

CITY COUNCIL WORKSHOP

November 21, 2023
6:00 P.M.



www.ci.bonney-lake.wa.us

AGENDA

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 and Workshops attendance options:

In-Person: Bonney Lake Justice & Municipal Center at 9002 Main Street East in Bonney Lake

By phone: 408-740-7256 (Meeting ID: 215 767 540#)

By internet: Chrome- <https://bluejeans.com/215767540> **The City will be turning off all public cameras and microphones when attending online - Only staff and presenters will be visible and unmuted.**

I. CALL TO ORDER: Mayor Michael McCullough

A. Pledge of Allegiance

II. ROLL CALL: Mayor Michael McCullough, Deputy Mayor Terry Carter, Councilmember Angela Baldwin, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson.

III. AGENDA ITEMS:

A. **Council Open Discussion:**

- Page 3 B. **Review Of Council Minutes:** November 7, 2023, City Council Workshop.
- Page 5 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.
- Page 15 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.
- Page 19 E. **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.

IV. EXECUTIVE/CLOSED SESSION: None.

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

CITY COUNCIL WORKSHOP

November 7, 2023
6:00 P.M.



www.ci.bonney-lake.wa.us

DRAFT MINUTES

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 Swatman, and Councilmember Tom Watson. Councilmember Angela Baldwin was in virtual attendance.

Staff members in attendance at the physical location were City Administrator John Vodopich, Administrative Services Director Chuck McEwen, Public Services Director Ryan Johnstone, Assistant Police Chief James Keller, Planning and Building Supervisor Jason Sullivan, Administrative Specialist II Debbie McDonald, and City Attorney Jennifer Robertson.

III. AGENDA ITEMS:

Audio starts at:
6:01

A. Open Discussion:

Councilmember McClimans:

Sumner-Bonney Lake School Districts Capital Facilities Advisory Committee: Councilmember McClimans reported the Committee is looking at transportation improvements, the second phase of Sumner High School, adding a junior high school in Tehaleh, field upgrades, and building a pool up here on the plateau.

Councilmember Watson:

Open House on Parks, Trails, Recreation, and Open Space Plan: Councilmember Watson attended the open house on October 18, 2023. He reported there were about 35 people attending and the presentation was great.

Communities For Families (CFF): Councilmember Watson attended the CFF meeting on November 2, 2023. He reported that City staff was there presenting the Comprehensive Plan for 2049 and they discussed the toy giving box being handled by Toys for Tots this year.

Audio starts at:
06:06

- B. Presentation:** Parks, Trails Recreation, and Open Space Plan – Community Parks (AYP, Midtown, Cedarview, Victor Falls) Concept Design.

Planning and Building Supervisor Jason Sullivan introduced Scott Melbourne and they both gave the presentation on the 2023 Parks, Trails Recreation, and Open Space Plan. This is a 20-year design concept plan taken from the comments received from the citizens.

Council discussed and shared their ideas and concerns, including:

- How will this all be funded.
- Would like to see the aquatic center and multi-use fields add to the Midtown Park plan.
- Would like to know the demographics of the survey and citizen comments.

Audio starts at:
07:22

- C. Review Of Council Minutes:** October 10, 2023, City Council Meeting, October 17, 2023, City Council Workshop, and October 24, 2023, City Council Meeting.

The draft minutes were forwarded with minor corrections to the November 14, 2023, meeting for approval.

Audio starts at:
07:23

- D. Discussion: AB23-128 – Resolution 3178 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The 2024-2029 Six Year Transportation Improvement Program.**

Council discussed and shared their ideas and concerns, including:

- Needing Council's approval for condemnation of properties.
- State funding availability.

Audio starts at:
7:33

IV. EXECUTIVE/CLOSED SESSION: None.

Audio starts at:
7:33

V. ADJOURNMENT

At 7:33 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 7, 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 of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Fin / Cherie Reiersen	Meeting/Workshop Date: November 21, 2023	Agenda Bill Number: AB23-119
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D23-119	Sponsor:

Agenda Subject: Biennial Budget Amendment 2023-2024.

Full Title/Motion: 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.

Administrative Recommendation: Approve.

Background Summary: Revised Code of Washington (RCW) 35A.34 provides procedures for adopting, managing and amending a biennial budget. Pursuant to this guidance, staff finds it necessary to make certain revisions to the 2023-2024 biennial budget that was adopted via Ordinance #1682. All requests are on Exhibit B with the request and explanation. Attached to the Ordinance are Exhibits A & B. The budget was previously adopted at fund level to include fund balances.

