CITY COUNCIL MEETING
January 23, 2024
6:00 P.M.

AGENDA

www.ci.bonney-lake.wa.us

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

The public is invited to attend Council Meetings and Workshops in person, via conference call or over the internet. The information for attending is provided below.

Council Meetings options:
In-Person: Bonney Lake Justice & Municipal Center at 9002 Main Street East in Bonney Lake
By phone: 323-792-6234 (Meeting ID: 108592120#)
By internet: Teams meeting link: TEAMS (Meeting ID: 242 012 651 183) **The City will be turning off all public cameras and microphones when attending online until the start of the citizen commenting section and will then turn them back off after the citizen commenting section is finished - Only staff and presenters will be visible and unmuted during the entire meeting.**

I. CALL TO ORDER – Mayor Michael McCullough

A. Pledge of Allegiance

B. Roll Call: Mayor Michael McCullough, Deputy Mayor Terry Carter, Councilmember Angela Baldwin, Councilmember Gwendolyn Fullerton, Councilmember Kerri Hubler, Councilmember J. Kelly McClimans, Councilmember Dan Roach, and Councilmember Dan Swatman.

C. Agenda Modifications: None.

D. Announcements, Appointments and Presentations:

1. **Presentation:** Update from MRAC.

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2. **Appointments: AB24-08 – Motion M24-08 -** A Motion Of The City Of Bonney Lake, Pierce County, Washington, Approving The Mayor's Appointment Of Justin Evans To The Civil Service Commission With A Term Ending April 6, 2024.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearing: None.

B. Citizen Comments:
Citizen comments can be made in-person, by phone or virtually during this portion of the meeting. We ask that you please sign up to comment virtually by emailing clerk@cobl.us or by phone at 253-862-8602 by 5:00 pm. Comments are limited to 5 minutes. During the meeting, mics and video will be enabled-you will need to personally turn them on-during this section only. All who comment will be asked to state their name and address for the meeting record.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee

B. Community Development Committee

C. Public Safety Committee

D. Other Reports

IV. CONSENT AGENDA:

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

Page 7 A. **Approval of Corrected Minutes:** November 21, 2023, City Council Workshop, November 28, 2023, City Council Meeting, December 5, 2023, City Council Workshop And December 12, 2023, City Council Meeting.

B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable check/vouchers #96146 to #96159 in the amount of $2,480.27. Accounts Payable check/vouchers #96160 to #96188 in the amount of $253,940.02. **Voids:** Check/Voucher #96030 – Name change, Reissue, Check/Voucher #96120 – printing error, Reissue.

C. **Approval of Payroll:** No Advanced Materials.

Page 21 D. **AB24-07 – Motion M24-07** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Judge Daniels To Sign A Memorandum Of Understanding With Rainier Recovery Centers LLC For Behavioral Health And Community Court Liaison CPC, SUDPT, AAC.

Page 25 E. **AB24-09 – Motion M24-09** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County Washington, Approving Agreement No. GRT24052 With The Washington State Office Of Public Defense For Simple Possession Advocacy And Representation (SPAR) Program Funding.

V. FINANCE COMMITTEE ISSUES:

Page 33 A. **AB24-03 – Ordinance D24-03 -** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County Washington, Regrading Employee Leave Benefits; Amending Chapter 2.32 Of The Bonney Lake Municipal Code (BLMC) To Add A New Section 2.32.070 To Provide Longevity Leave For Non-Represented City Employees; Providing For Severability And Corrections; And Establishing An Effective Date.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

Page 37 A. **AB24-06 – Motion M24-06 -** A Motion Of The City Of Bonney Lake, Pierce County, Washington Authorizing The Mayor To Sign The Interlocal Agreement Between The City Of Bonney Lake And City Of Sumner For The Coordination Of Cooperative Wastewater Services.

IX. EXECUTIVE/CLOSED SESSION: None.

X. ADJOURNMENT

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

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

City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact:	Meeting/Workshop Date:	Agenda Bill Number:
HR / Brian Sandler	January 23,2024	AB24-08
Agenda Item Type:	**Ordinance/Resolution/Motion Number:**	**Sponsor:**
Motion	M24-08	

Agenda Subject: Appointing Justin Evans to the Civil Service Commission.

Full Title/Motion: A Motion Of The City Of Bonney Lake, Pierce County, Washington, Approving The Mayor's Appointment Of Justin Evans To The Civil Service Commission With A Term Ending April 6, 2024.

Administrative Recommendation: Approve.

Background Summary: The Mayor invites the Council to approve the appointment of Justin Evans to the Civil Service Commission. This Civil Service Commissioner position recently became vacant. The term will expire April 6, 2024.

Attachments:

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				☐ General ☐ Utilities ☐ Other

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:

Date:

Approvals:	Yes	No
Chair/Councilmember	☐	☐
Councilmember	☐	☐
Councilmember	☐	☐

Forward to:

Consent Agenda: ☐ Yes ☐ No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s): 1/23/2024

Tabled to Date:

APPROVALS

Director:	Mayor:	Date Reviewed by City Attorney: (if applicable)
Chuck McEwen	*Michael McCullough*	

CITY COUNCIL WORKSHOP

November 21, 2023
6:00 P.M.

MINUTES

www.ci.bonney-lake.wa.us

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

Audio starts at: 06:00

I. CALL TO ORDER*:* Mayor Michael McCullough

A. Pledge of Allegiance

Audio starts at: 6:01

II. ROLL CALL: City Clerk Sadie Schaneman called the roll. In addition to Mayor Michael McCullough, elected officials attending were Deputy Mayor Terry Carter, Councilmember Angela Baldwin, Councilmember J. Kelly McClimans, and Councilmember Dan Swatman. Councilmember Gwendolyn Fullerton was attending virtually, and Councilmember Justin Evans was not in attendance.

Councilmember Watson moved to excuse the absence of Councilmember Evans. Councilmember McClimans seconded the motion.

Motion approved 6-0.

Staff members in attendance at the physical location were City Administrator John Vodopich, Police Chief Mark Berry, Administrative Services Director Chuck McEwen, Public Services Director Ryan Johnstone, City Clerk Sadie Schaneman and Administrative Specialist II Debbie McDonald, and City Attorney Jennifer Robertson.

Staff member~~s~~ in virtual attendance using the City's BlueJeans conference line were Chief Finance Officer Cherie Reierson.

III. AGENDA ITEMS:

Audio starts at: 6:03

A. **Open Discussion:**

Councilmember Fullerton:
Fluoride in the Water: Councilmember Fullerton stated her concerns that fluoride is in the water that is supplied to Bonney Lake by Tacoma. She stated research and lawsuits of the affects that fluoride has on people and wants to look into having the fluoride no longer in the water supply.

Public Services Director Johnstone stated he will invite Tacoma Water to an upcoming Council meeting to discuss fluoride in the water.

Councilmember Swatman:
Parks Comp Plan: Councilmember Swatman asked what the next step is for the Parks Comp Plan.

Public Services Director Johnstone responded it will come back to Council in February.

Audio starts at: 6:16

B. **Review of Council Minutes:** November 7, 2023, City Council Workshop.

The draft minutes were forwarded with correction to the November 28, 2023, Meeting for approval.

Audio starts at: 6:17

C. **Discussion: AB23-119 – Ordinance D23-119 -** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The Mid-Biennial Budget Amendment For Budget Years 2023 And 2024.

City Councilmembers provided feedback, including:
- Allocation of funds for a study on the Public Safety Building.
- Options for the space in the Public Safety Building when the East Pierce Fire Department moves out.

Council agreed to move the agenda bill to Council Consent for the next Council Meeting November 28, 2023.

Audio starts at: 6:23

D. **Discussion: AB23-120 – Ordinance D23-120 –** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting The Amount Of The Annual Ad Valorem Tax Levy Necessary For The Fiscal year 2024 For The Purposes Set Forth Below.

City Councilmembers provided feedback, including:
- If this is just the normal increase.

Council agreed to move the agenda bill to Council Consent for the next Council Meeting November 28, 2023.

Audio starts at: 6:25

E. **Discussion: AB23-154 – Motion M23 - 154** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Interlocal Agreement Between The City Of Bonney Lake And The City Of Sumner For The Coordination Of Cooperative Wastewater Services.

City Councilmembers provided feedback, including:
- Concerns with the City of Bonney Lake paying more than the City of Sumner.
- The City of Sumner dictating what the City of Bonney Lake pays without input.
- Would like to see the red line strikeouts in the new agreement.
- Having term limits on the agreement.

Council agreed to bring back for discussion at the next City Council Workshop on December 5, 2023.

IV. EXECUTIVE SESSION: None.

Audio starts at: 6:56

V. ADJOURNMENT

At 6:56 p.m. the Meeting was adjourned by Mayor McCullough with the common consent of the City Council.

Sadie A. Schaneman, CMC, City Clerk

Michael McCullough, Mayor

No items presented to Council at the November 21, 2023, Workshop.

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

November 28, 2023
6:00 P.M.
MINUTES

www.ci.bonney-lake.wa.us

Location: The physical location of the Council Meeting was at the Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington. The public was also given the option to call in or attend virtually the Council Meeting.

Audio starts at: 06:00:00

I. CALL TO ORDER – Mayor Michael McCullough, called the meeting to order at 6:00 p.m.

A. Pledge of Allegiance: Mayor McCullough led the audience in the Pledge of Allegiance.

B. Roll Call: Records and Disclosure Coordinator Kandice Besaw called the roll. In addition to Mayor McCullough, elected officials attending were Deputy Mayor Terry Carter, Councilmember Angela Baldwin, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans Councilmember Dan Swatman, and Councilmember Tom Watson.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Mark Berry, Administrative Services Director Chuck McEwen, Public Services Director Ryan Johnstone, Customer Service Manager Stephanie Tonellato, Recreation & Special Events Manager David Wells, Deputy City Attorney/Prosecutor Dena Burke, Maintenance Worker I Austyn Young, Records & Disclosure Coordinator Kandice Besaw, and City Attorney Jennifer Robertson.

