estimate total if Notice to Proceed not provided within 180 days from the date of this estimate.
- 2.) Mileage to be billed at \$0.560/mile or the approved IRS rate at the time mileage is incurred.
- 3.) See Scope of Work identifying the parcel(s) and real property rights to be acquired from each.
- 4.) Reimbursable miscellaneous expenses, including but not limited to: ferry fees, postage, parking printing, long distance telephone, etc., at cost - no markup.
- 5.) This fee estimate is based on discussions with City staff, preliminary schematic exhibits provided by the City, review of limited online owner information.
- 6.) It is assumed Right of Way Certification through WSDOT not required.

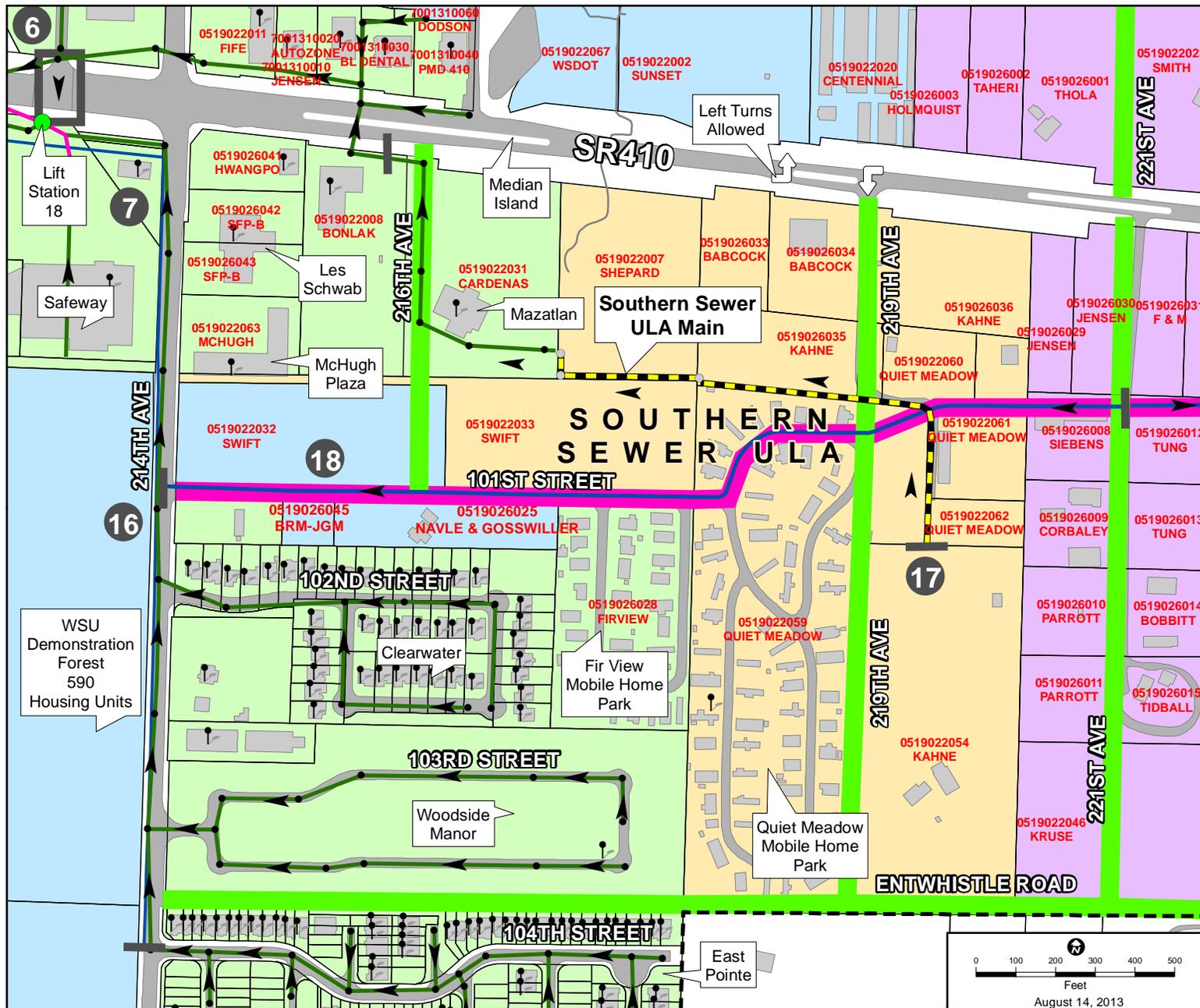
## EXHIBIT B

### ESTIMATED HOURS WORKSHEET

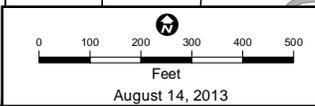
Parcel Data				Acquisition Hours					
No.	Tax Pcl No.	Owner	Current Use	Permanent Sewer Easement	Temporary Construction Easement	QA / IPM	Neg.	Adm In	Mileage
1	0519022007	Shepard, James & Olivia	Vacant - Unimproved	X	X	5	50	8	240
Attend kick-off meeting - City Office						4	0	0	120
Attend 2 progress meetings - City Office						4	4	0	240
Provide 6 monthly progress reports						1.5	1.5	3	0
Coordinate Acquisition document approvals with City						1	0	2	0
Parcel Summary Memo - Title Exceptions						0	0	2	0
Assist City with Introduction Informational Letter						1.5	0	0.5	0
Prepare and manage sub-consultant agreements						4	0	1	0
						<b>21</b>	<b>56</b>	<b>17</b>	<b>600</b>

# EASTOWN SOUTHERN UTILITY LATECOMERS AGREEMENT (ULA) PROPERTIES

Overlaid on Easttown Future Sewer Projects and Roads Base Map



- EXISTING SEWER SERVICE**
- 1 Existing Bonney Lake Sewer Customer
  - Manhole
  - Lift Station
  - Sewer Force Main
  - Sewer Gravity Main
  - Tax Parcel
  - Bonney Lake Sewer Service Currently Provided to Existing Lift Station 18
  - Easttown Southern Sewer ULA (Utility Latecomers Agreement) No Bonney Lake Sewer Service Currently Available; Future Existing Lift Station 18 Service
  - Easttown Northern Sewer ULA (Utility Latecomers Agreement) No Bonney Lake Sewer Service Currently Available; Future Lift Station 26 Service
  - No Bonney Lake Sewer Service Currently Available; Future Rebuilt/Expanded Lift Station 18 Service
  - No Development Planned; Existing Septic System will be used in the Future
- FUTURE SEWER PROJECTS**
- Easttown Sewer ULA Main
  - ⑫ Future Sewer Project Number
  - ▬ SR410 Highway Crossing
  - ▬ Project Start/Stop
  - Manhole
  - ▶ Flow Direction
  - Gravity Main
  - Force Main
- FUTURE ROADS BASE MAP**
- Future Public Road
  - Future Private Road
  - Paved Road
  - Building
  - Bonney Lake City Limits





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

<b>Department / Staff Member:</b> PW/John Woodcock	<b>Meeting/Workshop Date:</b> May 13, 2014	<b>Agenda Bill Number:</b> AB-14-65
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2383	<b>Councilmember Sponsor:</b> Donn Lewis

**Agenda Subject:** Agreement with Transpo Group for the SR 410/VMD Intersection Improvements Contract to update plans for Advertisement.

**Full Title/Motion:**  
 A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving the Agreement with Transpo Group for the SR 410/VMD Intersection Improvements Contract to update plans for Advertisement.

**Administrative Recommendation:**

**Background Summary:**  
 The current plan set was completed in 2011 but began in 2005. This contract will address the necessary work to bring the plans up to current standards for advertisement today pending federal grant acquisition. The current plans will need to be reviewed for roadway design, structural element design, traffic design and contract specifications.

Some of the recent improvements from the SR 410 – Main Street project now overlap into the limits of this project, they will be added in the base mapping portion. WSDOT has required updates to elements of the design that began in 2005 and are now antiquated. The structural firm that designed the retaining walls has been brought on board to address the structural updates to their work as overall plan liabilities and signatures.

**Attachments:** Resolution, PSA, Map

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$5,000,000	\$4,986,555	\$63,489	\$4,923,066
<b>Budget Explanation:</b> 301.045.042.595.10.63.01 SR410 & Veterans Memorial Intersection Improvement Revenue: TIF			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>				
<b>Council Committee:</b> CDC	<i>Approvals:</i>		<b>Yes</b>	<b>No</b>
	Chair/Councilmember Donn Lewis		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Committee Date:</b> May 6, 2014	Councilmember Randy McKibbin		<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember James Rackley		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Forwarded to:</b>	<b>Consent Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Commission/Board Review:</b>				
<b>Hearing Examiner Review:</b>				

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

**APPROVALS**

**Director: Dan Grigsby, P.E.**

**Mayor: Neil Johnson Jr.**

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

**RESOLUTION NO. 2383**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING A CONTRACT AGREEMENT WITH THE TRANSPRO GROUP FOR THE SR 410-VMD INTERSECTION IMPROVEMENTS TO UPDATE PLANS FOR ADVERTISEMENT.**

**WHEREAS**, the City Council approved Resolution 1494 on September 27, 2005 to the Transpo Group to design the SR 410 – Sumner Buckley Intersection Improvements; and

**WHEREAS**, the City Council approved Resolution 1779 on January 22, 2008 to begin the design of the Downtown Improvements (Phase 1) in conjunction with the intersection improvements underway with the Transpo Group on SR 410 and Sumner Buckley Highway (Phase 2); and

**WHEREAS**, the Downtown Improvements (Phase 1) construction was completed in April of 2010; and

**WHEREAS**, the City Council approved Resolution 2357 on January 28, 2014 to purchase the last remaining right of way parcel for the SR 410 – Veterans Memorial Drive Intersection Improvement Project (Phase 2); and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:**

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached agreement with the Transpo Group in the amount of \$63,489 for the work to update the SR 410-VMD Intersection Improvement plans for contract advertisement.

**PASSED BY THE CITY COUNCIL this 13<sup>th</sup> day of May, 2014.**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathleen Haggard, City Attorney

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Bonney Lake ("City") and Transpo Group USA, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 12. Indemnification / Hold Harmless

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

### Insurance

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

#### A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

#### B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

### C. Other Insurance Provisions

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

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

### D. Acceptability of Insurers

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

### E. Verification of Coverage

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

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

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

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

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

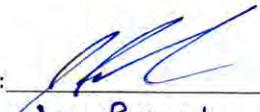
17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting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

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

CITY OF BONNEY LAKE

CONSULTANT

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

By:   
Jon Pascal, Principal

**Attachments:**

Exhibit A: Scope of Work/Deliverables/Fee

Exhibit B: Rates

## EXHIBIT A: SCOPE OF WORK

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

## Exhibit A—Scope of Services

---

Client Name:	City of Bonney Lake		
Project Name:	SR 410/ Veteran's Memorial Drive		
Exhibit Dated:	04/21/2014	TG:	05093.P2

---

### Scope of Services

Transpo Group (CONSULTANT) will provide engineering services to the Client for the update of final design drawings completed in November, 2011, for roadway, structural, traffic signal and roadway illumination improvements along SR 410 from Meyers Rd E to Main Street in Bonney Lake, Washington. CONSULTANT shall prepare plans for construction, specifications and an engineer's opinion of costs consistent with applicable Bonney Lake and WSDOT standards.

The scope of services and estimated fees are based on the following assumptions:

1. Permits required for construction are not included in the scope of services.
2. The project manual, i.e. specifications, will be developed based on the 2014 edition of the WSDOT Standard Specifications for Roadway and Bridge Construction. If the project manual must be changed to conform to a newer edition, a supplemental agreement and adjustment to fees may be necessary.
3. There will be only one set of project bid documents, i.e. this project will not be bid and/or constructed in phases.
4. The contractor will provide construction surveying.
5. Environmental Permitting is complete and does not require re-approval
6. As-built and/or design drawings of previously constructed improvements will be sufficient to reliably portray existing conditions. No additional field survey work is necessary to define existing conditions

### ***Task 01—Project Management and Coordination***

CONSULTANT will provide brief progress reports and invoices to the Client on a monthly basis or at project milestones. Transpo will participate in meetings and other coordination efforts with the Client, WSDOT, and/or utility representatives, as necessary. The projected fee assumes three (3) meetings and/or site visits will be required. One meeting is envisioned to occur during initial design and would include a site visit to field check plans developed to date. A second meeting is anticipated to occur during final design, to review Bonney Lake and/or WSDOT comments, coordinate outstanding items and to make final field checks.

*Task 01 Deliverables:*

- *Monthly Progress Reports*
- *Monthly Invoices*

### ***Task 02—Update Base Mapping***

CONSULTANT will coordinate with Client to obtain as-built CAD drawings of recent improvements at the intersection of Veteran's Memorial Drive with Main Street, and Main Street with SR 410. These drawings will be incorporated into the existing conditions base map to be shown as existing conditions on all construction drawings. It is anticipated that no additional survey field work will be required.

*Task 02 Deliverables:*

- *None*

### ***Task 03—Channelization Plan for Approval***

CONSULTANT will review and update the Plan for Approval dated November, 2008. CONSULTANT will coordinate with WSDOT regarding elements on the plan that require modification. It is expected that these changes will be minor, and include updating tables and text such as design criteria, design matrix, references to current standards, traffic volumes/projections, and general text changes. Significant re-design of improvements are not expected or included in this scope of work.

A DRAFT Plan for Approval will be completed and submitted to WSDOT for review. Upon receipt of comments, a FINAL Plan for Approval will be prepared and submitted for approval.

#### *Task 03 Deliverables:*

- *DRAFT Plan for Approval*
- *FINAL Plan for Approval*

### ***Task 04—Review and Update Design Plans, Specifications, and Cost Estimate***

CONSULTANT will review and update construction drawings prepared in November 2011 to reflect updates to WSDOT Standard Plans and Specifications, WSDOT comments to Final Design, and other minor design changes. The following tasks are included:

#### ***4.1 Roadway Design Review***

CONSULTANT will review Typical Roadway Sections, Alignment Plan, Demolition and TESC Plan, Roadway and Storm Plan and Profile, and Roadway Detail sheets to reflect changes in WSDOT Standard Plans and Specifications, and to address WSDOT comments to the final design plans. This work is expected to include:

- Review of all plan sheets to correct references to WSDOT Standard Plans and Specifications
- Updating project special provisions to reflect 2014 WSDOT standard specifications
- Review and update of Engineer's Opinion of Cost for roadway design elements to reflect changes in quantities and updated unit costs
- Update plans and details to reflect change in median curb design
- Review paving extents to insure new pavement is extended through project area
- Update road names to reflect change in name to Veteran Memorial Drive
- Change c-curb to full-depth concrete curbing

#### ***4.2 Structural Design Review***

CONSULTANT will review Retaining Wall Plan and Profile and Retaining Wall Detail sheets to reflect changes in WSDOT Standard Plans and Specifications, and to address WSDOT comments to the final design plans. This work is expected to include:

- Review of all plan sheets to correct references to WSDOT Standard Plans and Specifications
- Updating project special provisions to reflect 2014 WSDOT standard specifications
- Review and update of Engineer's Opinion of Cost for structural design elements to reflect changes in quantities and updated unit costs
- Review of wall on south side of SR 410 near its intersection with Veteran Memorial Drive to account for inclusion of decorative sign as negotiable item, including installation of conduit for "eyebrow lighting".

#### ***4.3 Traffic Design Review***

CONSULTANT will review Pavement Marking/Signing, Illumination, and Traffic Signal plans to reflect changes in WSDOT Standard Plans and Specifications, and to address WSDOT comments to the final design plans. This work is expected to include:

- Review of all plan sheets to correct references to WSDOT Standard Plans and Specifications

- Updating project special provisions to reflect 2014 WSDOT standard specifications
- Review and update of Engineer's Opinion of Cost for traffic design elements to reflect changes in quantities and updated unit costs
- Review of Roadway Lighting design to address WSDOT comments to final design. This will include updating AGI analysis, circuit design, line loss/breaker sizing calcs, and verifying locations of proposed luminaires
- Verify traffic signal interconnect from SR 410/VMD intersection to SR 410/Main intersection
- Development of Staging and Temporary Traffic Control plans (3 sheets)

#### **4.4 PS&E Documentation**

CONSULTANT will prepare and submit updated plans, specifications, and engineer's opinion of cost for submittal to the Client and WSDOT for review. Upon receipt of review comments from Client and WSDOT, CONSULTANT will prepare and submit final bid-ready documents. Two (2) submittals of PS&E documents are included in this proposal. Should additional revisions and/or submittals be required for approval, beyond the two anticipated, this may constitute extra services necessitating a change to the scope of services, fee projection, and/or schedule.