It is anticipated that expenditures for the general fund will exceed revenues by \$2,627,931 for the biennium with the adoption of the budget amendment. This means that the budget amendment will authorize spending an additional \$2,106,587 from the general fund ending balance.

There are also changes to the FTE chart - reduction of 1 Recreation Coordinator; reduction of 6.8 Before/After School Site Directors; addition of 1 limited term Court Case Manager and 2 limited term Public Services Parks employees. All of these were previously approved by Council. The Finance Committee reviewed and approved the proposed Public Services Department Staff Position Realignment (no change in the overall number of approved FTE's) at the October 24th meeting - reduce Permit Technician I/II by 1 and increase Code Enforcement Officer by 1 and reduce the Maintenance Electrician by 1 and increase Crew Lead by 1 to better support workflow efficiency in the Department.

Attachments: FTE chart; Exhibits A & B; Ordinance; Public Safety Building Consultant Services Decision Card.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
Budget Explanation: see exhibits				<input checked="" type="checkbox"/> General
				<input checked="" type="checkbox"/> Utilities
				<input type="checkbox"/> Other

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Finance Committee	<i>Approvals:</i>		Yes	No
	Date: 24 October 2023	Chair/Councilmember	Deputy Mayor Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Councilmember Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Councilmember Evans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	Consent Agenda: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Commission/Board Review:					
Hearing Examiner Review:					

COUNCIL ACTION

Workshop Date(s): 11/21/2023 Public Hearing Date(s): 11/14/2023
Meeting Date(s): 11/14/2023 & 11/28/2023 Tabled to Date:

APPROVALS

Director: <i>Cherie Reiersen, CPA</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable)
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ORDINANCE NO. 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.

WHEREAS, the City Council approved Ordinance No. 1682 which adopted a biennial budget for fiscal years 2023-2024; and

WHEREAS, Ch. 35A.34 RCW provides procedures for adopting, managing, and amending a biennial budget;

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

Section 1. The biennial budget for the City of Bonney Lake for the period January 1, 2023, through December 31, 2024, as contained in the adopted 2023-2024 Biennial Budget for total revenues/sources and expenditures/uses as approved by the City Council, is hereby amended to include Total Revenues and Expenditures for each fund as shown on the attached Exhibit “A” 2023-2024 Biennium Budget Total including Fund Balance.

Section 2. The changes to biennial expenditures as shown on the attached Exhibit “B” are hereby adopted.

Section 3. The City Clerk is directed to transmit a certified copy of the City of Bonney Lake adopted 2023-2024 Mid-Biennial Budget Amendment (Ordinance No. 23-119 and Exhibits “A”, and “B”) to the Office of the State Auditor and to the Association of Washington Cities.

Section 4. This Ordinance shall be effective five (5) days after its 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 ____ day of November 2023.

APPROVED by the Mayor this ____ day of _____ 2023.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

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

EXHIBIT "A"

2023- 2024 BUDGET AMENDMENT

FUND	TITLE	REVENUES	EXPENDITURES
001	General Fund	62,578,043	62,578,043
120	Drug Investigation Fund	68,072	68,072
121	Fed Drug Inv Fund	111,947	111,947
125	Cumulative Res. Fund	4,109,446	4,109,446
126	Contingency Fund	1,220,878	1,220,878
130	Affordable Housing Fund	278,362	278,362
131	ARPA Fund	5,770,929	5,770,929
202	Debt Service	2,071,115	2,071,115
301	Street CIP	12,175,083	12,175,083
302	Parks CIP	4,286,104	4,286,104
303	PWC CIP	306,431	306,431
320	General Govt CIP Fund	2,880,826	2,880,826
401	Water Fund	35,285,896	35,285,896
402	Sewer Fund	41,943,469	41,943,469
415	Stormwater Fund	7,276,027	7,276,027
501	ERR Fund	9,165,242	9,165,242
	TOTAL	\$ 189,527,870	\$ 189,527,870