Staff member in virtual attendance using the City's BlueJeans conference line were Chief Finance Officer Cherie Reierson, Judge Joanna Daniels, Finance and Payroll Accountant Patti McCann, and Administrative Specialist II Debbie McDonald.

Audio starts at: 06:01:06

C. Agenda Modifications:

Mayor McCullough noted that Councilmember McClimans had asked that AB23-146 be removed from the Consent Agenda. He said the item would be moved to Full Council Issues as Item A.

Councilmember Watson moved to approve the agenda modification. Councilmember McClimans seconded the motion.

Motion approved 7 – 0.

D. Announcements, Appointments and Presentations:

Audio starts at: 06:03:41

1. **Oath of Office –** Councilmember Dan Roach.

Mayor McCullough invited Councilmember elect Dan Roach to come forward and receive the Oath of Office as administered by Mayor McCullough. Mayor McCullough asked Councilmember Angela Baldin to temporarily step down till January and for Councilmember Dan Roach to take his seat.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

Audio starts at: 6:04:25

A. Public Hearing: None.

B. Citizen Comments: *For efficient use of city resources, comments will be a short summary and not verbatim. Video recordings will be uploaded to the city's YouTube channel and an audio recording to the state digital archives for review of all the comments.*

Dan Decker, 20401 70th St E, Bonney Lake: Stated that the CDC said Fluoride is a drug and Dr. Carlsson Noble prize winner in Medicine and Physiology (2000) stated its poison.

C. Correspondence: None.

Audio starts at: 6:10:37

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee: Deputy Mayor Carter reported the Finance Committee met in person and virtually today at 5:00 p.m. The Committee went thru personnel updates; discussed and forwarded AB23-151 to a future meeting and approved their minutes.

B. Community Development Committee: Councilmember Swatman reported the Community Development Committee met in person and virtually at 5:00 p.m. on November 21, 2023. The Committee discussed and forwarded AB23-154 to a future meeting and approved their minutes.

C. Public Safety Committee: Councilmember Evans reported the Public Safety Committee did not meet and is expected to have their next meeting in person and virtually at 3:30 p.m. on December 12, 2023.

D. Other Reports:

Audio starts at: 6:12:25

IV. CONSENT AGENDA:

A. **Approval of Corrected Minutes:** November 7, 2023, City Council Workshop.

B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable check/vouchers #95727 to #95740, in the amount of $3,036.92. Accounts Payable check/vouchers #95726, #95741 to #95822 and wire transfers #36313503, #26331414, #2023101902, and #2023103101 in the amount of

$924,575.38. Accounts payable wire transfer #2023111701 in the amount of $36,609.42. Accounts Payable check/vouchers #95823 to #95887 and wire transfers #20231106, #2023101301, #2023110201, #2023111001, #2023111002, #2023111320, #2023111702, and #2023112001 in the amount of $706,456.71. **Voids:** Wire #2023103101 – Incorrect amount – Reissued.

C. **Approval of Payroll:** November 1 – 15, 2023 for checks #34889 - 34892 including Direct Deposits and Electronic Transfers totaling $772,760.20. **Voids:** None.

D. **AB23-119 – Ordinance D23-119** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The Mid-Biennial Budget Amendment For Budget Years 2023 And 2024.

E. **AB23-120 – Ordinance D23-120** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting The Amount Of The Annual Ad Valorem Tax Levy Necessary For The Fiscal Year 2024 For The Purposes Set Forth Below.

F. ~~**AB23-146 – Resolution 3187 -** A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Amending The Fee Schedule To Add A $50 Water Meter Data Download Fee, Pay To Park Rates And Boat Launch Fees For Allan Yorke Park~~. **(Moved to Full Council Issues Item A)**

G. **AB23-149 – Resolution 3190 -** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Contract With The City Of Enumclaw To Provide Six Jail Beds Per Day, Guaranteed.

H. **AB23-155 – Motion M23-155** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The 200th Avenue Court East Preservation Project With Becker Blacktop LLC.

Councilmember Watson moved to approve the Consent Agenda as modified. Deputy Mayor Carter seconded the motion.

Consent Agenda approved 7 - 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

Audio starts at: 6:12:46

VIII. FULL COUNCIL ISSUES:

A. (Moved from Consent Agenda, Item F) **AB23-146 – Resolution 3187 -** A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Amending The Fee Schedule To Add A $50 Water Meter Data Download Fee, Pay To Park Rates And Boat Launch Fees For Allan Yorke Park.

Councilmember Watson moved to approve Resolution 3187. Deputy Mayor Cater seconded the motion.

Council asked questions and shared their thoughts including:

- Fees affecting lower income.
- Police officers' ability to enforce violations.

Resolution 3187 approved 6 – 1.
Councilmember McClimans voted no.

IX. EXECUTIVE/CLOSED SESSION: None.

X. ADJOURNMENT:

At 6:14 p.m. the Meeting was adjourned by Mayor McCullough with the common consent of the City Council.

Sadie A. Schaneman, CMC, City Clerk

Michael McCullough, Mayor

Items presented to Council at the November 28, 2023, Meeting for the record: None.

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 WORKSHOP

December 5, 2023
6:00 P.M.

MINUTES

www.ci.bonney-lake.wa.us

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

Audio starts at: 06:00

I. CALL TO ORDER*:* Mayor Michael McCullough

A. Pledge of Allegiance

Audio starts at: 6:01

II. ROLL CALL: Administrative Specialist II Debbie McDonald called the roll. In addition to Mayor Michael McCullough, elected officials attending were Deputy Mayor Terry Carter, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Dan Roach, Councilmember Dan Swatman, and Councilmember Tom Watson.

Staff members in attendance at the physical location were City Administrator John Vodopich, Police Chief Mark Berry, Administrative Services Director Chuck McEwen, Public Services Director Ryan Johnstone, Administrative Specialist II Debbie McDonald, and City Attorney Jennifer Robertson.

III. AGENDA ITEMS:

Audio starts at: 6:02

A. **Presentation:** Mt. Rainier Athletic Club (MRAC) Update**.**

Mr. Clevenger with MRAC stated they are being held up with insurance coverage for the project, everything else is moving forward. Thanked the outgoing Councilmembers for their support.

Council discussed and shared their ideas and concerns, including:

- Why is it difficult to find insurance.
- MRAC purchasing the property to qualify for insurance.

Audio starts at: 06:17

B. **Council Open Discussion**:

Councilmember Watson:
Communities For Families (CFF): Councilmember Watson wanted to encourage other Councilmembers to attend the first Thursday of the month at 3 p.m. to be more informed of the community and the younger generation needs.

City's Tree Lighting: Councilmember Watson along with other Councilmembers attended the tree lighting. He stated there was a good community turnout.

Council Term: Councilmember Watson thanked everyone for the last 12-years.

Councilmember Evans:
New Christmas Tree: Councilmember Evans is concerned that $6700.00 was spent for the new tree made of lights. Reminded Council it is up them to oversee how money is being spent.

Councilmember McClimans:
Sumner-Bonney Lake School Districts Capital Facilities Advisory Committee: Councilmember McClimans reported the Advisory Committee will be going out for a bond for the second phase of the Sumner High School and the new Junior High School in Tehaleh.

Councilmember Fullerton:
Announcements: Councilmember Fullerton would like to see city announcements added to the agenda.

Audio starts at: 06:38

C. **Review Of Council Minutes:** November 14, 2023, City Council Meeting,

The draft minutes were forwarded with no corrections to the December 12, 2023, Meeting for approval.

Audio starts at: 06:39

A. **Discussion: AB23-154 – Motion M23-154 -** A Motion Of The City Of Bonney Lake, Pierce County, Washington Authorizing The Mayor To Sign The Interlocal Agreement Between The City Of Bonney Lake And City Of Sumner For The Coordination Of Cooperative Wastewater Services.

Council discussed and shared their ideas and concerns, including:

- Can sewer be expanded outside the City limits to increase revenue.
- Better understanding of how money is being spent.
- Having an expiration date on the agreement.

There was Council consensus to place the item for action on the next Council agenda under Full Council Issues.

Audio starts at: 7:19

IV. EXECUTIVE/CLOSED SESSION: None.

Audio starts at: 7:19

V. ADJOURNMENT

At 7:19 p.m. the Meeting was adjourned by Mayor McCullough with the common consent of the City Council.

Sadie A. Schaneman, CMC, City Clerk Michael McCullough, Mayor

Items presented to Council at the Dedcember 5, 2023, Workshop: None.

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

December 12, 2023
6:00 P.M.
MINUTES

www.ci.bonney-lake.wa.us

Location: The physical location of the Council Meeting was at the Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington. The public was also given the option to call in or attend virtually the Council Meeting.

Audio starts at: 06:00:00

I. CALL TO ORDER – Mayor Michael McCullough, called the meeting to order at 6:00 p.m.

A. Pledge of Allegiance: Mayor McCullough led the audience in the Pledge of Allegiance.

B. Roll Call: City Clerk Sadie Schaneman called the roll. In addition to Mayor McCullough, elected officials attending were Deputy Mayor Terry Carter, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson. Councilmember Dan Roach was no in attendance.

Deputy Mayor Carter moved to excuse the absence of Councilmember Roach. Councilmember Evans seconded the motion.

Motion approved 6 - 0.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Mark Berry, Administrative Services Director Chuck McEwen, Public Services Director Ryan Johnstone, Human Resource Manager Brian Sandler, Recreation & Special Events Manager David Wells, Administrative Specialist III Carol Paul, Records and Disclosure Coordinator Kandice Besaw, and City Attorney Jennifer Robertson.