*Task 04 Deliverables:*

*First submittal will include:*

- *Five (5) paper copies of engineering plans, specifications, and engineer's opinion of cost*
- *Electronic version of plans, specifications and engineer's opinion of cost in pdf format*

*Consultant will submit the final documents to the City as follows:*

- *Full-size mylar drawings bearing the engineer's stamp and seal on each drawing.*
- *A set of half-sized paper drawings.*
- *The printed paper version of the specifications.*
- *The printed paper version of the final bid item quantities estimate and the engineer's final opinion of probable construction costs.*
- *Electronic files for the plans (in AutoCad) and the project manual.*

EXHIBIT B: RATES

The TRANSPO Group, Inc.  
**Cost Estimate Worksheet**



Number / Project Name

Pay rates are effective from June 29, 2013 through June 27, 2014, within the ranges shown in the attachment.  
 Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer	Project Engineer	CAD/ Graphics	Project Admin
initials	RP	GSM	SIB	MMG	RM	AMC
job title	Eng L5	Eng L6	Eng L4	Anyl L2	Eng L1	PA L3
cost rate	\$44.88	\$51.50	\$39.75	\$30.34	\$24.52	\$29.18

**Labor:**

Work Task							Hours	Cost
1	Project Management and Coordination					4	8	\$ 296.21
1	Invoicing and Progress Reports						24	\$ 902.54
1	Meetings			12			15	\$ 673.13
1	Coordination with Subconsultants							
2	Update Base Mapping							
2	Coordination with City						1	\$ 44.88
2	Incorporation of CAD files into Base Mapping			4			6	\$ 211.10
3	Channelization Plan for Approval							
3	Coordination with WSDOT/City						4	\$ 179.50
3	DRAFT Plan for Approval		2	16			26	\$ 947.38
3	FINAL Plan for Approval		2	12			18	\$ 646.54
4	Review and Update Design PS&E							
4	Roadway Design Review						0	\$ -
4	Structural Design Review						0	\$ -
4	Traffic Design Review						0	\$ -
	Review/update Plans			16			24	\$ 844.38
	Update special provisions		2				22	\$ 1,000.50
	Review cost estimate			6			8	\$ 271.77
	Lighting design			24			30	\$ 997.33
	Staging/Traffic Control			32			48	\$ 1,688.77
4	Environmental Documentation Review						0	\$ -
5	PS&E Documentation						0	\$ -
	DRAFT PS&E		4	6			12	\$ 477.77
	FINAL PS&E		4	6				
	<b>Total Hours</b>		<b>10</b>	<b>0</b>	<b>128</b>	<b>0</b>	<b>4</b>	<b>246</b>
	<b>Labor Costs</b>	<b>\$4,667</b>	<b>\$515</b>	<b>\$0</b>	<b>\$3,883</b>	<b>\$0</b>	<b>\$117</b>	<b>\$9,181.79</b>

<b>Overhead</b>	<b>Rate</b>	<b>212.05%</b>	<b>\$19,469.98</b>
<b>Fee (as a % of labor)</b>	<b>30.00%</b>		<b>\$2,754.54</b>

<b>Miscellaneous Expenses:</b>		Reimbursable
Item	Cost	Cost
1	Federal Express / Courier	\$0
2	Phone	\$0
3	Fax	\$0
4	Postage	\$0
5	Graphic supplies	\$0
6	Photography	\$0
7	Travel expenses (mileage)	\$175
8	Reproduction	\$150
9	Traffic counts	\$1,200
10	Traffic accident data	\$0
11	Spec. MPS model run	\$0
12	Transportation Concurrency Application	\$0
<b>Total Reimbursable Expenses</b>		<b>\$1,525</b>

<b>Subconsultants:</b>		Subs
Firm	Cost	Cost
1	Trantech	\$30,557
2		
3		
4		
5		
<b>Total Subconsultants</b>		<b>\$30,557</b>

**TOTAL ESTIMATE \$63,489.00**



### Transpo Cost Rate Range Schedule

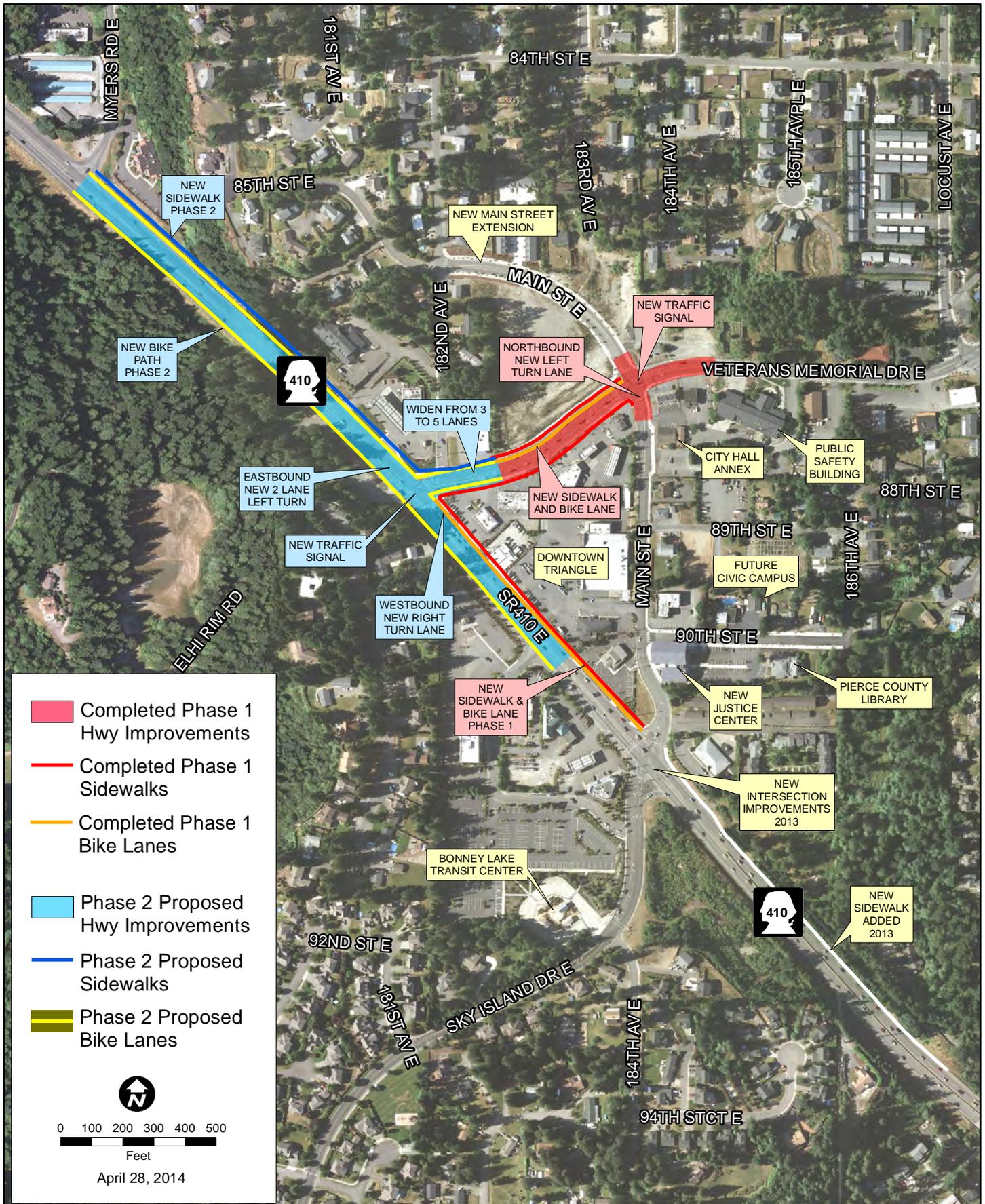
Updated 03/05/2014

Pay rates are effective from June 29, 2013 through June 27, 2014, within the ranges shown in the attachment.

Category	Cost Rate Range	
	Min	Max
Engineer/Planner - Principal - Level 7	\$55	\$70
Engineer/Planner/Analyst/Proj Adm - Level 6	\$48	\$63
Engineer/Planner/Analyst/Proj Adm - Level 5	\$43	\$50
Engineer/Planner/Analyst/Proj Adm - Level 4	\$33	\$44
Engineer/Planner/Analyst/Proj Adm - Level 3	\$30	\$37
Engineer/Planner/Analyst/Proj Adm - Level 2	\$18	\$33
Engineer/Planner/Analyst/Proj Adm - Level 1	\$12	\$30

SR410 Wall/ VMD Review Services										
Design Review and PS&E Services										
Task 4.1 - Roadway Design Review Work Element Items	QA/QC	Project Manager	Senior Civil Engr.	Project Civil Engr.	Staff Civil Engr.	Cadd Tech	Clerical		Total	
Review of Plans		6	16	16	16	20	4			
Updating Project Special Provisions				12			20			
Review Opinion of Cost		4	4							
Update Plans and Details to reflect change in Median Curb Design				8	8	8				
Review Paving Extents				8	8					
Update Road Names		2					2			
Change C-curb to Full-depth Curbing				4	4	8				
	0	12	20	48	36	36	26		178	
	\$ 55.00	\$ 59.00	\$ 55.00	\$ 50.00	\$ 42.00	\$ 37.00	\$ 20.00			
<b>Total</b>	<b>\$0</b>	<b>\$708</b>	<b>\$1,100</b>	<b>\$2,400</b>	<b>\$1,512</b>	<b>\$1,332</b>	<b>\$520</b>		<b>\$7,572</b>	
								Profit at 30% of Direct Rate	\$2,272	
								Overhead at 1.3127 Times Direct Rate	\$9,940	
								Total Labor Cost	\$19,783	
Task 4.2 Structural Design Review Work Element Items	QA/QC	Project Manager	Senior Struc. Engr.	Project Struc. Engr.	Staff Struc. Engr.	Cadd Tech	Clerical		Total	
Review of Plans		4	6	4			2			
Updating Project Special Provisions		8								
Review Opinion of Cost		2	6							
Update to 2014 Specs		4	4							
Review of wall for Decorative Sign		2	8	2	2	2				
	0	20	24	6	2	2	2		56	
	\$ 59.00	\$ 59.00	\$ 54.50	\$ 48.00	\$ 36.00	\$ 37.00	\$ 20.00			
<b>Total</b>	<b>\$0</b>	<b>\$1,180</b>	<b>\$1,308</b>	<b>\$288</b>	<b>\$72</b>	<b>\$74</b>	<b>\$40</b>		<b>\$2,962</b>	
								Profit at 30% of Direct Rate	\$889	
								Overhead at 1.3127 Times Direct Rate	\$3,888	
								Total Labor Cost	\$7,739	
Task 4.4 PS&E Documentation Work Element Items	QA/QC	Project Manager	Senior Civil Engr.	Senior Civil Engr.			Clerical		Total	
Prepare & Submit Updates Plans	8		4	4			4			
	8	0	4	4	0	0	4		20	
	\$ 59.00	\$ 59.00	\$ 54.50	\$ 50.00			\$ 20.00			
<b>Total</b>	<b>\$472</b>	<b>\$0</b>	<b>\$218</b>	<b>\$200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$80</b>		<b>\$970</b>	
								Profit at 30% of Direct Rate	\$291	
								Overhead at 1.3127 Times Direct Rate	\$1,273	
								Total Labor Cost	\$2,534	
<b>Direct Expenses (Production, Mileage, ...)</b>									<b>\$500</b>	
<b>Total</b>									<b>\$30,557</b>	

CITY OF BONNEY LAKE  
**SR410 / VETERANS MEMORIAL DRIVE  
 IMPROVEMENT PROJECT**



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

<b>Department / Staff Member:</b> PW/John Woodcock	<b>Meeting/Workshop Date:</b> May 13, 2014	<b>Agenda Bill Number:</b> AB-14-66
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2384	<b>Councilmember Sponsor:</b> Donn Lewis

**Agenda Subject:** Agreement with RH2 Engineering for Grainger Springs Pump House Evaluation.

**Full Title/Motion:**  
 A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving the Agreement with RH2 Engineering for Grainger Springs Pump House Evaluation

**Administrative Recommendation:**

**Background Summary:**  
 This contract will provide the Public Works Department with alternatives necessary to upgrade the existing pump house building at Grainger Springs. The building is in need of major upgrades but before we set out along a specific treatment we feel it is necessary to evaluate several items first to focus the final design criteria. This effort will look specifically at the future location of the building (rebuild on existing foundation or move on site at another location), power supply issues, access improvements, and security concerns. Once options have been identified and Public Works staff evaluation made, specific direction can be given to begin the design effort.

This work is preparatory for design of the Grainger Springs Pump House.

**Attachments:** Resolution, PSA, Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$200,000	\$200,000	\$9,000	\$191,000
<b>Budget Explanation:</b> Water – 401.102.034.594.34.62.01 Grainger Springs Building Upgrade Revenue:SDC			

COMMITTEE, BOARD & COMMISSION REVIEW				
<b>Council Committee:</b> CDC	<i>Approvals:</i>		<b>Yes</b>	<b>No</b>
	Chair/Councilmember	Donn Lewis	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Committee Date:</b> May 6, 2014	Councilmember	Randy McKibbin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember	James Rackley	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Forwarded to:</b>	<b>Consent Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Commission/Board Review:</b>				
<b>Hearing Examiner Review:</b>				

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

APPROVALS		
Director: Dan Grigsby, P.E.	Mayor: Neil Johnson Jr.	Date Reviewed by City Attorney: (if applicable):



**RESOLUTION NO. 2384**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AWARDED THE GRAINGER SPRINGS PUMP HOUSE EVALUATION CONTRACT TO RH2 ENGINEERING.**

**WHEREAS**, the City Council approved Ordinance No. 1472 on December 10, 2013 approving the Mid-Biennial Budget; and

**WHEREAS**, the approved budget authorizes monies to address upgrades to the Grainger Springs Building; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:**

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with RH2 Engineering in the amount of \$9,000 to preform pre-design evaluations for the Grainger Springs Pump House Upgrades.

**PASSED BY THE CITY COUNCIL this 13<sup>th</sup> day of May, 2014.**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathleen Haggard, City Attorney

**PROFESSIONAL SERVICES AGREEMENT**  
**City of Bonney Lake – Grainger Springs Pump House Evaluation**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Bonney Lake (“City”) and RH2 Engineering, Inc., (“Consultant”).

The parties hereby agree as follows:

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

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

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

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

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

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

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

the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

**Insurance**

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

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

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

Consultant shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

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

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each

party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

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

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

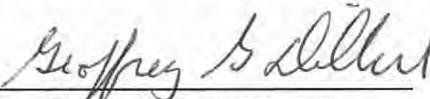
17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting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

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

CITY OF BONNEY LAKE

RH2 ENGINEERING, INC.

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

By:   
Geoffrey G. Dillard, Director

**Attachments:**

Exhibit A: Scope of Work/Deliverables

Exhibit B: Fee Estimate

Exhibit C: Rates

### EXHIBIT A: SCOPE OF WORK

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

**EXHIBIT A**  
**Scope of Work**  
**City of Bonney Lake**  
**Grainger Springs Pump House Evaluation**  
April 2014

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## Background

The Grainger Springs facility is located in the southwest section of the City of Bonney Lake (City) off of State Route 410. Spring water is collected from the steep hillside above the Puyallup River at an altitude of approximately 600 feet, which is about 150 feet below the Lake Tapps plateau. The spring water is collected in a system of underground pipes that discharge to a clearwell. The water is pumped from the clearwell up the hill to the water service area. Historically, flows from the springs have ranged from 650 to 1,500 gallons per minute (gpm). The lowest recorded flow from this source, 650 gpm, occurred in 1985. Recharge appears to come from an area of approximately 900 acres extending to the east that encompasses Fennel Creek. The City owns the property with a 100-foot horizontal radius from each collection pipe, allowing the City to protect the immediate recharge area for this water source. The springs are approximately 1,000 feet from the nearest commercial area.

The City chlorinates this source to provide a minimum of free chlorine residual 0.2 milligrams per liter (mg/L) and adjusts the pH to 7.5 using a sodium hydroxide solution in order to provide corrosion control compliance with the U.S. Environmental Protection Agency Lead and Copper rule. Recent improvements include the addition of a large diameter steel pipeline following injection of the hypochlorite solution in order to provide additional contact time. The City now meets or exceeds the state disinfection requirement of a CT of 0.6 mg/L per minute for this source.

The City has funds for upgrading the pump house facility and would like to begin with the pre-design efforts. RH2 Engineering, Inc., (RH2) will be assisting with these predesign efforts as outlined in this Scope of Work.

## Task 1 – Grainger Springs Overview

**Objective:** Meet with City staff, including public works and water maintenance personnel, to discuss alternatives and help identify improvements.

### Approach:

- 1.1 Identify the list of possible alternatives for improvements. RH2 will be prepared to discuss the following alternatives.
  - Access Road
  - Site Security
  - Site Constraints
  - Emergency Power Generator
  - Pump House Building
  - Building Location
- 1.2 Prepare for and attend one (1) predesign meeting and site visit with City staff.

**City of Bonney Lake  
Grainger Springs Pump House Evaluation**

**Exhibit A  
Scope of Work**

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**Assumptions:** RH2 assumes City staff attending the predesign kickoff meeting will include Mr. John Woodcock, Mr. Dave Cibak, and Mr. Doug Budzynski. We also assume the predesign meeting and site visit can occur at the same time.

**Provided by City:**

- Summary of past challenges at the pump house (i.e., power outages, flooding, unusual maintenance needs, etc.).

**RH2 Deliverables:**

- Summary of the selected alternatives

**Task 2 – Alternatives Evaluation**

**Objective:** Use the information obtained from Task 1 to provide the City with a summary memo which identifies alternatives, permitting, advantages, disadvantages and pertinent design elements.

**Approach:**

- 2.1 Evaluate the Grainger Springs facility and the identified alternatives.
- 2.2 Prepare and submit technical memo to the City for review.
- 2.3 Attend one (1) meeting with the City to discuss alternatives and recommendations.
- 2.4 Revise memo based on City's review comments and provide final report with selected option, timing, and other pertinent design elements.

**RH2 Deliverables:**

- One (1) copy of the final memo, plus a PDF version.