EXHIBIT B	2023	2024	2023/2024 Additional	Original	Budgeted	Total
GENERAL FUND (001)	Budget	Budget	request	23-24 Budget	Ending Fund	Request
LEGISLATIVE	188,075	188,075	200,000	376,150		576,150
MUNICIPAL COURT/ PROB.	1,134,684	1,129,363	288,208	2,264,047		2,552,255
EXECUTIVE & LEGAL	977,615	978,712	368,000	1,956,327		2,324,327
EMERGENCY MANAGEMENT	234,490	214,272		448,762		448,762
FINANCE	1,634,385	1,665,534		3,299,919		3,299,919
PROSECUTOR	564,352	579,736		1,144,088		1,144,088
INFORMATION SYSTEMS	651,525	675,630		1,327,155		1,327,155
ADMINISTRATIVE SERVICES	526,283	543,455		1,069,738		1,069,738
HUMAN RESOURCES	458,900	389,830	12,663	848,730		861,393
POLICE	9,299,156	9,211,081	1,322,000	18,510,237		19,832,237
ENGINEERING/PW ADMIN/STREET	1,731,420	1,714,445	53,205	3,445,865		3,499,070
SENIOR CENTER	553,939	568,870		1,122,809		1,122,809
COMMUNITY SERVICE	13,400	13,400		26,800		26,800
BEAUTIFICATION PROGRAM	28,700	28,700		57,400		57,400
COMMUNITY FOREST	52,345	53,960		106,305		106,305
COMMUNITY EVENTS	78,950	79,450		158,400		158,400
PLANNING & COMM. DEVELOP.	1,560,548	1,596,359	179,977	3,156,907		3,336,884
FACILITIES	853,062	877,699	32,500	1,730,761		1,763,261
RECREATION PROGRAM	1,426,917	1,547,966	(562,966)	2,974,883		2,411,917
PARK FACILITIES	634,366	655,511	213,000	1,289,877		1,502,877
NON DEPARTMENTAL	1,895,992	1,949,237		3,845,229		3,845,229
TOTAL GENERAL FUND	22,349,104	22,511,285	2,106,587		15,611,067	62,578,043
Budgeted Revenue	22,040,102	22,298,943				
Department	Additional request justification					
Court	Res 3175 Therapeutic Court Grant- 144K/yr					
Legal	Increased costs for Public Defender and City Attorney (2023 \$243K) (2024 \$125K)					
Human Resources	Res 3167 engagement survey					
Police	Jail costs increased (2023 \$689K, 2024 \$479K); 2022 vehicles rec'd 2023 (104k); Decision card \$50K					
Streets	Res 3179 (2023 \$46516); 2022 veh rec'd & pd 2023 \$6689					
Planning & CDD	Res3152 HAPI \$55K, Res 3177 eng svcs (2023 12.8K); PS Cmte request for 75K (2024) abatement; Move \$125K 2023 to 2024 for comp Res3024 \$3207; Res 3073 \$33970 (both 2022 carryover)					
Facilities	Overlap on Transblue vs hiring staff 32.5K (2023)					
Recreation	Decrease revenue/expenses for reduced program (no Before/After) 2024					
Park Facilities	2 limited term FTE - ARPA \$200K(23/24) ; \$9K parking software (23); annual cost \$4K (24)					
General Fund	Negotiations \$200K- unk amt at this time					

	2023	2024		Original Budget	Budgeted	Total
FUND	Budget	Budget	Additional request	2023-2024	Ending Fund	Request
DRUG INV. FUND (120)	29,500	9,500		39,000	29,072	68,072
FED. DRUG INV FUND (121)					111,947	111,947
RESERVE FUND (125)					4,109,446	4,109,446
CONTINGENCY FUND (126)				-	1,220,878	1,220,878
AFFORD.HOUSING TAX(130)					278,362	278,362
ARPA FUND (131)	300,561	131,839	5,338,529	432,400		5,770,929
DEBT SERVICE FUND (202)	984,373	987,877		1,972,250	98,865	2,071,115
STREET CIP FUND (301)	2,550,000	3,816,000		6,366,000	5,809,083	12,175,083
PARKS CIP FUND (302)	2,496,605	-	280,000	2,496,605	1,509,499	4,286,104
PSC CIP FUND (303)	-	-	306,431	-		306,431
GEN GOVT CIP FUND (320)	544,853	120,000	630,500	664,853	1,585,473	2,880,826
WATER FUND (401)	12,806,941	19,240,222	9,500	32,047,163	3,229,233	35,285,896
SEWER FUND (402)	12,722,651	18,223,395	65,000	30,946,046	10,932,423	41,943,469
STORM FUND (415)	2,763,539	2,871,275	136,689	5,634,814	1,504,524	7,276,027
EQUIP REPL FUND (501)	2,899,108	1,528,848	170,516	4,427,956	4,566,770	9,165,242

Fund	Additional request justification
ARPA	Approved uses AB 23-69, AB23-84, AB23-91 (23/24)
Park CIP	Res 3130 PTO; Rollover AYP contracts & Fennel Crk (210K)
PSC CIP	Unspent money
Gen Govt CIP	Senior Center appropriation from the State
Water/Sewer	Res 3128 \$74.5K
Storm Fund	2022 veh rec'd & pd 2023 \$6689; \$130K grant
ERR Fund	Deductibles; Res 3179 (2023 \$46516); 2022 veh rec'd & pd 2023 \$104K