There were no staff members in virtual attendance.

Audio starts at: 06:01:06

C. Agenda Modifications:

Mayor McCullough noted that AB23-152 will be pulled from the Consent Agenda and AB23-154 will be pulled from Full Council Issues and moved to a future meeting.

Councilmember Watson moved to approve the agenda modification. Councilmember Evans seconded the motion.

Motion approved 6 – 0.

D. Announcements, Appointments and Presentations:

Audio starts at: 06:03:00

1. **Santa Clause**

Mayor McCullough made an announcement that we had a special guest and if anyone wished to take photos with Santa he would be waiting in the lobby.

Audio starts at: 06:19:57

2. **Proclamation:** Make a Difference

Mayor McCullough read the proclamation making December 12, 2023, *Make a Difference Day* in honor of Councilmember Evans and Watson and for all that they contributed to the city and community.
City Clerk Sadie Schaneman presented Councilmember Evans and Watson a plaque to portray the cities gratitude.

3. **Oath of Office:** Councilmember 2, 4, 5, and 7.

Mayor McCullough invited Councilmember elect Baldwin and Huber and Councilmember J. Kelly McClimans to come forward and receive their Oath of Office as administered by Mayor McCullough. Councilmember Roach was not present and will receive his oath prior to January 9, 2024.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearing: None.

Audio starts at: 6:04:25

B. Citizen Comments: *For efficient use of city resources, comments will be a short summary and not verbatim. Video recordings will be uploaded to the city's YouTube channel and an audio recording to the state digital archives for review of all the comments.*

Dan Decker, 20401 70th St E, Bonney Lake: Stated that fluoride is poison and is killing you and to get fluoride out of drinking water.

Chris Leier, 204916 Island Drive, Lake Tapps: Expressed his appreciation to Councilmember Evans and Watson and thanked the whole council for all their support.

James "Kelly" McClimans, 19025 68th ST E, Bonney Lake: Shared that it has been a pleasure working with Councilmember Evans and Watson and offered them a prayer.

Erin Muskey – Bonney Lake Public Library: Expressed a thanks to the outgoing and incoming Council. Gave a brief update on the library happenings and shared that they will be featured in the Washington State Journal.

C. Correspondence: None.

Audio starts at: 6:23:24

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee: Deputy Mayor Carter reported the Finance Committee met in person and virtually today at 5:00 p.m. The Committee went thru personnel updates; discussed and forwarded AB23-156 to tonight's meeting, discussed the opioid settlement funds, Pierce County Human Services and approved their minutes.

B. Community Development Committee: Councilmember Swatman reported the Community Development Committee met in person and virtually on December 5, 2023. The Committee discussed and forwarded AB23-157 to tonight's consent agenda and forwarded AB23-141 (AB24-02) to a future meeting and approved their minutes.

C. Public Safety Committee: Councilmember Evans reported the Public Safety Committee met in person and virtually on December 5th. The Committee received an update from the Police Department, East Pierce Fire and Rescue and Community Court. Received a report from the Prosecutor, forwarded AB23-152 to tonight's consent agenda and approved their minutes.

D. Other Reports:

Audio starts at: 6:28:05

IV. CONSENT AGENDA:

A. **Approval of Corrected Minutes:** November 14, 2023, City Council Meeting.

B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable Check/Vouchers #95888 To #95932, And Wire Transfers #36806287 And #2023112901 In The Amount Of $787,553.01. **Voids:** None.

C. **Approval of Payroll:** November 16 – 30, 2023 For Checks #34893 - 34898 Including Direct Deposits And Electronic Transfers Totaling $808,095.80. **Voids:** None.

D. ~~**AB23-152 – Ordinance D23-152** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Sections 6.04.190 And 6.04.230.~~ **(Pulled from Consent Agenda).**

E. **AB23-157 – Resolution 3193** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of A Professional Services Agreement To BHC Consultants For Professional Engineering Services For The SR410 Sewer Trunk Line Evaluation.

F. **AB23-159 – Motion M23-159** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Tacoma Point Reservoir Replacement Project With T. Bailey Inc.

G. **AB23-160 – Motion M23-160** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The MTU And Radio Communication Installation Project With Source Electric, LLC.

Councilmember Watson moved to approve the Consent Agenda as modified. Deputy Mayor Carter seconded the motion.

Consent Agenda approved 6 - 0.

V. FINANCE COMMITTEE ISSUES:

Audio starts at: 6:28:10

A. **AB23-156 – Resolution 3192** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Reimbursement Contract With Pierce County For Senior Services Rendered By The City Of Bonney Lake Up To A Total Of $45,516 During Calendar Years 2024-2025.

Councilmember Watson moved to approve Resolution 3192. Deputy Mayor Cater seconded the motion.

Council had no discussion on this topic.

Resolution 3192 approved 6 - 0.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

Audio starts at: 6:29:16

A. **AB23-151 – Ordinance D23-151** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Ordinance No. 1687 Relating To Salaries And Benefits For Non-Represented Employees.

Councilmember Watson moved to approve Ordinance D23-151. Councilmember Evans seconded the motion.

Council had no discussion on this topic.

Ordinance D23-151 approved 6 - 0.

B. ~~**AB23-154 – Motion M23-154** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Interlocal Agreement Between The City Of Bonney Lake And City Of Sumner For The Coordination Of Cooperative Wastewater Services~~. **(Pulled from Full Council Issues).**

IX. EXECUTIVE/CLOSED SESSION: None.

X. ADJOURNMENT:

At 6:30 p.m. the Meeting was adjourned by Mayor McCullough with the common consent of the City Council.

Sadie A. Schaneman, CMC, City Clerk	Michael McCullough, Mayor

Items presented to Council at the December 12, 2023, Meeting for the record: None.

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)

Department/Staff Contact:	Meeting/Workshop Date:	Agenda Bill Number:
Court / Joanna Daniels, Judge	January 23,2024	AB24-07
Agenda Item Type:	**Ordinance/Resolution Number:**	**Sponsor:**
Motion	M24-07	

Agenda Subject: Memorandum Of Understanding.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Judge Daniels To Sign A Memorandum Of Understanding With Rainier Recovery Centers LLC For Behavioral Health And Community Court Liaison CPC, SUDPT, AAC.

Administrative Recommendation: Approve.

Background Summary: On July 1, 2024, Bonney Lake Court Was Provided With Continued Funding For Therapeutic Court Services. The Court Was Awarded $288,208.00 To Use Towards Personnel Salaries And Benefits, Treatment Services, Recovery Support, Training And Staff Equipment.

Attachments: MOU With Rainier Recovery Centers LLC.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				☐ General ☐ Utilities ☐ Other

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance
Date: 1/09/2024

Approvals:		Yes	No
Chair/Councilmember	Terry Carter	☒	☐
Councilmember		☐	☐
Councilmember		☐	☐

Forward to:

Consent Agenda: ☒ Yes ☐ No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s): 01/23/2024

Tabled to Date:

APPROVALS

Director:	Mayor:	Date Reviewed by City Attorney: (if applicable)
Judge Joanna Daniels	*Michael McCullough*	

Memorandum of Understanding

Between

Rainier Recovery Centers LLC

and

City of Bonney Lake

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Rainier Recovery, LLC (RRC) and the City of Bonney Lake to provide Behavioral Health and Community & Court Liaison CPC, SUDPT, AAC on site at the Bonney Lake Municipal Court as grant funding allows.

Purpose
This MOU will outline the proposed working relationship between RRC and Bonney Lake Municipal Court to provide comprehensive peer support services, which include traditional peer support activities like one-on-one mentoring, group support sessions, crisis intervention, and resource navigation through cultural and community responsive approaches.

RRC agrees to:

- Provide peer support and case management services on site and after hours
- Provide Substance Use Disorder Evaluation and treatment services on site
- Facilitate weekly Peer Support groups
- Attend all required Bonney Lake Municipal Court team meetings as requested
- Have Peer Navigator on site 2 days per week (Monday and Wednesday)
- Be available for Bonney Lake Court Participants 7 days per week during and after business hours via phone, text, doxy or zoom sessions.
- Maintain adequate staff/provider coverage and telecommunication equipment to meet Bonney Lake Municipal Court needs.
- Coordinate with other providers working with Bonney Lake Community Court to assure patient needs are being met safely and taking their overall health into account.
- Weekly client case load reports including case notes, services delivered and what connections were made.
- A monthly report of all of the data associated with the program such as services delivered, challenges, and participant feedback including liaison's verification of hours.

Desired Outcomes:
The partnership aims to:
- Provide peer support and guidance through systems of care.
- Foster recovery and resilience through intentional and specific action-based processes
- Enhance coping strategies and community engagement.
- Support mental health and wellness through Healing Centered Engagement
- Reduce recidivism and promote personal development.
- Support employment and education connections.
- Discover solutions to challenges in personal and professional spaces.

Legal and Ethical Compliance:
Bonney Lake Justice & Municipal Center and Rainier Recovery Centers commit to operating in full compliance with all applicable laws, regulations and ethical guidelines. This includes adherence to confidentiality, data protection, labor laws and service standards relevant to peer support services. Regular monitoring and auditing processes will be implemented to ensure ongoing compliance.

Bonney Lake agrees to:
- Provide private space for RRC and Bonney Lake Court participants to complete evaluation, forms and sessions.
- Discuss with RRC Administration of any concerns or changes in process in a timely manner

Funding Bonney Lake Municipal Court agrees to pay $5,000.00 per month to Rainier Recovery Centers for one (1) Full Time Peer Support Navigator. Invoice will be sent to Bonney Lake Municipal Court no later than the 10th day of each month.