EXHIBIT B: FEE ESTIMATE

**EXHIBIT B**

City of Bonney Lake

Grainger Springs Pump House Evaluation

**Estimate of Time and Expense**

Description		Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
Classification						
<b>Task 1</b>	<b>Grainger Springs Overview</b>					
1.1	Identify alternatives	4	\$ 624	\$ -	\$ 43	\$ 667
1.2	Prepare for and attend predesign meeting with City staff	14	\$ 2,493	\$ -	\$ 154	\$ 2,647
<b>Subtotal</b>		<b>18</b>	<b>\$ 3,117</b>	<b>\$ -</b>	<b>\$ 197</b>	<b>\$ 3,314</b>
<b>Task 2</b>	<b>Alternative Evaluation</b>					
2.1	Evaluate alternatives	4	\$ 624	\$ -	\$ 43	\$ 667
2.2	Prepare and submit memo to City for review	18	\$ 2,162	\$ -	\$ 241	\$ 2,403
2.3	Prepare for and attend meeting with City to discuss alternatives	6	\$ 1,042	\$ -	\$ 82	\$ 1,124
2.4	Prepare and submit final memo	10	\$ 1,258	\$ -	\$ 234	\$ 1,492
<b>Subtotal</b>		<b>38</b>	<b>\$ 5,086</b>	<b>\$ -</b>	<b>\$ 600</b>	<b>\$ 5,686</b>
<b>PROJECT TOTAL</b>		<b>56</b>	<b>\$ 8,203</b>	<b>\$ -</b>	<b>\$ 797</b>	<b>\$ 9,000</b>

EXHIBIT C: RATES

**EXHIBIT C  
RH2 ENGINEERING, INC.  
SCHEDULE OF RATES AND CHARGES**

**2014 HOURLY RATES**

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$209.00	Technician	IV	\$135.00
Professional	VIII	\$209.00	Technician	III	\$127.00
Professional	VII	\$201.00	Technician	II	\$95.00
			Technician	I	\$90.00
Professional	VI	\$186.00			
Professional	V	\$177.00	Administrative	V	\$126.00
Professional	IV	\$167.00	Administrative	IV	\$105.00
			Administrative	III	\$91.00
Professional	III	\$157.00	Administrative	II	\$75.00
Professional	II	\$147.00	Administrative	I	\$63.00
Professional	I	\$135.00			

**IN-HOUSE SERVICES**

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge		2.5% of Direct Labor
			Mileage		Current IRS Rate

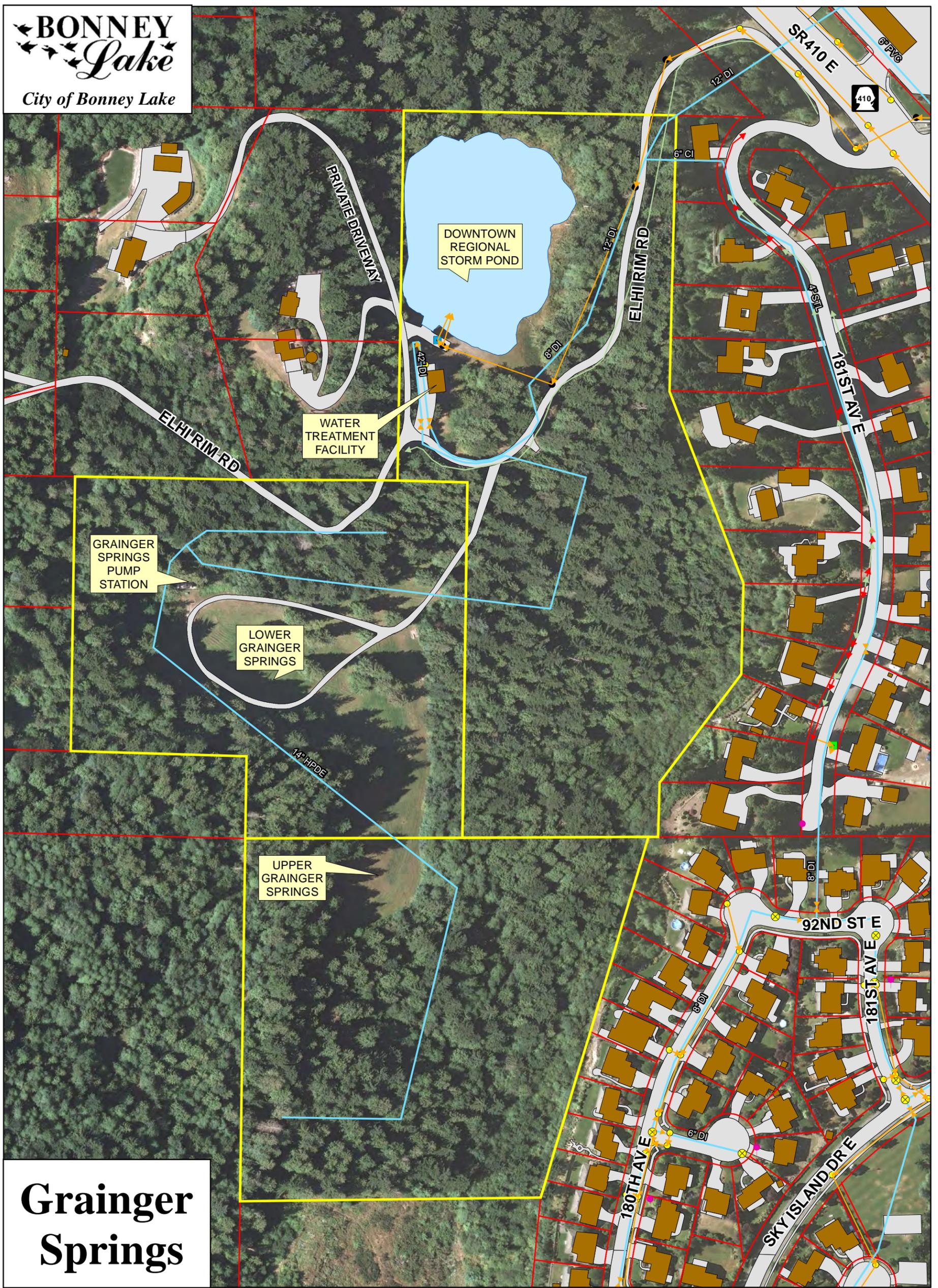
**OUTSIDE SERVICES**

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

**CHANGES IN RATES**

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.



## Grainger Springs

- Grainger Springs City-Owned Property
- Downtown Regional Storm Pond
- Tax Parcel
- Building
- Impervious Surface

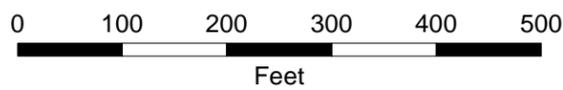
Pierce County 2011 Ortho Aerial Image

### Water System

- Water Main
- X

 Gate Valve
- X

 Valve
- Blow Off



### Stormwater System

- Channel
- Catch Basin
- Manhole
- Dry Well
- Vault
- ▶

 Culvert
- ▶

 Pipe





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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 13 May 2014	<b>Agenda Bill Number:</b> AB14-68
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2386	<b>Councilmember Sponsor:</b> Donn Lewis

**Agenda Subject:** Authorizing Cost Increase for the SR 410 Angeline Bridge Sidewalk Project Grant Financial Commitment

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Cost Increase For The SR 410 Angeline Bridge Sidewalk Project Grant Financial Commitment.

**Administrative Recommendation:**

**Background Summary:** The Public Works Department (PWD) applied for and received a \$445,000 matching (50/50) grant from the Transportation Improvement Board (TIB) in the latter half of 2012. This grant was expected to cover half of the construction costs at the time of award.

Due to unforeseen geological data identified during design, the proposed barrier treatment and sidewalk along the fill section on SR 410 created slope stability issues and therefore a site specific structural design for the sidewalk was required. This design change has more then doubled the projected costs to construct the barrier treatment and sidewalk. The cost increases went from \$430,000 to \$868,000, a cost increase of approximately \$440,000.

The PW Department is in contact with the TIB to determine if there are any resources available to the City to alleviate the increased monetary burden. The TIB may be willing to split the cost increase with the City if the Council has approved by resolution the remaining balance.

Currently the city has committed to \$445,000 in the 2014 Street Budget which is a 50/50 match with the TIB grant received. This resolution will authorize the city to increase the budget from \$445,000 to \$665,000 which is an additional \$220,000 to meet the potential match dollars from TIB to overcome the \$440,000 shortfall. Approval of this Resolution is needed to obtain a matching increase from the TIB

**Attachments:** Resolution 2386, SR 410 Geoform Addon Report, Eng. Est. History  
 Revenue: Streets TIF

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$890,000	\$858,067		
<b>Budget Explanation:</b> 301.054.032.595.10.63.01 - SR410 Missing Link - 192 <sup>nd</sup> Ave to Main St (TIB grant = \$445,000). 301.054.032.595.30.63.10 - Construction = \$890,000			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 13 May 2014	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Donn Lewis Councilmember Katrina Minton-Davis	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 0 10px;">Yes</td> <td style="padding: 0 10px;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>					
Yes	No										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
Forward to:	<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No										

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled to Date:

**APPROVALS**

**Director:**

*Dan Grigsby, P. E.*

**Mayor:**

*Neil Johnson Jr.*

**Date Reviewed**

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

**RESOLUTION NO. 2386**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING AN INCREASE IN THE CITY'S PORTION FOR SR 410 MISSING LINK (SIDEWALK) – 192ND AVENUE TO MAIN STREET BUDGET FROM \$445,000 TO \$665,000.**

**WHEREAS**, the City Council approved Resolution 2286 on April 9, 2013 to design sidewalk improvements along SR 410 completing the missing sidewalk link between Downtown and Mid-town; and

**WHEREAS**, the design team encountered unforeseen geological information that created site specific design changes to the original scope of work in reference to the structural design effort required for the sidewalk barrier that increased the projected costs to construct; and

**WHEREAS**, the Public Works Department has contacted the Transportation Improvement Board with the intention of increasing the grant amount to cover fifty percent of the projected cost increase to construct the sidewalk barrier; and;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:**

That the City of Bonney Lake Council does hereby authorize the Mayor to increase the budget for the SR 410 Missing Link (Sidewalks) – 192<sup>nd</sup> Avenue to Main Street from \$445,000 to \$665,000, an increase of \$220,000. The 2013-2014 biennial budget shall be amended as needed before the end of the biennium to reflect the increased appropriation.

**PASSED BY THE CITY COUNCIL this 13<sup>th</sup> day of May, 2014.**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathleen Haggard, City Attorney

## TECHNICAL MEMORANDUM

TO: Mr. Scott Sawyer, P.E., SCJ Alliance

FROM: Brian A. Bennetts, P.E.

DATE: April 15, 2014

RE: **GEOFOAM AND MOMENT SLAB RECOMMENDATIONS  
SR 410 ANGELINE ROAD BRIDGE PEDESTRIAN IMPROVEMENTS  
BONNEY LAKE, WASHINGTON**



### INTRODUCTION AND BACKGROUND

This technical memorandum provides updated geotechnical recommendations in support of construction of a new sidewalk along the north side of State Route (SR) 410 near the Angeline Road Bridge in Bonney Lake, Washington. Along this stretch of SR 410, the roadway is situated on a fill embankment inclined between 1½H:1V (horizontal to vertical) and 2H:1V. In order to accommodate the new sidewalk, fill will be placed at the top of the slope. Our analysis, as summarized in our April 11, 2014 geotechnical report for the project (Landau Associates 2014), indicates that the existing slope has a low factor of safety under both static and seismic loading conditions. Placing fill and the concrete sidewalk at the top of the embankment would further decrease the factor of safety. In our report, we concluded that a soldier pile retaining wall would be needed to increase the factor of safety of the slope and allow the construction of the sidewalk.

We understand that the soldier pile retaining wall is cost-prohibitive, and an alternate design concept is to use a thickened moment slab in lieu of the soldier pile retaining wall. Light-weight geofoam blocks will be placed under the moment slab in order to offset the added weight and to maintain the existing factor of safety of the slope under static loading conditions.

### SLOPE STABILITY ANALYSIS

We used the slope stability computer program, SLIDE Version 5.044 (SLIDE; Rocscience, Inc. 2010), to evaluate the factors of safety of the 1½H:1V slope under both the existing and proposed conditions (i.e., moment slab with geofoam). SLIDE evaluates the stability of circular and non-circular failure surfaces in soil or rock using vertical slice limit equilibrium methods. For this application, the simplified Bishop's method of slices was used. This method estimates slope stability by assuming numerous failure surfaces and calculates the forces that would cause slope movement (driving forces) and the forces resisting slope movement (resisting forces) for each selected failure surface. The ratio of resisting forces to driving forces for a given failure surface is referred to as the factor of safety. SLIDE

uses a searching routine to determine the critical failure surfaces (i.e., those surfaces with the lowest factor of safety) for a given slope configuration and the input soil and groundwater conditions.

We used existing topography data and the moment slab wall section (provided by SCJ Alliance) to develop the existing and proposed slope geometry profile. We evaluated a condition where the slope is declined at about 1½ H:1V and assumed that the slope was re-established after construction. In other words, there is no vertical bench located in front of the wall. For the static loading condition, a surcharge load of 250 pounds per square foot (psf) was used to model traffic on SR 410.

The shear strength of the identified geologic units in the vicinity of the existing embankments was modeled by assigning a moist unit weight ( $\gamma_m$ ), buoyant unit weight ( $\gamma'$ ), angle of internal friction ( $\phi'$ ), and cohesion ( $c'$ ). Shear strength parameters were selected based on correlations to *in situ* testing, available geologic and geotechnical literature, Washington State Department of Transportation (WSDOT) guidelines (WSDOT 2013), and our experience with similar geologic conditions.

The following table summarizes the soil parameters used in our analysis:

**SOIL PARAMETERS FOR SLOPE STABILITY ASSESSMENT**

Soil Type	Moist Unit Weight (pcf)	Buoyant Unit Weight (pcf)	Cohesion (psf)	Internal Angle of Friction (degrees)
Embankment Fill	125	Not Applicable	0	35
Osceola Mudflow (Above Groundwater Table)	110	Not Applicable	150	26
Osceola Mudflow (Below Groundwater Table)	Not Applicable	48	150	26

In our analysis, we used EPS 70 (Type II) geofoam.. This geofoam has a unit weight of about 1.5 pounds per cubic foot (pcf). We modeled the geofoam as having an undrained shear strength of 360 psf (i.e., about 25 percent of the elastic limit stress) in accordance with the recommendations of Stark et al. (2002). The shear strength of the concrete moment slab was neglected in our analysis. Groundwater was assumed to be situated 2 feet (ft) below the base of the embankment.

**SLOPE STABILITY RESULTS AND RECOMMENDATIONS**

Our analysis indicates that the existing 1½H:1V slope has a factor of safety of about 1.07 under static loading. In order to maintain the factor of safety, EPS 70 (Type II) geofoam should extend to a minimum depth of 3 ft below the moment slab, and extend from the face of the slope to a point that is at least 4 ft back from the face of the slab (see Figure 1). The exposed surface of the geofoam should be covered with shotcrete or other permanent surfacing. Based on published literature values, an ultimate

(i.e., not reduced) friction coefficient between geofoam and cast-in-place concrete can be assumed to be equal to 0.55.

During seismic loading, our analysis indicates that there is a potential for shallow, “sliver” failure surfaces to develop, extending from just below the retaining wall to near the toe of the slope. We understand that WSDOT considers these types of failures as a maintenance issue (Diaz, B., personal communication, 2013). As such, we understand that their impacts do not need to be incorporated into the design and the amount of geofoam only needs to be sufficient to maintain the existing static factor of safety.

## **CLOSING**

This technical memorandum was prepared for the exclusive use of SCJ Alliance and the City of Bonney Lake for the specific application to the Angeline Road Bridge Pedestrian Improvements project. The use by others, or for purposes other than intended, is at the user’s sole risk. The findings, conclusions, and recommendations presented herein are based on our understanding of the project, our review of readily available geotechnical and geologic information in the project vicinity, and on subsurface soil and groundwater conditions observed during our exploration program completed on June 6 and 7, 2013. Within the limitations of scope, schedule, and budget, the conclusions and recommendations presented in this report were prepared in accordance with generally accepted geotechnical engineering principles and practices in the area at the time the report was prepared. We make no other warranty, either express or implied.

We appreciate the opportunity to provide geotechnical services on this project and look forward to assisting you during the bidding and construction phases. If you have any questions or comments regarding the information contained in this report, or if we may be of further service, please call.

BAB/CAM/emw

## REFERENCES

Diaz, B. 2013. Personal communication (conversation with Brian Bennetts, Senior Geotechnical Engineer, Landau Associates). Bryan Diaz, Geotechnical Engineer, Washington State Department of Transportation, Tumwater Washington. RE: *Stability Analyses of Existing Slopes, CIP Retaining Walls, and Soldier Pile Walls*. November 13.

Landau Associates. 2014. *Geotechnical Report, Angeline Road Bridge Pedestrian Improvements Project, Bonney Lake, Washington*. Report prepared for SCJ Alliance. April 11.

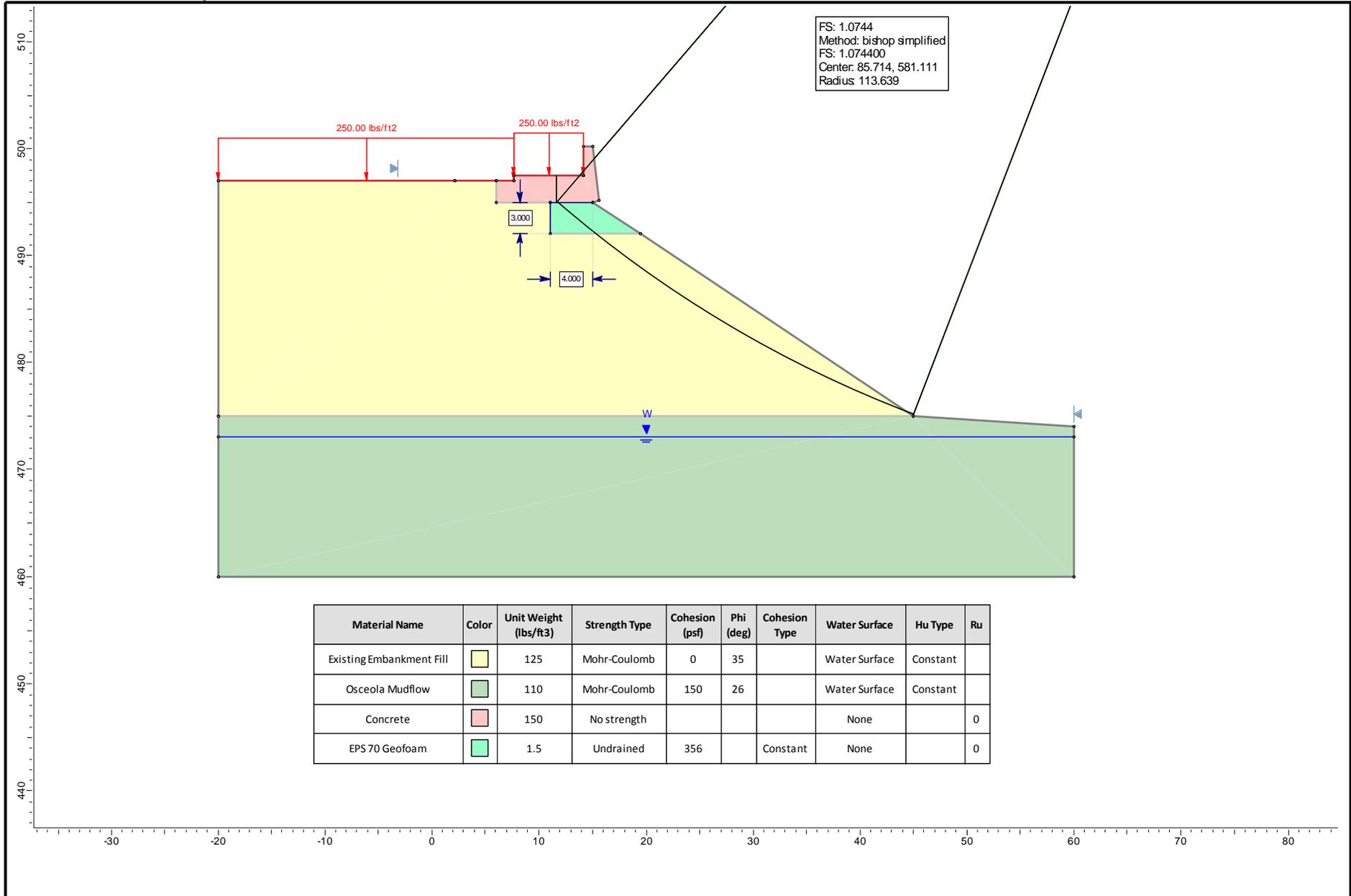
RocScience. 2010. *SLIDE Version 5.044*. Slope stability modeling software program.