***Note this is a biennial budget. As such some of the planned expenditures for 2023 may not happen until 2024 for some of the projects. All to be approved by City Administrator and Chief Financial Officer**

City of Bonney Lake POSITION SUMMARY	Year	2017	2018	2019	2020	2021	2022	2023	2024
		Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Amended F.T.E.
CITY COUNCIL									
Councilmember (Part-Time)		7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
TOTAL CITY COUNCIL		7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
EXECUTIVE									
Mayor (Part-Time)		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
City Administrator		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant/Management Analyst		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Specialist II		0.50	0.50						
Facilities, Special Events, and Projects Manager		1.00	1.00	1.00	1.00	1.00			
Recreation & Special Events Manager				1.00	1.00	1.00	1.00	1.00	1.00
Special Events Coordinator		1.00	1.00						
Recreation Supervisor		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator		1.00	3.00	3.00	3.00	3.00	3.00	3.00	2.00
Before/After School Site Director			7.00	6.80	7.65	6.80	6.80	6.80	
Facilities Maintenance Worker II		1.00	1.00	1.00	1.00	1.00	*moved to Public Services		
Emergency Management Manager							1.00	1.00	1.00
TOTAL EXECUTIVE		8.50	17.50	16.80	17.65	16.80	15.80	15.80	8.00
LEGAL									
Deputy City Attorney/Prosecutor		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prosecutor							1.00	1.00	1.00
Limited Term Legal Specialist							1.00	1.00	1.00
Administrative Specialist II/III		0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00
TOTAL LEGAL		1.50	1.50	2.00	2.00	2.00	4.00	4.00	4.00
COURT									
Municipal Judge		0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Court Administrator		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Bailiff						0.65			
Judicial Specialists I/II		4.00	4.00	4.00	4.00	4.00	4.50	4.50	4.50
Judicial Specialists III		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Limited Term Case Manager									1.00
Probation Officer		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
TOTAL COURT		7.85	7.85	7.85	7.85	8.50	8.35	8.35	9.35
FINANCE									
Chief Financial Officer		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Accountant		1.00	1.00	1.00	1.00	1.00			
Finance and Payroll Accountant							1.00	1.00	1.00
Accountant		1.00	1.00	1.00	1.00				
Accounting Specialist Cashier I/II		4.00	4.00	5.00	5.00	5.00	4.00	4.00	4.00
Accounting Specialist III		2.00	2.00	1.00	1.00	1.00	2.00	2.00	2.00
Customer Service Manager (Utility)							1.00	1.00	1.00
Financial Operations Supervisor		1.00	1.00	1.00	1.00	1.00			
TOTAL FINANCE		10.00	10.00	10.00	10.00	9.00	9.00	9.00	9.00

City of Bonney Lake
POSITION SUMMARY

Year	2017	2018	2019	2020	2021	2022	2023	2024
	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Amended F.T.E.
CITY CLERK & ADMINISTRATIVE SERVICES								
Administrative Services Director/IS Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
City Clerk						1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00			
Administrative Specialist I/II	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Records and Disclosure Specialist							1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Generalist			0.75	0.75	0.75	0.75	1.00	1.00
Information Services Manager	1.00	1.00	1.00	1.00	1.00	1.00		
PC/Network Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Center Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Cook	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Kitchen Asst			0.70	0.70	0.70	0.70	0.70	0.70
Kitchen Aide	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Limited term (grant) Senior Aide					0.75	0.75	0.75	
Dishwasher				0.38	0.38	0.38	0.38	0.38
Senior Center Aide/Van Driver	2.20	2.20	2.20	2.20	2.20	2.20	2.20	2.20
TOTAL CITY CLERK & ADMINISTRATIVE SERVICES	11.30	11.30	12.75	13.13	13.88	13.88	14.13	13.38
POLICE								
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Police Chief	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Admin. Assistant			1.00	1.00	1.00	1.00	1.00	1.00
Department Assistant	1.00	1.00						
Records Clerk	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Police Sergeant	5.00	5.00	5.00	5.00	5.00	5.00	7.00	7.00
Patrol Officers	22.00	21.00	22.00	22.00	22.00	22.00	22.00	22.00
School Resource Officer	1.00	1.00		1.00	1.00	1.00	1.00	1.00
CJTC Officer					1.00			
Community Services Officer	3.00	4.00	2.50	2.50	2.50	3.00	3.00	3.00
Bailiff	0.40	0.40	0.45	0.45				
Child Passenger Safety Program Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
TOTAL POLICE	39.40	39.40	37.95	38.95	39.50	39.00	41.00	41.00