Duration
This MOU is at-will and may be modified by mutual consent of authorized officials from RRC and Bonney Lake Municipal Court. This MOU shall become effective upon signature by the authorized officials from the RRC and Bonney Lake Community Court and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Contact Information

Jeremiah Dunlap SUDP
CEO & Clinical Director
Rainier Recovery
Office- (253)544-4772
Cell- (253)359-3219
Fax- (253)276-0042
Jeremiah@rainierrecovery.com
www.rainierrecovery.com

Bonney Lake Municipal Court
Joanna J. Daniels
Municipal Court Judge
(253) 447-3283
Fax 253 862 3053
danielsj@ci.bonney-lake.wa.us

X_____ Date: _____
Jeremiah Dunlap, SUDP
CEO & Clinical Director

X _____ Date: _____
Judge Joanna Daniels
Bonney Lake Municipal Court

City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact:	Meeting/Workshop Date:	Agenda Bill Number:
Executive / Leslie Harris	January 23, 2024	AB24-09
Agenda Item Type:	**Ordinance/Resolution/Motion Number:**	**Sponsor:**
Motion	M24-09	

Agenda Subject: Simple Possession Advocacy And Representation (SPAR) Program Funding.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County Washington, Approving Agreement No. GRT24052 With The Washington State Office Of Public Defense For Simple Possession Advocacy And Representation (SPAR) Program Funding.

Administrative Recommendation: Approve.

Background Summary: The City of Bonney Lake applied for and has been awarded Simple Possession Advocacy and Representation (SPAR) Program funding in the amount of up to $250,000 through the Washington State Office of Public Defense (OPD). The SPAR Program funding provides reimbursement to cities and counties for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, Laws of 2023. The agreement ends on June 30, 2024 to align with the OPD's fiscal year and is anticipated to be extended based on funding availability through June 2027.

Attachments: Agreement No. GRT24052.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
		$250,000		☒ General ☐ Utilities ☐ Other

Budget Explanation: The City Of Bonney Lake Will Be Reimbursed For The Cost Of Providing Defense Counsel As Outlined In The Attached Agreement.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee
Date: 23 January 2024

Approvals:		Yes	No
Chair/Councilmember	Terry Carter	☐	☐
Councilmember	Angela Baldwin	☐	☐
Councilmember	Gwendolyn Fullerton	☐	☐

Forward to: January 23, 2024 **Consent Agenda:** ☒ Yes ☐ No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

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

Meeting Date(s): 01/23/2024 Tabled to Date:

APPROVALS

Director:	Mayor:	Date Reviewed by City Attorney: (if applicable)
John Vodopich	*Michael McCullough*	January 10, 2024

Agreement No. GRT24052

A. FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. **Recipient** City of Bonney Lake 9002 Main St E, Ste 200 Bonney Lake, WA 98391	**2. Recipient Representative** Michael McCullough City Mayor City of Bonney Lake 9002 Main St E, Ste 200 Bonney Lake, WA 98391
3. **Office of Public Defense (OPD)** 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. **OPD Representative** Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. **Agreement Amount** $250,000.00	6. **Agreement Period** January 1, 2024 through June 30, 2024
7. **Purpose** The purpose of this Agreement is to provide reimbursement to cities and counties for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, *Laws of 2023*.	
8. **Acknowledgement, Incorporation by Reference, and Execution** The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.	
FOR RECIPIENT _____ Name, Title _____ Date	**FOR OPD** _____ Grace O'Connor, Supervising Attorney _____ Date

B. SPECIAL TERMS AND CONDITIONS

1. **AGREEMENT MANAGEMENT**

   a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.
   b) The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
   c) The Representative for Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. **REIMBURSEMENT**

   a) Subject to Exhibit B, Section 4, OPD shall reimburse for authorized expenses as identified in Exhibit B, Section 7, Authorized Reimbursable Expenses.

3. **ALLOCATED MAXIMUM REIMBURSMENT AMOUNT**

   a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed $250,000.00.
   b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. **TERMS OF REIMBURSEMENT**

   a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices. Recipient shall submit invoices to the Representative for OPD monthly, and subject to the invoicing schedule included in Section 4.h. of this agreement.

   b) An invoice form will be provided to Recipient by OPD. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a description of the work performed, including case numbers, during the time period. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.

   c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to the address designated by Recipient and associated with Recipient's Statewide Vendor Number SWV0007883-00.

   d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.

   e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.

   f) Recipient agrees to report whether it will be unable to spend any allocated maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to

increase the allocated maximum reimbursement amount. Any request to increase the allocated maximum amount will be subject to Section 3(b) of this Exhibit. OPD reserves the right to reallocate funds to other jurisdictions that Recipient reports as unable to be spent.

g) Reimbursable expenses must be incurred between August 15, 2023 and June 30, 2024. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.

h) OPD's fiscal year runs from July 1 to June 30 of each year, and OPD is unable to pay expenses from a previous fiscal year with the following fiscal year's budget. Accordingly, Recipient must submit invoices for costs incurred between August 15, 2023 and June 30, 2024, by August 1, 2024.

5. **DUPLICATION OF BILLED COSTS**
Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**
Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

a. Recipient is authorized to seek reimbursement for the following costs, subject to the provisions in Exhibit B, Section 2 and Section 4:
    1. Compensation for attorney Representation on Qualifying Cases;
    2. Compensation for attorney Consultation on Qualifying Cases;
    3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
    4. Investigation costs associated with Qualifying Cases;
    5. Expert services where the scope of the expert's expertise is related to a Qualifying Charge.
    6. Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) pertaining to an issue arising from a Qualifying Charge.

8. **OVERSIGHT**

a) Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city and county representatives.

9. **DEFINITIONS**

a. "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea of guilty, or conviction or acquittal at trial. Examples include, but are not limited to, stipulated continuances, deferrals, Therapeutic courts, Specialty courts, or Pre-file or Pre-trial diversion programs.

b. "Consultation" means advising indigent individuals on Pre-File or Pre-Trial Diversion options where the individual is facing a Qualifying Charge. Consultation also means advising indigent individuals, who face or faced Qualifying Charges, during the pendency of pre-trial Diversion.

c. "Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, with the understanding that the individual will not be arrested, or that a charge the individual may be facing will either be dismissed or reduced.

d. "Pre-File Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the individual. A Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).

e. "Pre-Trial Diversion" means an opportunity for a defendant charged with Qualifying Charges to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. A Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.

f. "Qualifying Charge" means pending charges of or charges of violations of RCW 69.50.4011(1)(b) or (c); 69.50.4013; 69.50.4014; 69.41.030(2), (b), or (c); or pending charges of or charges of offenses under local ordinances involving allegations of possession or public use of a controlled substance; counterfeit substance; or legend drug.

g. "Qualifying Case" means a proceeding filed against an indigent defendant in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.

h. "Representation" means appointment to represent indigent defendants in courts of limited jurisdiction on Qualifying Cases, including in therapeutic or specialty courts. Representation also means appointment on motions to terminate defendants from Pre-File Diversion programs, Specialty or Therapeutic courts, or other programs that offer Alternatives to Prosecution.

i. "Specialty or Therapeutic Court" means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

a. Applicable federal and state of Washington statutes, regulations, and court rules
b. Exhibit B, Special Terms and Conditions
c. Exhibit C, General Terms and Conditions

C. GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**
   This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
2. **AMENDMENTS**
   This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.
3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**
   Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **ASSIGNMENT**
   Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.
5. **ATTORNEY'S FEES**
   Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.
6. **CONFORMANCE**
   If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.
7. **ETHICS/CONFLICTS OF INTEREST**
   In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.
8. **GOVERNING LAW AND VENUE**
   This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.
9. **INDEMNIFICATION**
   To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.
10. **LAWS**
    Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.
11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**
    During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.
12. **RECAPTURE**
    In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.
13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**
    At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.
15. **SEVERABILITY**
    If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.
16. **WAIVER**
    Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact:	Meeting/Workshop Date:	Agenda Bill Number:
Executitive / John P. Vodopich, AICP	January 23, 2024	AB24-03
Agenda Item Type:	**Ordinance/Resolution/Motion Number:**	**Sponsor:**
Ordinance	D24-03	

Agenda Subject: Non-Represented Employees Longevity Leave.

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County Washington, Regrading Employee Leave Benefits; Amending Chapter 2.32 Of The Bonney Lake Municipal Code (BLMC) To Add A New Section 2.32.070 To Provide Longevity Leave For Non-Represented City Employees; Providing For Severability And Corrections; And Establishing An Effective Date.

Administrative Recommendation: Approve.

Background Summary: The Recently Approved 2024-26 Collective Bargaining Agreement With AFSCME Local 120 Provides For Longevity Leave For Represented Employees. This Ordinance Would Provide Non-Represented Employees The Same Longevity Leave Benefit Equivalent To That Of AFSCME Local 120.