Stark, T., Arellano, D., Horvath, J., and Leschinsky, D. 2002. *Guidelines for Geofoam Applications in Embankment Projects*. National Cooperative Highway Research Program (NCHRP) Report 24-11.

WSDOT. 2013. *Geotechnical Design Manual*. Washington State Department of Transportation. Publication M46-03.08. December.

## ATTACHMENT

Figure 1: Recommended Geofoam Layout



Material Name	Color	Unit Weight (lbs/ft <sup>3</sup> )	Strength Type	Cohesion (psf)	Phi (deg)	Cohesion Type	Water Surface	Hu Type	Ru
Existing Embankment Fill	Yellow	125	Mohr-Coulomb	0	35		Water Surface	Constant	
Osceola Mudflow	Green	110	Mohr-Coulomb	150	26		Water Surface	Constant	
Concrete	Red	150	No strength				None		0
EPS 70 Geofoam	Light Green	1.5	Undrained	356		Constant	None		0

Angeline Road Bridge  
 Pedestrian Improvements  
 Bonney Lake, Washington

**Recommended Geofoam Layout**

Figure  
**1**

Sum of Cost Row Labels	Column Labels			
	5/24/2013	10/14/2013	2/9/2014	4/24/2014
Preparation	\$88,905	\$88,905	\$112,544	\$136,754
Grading	\$12,750	\$12,750	\$9,900	\$5,355
Storm Sewer	\$10,425	\$10,425	\$15,792	\$75,314
Sanitary Sewer	\$0		\$83,280	\$83,280
<b>Structure</b>	<b>\$430,150</b>	<b>\$737,065</b>	<b>\$629,220</b>	<b>\$867,852</b>
Surfacing	\$7,450	\$7,450	\$9,240	\$9,240
Hot Mix Asphalt	\$22,340	\$22,340	\$39,985	\$48,820
Erosion Control	\$33,675	\$33,675	\$34,625	\$30,125
Traffic	\$64,033	\$64,033	\$114,383	\$143,093
Other Items	\$62,000	\$62,000	\$52,501	\$110,101
<b>Grand Total</b>	<b>\$731,728</b>	<b>\$1,038,643</b>	<b>\$1,101,470</b>	<b>\$1,509,934</b>

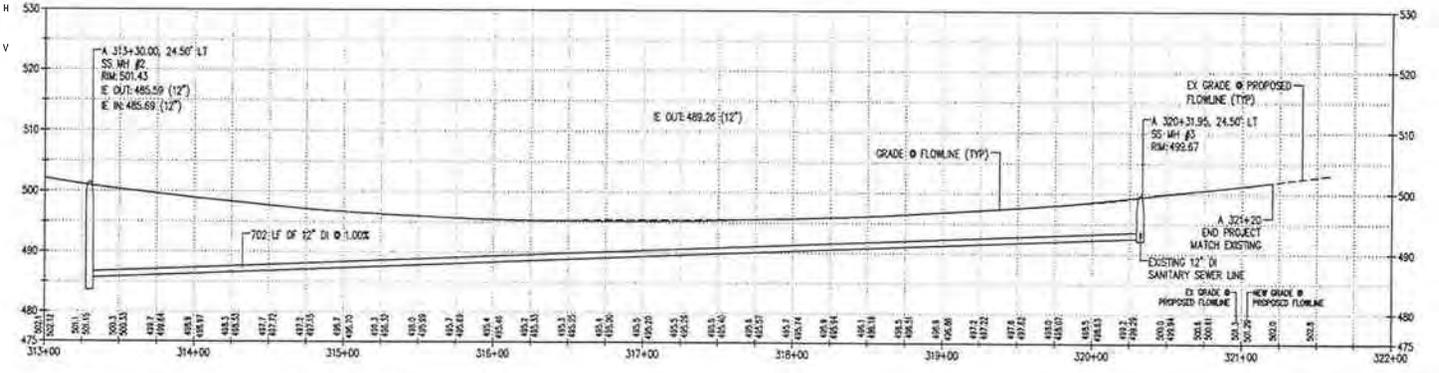
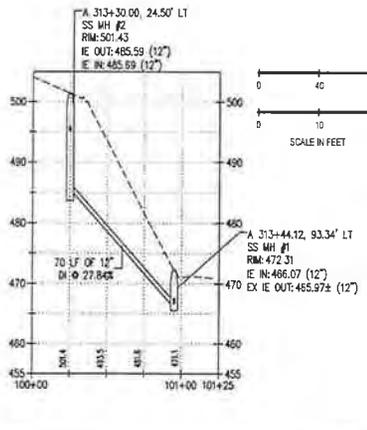
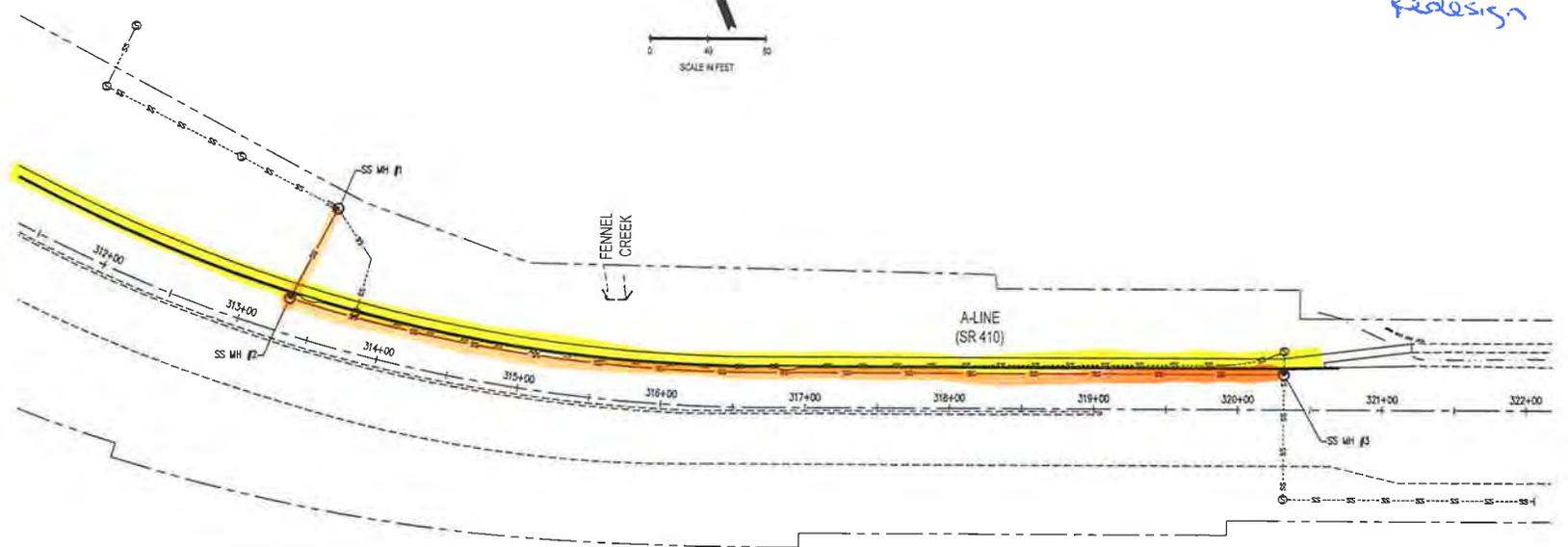
SANITARY SEWER LEGEND

- MANHOLE TYPE 3 WSDOT STD PLAN B-15.60-01
- 12" DUCTILE IRON (DI) SANITARY SEWER PIPE

T. 20N., R. 5 E., W.M.



*new sewer line*  
*Sidewalk Barrier*  
*Redesign*



ALL DIMENSIONS AND STATION OFFSETS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

1 1ST SUBMITTAL	01/14/14 SCJ	D. RIELAND PROJECT ENGINEER	01/14/14 DATE	ALL DIMENSIONS AND STATION OFFSETS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED		SCJ ALLIANCE CONSULTING SERVICES 2103 CARRIAGE ST SW, SUITE H, OLYMPIA, WASHINGTON 98503 P: 360-352-1465 F: 360-352-1509 SCJALLIANCE.COM		SR 410 PEDESTRIAN IMPROVEMENTS MP 13.91	SS-1

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

<b>Department/Staff Contact:</b> Community Development / Jason Sullivan - Senior Planner	<b>Meeting/Workshop Date:</b> 13 May 2014	<b>Agenda Bill Number:</b> AB14-57
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2379	<b>Councilmember Sponsor:</b> Councilmember Lewis

**Agenda Subject:** Comprehensive Plan Periodic Update - Consistency Report

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Adopting The Consistency Report For The Comprehensive Plan Periodic Update.

**Administrative Recommendation:**

**Background Summary:** The City of Bonney Lake is required to review and, if needed, update its comprehensive plan and development regulations to ensure compliance with the Washington State Growth Management Act (GMA), Chapter 36.70A RCW, by June 30, 2015 pursuant to RCW 36.70A.130.

On October 22, 2013, the City Council passed Resolution 2320 officially initiating the review process for the Comprehensive Plan Periodic Update and directing staff to prepare a report identifying all mandatory changes to the City’s comprehensive plan and development regulations that must be made as part of the periodic update. Staff has completed the review directed by the City Council and has prepared the Bonney Lake 2035 - Consistency Report. This report identifies the mandatory amendments to the City's comprehensive plan and development regulations that are required to ensure consistency with the GMA, Vision 2040, and the County-wide Planning Policies.

Following the City Council discussion on May 6, 2014, staff developed a Mandatory Task Progress table in order for the City Council to easily track the progress on the Comprehensive Plan update. This chart will be updated each time a task is completed and included with the City Council packet that completed the underlying task.

**Attachments:**  
 Resoultion 2379, Consistency Report, Task Progress Table

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

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

<b>COUNCIL ACTION</b>	
Workshop Date(s): May 6, 2014	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

**APPROVALS**

**Director:**  
*JPV*

**Mayor:**

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

**RESOLUTION NO. 2379**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON ADOPTING THE CONSISTENCY REPORT FOR  
THE COMPREHENSIVE PLAN PERIODIC UPDATE.**

**WHEREAS**, RCW 36.70A.130(4) requires the City of Bonney Lake to review and revises, if needed, its Comprehensive Plan and development regulations by June 30, 2015 to ensure compliance with the Growth Management Act (GMA) – Chapter 36.70A RCW; and

**WHEREAS**, local comprehensive plans and development regulations are required to be consistent with the GMA, Puget Sound Regional Council’s Multi-County Planning Policies (*Vision 2040*), and Pierce County’s County-wide Planning Policies; and

**WHEREAS**, Council passed Resolution 2320 directing staff to prepare a report identifying all mandatory changes to the City’s comprehensive plan and development regulations that must be made as part of the periodic update; and

**WHEREAS**, the Bonney Lake Planning Commission has reviewed the Consistency Report on February 5, 2014; and

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Bonney Lake adopts the *Bonney Lake 2035 – Consistency Report* (Attachment A) identifying the mandatory amendments to the *Bonney Lake Comprehensive Plan* and the City’s development regulations as part periodic update of the *Bonney Lake Comprehensive Plan* required to be completed no later than June 30, 2015.

**BE IT FURTHER RESOLVED**, that the City staff is directed to prepare amendments to the *Bonney Lake Comprehensive Plan* as provided in the *Bonney Lake 2035 – Consistency Report*.

**PASSED** by the City Council and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathleen Haggard, City Attorney

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# BONNEY LAKE 2035

2015 Comprehensive Plan Periodic Update

CONSISTENCY REPORT

Jason Sullivan  
Senior Planner  
Community Development Department  
April 28, 2014

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# 1.0 INTRODUCTION

The City of Bonney Lake is required to review and, if needed, update its comprehensive plan and development regulations by June 30, 2015 pursuant to RCW 36.70A.130. This periodic review and update is necessary to ensure compliance with amendments to the Growth Management Act (GMA) since the last update in 2006, other relevant state laws, local needs, new data, and new research.

Additionally, the Puget Sound Regional Council (PSRC) adopted new multi-county planning policies (MPPs) in 2008 as part of *Vision 2040*. These policies apply to King, Kitsap, Pierce, and Snohomish counties and the cities within these counties. Pierce County amended the county-wide planning policies (CPPs) to be consistent with and implement the MPPs. The City of Bonney Lake must now ensure that the Bonney Lake Comprehensive Plan (BLCP) and the City's development regulations codified in the Bonney Lake Municipal Code (BLMC) are consistent with the GMA, MPPs and CPPs.

This document is intended to identify all mandatory changes that the City must make to the BLCP and the BLMC in order to ensure consistency with applicable state laws, MPPs, and CPPs. This report does not address other optional changes that the City may elect to make to the BLCP. These optional changes are expected to be identified and discussed through a public review process throughout 2014 and the first of 2015. Additional information about the update process can be found at the City's project website: [www.citybonneylake.org/planning/compplanupdates](http://www.citybonneylake.org/planning/compplanupdates).

# 2.0 COMPREHENSIVE PLAN ELEMENTS

## 2.1 LAND USE

### Overview

The primary function of a land use element is to demonstrate that cities have planned for the population growth allocated to a local jurisdiction by the county consistent with the projections supplied by the Office of Financial Management (OFM).<sup>1</sup> The PSRC also assigned employment targets for the Pierce, King, Kitsap, and Snohomish Counties which were sub-regionally allocated to each of the cities by that county. Pierce County adopted Ordinance No. 2011-36s establishing a 2030 Population Target of 21,640, a 2030 Housing Target of 8,498, and a 2030 Employment Target of 5,448 for Bonney Lake.

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<sup>1</sup> In *City of Edmonds and City of Lynnwood v. Snohomish County*, the CPSGMHB concluded, "... that the County does have the authority to allocate population and employment to the cities rather than just too urban growth areas. Counties are required to take OFM's county-wide population forecasts and to allocate them among both the incorporated and unincorporated portions of urban growth areas and the non-urban growth areas within the county." Final Order and Decision. CPSGMHB Case No 93-3-0005. (October 4, 1993.)

Under the GMA, the City has an affirmative duty to accommodate the growth that is allocated to City by Pierce County. This duty means that the BLCPP must include a Future Land Use Map (FLUM)<sup>2</sup> that designates sufficient land use densities and intensities to accommodate the population and employment targets within the current incorporated and unincorporated Bonney Lake Urban Growth Area (BLUGA) over the mandatory 20 year planning horizon.<sup>3</sup>

The growth targets established by Pierce County are a floor not a ceiling; the City can plan for a higher number of people, jobs, and/or housing units. However, if the City adopts higher growth targets, the higher targets cannot be used to justify an enlargement of the BLUGA as the City is not required to handle that additional population or employment growth.<sup>4</sup>

In establishing how a community will accommodate its mandatory growth targets over the next twenty years, jurisdictions have an obligation to encourage development in urban areas<sup>5</sup>, reduce the conversion of undeveloped lands into low-density sprawling development<sup>6</sup>, and promote a variety of residential densities and housing types.<sup>7</sup> Commonly people misinterpret these requirements to mean that communities must increase the density throughout an entire community in order to accommodate future growth. However, “[c]ompact urban development’ does not require that the urban environment be exclusively a built environment, nor that the built environment be of a homogenous intensity, form, or character.”<sup>8</sup> Both the MPPs and CPPs direct local jurisdiction to balance the need to provide density within communities for future population growth with the preservation of existing neighborhoods and community character.<sup>9</sup> By creating nodes of more intense mixed used development within suburban communities, capacity can be provided for future development at densities that support transit without the need to increase the density in all of a jurisdiction’s residential zones. This approach looks at the collective effect of a jurisdiction’s density standards and allows for consideration

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<sup>2</sup> A FLUM illustrates the physical distribution of various land uses to demonstrate where development is envisioned to occur given community and environmental features; employment and population growth targets; regional and county planning policies; and needed capital facilities. While the FLUM is the community’s visual guide to future planning illustrating what the community wants to have happen, it is not a prediction.

<sup>3</sup> *Hensley v. City of Woodinville*. Final Decision and Order. CPSGMHB Case No. 96-3-0031. (Feb. 25, 1997).

<sup>4</sup> In *Cities of Tacoma, Puyallup, Milton, Sumner v. Pierce County*, the CPSGMHB concluded that, “[A]lthough a county has discretion in determining the physical size of a UGA, it does not have discretion in how much population it should plan for. OFM’s twenty-year population projection is the exclusive number to use when designating UGAs.” Final Decision and Order. CPSGMHB Case No 94-3-0001. (July 5, 1994).

<sup>5</sup> RCW 36.70A.020(1)

<sup>6</sup> RCW 36.70A.020(2)

<sup>7</sup> RCW 36.70A.020(4)

<sup>8</sup> *Association of Rural Residents v. Kitsap County*. Final Decision and Order. CPSGMHB Case Number 93-3-0010. (June 3, 1994).

<sup>9</sup> In *City of Snoqualmie v. King County*, the CPSGMHB noted that, “[E]very community has characteristics that are the product of its unique physical setting and human history. The future to which a community aspires could build upon those existing characteristics or consciously impose a thematic affectation. In either case, defining community character and selecting design strategies for enhancing or changing that character are local prerogatives.” Final Decision and Order. CPSGMHB Case No 92-3-0004. (March 1, 1993).

of local circumstances.<sup>10</sup> The question is not how dense should a community make its neighborhoods, but where is it appropriate to provide higher densities to support future population growth?

Planning for nodes of higher activity or central places is critical to obtaining funding for infrastructure, in addition to meeting the City's growth targets. The PSRC has adopted a number of policies that require that the distribution of grant funds be targeted to town centers and activity nodes.<sup>11</sup> Competition for these grant funds is very competitive and are typically for the development of roadways or non-motorized facilities.