City of Bonney Lake
POSITION SUMMARY

Year	2017	2018	2019	2020	2021	2022	2023	2024
	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Adopted F.T.E.	Amended F.T.E.
PUBLIC SERVICES								
Department of Public Services Director	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Permit Center & Admin. Support Team								
Permit Center Lead	1.0	1.0						
Administrative Supervisor			1.0	1.0	1.0			
Permit Coordinator						1.0	1.0	1.0
Permit Technician I/II	1.0	1.0	1.0	2.0	2.0	2.0	2.0	1.0
Administrative Specialist III	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
GIS Assistant	1.0	1.0	1.0					
Infrastructure Development Team								
City Engineer	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Assistant City Engineer	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Development Review Engineer	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Project Manager	1.0	1.0						
Contract Administrator	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Construction Inspector	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Planning & Building Service Team								
Planning and Building Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Plans Examiner/BO	1.0	1.0	1.0	1.0	1.0			
Senior Building Inspector/Plans Examiner						1.0	1.0	1.0
Building Inspector I	1.0	1.0	1.0	2.0	2.0	1.0	1.0	1.0
Plans Examiner						1.0		
Associate Planner	1.0	1.0	2.0	1.0	1.0	1.0	1.0	1.0
Assistant Planner							1.0	1.0
Assistant Planner/Code Enforcement	1.0	1.0	1.0	1.0	1.0			
Code Enforcement						1.0	1.0	2.0
Public Works Team								
Superintendent of Public Works	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Administrative Supervisor			1.0	1.0	1.0	1.0	1.0	1.0
Administrative Specialist IV	1.0	1.0						
Administrative Specialist I/II	2.0	2.0	2.0	2.0	2.0	1.0	1.0	1.0
Administrative Specialist III						1.0	1.0	1.0
Public Works Operations Engineer	1.0	1.0						
Assistant City Engineer			1.0	1.0	1.0	1.0	1.0	1.0
GIS Analyst	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Electrician	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Assistant Superintendent of Public Works	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lead Worker	5.0	5.0	5.0	5.0	5.0	5.0	5.0	6.0
Facility Maintenance Worker III						1.0	1.0	1.0
Maintenance Worker III			5.0	7.0	7.0	7.0	8.0	8.0
Limited Term MWI/II - Parks	17.0	17.0						2.0
Maintenance Worker I/II	7.0	8.0	22.0	21.0	21.0	21.0	20.0	20.0
Meter Reader/Senior Meter Reader	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Custodian							2.0	2.0
Mechanic I/II	1.0	1.0	1.0	1.0	2.0	2.0	2.0	2.0
Total Public Services Department	58.0	59.0	61.0	62.0	63.0	64.0	66.0	68.0
TOTAL STAFFING (excludes Councilmembers)	136.55	146.55	148.35	151.58	152.68	154.03	158.28	152.73

DECISION CARD
Fiscal Year 2023-2024

Fund Name: General Fund Department Name: Police Division Name: Administration – Professional Svcs.		Project Title: Building Consultant Services Net Project Cost: \$50,000 (2023)	
Project Description/Project Justification			
<i>East Pierce Fire and Rescue will be vacating the Public Safety Building in late 2023. The PSB is in need of significant upgrades due to the age of the building (carpet & HVAC specifically). In addition, the police department has doubled in size since the building was opened in 1993. Consultant services will be required to conduct an assessment of current space needs along with future space needs for the police department. Landscaping and maintenance is another area that will need updating. Utilizing a consultant to understand the needs will assist in determining a cost for the project and a plan to fund the program.</i>			
Summary of Project Costs			
Line Item Cost Detail		Analysis of Net Project Costs:	
Description of Cost	Amount Required	Project Cost: 50,000	
Consultant services	50,000	Less Revenues:	
		Less Charges to other Departments:	
		Net Project Costs (2023): \$50,000	
		Project Expected Recurring Annual Costs	
		Description of Cost	Amount Required
		Consultant Services	\$50,000
Total Project Cost	\$50,000	Total Recurring Annual Costs \$0	

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

Department/Staff Contact: Finance / Cherie Reiersen	Meeting/Workshop Date: November 21 2023	Agenda Bill Number: AB23-120
Agenda Item Type: Ordinance	Ordinance/Resolution/ Motion Number: D23-120	Sponsor:

Agenda Subject: Ad Valorem (Property Tax) Levy to be Collected in 2024.

Full Title/Motion: 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.

Administrative Recommendation: Approve.

Background Summary: Pursuant to Revised Code of WA (RCW) 84.52.020 the Mayor of the City of Bonney Lake must certify to the Pierce County Assessor-Treasurer and the Pierce County Council that the Bonney Lake City Council requests the following levy amounts be collected in year 2024.