Attachments: D24-03.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
		$11,984		☒ General ☒ Utilities ☐ Other

Budget Explanation: In 2024, Ten (10) Of The Thirty-Four (34) Non-Represented Employees Would Be Eligible For Longevity Leave As Proposed.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee
Date: 9 January 2024

Approvals:		Yes	No
Chair/Councilmember	Terry Carter	☒	☐
Councilmember	Dan Swatman	☒	☐
Councilmember	Angela Baldwin	☒	☐

Forward to: January 23, 2024 **Consent Agenda:** ☐ Yes ☒ No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s): 01/23/2024

Tabled to Date:

APPROVALS

Director:	Mayor:	Date Reviewed by City Attorney: (if applicable)
John Vodopich	*Michael McCullough*	12/26/2023

ORDINANCE NO. D24-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, REGARDING EMPLOYEE LEAVE BENEFITS; AMENDING CHAPTER 2.32 OF THE BONNEY LAKE MUNICIPAL CODE (BLMC) TO ADD A NEW SECTION 2.32.070 TO PROVIDE LONGEVITY LEAVE FOR NON-REPRESENTED CITY EMPLOYEES; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the recently approved 2024-26 collective bargaining agreement with AFSCME Local 120 provides for longevity leave for represented employees; and

WHEREAS, the City Council desires to provide non-represented employees benefits and leave accruals equivalent to that of AFSCME Local 120;

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

Section 1. A new Section, 2.32.070, is hereby added to the Bonney Lake Municipal Code to read as follows:

2.32.070 LONGEVITY LEAVE

A. Each non-represented, regular full-time employee shall be credited with "longevity leave" at the following tiers, which are not cumulative and subject to the following conditions effective January 1, 2024 and each year thereafter:

   1) For employees who have worked for the city for more than 10 years (as of January 1st of each year) 8 hours of longevity leave will be provided.
   2) For employees who have worked for the city for more than 15 years (as of January 1st of each year) 16 hours of longevity leave will be provided.
   3) For employees who have worked for the city for more than 20 years (as of January 1st of each year) 24 hours of longevity leave will be provided.
   4) For employees who have worked for the city for more than 25 years (as of January 1st of each year) 32 hours of longevity leave will be provided.

B. The years of work in subsection A will be calculated only in whole years that have been worked on a continuous basis with no break in service. No rounding of years shall be applied. For example, a person who has worked 14 years and 11 months on January 1st on a continuous basis shall be in the "more than 10 years" category in tier 1.

C. Longevity leave will not be prorated; will not be carried over (banked) from year

to year; and must be used by December 31st of each calendar year. Longevity leave shall not be cashed out for any reason.

Section 2. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be 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. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 4. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 5. Effective Date. This Ordinance shall be effective five days after publication as provided by law.

ADOPTED by the City Council of the City of Bonney Lake and attested by the City Clerk in authentication of such passage on this 23rd day of January, 2024.

APPROVED by the Mayor this 23rd day of January, 2024.

_____
Michael McCullough, Mayor

AUTHENTICATED:

_____
Sadie A. Schaneman, CMC, City Clerk

AB____
Passed:
Valid:
Published:
Effective Date:
This Ordinance totals _____ page(s)

City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact:	Meeting/Workshop Date:	Agenda Bill Number:
Public Services / Ryan Johnstone	January 23, 2024	AB24-06
Agenda Item Type:	**Ordinance/Resolution/Motion Number:**	**Sponsor:**
Motion	M24-06	

Agenda Subject: Authorize The Mayor To Sign The Interlocal Agreement Between The City Of Bonney Lake And City Of Sumner For The Coordination Of Cooperative Wastewater Services.

Full Title/Motion: A Motion Of The City Of Bonney Lake, Pierce County, Washington Authorizing The Mayor To Sign The Interlocal Agreement Between The City Of Bonney Lake And City Of Sumner For The Coordination Of Cooperative Wastewater Services.

Administrative Recommendation: Approve.

Background Summary: The Cities of Bonney Lake and Sumner have established a long history of working together to treat the wastewater generated by both cities. While the issue of wastewater conveyance and treatment surfaced as far back as 1977, it wasn't until November 1984 that Bonney Lake, Sumner, Pierce County, and the South Hill Sewer District executed an "Intergovernmental Contract for Wastewater Facilities Management" which included improvements to the existing Sumner Wastewater Treatment Facility (WWTF). It was in this year that joint capacity ownership at the WWTF between Bonney Lake, Sumner, Pierce County, and South Hill originated. With Pierce County's acquisition of the South Hill Sewer District in 1991 and the execution of the Sanitary Sewer Transfer Agreement between Bonney Lake and Pierce County in 2002, Bonney Lake acquired all rights and interests these two Districts had in the Sumner WWTF and Bonney Lake and Sumner became the only remaining parties to the November 1984 agreement. Because of this and regulatory requirements to expand WWTF treatment capacity again, a new agreement was executed in May 2002 (referred to as the Phase 1 agreement) that addressed "how the parties will manage, finance, share costs and review the work performed by the consulting engineers/construction contractors during the design and construction of the proposed improvements." The 2002 agreement also addressed "how the parties shall share operation and maintenance costs" and "continue the relationship into the future". In 2010, Bonney Lake and Sumner desired to expand and operate the WWTF under a new agreement that would address needs for greater treatment capacity to serve increasing numbers of customers. A new agreement (referred to as the Phase 2 agreement) was executed in March 2012. This agreement also contained Section 17 "Pretreatment" which required updating of the ILA when a Pretreatment program became necessary. In 2021 the Washington State Department of Ecology delegated Pretreatment Program administration to the Sumner WWTF. Per the 2012 Agreement, both Cities committed to adopting Pretreatment Program rules upon receiving the delegation order. Due to this additional requirement, the Cities are desiring to execute a new agreement for the continued treatment and disposal of sanitary sewer and provide for enhancement and expansion of the WWTF and its programs.

Attachments: Proposed 2024 WWTF Interlocal Agreement.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				☐ General ☐ Utilities ☐ Other

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Date:

Approvals:		Yes	No
Chair/Councilmember	Dan Swatman	☐	☐
Councilmember	Kelly McClimans	☐	☐
Councilmember	Gwendolyn Fullerton	☐	☐

Forward to: **Consent Agenda:** ☐ Yes ☐ No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	01/16/2024	Public Hearing Date(s):	
Meeting Date(s):	01/23/2024	Tabled to Date:	

APPROVALS

Director:	Mayor:	Date Reviewed by City Attorney: (if applicable)
Ryan Johnstone, PE	*Michael McCullough*	12/12/23

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF BONNEY LAKE, WASHINGTON FOR THE COORDINATION OF COOPERATIVE WASTEWATER SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of_____, 2024 by and between the City of Bonney Lake, a municipal corporation of the State of Washington ("Bonney Lake") and the City of Sumner, a municipal corporation of the State of Washington ("Sumner") (collectively "Parties" or individually a "Party") for the purposes set forth herein.

Whereas, pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34, the Cities of Bonney Lake and Sumner, the parties to this Agreement, may contract with one another to perform government functions or services; and

Whereas, in 1977, Bonney Lake, Pierce County, and South Hill agreed to develop a regional sewerage system, with Bonney Lake overseeing the project. The EPA approved the Facility Plan in 1977 and Addendum III in 1979, expanding the Sumner Wastewater Treatment Facility (WWTF). An interlocal agreement adopted in 1979 involved construction and management of the WWTF, with Sumner responsible for sewage treatment; and

Whereas, in 1984, the parties executed a Contract for WWTF expansion and operation, resulting in joint capacity ownership. The Phase I expansion of the WWTF increased approved sewage treatment capacity from 1.2 MGD average daily flow and 3.0 MGD peak flow to 1.42 MGD average daily flow and 3.56 MGD peak flow; and

Whereas, in 2002, Bonney Lake signed a Sanitary Sewer Transfer Agreement for the transfer of specific portions of the Pierce County Sewer Service Area and facilities to Bonney Lake, including capacity ownership in the expanded Sumner Treatment Plant; and

Whereas, an intergovernmental agreement (Phase I agreement) was executed in 2002 between Sumner and Bonney Lake for further WWTF expansion. The 2002 Agreement established guidelines for managing, financing, and sharing costs during WWTF improvements, resulting in an average daily capacity increase to 4.6 million gallons per day, shared equally by Bonney Lake and Sumner. Two reconciliations under Section 2.0 of the 2002 Agreement have led to Bonney Lake transferring funds to Sumner; and

Whereas, in 2010, the State of Washington Department of Ecology mandated Sumner to plan for increasing WWTF capacity, leading to the Phase II Expansion which increased average daily capacity to 6.1 MGD; and

Whereas, after reviewing previous WWTF contracts, the parties adjusted the shared average daily capacity to 2.8 MGD assigned for Sumner and 3.3 MGD assigned for Bonney Lake. Both Cities secured a $4.7 million loan commitment each from the 2012 Public Works Trust Fund of Washington State for executing the Phase II Expansion; and

Whereas, in 2021, the Washington Department of Ecology delegated Pretreatment Program administration responsibility to the WWTF. As per the 2012 Intergovernmental Agreement, the Parties committed to adopting the Sumner WWTF Pretreatment Program rules upon receiving the delegation order. Now, the Parties seek to enter into an Agreement for program implementation and enforcement; and

Whereas, Sumner holds National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit No. WA-0023353 for this facility with Bonney Lake listed as a contributing jurisdiction; and

Whereas, the parties desire to enter into this Agreement for the primary purpose of providing for the continued treatment and disposal of sanitary sewage generated in the regional area covered by this Agreement and to provide for the enhancement and expansion of the WWTF to accomplish that purpose;

Now, therefore, pursuant to RCW Chapter 39.34 in consideration of the term's mutual covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. **Purpose and Scope.** This Agreement addresses how the parties shall manage and share costs for the joint provision of regional wastewater treatment services to the Wastewater Treatment Facility Plan Service Area, defines the respective capacity ownership shares of each party, and describes how the amount of those shares may change in response to future demands.

2. **Definitions of Terms**. The following words and phrases used in this Agreement shall have the following meaning:

   B. **Administrative Lead.** Agency responsible for the coordination, administration, and management of this Agreement.
   C. **Annual Joint Facility Report.** An annual report made available to each agencies constituents that includes metrics illustrating each party's percent usage based on the previous year's loading data in terms of Flow, BOD and TSS. The report shall include annual sewer expenditures expressed as a percentage of wastewater treatment costs and each agencies separate collection system costs.
   D. **Agreement.** Means this Interlocal Agreement Between the City of Sumner and the City of Bonney Lake, Washington for Cooperative Wastewater Services.
   E. **Biochemical Oxygen Demand (BOD).** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/L).
   F. **Capacity Ownership.** The amount of total flow, total BOD, and total TSS assigned to each party as outlined in 5.A below.
   G. **Capacity Ownership Percentage.** Each Party's share of WWTF loading limit for total flow, total BOD, and total TSS expressed as a percentage.