In addition to illustrating the general distribution of land uses within the BLUGA and planning for future growth, the *Revised Code of Washington* (RCW) 36.70A.160 specifically requires the City to identify open space corridors within the incorporated and unincorporated portions of the BLUGA that are useful for recreation, wildlife habitat, trails, and the connection of critical areas.<sup>12</sup> The Central Puget Sound Growth Management Hearings Board (CPSGMHB) has determined that in order for a jurisdiction to meet the requirements of RCW 36.70A.160, the jurisdiction's comprehensive plan must include a map that clearly and conspicuously identifies open space corridors and cannot rely on areas shown on various maps within a comprehensive plan that could be considered to be open space corridors.<sup>13</sup> The CPSGMHB has also determined, that while local jurisdictions are required to identify open space corridors, there is not a requirement to prepare development regulations to protect open space corridors identified under RCW 36.70A.160.<sup>14</sup> Regulation of property identified as open space would be based on the adopted land use designation and corresponding zoning regulations.

## Required Actions

Based on the applicable state laws<sup>15</sup>, MPPs<sup>16</sup>, CPPs<sup>17</sup>, the Department of Commerce's *Periodic Update Checklist for Cities*<sup>18</sup> (Commerce Checklist) and PSRC's *Plan Review Manual: A Resource to Assist with*

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<sup>10</sup> In *Suquamish Tribe, et al v. Kitsap County*, the CPSGMHB stated that in determining, "future development capacity the Guidelines (Chapter 365-196 WAC) advise not looking solely to the minimum density in each zone, but to the 'collective effect of all development regulations.'" Final Decision and Order on Remand. CPSGMHB Case No. 07-3-0019c [2011 Remand]. (August 31, 2011)

<sup>11</sup> MPP-DP-7

<sup>12</sup> RCW 36.70A.030 defines Critical areas as (a) wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; and (e) geologically hazardous areas. The GMA does not include a definition of open space," "recreation," "trails" or "wildlife habitat."

<sup>13</sup> *Agriculture for Tomorrow v. City of Arlington*. Final Decision and Order. CPSGMHB Case No. 95-3-0056. (Feb. 13, 1996).

<sup>14</sup> *LMI/Chevron v. Town of Woodway*. Final Decision and Order. CPSGMHB Case No. 98-3-0012. (Jan. 8, 1999).

<sup>15</sup> RCW 36.70A.020 RCW 36.70A.070(1), RCW 36.70A.100, RCW 36.70A.110(6), RCW 36.70A.160, RCW 36.70A.210, RCW 36.70A.215, RCW 43.62.035, RCW 47.80.023(3), WAC 365-196-400(2)(d), WAC 365-196-405, WAC 365-196-335, WAC 468-86-150(1)(c).

<sup>16</sup> MPP-DP-2, MPP-DP-3, MPP-DP-4, MPP-G-3, MPP-DP-11, MPP-DP-13, MPP-DP-14, MPP-DP-15, MPP-DP-33, MPP-DP-34, MPP-DP-35, MPP-DP-43, MPP-DP-45, MPP-DP-29, MPP-En-8, and MPP-En-

<sup>17</sup> Pierce County Ordinance 2011-36s, CPP-UGA-2.1.2, CPP-UGA-2.1.3, CPP-AT-2.3, CPP-BL-3, CPP-BL-4, CPP-BL-6, CPP-BL-7, CPP-UGA-2.1.1, CPP-UGA-2.7, CPP-UGA-8, CPP-CU-1, CPP-HW-1.1, CPP-UGA-6, CPP-UGA-7, CPP-UGA-10, CPP-UGA-11, CPP-UGA-12, CPP-Env-9 through CPP-Env-13, and CPP-Env-15

<sup>18</sup> Commerce 1, Commerce 7.a,

*Plan Development and Review including Certification – Part 3 Reporting Tools<sup>19</sup> (PSRC Report Tool)*  
the City must make the following modifications to the BLCP – Land Use Element:

- *Update the FLUM:* Revise the FLUM to reflect the affiliation of a portion of the Comprehensive Urban Growth Area (CUGA) with the BLUGA.
- *Update Out of Date Growth Targets:* The population, housing, and employment projections provided in the Land Use Element – Figure 3-3 were established in 2002 and need to be updated to be consistent with Pierce County Ordinance No. 2011-36s Table 1 which establishes the current sub-regional 2030 population allocation for the City of Bonney Lake.
- *Correct Inconsistent Population Projections:* Different population projections were identified in the BLCP – Land Use, Parks, Capital Facilities, and Transportation Elements. For instance, the Transportation Element is based on a 2025 population of 30,840 as compared to the more conservative 2020 population of 18,830 established in the Land Use Element – a significant deviation even given the slight difference in planning horizon. The Transportation Element is also based on an employment capacity of 7,530 jobs by 2025, while the Land Use Element documents an employment capacity of 3,147 jobs – this again is a significant deviation.
- *Update Buildable Lands Inventory:* The City’s last buildable lands inventory was completed in 2007 and must be update again as part of the periodic update to determine the availability of vacant and underdeveloped lands within the City. The updated inventory is used to demonstrate that there is sufficient capacity to accommodate the City’s adopted growth targets. The current development capacity numbers were based on the original 2002 *Pierce County Buildable Lands Report*, which is now two editors out of date: the current 2007 *Pierce County Buildable Lands Report* and the 2013 *Pierce County Buildable Lands Report* (currently being prepared).
- *Update Out of Date Employment Targets:* The BLCP – Land Use Element does not include current employment figures and does not address the employment growth targets established for the City by Pierce County Ordinance No. 2011-36s.
- *Establish Implementation Strategies and Performance Measures:* The BLCP – Land Use Element does not provide strategies to implement the current land use polices and performance measures to demonstrate whether or not the City is achieving the adopted land use goals. The City will need to establish specific strategies that:
  - Identify how the City will preserve and enhance existing neighborhoods, protect natural visual resources, create vibrant compacted mixed-use centers that support transit use, and ensure a high degree of connectivity in the street network. The City must also develop a

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<sup>19</sup> PSRC Part 1 – Development Patterns, PSRC Part 1 – The Environment (Earth and Habitat, PSRC Part 1 – Transportation – Growth Management Requirements, PSRC Part 2 – Population and Employment Growth, and PSRC Part 2 – Monitoring

set of performance measures to determine if the implementation strategies have been successful.

- Identify how the City will protect and preserve open space.
  - Develop performance measures to determine if the City is achieving the adopted land use goals and policies.
- *Establish Policies Regarding Street Interconnectivity and Transit Use:* The BLCF – Land Use Element lacks policies related to the role that land use plays in ensuring street connectivity and improving transit ridership. The City will need to add specific policies to guide development in a manner that will facilitate an interconnected street grid and support the expansion of transit.
- *Identify Open Space Corridors:* The City must prepare and adopt a map that clearly and conspicuously identifies open space corridors within the City. In the past, the City has pointed to its critical areas and parks mapping to comply with this requirement. However, this approach does not fulfill the requirements of RCW 36.70A.160 as determined by the CPSGMHB.
- *Establish Policies to Encourage the Recreational Use of Open Space:* The CPPs require that the City develop policies to allow for the recreational use of open spaces within the City; provided that such uses will not impact the function and values of critical areas.

## 2.2 HOUSING

### Overview

In order to comply with the requirements of RCW 36.70A.070 and RCW 36.70A.215, the City must inventory the current housing stock and identify the remaining housing capacity within the incorporated and unincorporated BLUGA.

The purpose of the inventory and the capacity analysis is to determine if there is sufficient capacity for the development of housing that is accessible to all economic segments of the population and sufficient to accommodate the projected population growth.<sup>20</sup> The capacity in the BLCF – Housing Element must be consistent with the capacity provided in the Buildable Lands Report.

The CPSGMHB has concluded that the City is not required to use a “grocery store type of inventory of goods in stock” by individually itemizing every residential unit in the City, but is required to determine the nature of housing within a jurisdiction.<sup>21</sup> The CPSGMHB in *Children's Alliance, et al v. City of Bellevue*, (Children's) explained the two prongs of this requirement: the first is “densities” which refers to the number of dwelling units or people within a given geographic unit and the second is “housing types” which refers to the physical form of residential structures and also to the specific housing needs in addition to the traditional single family (e.g. government-assisted housing, housing for low income

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<sup>20</sup> WAC 365-196-410(2)(i)

<sup>21</sup> *Buckles, et al v. King County, et al.* Final Decision and Order. CPSGMHB Case No. 96-3-0022c. (November 12, 1996).

families, manufactured housing, multifamily housing, and group homes and foster care facilities). The CPSGMHB went on to reason in *Children's* that the GMA contains a number of specific references that address housing and residential land uses, some of them more explicit and directive than others but when read together, there is a legislatively preferred residential landscape that, compared with the past, will be less homogeneous, more diverse, more compact, and better furnished with facilities and services to support the needs of a changing residential population.

The goal of the inventory is to gauge the nature and availability of housing within a community.<sup>22</sup> The Department of Commerce has recommended that this inventory identify the amount of various types of housing, median sale/rental prices, and the types of housing (e.g. group homes, nursing homes, assisted living facilities, senior housing, and government-assisted housing).<sup>23</sup>

In addition to the inventory and capacity analysis, the City is directed to adopt goals and policies with the objective of ensuring neighborhood vitality and character. The CPSGMHB in *Benaroya, et al v. City of Redmond*, determined that this requirement is neither a mandate, nor an excuse, to freeze neighborhood densities at their pre-GMA levels but to ensure that growth can be accommodated in such a way as to ensure neighborhood vitality and character.<sup>24</sup> The primary goal is to ensure that existing residential areas are protected and preserved by adopting policies and strategies to prevent or mitigate adverse impacts associated with incompatible land uses and higher densities.

## Required Actions

Based on the applicable state laws<sup>25</sup>, MPPs<sup>26</sup>, CPPs<sup>27</sup>, the Commerce Checklist<sup>28</sup> and PSRC Reporting Tool<sup>29</sup> the City must make the following modifications to the BLCP – Housing Element:

- *Update Out of Date Inventory:* The current inventory provided in the BLCP – Housing Element Tables 4-1 through Table 4-4 (Pgs. 4-2 – 4-3) includes much of the information recommended by the Department of Commerce; however, the inventory is based on the 2000 census and is significantly out of date. the BLCP – Housing Element Tables 4-1 through Table 4-4 (Pgs. 4-2 – 4-3) will need to be update to reflect changes in the City since 2000 and incorporate updated information available following the 2010 census.
  
- *Add Housing Capacity Information:* The BLCP – Housing Element does not include housing capacity information. Housing capacity numbers are provided in the BLCP – Land Use Element – Figure 3-2; however, these housing projections are based on the original 2002 *Pierce County Buildable Lands Report*. A table providing the remaining housing capacity will be added to the BLCP – Housing Element consistent with the *2013 Pierce County Buildable Lands Report*. This

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<sup>22</sup> WAC 365-196-410(2)(b)(i)

<sup>23</sup> WAC 365-196-410(2)(b)(ii) – WAC 365-196-410(2)(b)(iv)

<sup>24</sup> *Benaroya, et al v. City of Redmond*. Final Decision and Order. CPSGMHB Case No. 95-3-0072c. (November 12, 1996).

<sup>25</sup> RCW 36.70A.070(2), RCW 36.70A.100, RCW 36.70A.210, and WAC 365-196-410.

<sup>26</sup> MPP-H-1 through MPP-H-5, MPP-H-7 through MPP-H-9, H-Action-1, and H-Action-2.

<sup>27</sup> CWPP-BL-5 CWPP-EC-1.5 CWPP-AH-1, CWPP-AH-3, CWPP-AH-5, CWPP-AH-6, CWPP-AH-7, and CWPP-AH-8.

<sup>28</sup> Commerce 2, Commerce 7.a,

<sup>29</sup> PSRC Part 1 – Housing, PSRC Part 2 – Population and Employment Growth, and PSRC Part 2 – Monitoring.

table will provide housing capacity for each type of residential units (e.g. single family, duplex, apartments, etc.).

- *Add Policies Regarding the Protection of Existing Neighborhoods:* The BLCP – Housing Element does not contain policies or goals related to the need to protect existing residential neighborhoods from the adverse impacts of adjacent land uses.
- *Establish Implementation Strategies and Performance Measures:* The BLCP – Housing Element does not provide strategies to implement the goals of preserving the existing housing stock, protecting existing residential neighborhoods, and providing housing diversity. The Element also does not include performance measures to demonstrate whether or not the City is achieving these goals. The City will need to establish specific strategies and performance measures to determine if the City is achieving its mandates under the GMA.
- *Address Comments from PSRC’s Certification Report:* PSRC’s *Plan Review Report And Certification Recommendation For the City of Bonney Lake 2006 Comprehensive Plan* (October 31, 2013) expressed the following concerns that must be addressed by the City as part of the update:
  - Policy 4-3a in the Housing Element reads: “Continue zoning at least as much land for apartments, manufactured housing, duplexes, small-lot developments, and accessory dwelling units as the City does currently.” Policy 4-3a appears to work against the spirit of the City’s other housing policies as contained in the land use element and housing elements by implying that the current provision of affordable housing and multi-family housing is adequate to meet the population’s needs through the plan horizon, even though the City’s discussion of housing affordability clearly demonstrates a need for additional affordable housing.
  - Secondly, it was unclear if the housing capacity, as referenced in the land use element, is based upon the zoning designations shown in the future land use map, or if zoning has changed substantially since the housing capacity analysis was performed. This raises questions about the plan’s internal consistency. At a minimum, the city should update the estimated housing capacity in the land use element. Likewise, RCW 36.70A.070(2) requires that the housing element “identifies sufficient land for housing... and makes adequate provisions for existing and projected needs.” The City’s housing capacity does not appear to identify sufficient housing to meet the City’s own projected demand. This issue needs further attention when the City next updates its plan.

## 2.3 TRANSPORTATION

### Overview

While the BLCP - Transportation Element, which consist of the *City of Bonney Lake 2006 Transportation Plan* and the *Bonney Lake Non-Motorized Transportation Plan Lake*, was completed prior to the adoption of VISION 2040 (2008) and Transportation 2040 (2014), the plan went a long way

in addressing many of the provision now in place. However, there are some significant issues with the current element which require the City to a completely re-write the element to bring it into full compliance with GMA, the MPPs, and the CPPs.

## Required Actions

Based on the applicable state laws<sup>30</sup>, MPPs<sup>31</sup>, CPPs<sup>32</sup>, the Commerce Checklist<sup>33</sup> and the PSRC Reporting Tool<sup>34</sup> the City must make the following modifications to the BLCP – Transportation Element:

- *Address Inconsistent Land Assumptions:* The GMA requires that comprehensive plans be internally consistent. For transportation planning, it specifically requires that the land use assumptions used in traffic forecasts be consistent with those found in the land use element.

In the 2006 update to the BLCP – Transportation Element, inconsistent land use assumptions were applied in the development of the traffic forecast. The BLCP – Transportation Element uses a 10,419 citywide housing unit assumption in 2025, compared to the 6,351 needed to accommodate a more conservative rate of 18,830 people by 2022 – a significant deviation even given the slight difference in planning horizon. The BLCP – Transportation Element also uses 7,530 jobs by 2025 for the traffic forecast while the land use element documents a total of 3,147 jobs—this again is a significant deviation. It also should be noted that the 7,530 jobs exceed the capacity of 5,478 jobs.

- *Update Out of Date Transportation Facility Inventory:* Both the *City of Bonney Lake 2006 Transportation Plan* and the *Bonney Lake Non-Motorized Transportation Plan* include a thorough inventory of motorized and non-motorized facilities within the City. However, these inventories are out of date as the inventories were completed in 2006 and 2005, respectively.
- *Update Out of Date and Inconsistent Level of Service (LOS) Projections:* The City has adopted LOS standards based on the methodologies established in the Highway Capacity Manual. The LOS standards are based on PM peak hour traffic flow and delay at intersections, which is contingent upon a number of factors, including vehicle volume, number of lanes, turn lanes, and signal timing. The analysis also includes a vehicle to capacity ratio for roadways. The future LOS for required intersections was established in 2005 and was based on the inconsistent land use assumptions which need to be corrected to ensure that the City has sufficient capacity for future development.

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<sup>30</sup> RCW 35.77.101, RCW 36.70A.070(6), RCW 36.70A.100, RCW 36.70A.210, and WAC 365-196-430.

<sup>31</sup> MPP-G-1, MPP-G-4, MPP-G-5, MPP-EN-7, MPP-EN-19, MPP-EN-23, MPP-DP-7, MPP-DP-10, MPP-DP-13, MPP-DP-17, MPP-DP-27, MPP-DP-40, MPP-DP-42 through MPP-DP-44, MPP-DP-54 through MPP-DP-56, MPP-H-6, MPP-EC-6 MPP-T-1 through MPP-T-33.

<sup>32</sup> CPP-CU-1, CPP-CU-4, CPP-HW-1, CPP-HW-3, CPP-HW-4, CPP-Env-29 through CPP-Env-31 CPP-Tr-1 through CPP-Tr-20, CPP-UGA-5, CPP-UGA-6, and CPP-UGA-12.

<sup>33</sup> Commerce 5, Commerce 7.a,

<sup>34</sup> PSRC Part 1 – Development Patterns – Orderly Development (Regional Design), PSRC Part 1 – Transportation – Vision 2040 and Transportation 2040, PSRC Part 2 – Transportation Provisions, and PSRC Part 2 – Monitoring.

- *Establish Multi-Modal LOS Standards:* The City is required to develop LOS standards for pedestrians and bicycles pursuant to RCW 36.70A.070(b), RCW 36.70A.108, MPP-DP-54 through MPP-56, and CPPs-Tr-5. These standards should consider the immediate facility (i.e., sidewalk, bike lane), the right-of-way corridor (i.e., roadway crossings, signals, vehicular traffic characteristics), and adjacent land use (i.e., mix of uses, density, visual characteristics).

## 2.4 PUBLIC FACILITIES AND SERVICES

In order to streamline the BLCP, the current BLCP – Parks Element, Utilities Element, and Capital Facilities Element will be combined into one element entitled “Public Facilities and Services” given the highly interrelated nature of these three topics. This approach is authorized by WAC 365-196-415(2)(a)(iii).