The regular levy limit is \$3,600,086 which consists of the lawful regular tax levy multiplied by the 1% limit factor plus the current years assessed value of new construction and improvements and re-levy and refunds. The following are key details to the 2024 proposed levy: (a) the tax levy rate for 2023 per \$1,000 property value was \$0.72755 (rounded); the proposed rate for 2024 is \$0.738941 (rounded). (b) The total City assessed value for 2024 is \$4,861,503,511. (c) The total tax levy in 2023 was \$3,536,303; (d) the total increase to the levy is \$33,060.

Attachments: Ordinance D23-120

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other
Budget Explanation: Adopt Annual Ad Valorem Property Tax to be collected in 2024.				

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Date:	Approvals:	Yes	No
		Chair/Councilmember Carter	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Watson	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Evans	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:		Consent Agenda:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION			
Workshop Date(s):	11/21/2023	Public Hearing Date(s):	11/14/2023
Meeting Date(s):	11/14/2023 & 11/28/2023	Tabled to Date:	

APPROVALS		
Director: Cherie Reiersen, CPA	Mayor: Michael McCullough	Date Reviewed by City Attorney: (if applicable)

ORDINANCE NO. 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.

WHEREAS, the City Council of the City of Bonney Lake is meeting and discussing the biennial budget for the fiscal years 2023 and 2024; and

WHEREAS, the City Council held a public hearing on November 14, 2023, to discuss the feasibility of an increase in property tax revenues for collection in year 2024; and

WHEREAS, the City Council of the City of Bonney Lake after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Bonney Lake requires a regular levy in the amount of \$3,600,085, which includes an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interest.

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

SECTION 1: The City Council of the City of Bonney Lake, Washington, does hereby resolve the city's actual levy amount from the previous year was \$3,536,303; and, the population is more than 10,000; and now therefore, that an increase in the regular property tax levy is authorized for the levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$33,059.96 which is a percentage increase of 1.01% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

SECTION 2: That the taxes to be collected from the levies hereby fixed and made, together with the estimated revenues from sources other than taxation, which constitutes the appropriation of the City of Bonney Lake for the fiscal year 2024, are hereby approved.

SECTION 3: A certified copy of this Ordinance and original Ad Valorem Levy Certification shall be transmitted on or before November 30th of the year preceding the year in which the levy amounts are to be collected to the Pierce County Assessor-Treasurer (Attn: Levy Department; 2401 S. 35th St. Rm. 142; Tacoma, WA 98409); and,

the Pierce County Council (Attn: Clerk, Rm. 1046; County City Building; 930 Tacoma Ave. S.; Tacoma, WA 98402); and, any other governmental office as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BONNEY LAKE and approved by the Mayor this ____ day of ____ 2023.

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: Public Services / Ryan Johnstone	Meeting/Workshop Date: November 21, 2023	Agenda Bill Number: AB23-154
Agenda Item Type: Motion	Ordinance/Resolution/Motion Number: M23-154	Sponsor:

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: 2012 WWTF Interlocal Agreement, proposed 2023 WWTF Interlocal Agreement.

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other
Budget Explanation:				

COMMITTEE, BOARD & COMMISSION REVIEW						
Council Committee Review:	Community Development	Approvals:			Yes	No
	Date: 21 November 2023	Chair/Councilmember	Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
		Councilmember	Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
		Councilmember	Kelly McClimans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Forward to:	Consent Agenda:			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:						
Hearing Examiner Review:						

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 12 December 2023	Tabled to Date:

APPROVALS		
Director: Ryan Johnstone	Mayor: Michael McCullough	Date Reviewed by City Attorney: (if applicable)

INTERGOVERNMENTAL AGREEMENT FOR PHASE II IMPROVEMENTS, EXPANSION AND OPERATION OF THE SUMNER WASTEWATER TREATMENT FACILITY (WWTF)

THIS AGREEMENT is made and executed as of this 19th day of March 2012, by and between the CITY OF BONNEY LAKE WASHINGTON, (hereinafter referred to as Bonney Lake); and the CITY OF SUMNER, WASHINGTON, (hereinafter referred to as Sumner), both of which are municipal corporations organized under the laws of the State of Washington, both of which are collectively referred to as the parties to this Agreement.