H. **Capacity Usage.** The amount of actual total flow, total BOD, and total TSS received by the WWTF from each Party.

I. **Capacity Usage Percentage.** Each Party's actual total flow, total BOD, and total TSS received by the WWTF from each Party expressed as a percentage of total daily concentrations of each pollutant received at the WWTF.

J. **Collections.** A series of pipes, manholes, lift stations, and other devices that transport used water from residential and non-residential customers to a treatment plant.

K. **Compliance Improvements.** Any WWTF upgrades or improvements required to achieve compliance with newly established, or more restrictive, conditions within the WWTF NPDES Permit.

L. **Contributing Jurisdiction.** The City of Bonney Lake, a City who is authorized by law to provide a system of sewers for the collection and transmission of wastewater delivered to the WWTF.

M. **Control Authority.** The City of Sumner, as the Owner of the WWTF, who administers and manages the overall affairs of the WWTF, including treatment operations and without limitation the administration of the Pretreatment Regulations.

N. **Clean Water Act.** The Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.

O. **Future Expansion.** Any WWTF upgrades or improvements initiated to accommodate increased Capacity Ownership from either Party.

P. **Fats, Oils, and Grease.** Components of wastewater that are able to be measured by the methods described in the current edition of Standard Methods for the Examination of Water and Wastewater, or methods identified in 40 CFR Part 136.

Q. **Inflow and Infiltration.** Excess water that flows into sewer pipes from groundwater, through holes, cracks, joint failures, and faulty connections existing in the collection system, and from stormwater from roof drains, foundation drains, storm drain cross-connections, or through holes in manhole covers.

R. **Indirect Cost Assessment.** No less than every five years, the City of Sumner shall update its Indirect Cost Assessment model. A charge, consistent with the most recent model as adjusted annually to reflect inflation, will be shown on each quarterly billing and will be presented during each quarterly Joint Advisory Committee meeting that is inclusive of the following: overhead costs for WWTF administration and management, including but not limited to, services provided by Sumner's Admin Services, Finance, Legal, HR, and Engineering staff that relate directly to the processing of and compliance with the obligations outlined in this Agreement.

S. **Joint Advisory Committee.** The committee responsible for providing input related to the administration of this Agreement.

T. **Joint Facility.** The WWTF serving Sumner and Bonney Lake.

U. **Joint Facility Major Operating Expenses.** Any expenses to the WWTF, not limited to, equipment, maintenance, replacement, necessary purchases, over $100,000, necessary for the continued and routine operations of the WWTF.

V. **Capital Improvements.** Any upgrades that improve the routine operations of the WWTF, with a useful life of two or more years.

W. **Joint Facility Operations and Maintenance.** WWTF expenditures, supported by data on cost allocation, including but not limited to:

1. Operating Transfers: IT, Equipment Reserve.
2. Operations and Maintenance Costs: Salaries for treatment plant staff, Professional Services, Communication, Insurance, Public Utility Services (Power and Gas), Repairs, Maintenance, necessary Replacement, Training, and Indirect Cost Assessment.

X. **Joint Facility Operations and Maintenance Expenses.** Expenses attributed to Joint Facility Operations and Maintenance.

Y. **Joint Pretreatment Program.** The water quality program that implements the Clean Water Act requirements to control pollutants in wastewater from non-domestic sources before they reach the WWTF, for which both Parties are compelled to apply within the service area served by the WWTF.

Z. **Non-Domestic Wastewater.** Wastewater that is not Domestic Wastewater.

AA. **Non-Domestic User.** Any Person that does not qualify as a Domestic User and is a source, or potential source, of Indirect Discharge. This includes but is not limited to Food Service Establishments, Auto-related businesses, Medical Facilities, Commercial or Industrial Facilities, and Warehouses.

BB. **National Pollution Discharge Elimination System (NPDES) Permit.** The permit issued by the Department of Ecology to the City of Sumner pursuant to provisions of the State of Washington Water Pollution Control Law RCW 90.48 and under the Federal Clean Water Act, Title 33 USC SS 1342 et seq. When referenced in this Agreement the NPDES as currently issued, or as amended in the future will apply.

CC. **Pretreatment.** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except not by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

DD. **Pretreatment Regulations.** Sewer ordinance establishing all pretreatment authorities required to impose pretreatment standards and requirements found at 40 CFR Part 403 and WAC 173-216-110.

EE. **Publicly Owned Treatment Works (POTW).** A treatment works, as defined by Section 212 of the Federal Clean Water Act (33 U.S.C. Section 1292). This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of Sewage or Industrial Wastes of a liquid nature and any conveyances which convey Wastewater to a Treatment Plant.

FF. **Total Suspended Solids (TSS).** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removeable by laboratory filtering, as included in the current edition of

Standard Methods for the Examination of Water and Wastewater, or methods identified in 40 CFR Part 136.

GG. **Treatment.** The process which removes and eliminates pollutants from wastewater and converts into an effluent that can be returned to the waters of the state.

HH. **Wastewater Treatment Facility (WWTF).** The Sumner WWTF which is designed to provide treatment of municipal Sewage and Non-Domestic Wastewater for the cities of Sumner and Bonney Lake.

II. **Wastewater Treatment Facility Plan.** The Wastewater Treatment Facility Final Comprehensive Facility Plan Addendum 3 (Gray & Osbourne, 2023), or current adopted plan.

JJ. **Wastewater Treatment Facility Service Area.** The area encompassed by the Wastewater Treatment Facility Plan for which the WWTF is designed to serve, and which service area is set forth in the Interlocal Agreement Sewer Service Area map, Attachment 1, and has been approved by the Washington Department of Ecology, but additional area may be added by the approval of both Parties and any required governmental agencies, but such approval shall not be unreasonably withheld.

3. **Term of Agreement.** This Agreement shall continue until terminated by the mutual consent of both parties pursuant to Section 7 below, provided, however, that the Agreement shall be subject to periodic review and updating for the purposes set forth in Section 5.D.5 below, or at other times by mutual agreement of the parties. The parties specifically acknowledge that a portion of the prior agreement between the parties sunset on January 1, 2023, and therefore, a new agreement with updated terms and without the expired or no longer applicable sections is needed. The parties further agree that the Effective Date of this agreement shall be January 1, 2023. By execution hereon, the parties hereby ratify and confirm any and all prior acts consistent with the terms herein.

4. **Administration**. For purposes of this Agreement, a Joint Advisory Committee (JAC) shall be formed to oversee the administration of the Agreement. The JAC will review WWTF operations, discuss improvements, address budget matters, and ensure compliance with this Agreement. The JAC provides timely input on proposed changes in plans, budgets, and capital programs. Parties are responsible for presenting growth projections and waste increases for consideration by the JAC.
   A. **Members**. The committee comprises the Mayors, three Council Members from each City, and City Administrators or their designees.
   B. **Committee Meetings**. This committee shall meet Quarterly to perform responsibilities as identified above. In addition to the JAC Members, the Public Works Director of Sumner, Public Services Director of Bonney Lake, and WWTF Superintendent shall attend as non-committee members.
   C. **Technical Working Group**. In addition to the JAC, the parties will establish a Technical Working Group (TWG) made up of four appointed staff members from each City, all of whom have oversight responsibilities or expertise in sewerage, NPDES, pre-treatment, and/or FOG. The TWG will meet

periodically as needed and will be responsible for reviewing any expenses (capital or operating) exceeding $100,000. The TWG will make recommendations to Sumner regarding the same.

D. **Audit Review**. Members of the JAC or their representatives have the right to examine books and records related to the Joint Facilities and this Agreement. Such examination may take place during business hours, and the party being examined should be given a reasonable opportunity to gather the records. The JAC may appoint an advisor or accountant to assist with the review, and the requesting party is responsible for covering its own costs associated with the review.

E. **Annual Report.** Annually, on or before March 1st of each year, Bonney Lake shall provide Sumner with data demonstrating the percentage allocation between wastewater treatment costs and Bonney Lake's collection system costs for inclusion in the annual report. Sumner will provide Bonney Lake with an annual report by June 1st of each year, showing aggregate flow data to the WWTF for the previous calendar year, specifying the flow generated by Bonney Lake and Sumner users. Both cities shall ensure that the annual report is published on their respective websites and presented to the JAC within 90 days of the date that Sumner provides the report to Bonney Lake.

F. **Records.** In addition to the Audit Review rights above, either Party may request records from the other Party regarding the subject or subjects covered under this Agreement. The other Party will promptly provide such records that are in their possession, without cost to the other Party.

5. **Joint Facility Operations and Maintenance**. Sumner, as the Administrative Lead, is responsible for making all reasonable efforts to operate the WWTF in a cost-effective manner, perform the necessary maintenance to keep it in good working order, execute treatment strategies to maintain a high-quality effluent and hire and train staff to execute these goals and objectives. Sumner shall be responsible for the regulation and control of any non-domestic wastewater that is delivered to the WWTF. Contracts for engineering design services and construction are between Sumner and the Design Firm, Equipment Supplier(s) and Construction Contractor(s).

A. **Capacity Ownership for the Joint Facility**. The parties agree, based on the current NPDES permit, that each agency owns capacity as illustrated below. This table and any corresponding references herein will automatically be updated to reflect any changed or amended NPDES permit conditions.