### Overview

Cities are mandated to demonstrate that, over the twenty-year life of the plan, needed capital facilities and public services will be available and provided throughout the jurisdiction’s UGA.<sup>35</sup> The first step in ensuring that there is sufficient capital facilities is compiling an inventory of the existing facilities and services: parks and recreation facilities; domestic water supply systems; storm and sanitary sewer systems; and schools.<sup>36</sup> This inventory must include all publicly owned capital facilities regardless of whether or not the facilities is owned by the City.<sup>37</sup> As part of the inventory, the City is required to identify lands that are useful for public purposes and develop a prioritized list of lands to be acquired with an associated general timetable for acquisition.<sup>38</sup> While the GMA requires that those lands useful for public purposes be identified as part of the adopted comprehensive plan, it neither specifies the means of identification (e.g. mapping or a narrative describing identified lands) nor requires the City to show site-specific locations of lands as “useful for public purposes” with precision.<sup>39</sup>

The adequacy of public facilities and services is determine by the establishment of a level of service (LOS) standard for each type of facility or service. All facilities and services included in the BLCP – Public Facilities and Services Element must have a minimum LOS clearly labeled as such (i.e., not “guidelines” or “criteria”) and must explicitly state which of the listed capital facilities are determined to be “necessary for development” and each of the facilities so designated must have either a “concurrency mechanism” or an “adequacy mechanism” to trigger appropriate reassessment if services fall below the baseline minimum standard.<sup>40</sup>

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<sup>35</sup> *Hensley v. City of Woodinville*. Final Decision and Order. Case Number CPSGMHB 96-3-0031. (February 25, 1997).

<sup>36</sup> *West Seattle Defense Fund and Neighborhood Rights Campaign v. City of Seattle*. Final Decision and Order. Case Number 94-3-0016c. (April 4, 1995).

<sup>37</sup> RCW 36.70A.070(3)(a)

<sup>38</sup> RCW 36.70A.150

<sup>39</sup> *Sky Valley, et al v. Snohomish County, et al*. Final Decision and Order. CPSGMHB Case Number 95-3-0068c. (March 3, 1996).

<sup>40</sup> *Jody L. McVittie v. Snohomish County*. Final Decision and Order. Case Number CPSGMHB 01-3-0002. (July 25, 2001).

In addition to construction of new capital facilities required to meet the adopted to LOS, maintenance of existing capital facilities is also crucial to meeting the requirement to address “existing needs” established by RCW 36.70A.070(3)(e) as explained by the CPSGMHB:

The Board holds that the phrase "existing needs" refers not only to the construction of new or expanded capital facilities that can be currently identified as needed, but also the maintenance of existing capital facilities. As a matter of sound public policy, a city or county should not plan for additional growth and the associated additional capital facilities that may be necessary to serve that growth, unless it can adequately maintain its existing capital facilities. However, determining the appropriate level of maintenance for capital facilities falls within the local government's discretion. Cities and counties do not have to construct new or expand old capital facilities, or even improve their maintenance efforts. Instead, they can make the policy choice to reduce expectations by adopting lower levels of service.<sup>41</sup>

While the primary goal of the Public Facilities and Services Element is to ensure that development is adequately served by public facilities and services,<sup>42</sup> conservation is key to meeting many of our needs today and is a vital to ensure that resources will be there for future generations.<sup>43</sup> Along with conservation, collaborating and coordinating with adjacent jurisdictions and special purpose districts is critical to ensuring the adequacy of public facilities and services.

The City is required to provide a six year financing plan which includes the source of the public funds for those public facilities and services with an adopted LOS.<sup>44</sup> RCW 36.70A.070(3)(e) requires the reassessment of the land use element, “if probable funding falls short of meeting existing needs to ensure the land use element, capital facilities element, and financing plan within the capital facilities element are coordinated and consistent.”

Additionally, in order to maintain eligible for grants from the Recreation and Conservation Funding Board (RCFB), the BLCP – Public Facilities and Services Element must also meet the requirements for a parks plan.<sup>45</sup> The City must provide park objectives that are supported by a demands and needs assessment in order to be certificated by the RCFB. The RCFB defines objectives as performance measures to achieve adopted park and recreation goals.<sup>46</sup>

As part of the BLCP – Public Facilities and Services Element, the City is required to establish a process for identifying and siting essential public facilities (EPF) and provide policies to ensure that the BLCP does not preclude the siting of EPFs. EPFs include those facilities that are typically difficult to site, such as such as airports; state education facilities; state or regional transportation facilities, regional transit authority facilities; state and local correctional facilities; solid waste handling facilities; and

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<sup>41</sup> *West Seattle Defense Fund v. City of Seattle*. Final Decision and Order. CPSGMHB Case number 94-3-0016c (April 4, 1995).

<sup>42</sup> RCW 36.70A.050(12)

<sup>43</sup> Puget Sound Regional Council. *Vision 2040*. December 2009. Pg. 89

<sup>44</sup> RCW 36.70A.070(3)(d).

<sup>45</sup> Washington State Recreation and Conservation Funding Board. (2011) *Manual 2: Planning Policies and Guidelines*. (pg. 4 and 10)

<sup>46</sup> Washington State Recreation and Conservation Funding Board. (2011) *Manual 2: Planning Policies and Guidelines*. (pg. 11)

inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities. In establishing the process to site EPFs, local jurisdictions have the ability to establish review criteria to ensure the protection of adjacent properties and require mitigation to prevent adverse impacts. However, local governments cannot include a requirement to revisit or “second-guess” a siting decision that has been made by a regional or state entity by requiring a review of alternative sites and/or demonstration of proportionality.<sup>47</sup>

The CPSGMHB has explained that RCW 36.70A.200’s prohibition against EPF preclusion not only includes a flat-out exclusion, but also a prohibition against the imposition of impracticable permit conditions:

The Board has held that jurisdictions preclude the siting of EPFs when they are rendered impossible or impracticable to site. *Children’s Alliance v. Bellevue*, CPSGMHB Case No. 95-3-0011, FDO, (Jul. 25, 1995), at 12. “Impracticable” is defined as “incapable of being performed or accomplished by the means or at command.” *Port of Seattle v. Des Moines*, CPSGMHB Case No. 97-3-0014, FDO, (Aug. 13, 1997), at 5 (citing Merriam Webster’s Collegiate Dictionary 584 (10th ed. 1996)). Impracticability has taken the form of restrictive zoning (*Children’s Alliance*), comprehensive plan policies directing opposition to a regional decision (*Port of Seattle*), or the imposition of unreasonable requirements (*Hapsmith v. City of Auburn*, CPSGMHB Case No. 95-3-0075c, FDO, May 10, 1996), at 31-2. In *Sound Transit v. City of Tukwila*, the Board found that policies that did not “obligate or authorize the City to deny necessary permits” for an EPF, in that case a light rail system, did not render it impracticable. *Sound Transit v. City of Tukwila*, CPSGMHB Case No. 99-3-0003, (Sep. 15, 1999), at 5.<sup>48</sup>

Finally, successful growth management requires the application of design to public facilities to create livable communities and provide an intentional connection between the built environment and the natural environment.<sup>49</sup> Design is not simply about aesthetics; achieving economic, ecological, and community-based objectives are intimately related to enhancing the physical and visual environment of a community.<sup>50</sup> Therefore, *Vision 2040* calls for protecting significant visual and cultural resources to preserve community character and calls for the development of civic and park spaces in order to maintain and enhance the region’s unique identity that significantly contributes to its economic vitality, social cohesiveness, and quality of life – making the design of the built environment a critical component of a jurisdiction’s comprehensive plan.<sup>51</sup> This objective is furthered by CPP-CU-2 which directs cities to design public buildings and public spaces to contribute to the unique sense of the community and a sense of place.

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<sup>47</sup> *King County, et al v. Snohomish County*. Final Decision and Order. CPSGMHB Case Number 3-3-0011. (October 13, 2003).

<sup>48</sup> *King County, et al v. Snohomish County*. Final Decision and Order. CPSGMHB Case Number 3-3-0011. (October 13, 2003).

<sup>49</sup> Puget Sound Regional Design Team. (2007) *A Regional Design Strategy in Support of VISION 2040 for the Central Puget Sound Region*. Pg. 3.

<sup>50</sup> Puget Sound Regional Design Team. (2007) *A Regional Design Strategy in Support of VISION 2040 for the Central Puget Sound Region*. Pg. 5.

<sup>51</sup> Puget Sound Regional Council. (2009) *Vision 2040*. Pg. 57.

## Required Actions

Based on the applicable state laws<sup>52</sup>, MPPs<sup>53</sup>, CPPs<sup>54</sup>, the Commerce Checklist<sup>55</sup> and the PSRC Reporting Tool<sup>56</sup> the City must make the following modifications to the BLCF:

- *Identify all Publicly Owned Capital Facilities:* The BLCF- Capital Facilities Element does not include an inventory of capital facilities not-owned by the City (e.g. Tacoma Water and Valley Water facilities located in the City). Therefore, the City will need to prepare maps that identify all of public facilities within the City to comply with RCW 36.70A.070(3)(a).
- *Prepare a Map Identifying all Capitals Facilities:* The BLCF – Capital Facilities Element includes a narrative description of City owned capital facilities, but the element does not illustrate the location of the capital facilities as required by RCW 36.70A.070(3)(a).
- *Update the Out of Date Facility Inventory:* The current inventory provided in the BLCF – Capital Facilities Element (Pgs. 8-4 – 8-8) and the BLCF – Park Element (Figures 6-1, 6-2, and Figure 6-13) include much of the information recommended by the Department of Commerce; however, the inventory was completed in 2010 and 2011 respectively.
- *Correct the Inconsistent Population Projections:* The population projections used in the BLCF – Capital Facilities Element are inconsistent with BLCF – Parks Element which are both inconsistent with the population projection in the current BLCF – Land Use Element. The BLCF – Capital Facilities Element utilized a 2022 population of 24,284 as compared to 18,830 people by 2022 established in the Land Use Element and a 2025 population of 35,120 established the Parks Element.
- *Update Needs Assessment:* The City has already established a LOS standard for all of the City’s public facilities and services and at a minimum must update the needs assessment based on revised population allocation numbers. However, the City may want to consider using “proximity and accessibility” for measuring the LOS standard for parks instead of, or in addition to, the currently adopted “per capita standard” LOS standard. Under this approach the LOS standard would use “X% of populations living within ½ mile of open space or trails” instead of “10 acres of open space per 1,000 population.” The State’s Recreation and Conservation Office accepts park LOS standard based on “proximity and accessibility” standard in addition to the standard per capita LOS standard.

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<sup>52</sup> RCW 36.70A.030(13), RCW 36.70A.070(1), RCW 36.70A.070(3), RCW 36.70A.070(4), RCW 36.70A.100, RCW 36.70A.120, RCW, RCW 36.70A.150, RCW 36.70A.200, RCW 36.70A.210, RCW 47.80.023(3), RCW 82.02.050(4), WAC 365-196-415, WAC 365-196-340, WAC 365-196-420, WAC 365-196-550, WAC 365-196-850, and WAC 468-86-150(1)(c).

<sup>53</sup> MPP-G-3, MPP-DP-38 through MPP-DP-41, MPP-PS-1, MPP-PS-2, MPP-PS-4, MPP-PS-7 through MPP-PS-13, and MPP-PS-17 through MPP-PS-20, and PS-Action-4 through PS-Action-6.

<sup>54</sup> CPP-CU-2, CPP-CU-3, CPP-EPF-1 through CPP-EPF-8, CPP-UGA-2.3.1, CPP-UGA-2.3.2, and CPP-UGA-3.

<sup>55</sup> Commerce 1.c, Commerce 1.f, Commerce 3, Commerce 4, Commerce 6, Commerce 7.a, and RCO Manual 2 – Section 3

<sup>56</sup> PSRC Part 1- Regional Design PSRC Part 1 – General Multicounty Planning Policies, PSRC Part 1 – Public Services, PSRC Part 2 – Population and Employment Growth, PSRC Part 2 – The Environment, and PSRC Part 2 – Vision 2040 Actions.

- *Prepare Implementation Strategies and Performance Measures:* The BLCP – Parks, Capital Facilities, and Utility Elements do not provide strategies to implement the goal of each of the element and do not include performance measures to demonstrate whether or not the City is achieving these goals. As part of the Public Facilities and Services Element, the City will need to establish specific strategies that identify how the City will meet the goals for all capital facilities and public services (e.g. parks, water, sewer, police, schools, general governmental services, etc.). The City must also develop a set of performance measures to determine if the implementation strategies have been successful.
- *Add Policies To Ensure Consistency Between the CIP and the Comprehensive Plan:* The City is required to have policies that ensure capital budget decisions are in conformity with the comprehensive plan to ensure compliance with RCW 36.70A.120.
- *Update List of Projects to be funded with Park Impact Fees:* The current BLCP – Parks Element contains a general list of projects that was completed when the Park Element was last updated in 2011. The City will need to review this list and update the list as necessary.
- *Establish Reassessment Strategy:* The BLCP – Capital Facilities Element includes a strategy to monitor the funding for required capital improvements; however, the element lacks a strategy or procedure for the reevaluation of the Land Use Element if funding is not available to provide the required capital improvements. A strategy or procedure for the reevaluation will be added to the new Public Facilities and Services Element. The strategy will be implemented if funding is not available to provide the required capital improvements and to prevent inconsistencies between the adopted LOS standards and the provided LOS standards.
- *Identify a Process for Siting EPFs:* The BLCP – Capital Facilities Element does not identify the process that the City will use to site and review EPFs. The element references that EPFs will be sited in accordance with the BLMC; however, there is not a process in the BLMC for the siting and review EPFs. As part of the BLCP – Public Facilities and Services Element policies will be created to require that all EPFs obtain a special use permit. The BLMC will need to be modified to add a definition of EPF and clearly require that a special use permit is required for all EPFs.
- *Remove Criteria that Requires an Alternative Sites Analysis for EPFs:* The current criteria adopted in the BLCP – Land Use Element requires that EPF proponents demonstrate that the site is better than alternative sites. While an alternative site analysis is allowed for City owned EPFs, this alternative site analysis is not allowed as part of the review of the EPF once the location has been chosen by a state or regional agency. The current criteria adopted in the BLCP – Land Use Element will be amended so that state and regional agencies will not be required to perform an alternative site analysis during the permit review of EPFs. A policy will be added to encourage regional and state agencies to engage in a alternative site analysis as part of the agencies process and encourage those agencies to involve the City in that process. The alternative site analysis is proposed to still be required for City owned EPFs.

## 2.5 ENVIRONMENTAL CONSERVATION

The current BLCP contains a Natural Element which will be re-named Environmental Conservation to reflect Bonney Lake's desire to preserve and protect the community's cherished natural setting.

### Overview

A local jurisdiction comprehensive plan must address the protection of environmental critical areas which includes:

- Maintaining functions and values of hydrological ecosystems and watersheds through the protection, preservation, and restoration of wetlands, lakes, rivers, ponds, streams, and floodplains. As part of preventing pollutants from enter the waters of the state, jurisdictions subject to U.S. Environmental Protection Agency (EPA) National Pollution Discharge Elimination System (NPDES) must also comply with all permit requirements and are encouraged to adopted the Department of Ecology's Stormwater Manual for Western Washington or the equivalent, incorporate relevant land-use recommendations from adopted local watershed plans, and adopt a clearing and grading ordinance.
- Identifying and providing policies to conserve, connect, restore, and prevent impacts to fish and wildlife habitat conservation areas (FWHCA). The CPSGMHB in *Pilchuck, et al v. Snohomish County*<sup>57</sup> found that RCW 36.70A.170 and RCW 36.70A.060 only require cities to designate FWHCA and not every parcel of land that constitutes fish and wildlife habitat. FWHCA include areas where endangered, threatened, and sensitive species have a primary association; habitats and species of local importance (determined locally); commercial and recreational shellfish areas; kelp and eelgrass beds; herring, smelt, and other forage fish spawning areas; naturally occurring ponds under twenty acres and submerged aquatic beds that provide fish or wildlife habitat; waters of the state; lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity; and state natural area preserves, natural resource conservation areas, and state wildlife areas.<sup>58</sup>
- Designating and providing policies to protect the functions and values of geological hazardous areas and prevent impacts associated with development within geological hazardous areas. Geological hazardous areas are areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to the siting of commercial, residential, or industrial development. There is no affirmative mandate associated with this definition except to "protect the functions and values." However, if a local jurisdiction, as the City has, requires lower densities in geologically hazardous areas, the geologically hazardous areas must be mapped using "best available science."

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<sup>57</sup> *Pilchuck, et al v. Snohomish County*. Final Decision and Order. Case Number 95-3-0047c. (December 6, 1995).

<sup>58</sup> WAC365-190-130(2)

- Designating and providing policies to protect the functions and values of Critical Aquifer Recharge Areas (CARAs) and prevent impacts associated with development within CARAs. CARAs are established to protect sources of drinking water that are vulnerable to contamination that would affect the potability of the water or are susceptible to reduced recharging.<sup>59</sup> Potable water is an essential life sustaining element for people and once contaminated it is difficult, costly, and sometimes impossible to clean up. Preventing contamination is necessary to avoid exorbitant costs, hardships, and potential physical harm to people and ecosystems<sup>60</sup>. Therefore, WAC 365-190-100(3) requires cities to classify recharge areas for aquifers according to aquifer vulnerability<sup>61</sup>.
  
- Providing policies and implementation actions to address federal and state clean air laws to reduce pollutants and incorporate the Puget Sound Clean Air Agency’s adopted growth management policies. While air quality is not specifically identified as critical area, protecting air quality is listed as goal of the GMA and both the MPPs and CPPs include specific provisions that require the City to establish policies strategies related air quality. In the Puget Sound Region the primary concern is ground-level ozone, carbon monoxide, and fugitive dust which can damage lung tissue leading to respiratory disease, contribute to cancer and cardiovascular disease, and obscure many of our most scenic vistas, such as views of the Olympic and Cascade mountain ranges, including Mount Rainier.<sup>62</sup>

Policies and strategies to protect the functions and value of critical areas are mandated to be based “best available science.”<sup>63</sup> The CPSGMH in *DOE/CTED v. City of Kent* (Kent) referencing *Honesty in Environmental Analysis and Legislation v. Seattle*, 96 Wn. App. 522, 979 P.2d 864 (1999) stated, “...purpose of the best available science requirement is to ensure that critical areas regulations are not based on speculation and surmise, but on meaningful, reliable, relevant evidence.”<sup>64</sup> The CPSGMHB also found in Kent that there is no bright-line definition of “best available science” but rather a requirement to consider the following factors as established in *Ferry County v. Concerned Friends of Ferry County, et al.*, 155 Wn.2d 824, 123 P.3d 102 (2005):

- (1) The scientific evidence contained in the record;
- (2) Whether the analysis by the local decision-maker of the scientific evidence and other factors involved a reasoned process;

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<sup>59</sup> WAC 365-090-030(3)

<sup>60</sup> WAC 365-190-100(1)

<sup>61</sup> Vulnerability is the combined effect of hydrogeological susceptibility to contamination and the contamination loading potential. High vulnerability is indicated by land uses that contribute directly or indirectly to contamination that may degrade groundwater, and hydrogeological conditions that facilitate degradation. Low vulnerability is indicated by land uses that do not contribute contaminants that will degrade groundwater, and by hydrogeological conditions that do not facilitate degradation. Hydrological conditions may include those induced by limited recharge of an aquifer. Reduced aquifer recharge from effective impervious surfaces may result in higher concentrations of contaminants than would otherwise occur. (WAC 365-190-100(3))

<sup>62</sup> Puget Sound Regional Council. *Vision 2040*. 2008 pg. 39.