WHEREAS, Bonney Lake, Pierce County and South Hill previously entered into an inter local agreement whereby they agreed to participate in the development of a regional sewerage system with BONNEY LAKE being the responsible authority for such project, which agreement was properly executed by Bonney Lake, Pierce County and South Hill in February 1977; and

WHEREAS, a Facility Plan for the regional sewerage system was reviewed and approved by the Environmental Protection Agency (EPA) by letter dated February 28, 1977, and Addendum III, which revised the Facility Plan by providing for the expansion of the Sumner Wastewater Treatment Facility (WWTF) to receive sewage from the region, was reviewed and approved by letter dated July 19, 1979; and

WHEREAS, an interlocal agreement between Bonney Lake, Pierce County, South Hill and Sumner was approved and adopted March 26, 1979, providing for the construction and management of the WWTF, with Sumner agreeing to receive, treat and dispose of the sewage transported to Sumner from the other three parties at Sumner's sewage treatment plant as expanded pursuant to contract, and all parties agreeing to enter into a more detailed contract covering the payment of costs and expenses involved in such transport, treatment and disposal; and

WHEREAS, Bonney Lake, South Hill, Pierce County and Sumner were the four Original Participants who executed a Contract dated November 21, 1984 for the purpose of providing for the expansion, operation, and maintenance of the WWTF; and

WHEREAS, the purpose of that November 21, 1984 Contract was stated to be as follows: It is the purpose of this contract to provide for an intergovernmental arrangement appropriate to carry out the improvement of the existing wastewater transmission, treatment and discharge facilities serving Bonney Lake, Pierce County and South Hill and capable of serving other territory in unincorporated and incorporated areas in the Puyallup River Basin as called for in the current Facility Plan or in the sewerage general plan, as it now exists , or as hereafter amended, and to operate and maintain such facilities; and

WHEREAS, Bonney Lake was responsible for and oversaw the cost, design and construction of the expansion of the WWTF on behalf of Bonney Lake, Pierce County, and South Hill, pursuant to the 1984 Contract; therefore, after construction, Bonney Lake, Pierce County, and South Hill

owned capacity rights in the Sewage Treatment Plant in the 1.42 M.G.D. average daily flow amount of that Plant expansion; and

WHEREAS, at the time of the November 21, 1984 Contract for the Bonney Lake expansion of the Sumner Wastewater Treatment Facility, the existing WWTF at the Sumner site was owned and operated by the City of Sumner and had a capacity of 1.2 M.G.D. average daily flow, and a 3.0 M.G.D. peak flow; and

WHEREAS, the Bonney Lake expansion of the Sumner WWTF pursuant to the 1984 Contract included the expansion of the existing Sewage Treatment Plant to provide secondary biological sewage treatment and sludge disposal in accordance with all local, state and federal guide lines for the use of Bonney Lake, Pierce County, and South Hill. The sewage treatment plant addition was approved by the State of Washington, Department of Ecology in 1982, and it provided additional capacity of 1.42 M.G.D. average daily flow, and a peak flow of 3.56 M.G.D. for the use of Bonney Lake, Pierce County, and South Hill; and

WHEREAS, Bonney Lake has since acquired by transfer agreement in 2002 with Pierce County, in addition to its own rights and interests, all rights and interests of Pierce County and South Hill in the facilities that were constructed pursuant to the November 21, 1984 Contract, and thereafter, including, but not limited to, all of their rights and interests in the Sumner Treatment Plant as expanded, including the continuing capacity ownership rights to 1.42 M.G.D. average daily flow, and a 3.56 M.G.D. peak flow added pursuant to the 1984 Contract; and

WHEREAS, concurrently with Bonney Lake's acquisition of Pierce County and South Hill's rights and interests by a transfer agreement in 2002 with Pierce County, an intergovernmental agreement was executed on May 6, 2002 between Sumner and Bonney Lake for the improvements and further expansion of the Sumner WWTF, hereinafter referred to as "Phase I;" and

WHEREAS, pursuant to the 2002 Agreement (Phase 1 agreement), the purpose was to address 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 agreement also addressed how the parties shall share operation and maintenance costs and continue the relationship into the future; and

WHEREAS, section 4.0 of the 2002 Agreement provides that the WWTF improvements will provide a permitted capacity of a minimum of 4.6 million gallons per day; Bonney Lake will be entitled to 2.3 million gallons per day of capacity in the improved and expanded plant; Sumner will be entitled to 2.3 million gallons per day of capacity in the improved and expanded plant; All costs associated with the project shall be divided in proportion of the capacity used by each party. Bonney Lake will finance 50% and Sumner will finance 50% of all project costs associated with the project; and

WHEREAS, section 2.0 of the 2002 Agreement requires ten reconciliations to occur every 2 years over a 20 year period, whereby the City that used more than 50% of the capacity would transfer

funds to the city which used less than 50% of the capacity based upon a simple arithmetic average. Since 2002 there have been two reconciliations to date and Bonney Lake has transferred funds to Sumner and,