Average Monthly Influent Loading	**Flow (MGD)**	**BOD (lbs/day)**	**TSS (lbs/day)**
Bonney Lake	3.3	5886	6836
Sumner	2.8	5014	5824
Total Permit	6.1	10900	12660
Percent Capacity Ownership: Bonney Lake	54%	54%	54%
Percent Capacity Ownership: Sumner	46%	46%	46%

BOD and TSS values calculated from 2021 WWTF NPDES Permit Requirements for maintaining adequate capacity.

B. **Points of Connection**. The parties have connected collection lines to the WWTF. If future WWTF improvements require relocating or adding connection points, the Party requesting the changes must submit plans for approval. The Party benefiting from the modification will bear all design and construction costs. Costs for modifications resulting in a joint benefit will be apportioned according to percentage share of capacity ownership.

C. **Flow Metering and Monitoring**. Sumner will be responsible for maintaining the flow monitoring equipment and facilities to measure daily wastewater flow from both Sumner and Bonney Lake to the WWTF. The meters will be calibrated at least once a year. Sumner will monitor the flow data from both Cities' sewer collection systems. If any anomalies or unusual occurrences are detected, Sumner will promptly inform Bonney Lake. The flow calibrations will be shared with Bonney Lake during a quarterly JAC meeting.

D. **Non-Domestic Wastewater.** All sources of Non-Domestic Wastewater discharged to the WWTF shall be managed in accordance with the conditions within the WWTF NPDES Permit Section S6., and any other applicable State and Federal regulations. Any user of the collection system connected to the WWTF that discharges a source of non-domestic wastewater shall be herein referred to as a "Non-Domestic User."

1. **Endorsement of the Pretreatment Program**.
   a. Sumner and Bonney Lake fully support and endorse the Sumner – Bonney Lake Joint Pretreatment Program (JPP). Both parties acknowledge that Sumner will be responsible for administering, managing, determining staffing levels, and overseeing the program upon formal delegation of authority by the Washington Department of Ecology to the WWTF.
   b. Sumner and Bonney Lake agree to adopt rules and regulations, to govern, regulate, and control the discharge of wastewater in the collection system serving respective areas for conveyance to the Sumner WWTF that are at least as stringent as the Pretreatment Regulations, which may include adopting these Pretreatment Regulations by reference. Sumner will provide Bonney Lake with model rules and regulations at least ninety (90) days prior to the deadline for adoption.
   c. Sumner is required to provide the Washington Department of Ecology with notice of "substantial modifications" and "non-substantial modifications" of the approved program, as these terms are defined in 40 CFR SS 403.18. Sumner will provide Bonney Lake with advance notice of any proposed changes to the Pretreatment Regulations.
2. **Implementation and Enforcement of the Pretreatment Program.**
   a. Bonney Lake designates Sumner as its agent for implementing and enforcing the JPP for Non-Domestic Users within Bonney Lake's service area. Sumner will handle technical and administrative duties,

inspections, enforcement, and emergency actions. Bonney Lake will cooperate and ensure compliance by Non-Domestic Users. Sumner may take action under the Pretreatment Regulations to the same extent that can be taken by Bonney Lake, including the enforcement of the Pretreatment Regulations in applicable courts of law.

b. Bonney Lake agrees to cooperate with Sumner in the implementation and enforcement of the Pretreatment Program. Prior to connection to the public sewer, Bonney Lake shall ensure that all new or newly identified Non-Domestic Users are informed of their responsibility to provide survey information to the Pretreatment Program Control Authority in accordance with Pretreatment Regulations. Bonney Lake shall require all Significant Industrial Users to submit plans and reports, as required by WAC Chapter 173-240, and obtain Control Authority approval prior to construction of pretreatment facilities, as part of the process to obtain sewer service where the flows will be treated by the Sumner WWTF.

c. Sumner, on behalf of and as an agent for Bonney Lake, will perform technical and administrative duties necessary to implement and enforce the Pretreatment Regulations. Sumner will:

   i. Update the Non-Domestic User Survey;
   ii. Issue permits to all Non-Domestic Users required to obtain a permit;
   iii. Conduct inspections, sampling and analysis;
   iv. Take appropriate enforcement action as outlined in the Pretreatment Program Enforcement Response Plan and provided for in the Pretreatment Regulations; and
   v. Perform any other technical or administrative duties the Parties deem necessary and appropriate.

d. Bonney Lake will adopt Local Limits at least as stringent as the Local Limits established in the Pretreatment Regulations. Bonney Lake shall be responsible for payment to Sumner for its proportional cost of the pretreatment program. The costs shall be determined based on the total number of customers in Bonney Lake's service area who are listed as Non-Domestic Users compared to the total number of customers in both Sumner and Bonney Lake who are Non-Domestic Users within those categories. Such fees shall be billed consistent with other charges under this Agreement and identified in such invoice. Any fees or fines associated with Non-Domestic Users in Bonney Lake that are collected by Sumner shall be either remitted or credited to Bonney Lake at least annually.

3. **Fats, Oils, and Grease (FOG) Program.** The Parties will manage their respective FOG Programs, including plan review, inspections, surveys, and compliance. Sumner will prepare FOG Survey forms and involve Bonney Lake in modifications. Both parties will record and monitor FOG Program data and include it in the annual summary report.

4. **Non-Domestic Users Outside Service Areas.** Before Non-Domestic Users outside Bonney Lake's jurisdiction discharge to the WWTF, agreements will be established with the respective jurisdictions or the Non-Domestic Users.
5. **Periodic Review.** The Parties shall review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C §§1251 et seq.) and General Pretreatment Regulations for Existing and New Sources of Pollution (40 CFR §§ 403 et seq.) issued thereunder, as necessary, but at least once every five (5) years.

E. **Inflow and Infiltration**. Both Cities commit to minimizing the impact of extraneous stormwater and groundwater, known as Inflow and Infiltration (I&I), on their respective collection systems and treatment facilities. Inflow refers to water that enters the system through sources such as direct stormwater connections, footing drains, or downspouts, while Infiltration refers to water that seeps into the system through damaged or leaky pipes, laterals, or manholes. Each party will take proactive measures to identify and address the sources of I&I within their collection systems. This includes, but is not limited to, conducting regular inspections to detect defective sewer pipes, laterals, and manholes, and implementing appropriate corrective actions. These corrective measures may involve:

1. Replacing or rehabilitating damaged sewer pipes, laterals, and manholes to prevent water seepage.
2. Utilizing pipe grouting or sealing techniques, using materials like cement-based compounds, to fill holes or cracks in pipes and manholes, reducing water infiltration.
3. Employing pipe relining methods, inserting flexible liners into defective sewer pipes or laterals that harden into impermeable surfaces, preventing further infiltration.
4. Identifying and disconnecting known inflow sources, such as cross-connected catch basin drains, footing drains, or downspouts, to reduce unnecessary water entering the system.
5. Installing drainage systems that allow for the separation of cross-connected sewers, preventing the mixing of stormwater and wastewater.
6. Installing backflow valves or implementing other plumbing upgrades to prevent water backflow into the system during heavy rainfall or flooding events.

By implementing these measures, both parties aim to minimize I&I, reduce treatment costs, and ensure the efficient and environmentally responsible operation of their wastewater collection and treatment systems.

F. **Responsible Sewer Service Areas**. This Agreement is aimed at addressing each City's sewer treatment needs until at least the year 2073. Both cities intend to primarily utilize their share of WWTF capacity to support properties within their current jurisdiction and service area. However, considering the uncertainties of future changes to various factors such as growth management, water quality regulations, and state/federal mandates, this Agreement is not

intended to restrict either City from using their capacity rights to serve areas they deem appropriate, within the bounds of state law and legal obligations. The main service areas covered by this Agreement are detailed in **Interlocal Agreement Sewer Service Area Map,** Attachment 1. For any sewer service requests outside these areas, both parties will conduct a thorough review to ensure adequacy of capacity before committing to service. While prior review is not a guarantee of future WWTF Capacity Ownership increase, it will be considered and approved if the requesting party is underutilizing its capacity under the Table in Section 5(A) of this Agreement. However, nothing herein shall be interpreted to permit any party to use any other treatment facility without mutual consent from both parties, such consent not to be unreasonably withheld.

G. **Future Expansion of the WWTF**. The parties conducted a Feasibility Study, which determined that the current WWTF site can be upgraded to meet a total demand of both cities at 9.3 MGD (6.5 MGD reserved for Bonney Lake and 2.8 MGD reserved for Sumner). However, both Parties acknowledge that this estimate is based on good faith effort and lacks detailed analysis. If Bonney Lake requires additional capacity above 3.3 MGD, the parties agree that Bonney Lake will pay for the future expansion of the WWTF to meet the 6.5 MGD future demand. Such capacity shall be reserved exclusively for the use of Bonney Lake. Provided, however, if one party desires to acquire capacity that is owned by the other party, the party requesting such capacity will request such acquisition from the other party. If the party owning the capacity agrees, then the parties will negotiate in good faith for such acquisition, including reimbursing the party with the capacity for the capital improvement costs (plus CPI or reasonable interest) that were expanded by the party with the capacity for the capacity that the acquiring party seeks to purchase.

6. **Cost Sharing**. As the Administrative Lead Agency, Sumner shall maintain separate budgeting and accounting for WWTF treatment costs from sewer collection system costs.

A. **Biennial Budget Schedule.** A biennial budget shall be drafted according to the following schedule:

- Directors Review: Proposed budget reviewed by July 1st.
- Joint Advisory Committee: Draft budget provided to the JAC by July 15th, and input solicited by August 15th.
- Mayors: Draft budget submitted to respective Mayors and Council by September 1st for incorporation into both cities' biennial budgets.
- Sumner Approved Budget: Sumner provides the approved budget to Bonney Lake by December 31st of each year.