<sup>63</sup> RCW 36.70A.172(1)

<sup>64</sup> *Washington State Department of Ecology and Washington State Department of Commerce, Trade, and Economic Development v. City of Kent*. Final Decision and Order. Case Number 05-3-0034. (April 19, 2006).

and (3) Whether the decision made by the local government was within the parameters of the Act as directed by the provisions of RCW 36.70A.172(1).

In other words, a jurisdiction is not required to win the scientific argument, but only demonstrate that the jurisdiction regulations are based on reliable evidences reviewed through a reasoned process.

In addition to the critical areas identified in the GMA, cities in the central Puget Sound Region are required to address climate change and noise. While addressing climate change and noise are neither specifically addressed in the GMA goals established by RCW 36.70A.020 nor the mandatory elements established by RCW 36.70A.070, the City is required to be consistent with adopted MPPs and CPPs pursuant to RCW 36.70A.100 and RCW 36.70A.210. Both the MPPs and CPPs include specific provisions that require the City to establish goals, policies, strategies, and performance measures related to the reduction of greenhouse gas emissions and to address adaptation to the effects of climate change. The CPPs include specific provisions that the local jurisdictions must mitigate noise impacts.

## Required Actions

Based on the applicable state laws<sup>65</sup>, MPPs<sup>66</sup>, CPPs<sup>67</sup>, the Commerce Checklist<sup>68</sup> and the PSRC Reporting Tool<sup>69</sup> the City must make the following modifications to the BLCP:

- *Update the Out of Date Critical Area Maps:* The critical area maps were prepared in 2004 and have not been update since. As part of the update the City will prepare a Map Folio that includes maps for the floodplains, wetlands, streams, and impaired water bodies. The maps will be based on known conditions and reflect changes in the wetland classification methodology
- *Provide Maps of Geological Hazardous Areas:* Maps will be prepared to identify the geologically hazardous areas within the City based on the criteria established for each of the following types of hazards: erosion hazard (WAC 365-190-120(5)); landslide hazard (WAC 365-190-120(6)); seismic hazard (WAC 365-190-120(7)); and/or areas subject to other geological events such as coal mine hazards and volcanic hazards (WAC 365-190-120(8)).
- *Add Policies Related to Air Quality:* A new section will be added to the BLCP – Environmental Conservation Element to establish goals, policies, strategies, and performance measures related to the reduction of ground-level ozone, carbon monoxide, and fugitive dust and incorporate the policies of the Puget Sound Clean Air Agency.

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<sup>65</sup> RCW 36.70A.020(9), RCW 36.70A.020(10), RCW 36.70A.050, RCW 36.70A.070(1), RCW 36.70A.100, RCW 36.70A.172, RCW 36.70A.210, RCW 70.235.020(1)(a), RCW 90.56.010(26), WAC 365-090-030(3), WAC 365-190-080, WAC 365-190-090, WAC 365-190-110, WAC 365-190-120, WAC 365-190-130, WAC 365-196-405(1)(d), WAC 365-196-485(1)(b), WAC 365-196-485(1)(d) through WAC 365-196-485(1)(f), WAC 365-196-485(2)(a), WAC 365-196-485(2)(d) WAC 365-195-900 through WAC 365-195-925, and WAC 356-196-485.

<sup>66</sup> MPP-En-13 through MPP-En-25, MPP-DP-45, MPP-T-5 though MPP-T-7, MPP-PS-1, MPP-PS-12, MPP-PS-13.

<sup>67</sup> CPP-Env-2, CPP-Env-4, CWPP-Env-5, CPP-Env-7, CPP-Env-16, CPP-Env-17, CPP-Env-20, CPP-Env-21, CPP-Env-26, and CPP-Env-28 through CPP-Env-31.

<sup>68</sup> Commerce 1.j, Commerce1.k, and Commerce 7.a.

<sup>69</sup> Part 1 – The Environment and PSRC Part 2 – The Environment.

- *Add Policies to Address Climate Change:* The BLCP does not include specific provisions to reduce greenhouse gas emissions and to adapt to the effects of climate change as required by both the MPPs and CPPs. A new section will be added to the BLCP – Environmental Conservation Element to establish goals, policies, related to the reducing greenhouse gas emissions and adapting to the effects of climate change.
  
- *Development Implementation Strategies and Performance Measures:* The BLCP – Natural Environment Element does not provide strategies or guidance to protect and preserve waters of the state and performance measures to demonstrate whether or not the City is achieving the goal of preserving and protecting waters of the state. As part of the new Environmental Conservation Element, the City will establish specific strategies that identify the how the City will:
  - Ensure the protection of waters of the state;
  - Protect geological hazardous areas,
  - Protect CARAs;
  - Preserve FWHCA and to restore native vegetation to improve FWHCA;
  - Address noise impacts;
  - Reduce greenhouse gas emissions;
  - Adapt to the effects of climate change; and
  - Reduce ground-level ozone, carbon monoxide, and fugitive dust.

The City will also develop a set of performance measures to determine if is achieving the goal of preserving and protecting the waters of the State

- *Establish Policies Related to the Biological Opinion for the Management of Floodplains:* On September 22, 2008, the National Marine Fisheries Service (NMFS) issued a Biological Opinion (BiOP) requiring changes to the implementation of FEMA’s National Flood Insurance Program in order to meet the requirements of the Endangered Species Act (ESA) in the Puget Sound watershed. In order for the City and its residence to continue to be able to receive flood insurance from FEMA, the City is required to comply with federal environmental quality standards for the protection of floodplains as established by the Biological Opinion issued by National Marine Fisheries.
  
- *Update the Out of Date Wetland Classification:* The wetland classification system referenced in the BLCP – Natural Element is out of date as the section was written prior to the issuance of the Washington Departments of Ecology (DOE) and Fish and Wildlife’s (WDFW) *Wetlands in*

*Washington State, Volume 1: A Synthesis of Science* (March 2005) and *Wetlands in Washington State, Volume 2: Managing and Protecting Wetlands* (April 2005).

- *Identify Impaired Water Bodies:* The current BLCP – Natural Environmental Element does not contain a map or list identifying the impaired water bodies within the City and the nature of the impairment (e.g. invasive species, invasive plants, water quality, etc.).
- *Establish Restoration Polices or Goals:* *Vision 2040* establishes policies that call for the enhancement of habitat and the restoration of native vegetation<sup>70</sup>; however, the BLCP – Natural Element does not contain similar policies and as such is not consistent with the adopted MPPs.

## 2.6 SHORELINE

### Overview

RCW 36.70A.480(1) incorporated the goals and policies of the Shoreline Management Act (SMA) as set forth in RCW 90.58.020 into the goals of the GMA as set forth in RCW 36.70A.020; therefore, the goals and policies of the City’s new Shoreline Master Program (SMP) are considered an element of the BLCP.

### Required Actions

Based on the applicable state laws<sup>71</sup>, MPPs<sup>72</sup>, CPPs<sup>73</sup>, the Commerce Checklist<sup>74</sup> and the PSRC Reporting Tool<sup>75</sup> the City must make the following modifications to the Bonney Lake Comprehensive Plan:

- *Add a Shoreline Element:* The current goals and policies in the BLCP related to the shoreline were not adopted as part of the Bonney Lake Shoreline Management Master Program (SMMP) in 1975, but were inserted during the last periodic update of the BLCP. RCW 36.70A.480 requires that the goals and policies of a jurisdiction’s SMP be included as an element of the comprehensive plan. As part of the required update of the City’s 1975 SMMP, the City prepared a new Shoreline Element that once adopted will contain the goals and policies of the new SMP in order to comply with the requirement of RCW 36.70A.480.

## 2.7 COMMUNITY HEALTH

### Overview

In 2005, the State Legislature amended RCW 36.70A.070(1) requiring local jurisdictions to consider urban planning approaches that promote physical activity. The addition of this requirement is based research studies that have linked land use patterns and travel behavior to a decrease in physical activity which has become a growing health problem contributing to obesity, osteoporosis, depression, and

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<sup>70</sup> MPP-En-9 and MPP-En-12

<sup>71</sup> RCW 36.70A.100, RCW 36.70A.2010, RCW 36.70A.480 and WAC 365-196-580.

<sup>72</sup> MPP-En-14.

<sup>73</sup> CPP-Env-16.4 through CPP-Env-16.7.

<sup>74</sup> Commerce 7.a and Commerce 8.

<sup>75</sup> PSRC Part 1 – The Environment (Water Quality).

premature death.<sup>76</sup> The existing BLCP contains numerous policies focused on improving the environment for walking and bicycling in the City for transportation and recreation. The Parks Elements calls for continued development of parks and open space areas with opportunities for passive and active recreation, connected by a safe and accessible network of trails, sidewalks, and bicycle facilities. Policies and provisions in the Transportation Element call for investments in transportation facilities and programs to reduce adverse health impacts and promote active transportation options. The Community Character Element contain policies supporting the needs of pedestrian and bicyclist. The City also prepared the *Bonney Lake Non-Motorized Transportation Plan* in 2007 with the intent of making Bonney Lake a more walkable community in part to encourage residents to become more active. This provisions meet the requirements established by RCW 36.70A.070(1).

However, the City must also demonstrate that the City’s comprehensive plan is consistent with adopted MPPs and CPPs,<sup>77</sup> pursuant to RCW 36.70A.020(13), both of which contain policies relate to improving the overall health of a community, in addition to the state requirement to encouraging physical activity.

## Required Actions

Based on the applicable state laws<sup>78</sup>, MPPs<sup>79</sup>, CPPs<sup>80</sup>, the Commerce Checklist<sup>81</sup> and the PSRC Reporting Tool,<sup>82</sup> the City must make the following modifications to the BLCP:

- *Develop Policies related to Community Health.* While the City is not required to have a separate element specifically for community health, the City is required to demonstrate how the City will incorporate health and well-being in to the local planning and decision making process. Aside from active transportation, the CPPs and MPPs embrace a broader concept of “health and well-being” that include access to healthy foods; safety and injury prevention; and the collocating health and human services near transit.

## 2.8 ECONOMIC DEVELOPMENT

### Overview

An economic development element establishing local goals, policies, objectives, and provisions for economic growth and vitality was not one of the original mandatory elements when the State legislature adopted the GMA, but was added in March of 2002 as part of Second Substitute House Bill (SSHB) 2697. As part of SSBH 2697, the State also adopted RCW 36.70A.070(9) which provided that any requirement to add a new mandatory element to a local comprehensive is “...null and void until funds sufficient to cover applicable local government costs are appropriated and distributed by the state at least two years before local government must update comprehensive plans as required in RCW

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<sup>76</sup> Puget Sound Regional Council. *Vision 2040*. 2008 pg. 58

<sup>77</sup> RCW 36.70A.100, RCW 36.70A.210(1), and RCW 36.70A.210(7)

<sup>78</sup> RCW 36.70A.020, RCW 36.70A.100, RCW 36.70A.210, and WAC 365-196-450.

<sup>79</sup> MPP-G-1, MPP-DP-34, and MPP-DP-37.

<sup>80</sup> CPP-HAC-1, CPP-HAC-2, CPP-HAC-3, and CPP-HAC-4.

<sup>81</sup> Commerce 7.a.

<sup>82</sup> PSRC Part 1 – Regional Design.

36.70A.130.” Since the State has not appropriated funds for the development of an economic development element, there is not a state mandated to have this element at this time. However, while the GMA does not mandate the incorporation of an economic development element, the City must demonstrate that the BLCP is consistent with adopted MPPs and CPPs, which both contain policies relate economic development. The simplest way to demonstrate this compliance is with the inclusion of an economic development element that meets the MPPs and CPPs, but is not required to include the items identified in RCW 36.70A.070(7).

### **Required Actions**

No Action is required based on the applicable state laws<sup>83</sup>, MPPs<sup>84</sup>, CPPs<sup>85</sup>, the Commerce Checklist<sup>86</sup> and the PSRC Reporting Tool.<sup>87</sup>

## **2.9 CULTURAL RESOURCES AND HERTIAGE**

### **Overview**

While the City is not required to have an element specifically for culture and historic preservation, local jurisdictions must be guided by RCW 36.70A.020(13) which calls on cities to identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance.<sup>88</sup> In addition to the requirements of RCW 36.70A.020(13), the City must also demonstrate that the BLCP is consistent with adopted MPPs and CPPs,<sup>89</sup> which both contain policies relate to the protection and preservation of cultural and historic resources.

### **Required Actions**

No Action is required based on the applicable state laws<sup>90</sup>, MPPs<sup>91</sup>, CPPs<sup>92</sup>, the Commerce *Checklist*,<sup>93</sup> and the PSRC *Reporting Tool*.<sup>94</sup>

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<sup>83</sup> RCW36.70A.070(7), RCW 36.70A.070(9), RCW 36.70A.100, RCW 36.70A.210.

<sup>84</sup> MPP-Ec-1through MPP-Ec-20.

<sup>85</sup> CPP-Ec-1 through CPP-Ec-7.

<sup>86</sup> Commerce 7.a.

<sup>87</sup> PSRC Part 1 – Development Patterns – Orderly Development: Economic Development.

<sup>88</sup> WAC 365-196-450(1)

<sup>89</sup> RCW 36.70A.100, RCW 36.70A.210(1), and RCW 36.70A.210(7)

<sup>90</sup> RCW36.70A.070(1), RCW 36.70A.100, RCW 36.70A.210, and WAC 365-196-405(2)(j).

<sup>91</sup> MPP-DP-43 through MPP-DP-47, and MPP-T-15.

<sup>92</sup> CPP-HW-1.

<sup>93</sup> Commerce 1.b and Commerce 7.a.

<sup>94</sup> PSRC Part 1 – Health and Activity Living.

## 3.0 DEVELOPMENT REGULATIONS

### 3.1 CRITICAL AREA REGULATIONS

#### Overview

Two of the established goals of the GMA relate directly to the natural environment. One goal is to, “[e]ncourage the retention of open space and development of recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks.”<sup>95</sup> The other goal is to, “[p]rotect the environment and enhance the state’s high quality of life, including air and water quality, and the availability of water.”<sup>96</sup> GMA defines critical areas as CARAs, FWHCAs, frequently flooded areas, geologically hazardous areas, and wetlands.<sup>97</sup> The GMA also specifically requires that jurisdictions adopt development regulations to protect the functions and values of all critical areas<sup>98</sup> based on “best available science.”<sup>99</sup>

As part of the adoption of the new SMP, the City was required to complete a review of the City’s existing development regulations for critical areas to determine if the regulations were consistent with applicable state requirements.<sup>100</sup> The City determined that the regulations for CARAs, Floodplains, Geologically Hazardous Areas, and FWHCA were consistent with the state requirements. However, the City’s wetland regulations were not consistent with current state requirements. In order to correct this deficiency, as part of the SMP update, the City is updating the CAO regulations to bring the City’s wetland regulations into compliance with state law, the Washington Departments of Ecology (DOE) and Fish and Wildlife’s (WDFW) *Wetlands in Washington State, Volume 1: A Synthesis of Science* (March 2005) and *Wetlands in Washington State, Volume 2: Managing and Protecting Wetlands* (April 2005).

#### Required Actions

Based on the applicable state laws, MPPs<sup>101</sup>, CPPs<sup>102</sup>, and the Commerce Checklist<sup>103</sup> the City will have to make the following changes to the City’s critical area regulations:

- *Update Floodplain Regulations:* In 2013, the Department of Ecology conducted a Community Assistance Visit (CAV) in order to review how the City was addressing the regulation of

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<sup>95</sup> RCW 36.70A.020(9)

<sup>96</sup> RCW 36.70A.020(10)

<sup>97</sup> RCW 36.70A.030(5)

<sup>98</sup> RCW 3670A.060

<sup>99</sup> RCW 36.70A.172

<sup>100</sup> RCW 36.70A.030(5), RCW 36.70A.030(9), RCW 36.70A.170, RCW 36.70A.060(2), and RCW 36.70A.172(1), RCW 36.70A.370, RCW 36.70A.570, RCW 76.09.240, WAC 173-22-035, WAC 175-158-040, WAC 365-190-110 through WAC 365-190-130, WAC 365-196-830(2), Chapter WAC 365-195

<sup>101</sup> MPP-En-13 through MPP-En-25, MPP-DP-45, MPP-T-5 though MPP-T-7, MPP-PS-1, MPP-PS-12, MPP-PS-13.

<sup>102</sup> CPP-Env-2, CPP-Env-4, CWPP-Env-5, CPP-Env-7, CPP-Env-16, CPP-Env-17, CPP-Env-20, CPP-Env-21, CPP-Env-26, and CPP-Env-28 through CPP-Env-31.

<sup>103</sup> Commerce 10

floodplains, both under the requirements of State and the NMFS BiOP. The CAV report found that the following modifications were required to the City’s floodplain regulations:

- BLMC 16.26.030.B must reference the date of the Flood Insurance Map (FIRM) and does not provide the physical address where the City maintains the paper copies of the FIRM.
- BLMC 16.26.060.E must include language that advises property owners that failure to elevate the home a minimum of two feet above the base flood elevation will result in higher insurance rates.
- BLMC 16.26.080 must include language to require that ductwork in crawl space be either above the base flood elevation or sealed to prevent floodwaters from entering the duct work and that buildings with a crawl spaces will have higher flood insurance rates.
- Language must also be added that states flood insurance rates for flood-proofed non-residential buildings will be based on the elevation one foot below the flood-proofed elevation.
- Language must also be added to require a habitat assessment any time that development is authorized in the floodplain.

## **3.2 SHORELINE MASTER PROGRAM**

### **Overview**

In 2003, the state legislature amended to the GMA to add the goals and policies of the SMA as set forth in RCW 90.58.020 as the fourteen goal of the GMA. The legislature also required that once a local jurisdiction completes the required update of its SMP, critical areas located within the jurisdiction of SMA must be regulated under the SMP and not the critical areas regulations adopted under the GMA.

Over the last five years, staff has been working with a citizen advisory committee, consultants, the Cascade Water Alliance, the Department of Ecology, and the Planning Commission to develop an SMP that balances the environmental protections mandated by the state, private property rights, and recreational usage of the shoreline. As part of the updated SMP, the City adopted its CAO requirements by reference to comply with the requirements of RCW 36.70A.480(4) and WAC 365-196-580. This approach has been utilized by a number of jurisdictions and is acceptable to the state.

### **Required Actions**

No further action related to shoreline development regulations is required as part of the 2015 Comprehensive Plan Update, based on the applicable state laws,<sup>104</sup> and the Commerce Checklist.<sup>105</sup>

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<sup>104</sup> RCW 36.70A.070, RCW36.70A.480, RCW 90.58.090(4), and WAC 365-190-580

<sup>105</sup> Commerce 11

### 3.3 ZONING CODE

#### Overview

As part of the 2015 Comprehensive Plan Update, the City of Bonney Lake must demonstrated that the City's Zoning Code:

- Allows family daycare providers in all residential structures in both residential and commercial zones;
- Regulates manufactured housing the same as site-built housing;
- Regulates residential structures that are occupied by persons with handicaps, as defined under the Federal Fair Housing Amendments Act of 1988,<sup>106</sup> the same as similar residential structures occupied by a family or other unrelated individuals; and
- Allows electrical vehicle battery charging stations in all commercial zones of the City.

The City is in compliance with most of these requirements. The City has adopted Chapter 15.08 BLMC – Manufactured Homes which specifically allows manufactured homes in all residential zones subject to limitations that are consistent with RCW 35A.21.312. The City's Zoning Code does not contain any special provisions related to residential structures occupied handicapped individuals. However, the City has not developed regulations allowing for electrical vehicle battery charging stations and does not allow family day cares in the C-2 and Eastown zones which allow residential structures.

#### Required Actions

Based on the applicable state laws,<sup>107</sup> and the Commerce Checklist,<sup>108</sup> the City as part of the 2015 update process will have to make the following changes to the City's Zoning Code:

- *Added Family Day Care Centers to the List of Permitted Use in the C-2 and Eastown Zones:* Both of these zones allow residential uses; however, family day cares are not listed as a permitted use in these zones. Pursuant to RCW 36.70A.450, the City cannot enact, enforce, or maintain an ordinance, development regulation, zoning regulation, or official control, policy, or administrative practice that prohibits the use of a residential dwelling, located in an area zoned for residential or commercial use, as a family day-care provider's home facility.
- *Develop an Electrical Vehicle Regulations.* By July 1, 2011, the City was required to develop regulations allowing battery charging stations in all commercially zoned areas.<sup>109</sup>

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<sup>106</sup> 42 U.S.C Sec. 3602

<sup>107</sup> RCW 36.70A.450, RCW 36.70A.695, and WAC 365-196-850

<sup>108</sup> Commerce 12

<sup>109</sup> RCW 36.70A.695(3)

## 3.4 SUBDIVISION CODE

### Overview

The City's Subdivision Code (Title 17 BLMC) was developed to regulate the division of land, promote the public health, safety, and general welfare in accordance with adopted standards, and implement the BLCF. The City's Subdivision Code requires the adoption of written findings that a proposed subdivision or short subdivision provides appropriate provisions for streets or roads, sidewalks, alleys, other public ways, transit stops, and other features that assure safe walking conditions for students; potable water supplies, sanitary wastes, and drainage ways (stormwater retention and detention); open spaces, parks and recreation, and playgrounds; and schools and school grounds.

### Required Changes

No changes to the City's Subdivision Code are required as part of the 2015 Comprehensive Plan Update, based on a review of the applicable state laws,<sup>110</sup> and the Commerce Checklist.<sup>111</sup>

## 3.5 CONCURRENCY, IMPACT FEES, AND TRANSPORTATION DEMAND MANAGEMENT (TMD)

### Overview

Pursuant to RCW 36.70A.070(6)(b), all local jurisdictions in the Central Puget Sound Region must have a concurrency regulations that prohibit development if the development causes the LOS standard on a locally owned transportation facility to decline below the LOS standards adopted in the transportation element, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development.<sup>112</sup> In order to comply with this requirement the City has adopted Chapter 19.02 BLMC – Concurrency Management. As part of the rewrite of the City's transportation plan, the City has hired a consultant to review the City's traffic concurrency program to ensure that the City's regulations are in compliance with state law. Upon completion of this review, changes may be required to bring the City into compliance with state law.

Additionally, the City must review the City's impact fee programs (parks, traffic, and school) to ensure that the provisions are consistent with the requirements of RCW 82.02.050 through RCW 82.02.100. Jurisdictions are authorized to impose impact fees on development activity as part of the financing for public facilities, provided that the financing is for system improvements to serve new development and must provide for a balance between impact fees and other sources of public funds. Impact fees may only be collected and spent on public facilities in a capital facilities plan adopted pursuant to the provisions of RCW 36.70A.070. The City's impact fee program is consistent with the mandatory requirements of RCW 82.02.050 through RCW 82.02.100; except for the City's park and school impact

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<sup>110</sup> RCW 36.70A.030(7), RCW 36.70A.040(4)(d), RCW 36.70A.070(6)(a)(vi), Chapter 58.17 RCW, and WAC 365-196-820

<sup>111</sup> Commerce 13

<sup>112</sup> *Hensley/McVittie v. Snohomish County*. CPSGMHB Case No. 01-3-0004c. Order Finding Compliance and Final Decision and Order. (June 17 2002).

fees regulations, which requires the funds to be spent within 6 years of receipt of the funds instead of the 10 years now allowed under RCW 82.02.070(3)(a).

## Require Actions

Based on the applicable state laws,<sup>113</sup> and the Commerce Checklist,<sup>114</sup> the City as part of the 2015 update process will have to, at a minimum, make the following changes:

- *Extend the Timeframe to Spent School and Park Impact Fees:* Currently the City's park and school impact fee programs require the funds to be spent within 6 years of receipt or refunded to the applicant that paid the impact fees. In 2011, the state legislature amended RCW 82.02.070(3)(a) extending the timeframe to spent collected impact fees to 10 years. The City adopted the longer timeframe for the transportation impact fees, but did not amend the park and school impact fee regulations to provide for the longer timeframe.

## 3.6 ESSENTIAL PUBLIC FACILITIES

### Overview

The City is required to provide a process for identifying and siting EPFs and cannot adopted development regulations that preclude the siting of EPFs.<sup>115</sup> Additionally, the City cannot establish a process that would allow the City to deny a permit for the siting of an EPF.<sup>116</sup> As part of the process to review and site EPFs state law<sup>117</sup> allows the City to:

- Impose reasonable conditions on EPFs necessary to mitigate the impacts. The combination of any existing development regulations and any conditions may not render impossible or impracticable the siting, development, or operation of the EPF;
- Provide notice and an opportunity to comment to other interested counties and cities and the public.
- Require a use permit, but the process used must ensure a decision on the EPF is completed without unreasonable delay.
- Impose design conditions to make an EPF compatible with its surroundings. Cities may also consider provisions for amenities or incentives for neighborhoods in which the EPF is sited. Any conditions imposed must be necessary to mitigate an identified impact of the EPF.

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<sup>113</sup> 82.02.080(1)

<sup>114</sup> Commerce 14

<sup>115</sup> RCW 36A.70A.200(5)

<sup>116</sup> WAC 365-196-550(6)(a)

<sup>117</sup> WAC 365-196-500(5) and WAC 365-196-550(6)

The City's zoning code does not currently contain a process to review or permit EFPs within the City. Additionally, the City's Land Use Matrix excludes EPF from most zoning districts within the City which is a violation RCW 36.70A.200(5).

## Required Actions

Based on the applicable state laws,<sup>118</sup> and the Department of Commerce Checklist,<sup>119</sup> the City as part of the 2015 update process will have to make the following changes to the Zoning Code:

- *Amend the Land Use Matrix to Allow EFPs:* The City will need to amend the land use matrix codified in BLCM 18.08.020 to allow EFPs in all zoning districts. In order to ensure that all impacts associated with EFPs are sufficiently mitigated the City will require that all EFPs obtain a special use permit.
- *Establish a Use Permit for EFPs:* The City will need to develop a permit type for EPF and establish the criteria for the review of the permit consistent with the requirements of WAC 365-196-550.

## 3.7 PROJECT REVIEW PROCESS

### Overview

In 1995, the state legislature adopted the Regulatory Reform Act (Engrossed Senate House Bill 1724) codified as Chapter 36.70B RCW finding that:<sup>120</sup>

- The number of environmental laws and development regulations have increased for land uses and development, so have the number of required local land use permits, each with its own separate approval process.
- The increasing number of local and state land use permits and separate environmental review processes required by agencies has generated continuing potential for conflict, overlap, and duplication between the various permit and review processes.
- This regulatory burden has significantly added to the cost and time needed to obtain local and state land use permits and has made it difficult for the public to know how and when to provide timely comments on land use proposals that require multiple permits and have separate environmental review processes.

The Regulatory Reform Act required that the project review processes integrate permit and environmental review; provide for a notice of application, a notice of complete application, notice of decision, one open-record public hearing, and one closed-record appeal; and allow applicants to combine public hearings and decisions for multiple permits.

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<sup>118</sup> RCW 36.70A.200(5) and WAC 365-196-550

<sup>119</sup> Commerce 15

<sup>120</sup> RCW 36.70B.010

In order to comply the requirements of the Chapter 36.70B RCW, the City adopted Title 14 BLMC – Development Code Administration. The provision found in Title 14 are in substantial compliance with the mandatory requirements of Chapter 36.70B RCW; however, there are some provisions that are not in full compliance with the requirements.

### Required Actions

Based on the applicable state laws,<sup>121</sup> and the Commerce Checklist,<sup>122</sup> the City as part of the 2015 update process the City will have to make the following changes to Title 14:

- *Modify Regulations Related to Public Notice of Permit Applications:* The City’s current regulations related to the public notice of application for projects that are not exempt from the State Environmental Policy Act (SEPA) provide that the public notice of application should be issued at the same time that the City issues a threshold determination under SEPA. This provision must be amended to ensure that any required public notice of application is issued within 14 days of the notice of complete application. The City may combine notices issued under SEPA with the notice of application, but cannot hold back the notice of application until a SEPA threshold determination has been reached by the City.

### 3.8 GENERAL PROVISIONS

In general, a local jurisdiction’s development regulations are required to be consistent with the jurisdiction’s comprehensive plan and implement the policies contained within the comprehensive plan.<sup>123</sup> Additionally, the City’s development regulations must provide sufficient capacity of land suitable for development within their jurisdictions to accommodate allocated housing and employment growth, including the accommodation of, as appropriate, the medical, governmental, educational, institutional, commercial, and industrial facilities related to such growth, consistent with the applicable CPPs, MPPs, and the twenty-year population forecast from OFM as allocated by Pierce County.<sup>124</sup> The City’s current development regulations comply with these general requirements.

Additionally, in the drafting of development regulations, cities must use the *Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property* (December 2006) issued by the Washington State Attorney General pursuant to RCW 36.70A.370, to assure that governmental actions do not result in an unconstitutional taking of private property. Procedures for avoiding takings, such as variances or exemptions, should be built into the overall regulatory process.<sup>125</sup> The Advisory Memorandum was developed to provide state agencies and local governments with a tool to assist in the process of evaluating whether proposed regulatory or administrative actions may result in an unconstitutional taking of private property or raise substantive due process concerns.<sup>126</sup> The City’s development

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<sup>121</sup> RCW 36.70A.470, Chapter 36.70B, Chapter 43.21C RCW, and WAC 365-196-845

<sup>122</sup> Commerce 16

<sup>123</sup> RCW 36.70A.040(3)

<sup>124</sup> RCW 36.70A.115

<sup>125</sup> WAC 365-196-855

<sup>126</sup> State Of Washington Office of the Attorney General. (December 2006) *Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property*. Pg. 1

regulations are consistent with the guidelines established in the Advisory Memorandum. The City's development regulations also include variance procedures as recommended by WAC 365-196-855.

### **Required Actions**

No Action is required based on the applicable state laws<sup>127</sup>, the AG's Advisory Memorandum, and the Department of Commerce's *Periodic Update Checklist for Cities*.<sup>128</sup>

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<sup>127</sup> RCW 36.70A.020(11), RCW 36.70A.035, RCW 36.70A.130, RCW 36.70A.170, RCW 36.70A.370, and WAC 365-193-855.

<sup>128</sup> Commerce 17

## Comprehensive Plan Update Mandatory Task Progress Chart

Task Number	Consistency Report Section	Consistency Report Page Number	Description	Status	Notes
2.1.A	Land Use	4	Update the FLUM		
2.1.B	Land Use	4	Update Out of Date Growth Targets		
2.1.C	Land Use	4	Correct Inconsistent Population Projections		
2.1.D	Land Use	4	Update Buildable Lands Inventory	In Progress	Staff has being working with the County on the Assumption that will be used in the next Buildable Lands Report. The final draft is scheduled to be released in June 2014
2.1.E	Land Use	4	Update Out of Date Employment Targets		
2.1.F	Land Use	4	Establish Implementation Strategies and Performance Measures		
2.1.G	Land Use	5	Establish Policies Regarding Street Interconnectivity and Transit Use		
2.1.H	Land Use	5	Identify Open Space Corridors		
2.1.J	Land Use	5	Establish Policies to Encourage the Recreational Use of Open Space		

<b>Task Number</b>	<b>Consistency Report Section</b>	<b>Consistency Report Page Number</b>	<b>Description</b>	<b>Status</b>	<b>Notes</b>
2.2.A	Housing	6	Update Out of Date Inventory	Complete	Staff has prepared the <i>Bonney Lake Community Profile</i> which includes an updated housing inventory.
2.2.B	Housing	6	Add Housing Capacity Information		
2.2.C	Housing	7	Add Policies Regarding the Protection of Existing Neighborhoods		
2.2.D	Housing	7	Establish Implementation Strategies and Performance Measures		
2.2.E	Housing	7	Address Comments from PSRC's Certification Report		
2.3.A	Transportation	8	Address Inconsistent Land Assumptions		
2.3.B	Transportation	8	Update Out of Date Transportation Facility Inventory	In Progress	The City's GIS Division and SCJ have developed a preliminary inventory of all of the transportation related facilities within the City
2.3.C	Transportation	8	Update Out of Date and Inconsistent Level of Service (LOS) Projections		
2.3.D	Transportation	9	Establish Multi-Modal LOS Standards	In Progress	SCJ has prepared draft documents which have been reviewed by the Planning and Public Works. Staff is working to setup a meeting with SCJ to discuss the comments and concerns.

<b>Task Number</b>	<b>Consistency Report Section</b>	<b>Consistency Report Page Number</b>	<b>Description</b>	<b>Status</b>	<b>Notes</b>
2.4.A	Public Facilities and Services	12	Identify all Publicly Owned Capital Facilities		
2.4.B	Public Facilities and Services	12	Prepare a Map Identifying all Capitals Facilities		
2.4.C	Public Facilities and Services	12	Update the Out of Date Facility Inventory		
2.4.D	Public Facilities and Services	12	Correct the Inconsistent Population Projections		
2.4.E	Public Facilities and Services	12	Update Needs Assessment		
2.4.F	Public Facilities and Services	13	Prepare Implementation Strategies and Performance Measures		
2.4.G	Public Facilities and Services	13	Add Policies To Ensure Consistency Between the CIP and the Comprehensive Plan		
2.4.H	Public Facilities and Services	13	Update List of Projects to be funded with Park Impact Fees		
2.4.I	Public Facilities and Services	13	Establish Reassessment Strategy		
2.4.J	Public Facilities and Services	13	Identify a Process for Siting EPFs		
2.4.K	Public Facilities and Services	13	Remove Criteria that Requires an Alternative Sites Analysis for EPFs		

<b>Task Number</b>	<b>Consistency Report Section</b>	<b>Consistency Report Page Number</b>	<b>Description</b>	<b>Status</b>	<b>Notes</b>
2.5.A	Environmental Conservation	16	Update the Out of Date Critical Area Maps		
2.5.B	Environmental Conservation	16	Provide Maps of Geological Hazardous Areas		
2.5.C	Environmental Conservation	16	Add Policies Related to Air Quality		
2.5.D	Environmental Conservation	17	Add Policies to Address Climate Change		
2.5.E	Environmental Conservation	17	Development Implementation Strategies and Performance Measures		
2.5.F	Environmental Conservation	17	Establish Policies Related to the Biological Opinion for the Management of Floodplains		
2.5.G	Environmental Conservation	17	Update the Out of Date Wetland Classification		
2.5.H	Environmental Conservation	18	Identify Impaired Water Bodies		
2.5.I	Environmental Conservation	18	Establish Restoration Polices or Goals		

<b>Task Number</b>	<b>Consistency Report Section</b>	<b>Consistency Report Page Number</b>	<b>Description</b>	<b>Status</b>	<b>Notes</b>
2.6.A	Shoreline Element	18	Add a Shoreline Element	In Progress	The City Council adopted Resoultion 2297 on January 28, 2014 notifying the Department of Ecology of the City's intent to adopted a Shoreline Master Program. As part of this new SMP, the Council is adopting a new Shoreline Element. The SMP is currently undergoing DOE Review and is scheduled to be adopted in November or December of 2014
2.7.A	Community Health	19	Develop Policies related to Community Health		
3.1.A	Critical Area Regulations	21	Update Floodplain Regulations		
3.3.A	Zoning Code	23	Added Family Day Care Centers to the List of Permitted Use in the C-2 and Eastown Zones		
3.3.B	Zoning Code	23	Develop an Electrical Vehicle Regulations		
3.5.A	Concurrency, Impact Fees, and TMD	25	Extend the Timeframe to Spent School and Park Impact Fees	Partially Complete	The City Council adopted Ordinance 1478 Febraury 25, 2014 adopting new school impact fees. As part of this Ordinance the City Council also extended the time period for spending school impact fees to 10 years.
3.6.A	Essential Public Facilities	26	Amend the Land Use Matrix to Allow EPFs		

<b>Task Number</b>	<b>Consistency Report Section</b>	<b>Consistency Report Page Number</b>	<b>Description</b>	<b>Status</b>	<b>Notes</b>
3.6.B	Essential Public Facilities	26	Establish a Use Permit for EPFs		
3.7.A	Project Review Process	27	Modify Regulations Related to Public Notice of Permit Applications	In Progress	The Ordinance amending the City's land use procedures has already been developed by staff. The Planning Commission is scheduled to hold a public hearing on May 21, 2014 and the Ordinance will be presneted to the City Council on July 1, 2014