B. **Quarterly Billing.** Quarterly, Sumner will invoice Bonney Lake for its share of WWTF expenditures, supported by data on cost allocation, including but not limited to:

- Joint Facility Operation and Maintenance Expenses
- Joint Facility Major Operating Expenses

Bills submitted by the 30th day, due within 30 days from invoice. Further explanations will be discussed at quarterly JAC meetings.

C. **Billing Calculations.**
   1. Joint Facility Operations and Maintenance: Total monthly Joint Facility Operation and Maintenance Expenses will be multiplied by Bonney Lake's Capacity Usage Percentage. Each parameter factored by one third, Flow factored at 34%, BOD at 33% and TSS at 33%.
   2. Joint Facility Major Operating Expenses: Total monthly Joint Facility Major Operating Expenses will be multiplied by Bonney Lake's Capacity Ownership Percentage.
   3. Capital Improvements and Compliance Improvements: Expenditures associated with Capital and Compliance Improvements shall be multiplied by Bonney Lake's Capacity Ownership Percentage.

D. **Joint Planning for Capital and Compliance Improvements.** The parties will work through the TWG for planning capital and compliance improvements. This will provide better planning and rate forecasting for the parties and help the parties predictably fund capital expenditures. If a capital expenditure is funded by a loan or a bond, Bonney Lake will be permitted, at its option, to pay for such expenditure over the life of the loan or bond term, including its proportional share of the interest.

E. **Unbudgeted Major Operating Expenses.** If Sumner is aware of an unbudgeted Major Operating expense or an unbudgeted increase in a planned capital improvement, it shall provide notice to Bonney Lake within thirty (30) days of Sumner discovering such need or such increase. Unless such expense is an emergency, Bonney Lake should be provided the opportunity to comment via the TWG on the need and timing for such expense. Any non-emergency unbudgeted project costs that exceed $100,000 will be brought to the next JAC meeting for review and recommendations.

7. **Termination**.

A. Both parties mutually recognize the value of ongoing cooperation for the management and maintenance of the Joint Facility and potential future expansions. This Agreement shall only terminate by the mutual written consent of both parties, provided however, that Bonney Lake may terminate this Agreement upon ten (10) years' advance written notice. Upon such notice, the parties will meet and confer to ensure a timely and efficient transition, including establishing an appropriate termination date and process.

B. In the event the Joint Facility ceases to be utilized as a wastewater treatment facility all together, the parties shall be required to surplus the real property on which the WWTF Joint Facility sits. The net proceeds from the sale of any real property that was acquired with funds from both parties, shall be shared by the parties in direct proportion to their contribution when the real property was acquired, which shall be determined with proof of payment from each

respective City. For the avoidance of doubt, this provision is not triggered if Bonney Lake chooses to terminate this Agreement and its use of the facility and Sumner continues to utilize and operate the wastewater treatment facility.

8. **Recording**. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Department of Records upon full execution, or, in lieu of recording, published electronically on the website of both parties.

9. **Indemnity**. Sumner shall indemnify and hold harmless Bonney Lake, its officers, employees, agents, and assigns from all costs, claims, judgments, or damages resulting from Sumner's acts or omissions associated with this Agreement. Bonney Lake, in turn, shall indemnify and hold harmless Sumner from any costs, claims, judgments, or damages resulting from Bonney Lake's acts or omissions related to this Agreement. Neither party assumes liability for the other party's existing ordinances, rules, regulations, resolutions, customs, policies, or practices. If any legal proceeding challenges the enforceability or validity of such ordinances, rules, etc., the respective party shall defend it at its own expense, and if damages are awarded, they will be satisfied by the party responsible, including all chargeable costs and attorney's service charges.

10. **Dispute Resolution**. This Agreement shall be governed by the laws of the State of Washington. In the event of a dispute related to the terms of this Agreement or the amounts charged to the WWTF to Bonney Lake, the Parties first agree to attempt to resolve such dispute. If the resolution is unsuccessful, then both parties agree to seek resolution through mediation administered by a mediator under JAMS Alternative Dispute Resolution (or another mutually agreed alternative dispute resolution service) before resorting to litigation. Each party shall pay half of the mediation costs and will bear its own legal fees. If mediation is unsuccessful, or if the parties mutually agree to waive it, any unresolved controversy or claim may be filed in Pierce County Superior Court. The prevailing party in any such litigation shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, expert witness fees, and costs for such litigation.

11. **Notice**. Any notice as required by agreement shall be made to the contact person listed below in writing and sent by first class mail with a copy also sent via email the same day:

City of Bonney Lake	City of Sumner
City Administrator 9002 Main St E Bonney Lake, WA 98391 Email: ca@cobl.us	City Administrator 1104 Maple Street Sumner WA 98390 Email: ca@sumnerwa.gov

Either party may update the contact information in this Section by giving notice to the other party.

12. **Insurance**. Bonney Lake and Sumner shall maintain at all times during the course of this Agreement membership in the Washington Cities Insurance Authority unless the parties mutually agree in writing, and in advance of any change hereto, to allow one or both parties to participate in another available and comparable public insurance risk pool.

13. **Non-Assignability**. The rights, duties, and obligations of either party to this Agreement shall not be assignable. This provision does not apply to collection services.

14. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

15. **Entire Agreement**. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. No amendments to this Agreement shall be binding upon the parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the parties, and such prior statements shall not alter this Agreement.

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Dated this 23 day of January 2024.

Attest/Authenticated:

City of Bonney Lake

_____
Sadie A. Schaneman, CMC, City Clerk

_____
Michael McCullough, Mayor

Approved as to Form:

_____
Jennifer Robertson, City Attorney

City of Sumner

Attest/Authenticated:

_____
Kathy Hayden, Mayor

_____
Michelle Converse, City Clerk

Approved as to Form:

_____
Andrea Marquez, City Attorney

ATTACHMENT 1

Sumner - Bonney Lake Joint Pretreatment Jurisdiction Map

Sumner Sewer Service Area

Bonney Lake Sewer Service Area

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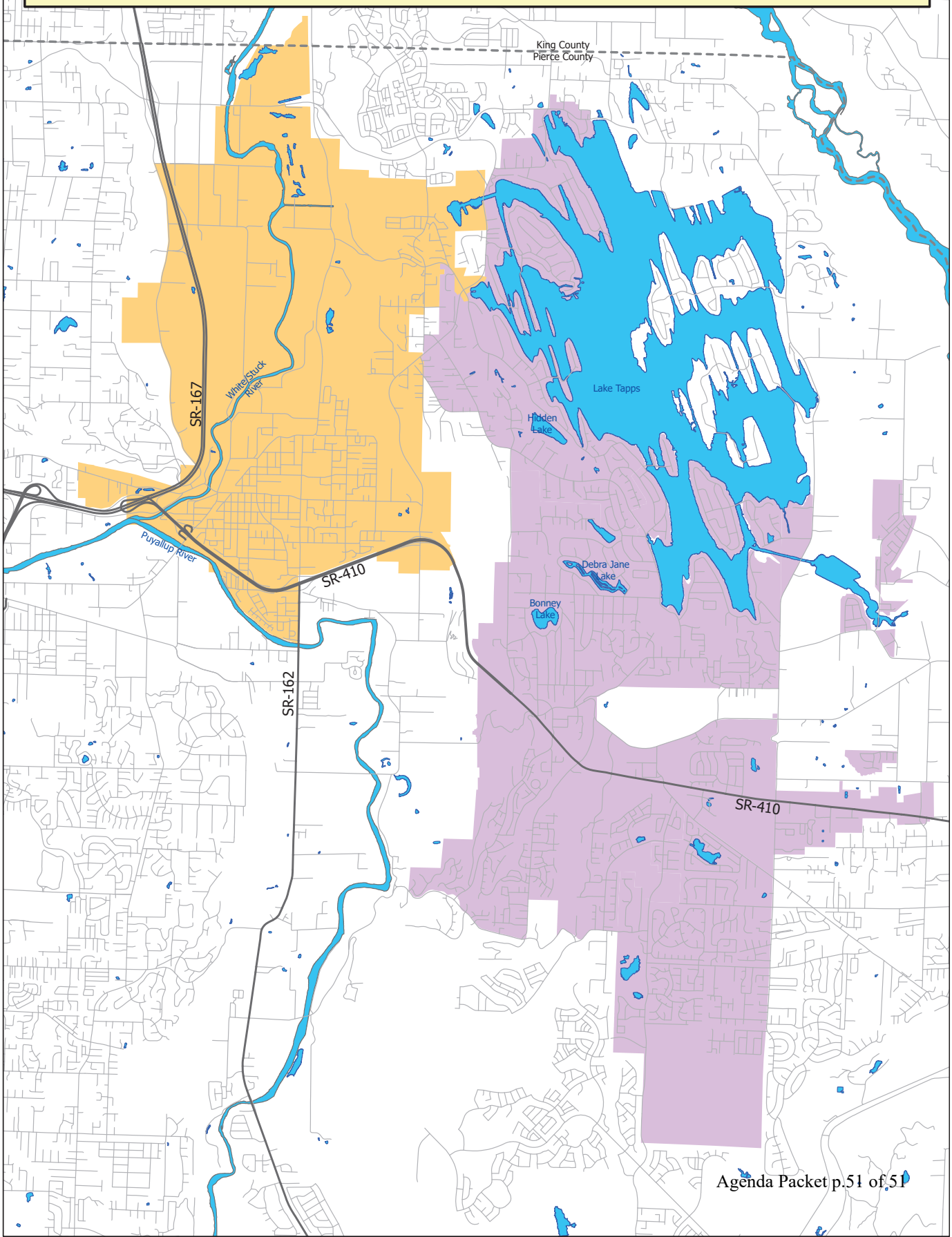
Scale:

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