Whereas, the parties have reviewed this history of the previous WWTF contracts and other consideration and now agree that the current shared capacity is 2.1 MGD for Sumner and 2.5 MGD for Bonney Lake; and

WHEREAS, said Phase I agreement remains in effect until terminated by the mutual agreement of both parties; and

WHEREAS, the City of Sumner holds National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit No. WA-0023353 for this facility; and

WHEREAS, Bonney Lake and Sumner desire to further expand and operate the WWTF under terms of this new Contract that will address increased WWTF capacity greater than the Phase I NPDES permit allows in order to serve increasing numbers of customers (hereinafter referred to as "Phase II"); and,

WHEREAS, the State of Washington Department of Ecology notified the City of Sumner on January 12 and February 11 of 2010, that Sumner must initiate planning to increase the WWTF capacity to process Total Suspended Solids (TSS); and,

WHEREAS, the Biological Oxygen Demand (BOD) is also nearing current plant capacity; and,

WHEREAS, each City has received a 2012 Public Works Trust Fund Loan commitment of \$4.7 million each from Washington State to construct this expansion and to make improvements to the perimeter wall and effluent pump station; and

WHEREAS, each City desires to clarify the areas to be served by each City with this expanded plant capacity; and

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

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

SECTION 1.0 - PURPOSE

Bonney Lake and Sumner agree that time is of the essence, and design and construction of improvements and expansion of the WWTF must proceed. This agreement addresses how the parties will manage, finance, share costs and review the work performed by the consulting engineers/construction contractors during the design and construction phases of the proposed capital improvements. The agreement also addresses how the parties shall share monthly operation and maintenance (O&M) costs, associated with the expanded facilities in the future. The agreement also defines the respective capacity ownership shares of each party and describes how the amount of those shares may change in response to future demands.

SECTION 2.0 – PREVIOUS 2002 AGREEMENT

The intergovernmental agreement dated May 6, 2002 between the parties for the Phase I improvements and expansion of the Sumner Wastewater Treatment Facility, shall remain in effect until this successor agreement is executed by both parties, with still pertinent terms merged into this agreement. (Payments required under Section 4.0 (CIP “true up”) of that agreement shall terminate as of 9/30/11.) All prior WWTF agreements and/or contracts and those agreements’ respective terms are, upon execution of this agreement, hereby specifically superseded and deemed null and void.

SECTION 3.0 PHASE II PROJECT

A. Capital Improvements.

The parties have agreed to proceed with design and construction of the Perimeter Wall and Effluent Pump Improvements in order to avoid potential flood related impacts on the WWTF current operation. The parties have agreed to move forward with the design of the WWTF expansion project in order to meet time lines set in order to receive the PWTF loan and to avoid plant discharges not approved by NPDES permit. Cost sharing of these expenditures and Phase II construction will be shared that are included in the 2012 Public Works Trust Fund (PWTF) loan application. Each city has received a \$4.7 million loan guarantee from Washington State. Cost sharing for design and construction shall occur as follows:

1. Perimeter Wall and Effluent Pump Improvements. The 2009 FEMA flood insurance rate maps raised the 100-year flood elevation five feet. This requires the existing WWTF perimeter flood wall be raised 3.5 feet to provide adequate flood protection. The capacity of the existing effluent pump station must also be increased to ensure that the WWTF can continue to discharge to the White River during a 100-year flood event. All costs related to the design and construction shall be split 50/50 between the two cities.
2. Phase II Plant Expansion. Increase the plant's capacity of handling BOD, TSS and MGD in accordance with the “Wastewater Treatment Plant Capacity Increase Analysis” by Gray and Osborne dated October 2009, which generally identifies construction of a third aeration basin sized larger than the two current aeration basins, a third secondary clarifier, and add a third primary clarifier. Upgrade existing influent pumps, and add equipment to increase UV treatment

capacity. Costs shall be in proportion to the capacity each city has identified it needs to meet its currently foreseeable growth as specified below.

3. PWTF Loan Utilization. Should the amount of the Capital Improvements exceed one City's PWTF loan, the parties shall cooperate to ensure that the other City shall have the benefit of any remaining funding from its PWTF loan to the extent possible. Costs exceeding the PWTF loan amount shall be funded by the benefitting City.

SECTION 4.0 - CAPACITY ALLOCATION AND CAPITAL IMPROVEMENT COST SHARE

The parties agree that Sumner currently owns capacity rights to 2.1 MGD and Bonney Lake owns capacity rights to 2.5 MGD. Sumner wants to purchase .7 additional MGD for a total of 2.8 MGD and Bonney Lake wants to purchase all of the remaining additional MGD available for a total to equal at least 4+ MGD.

A. Capacity Allocation. The WWTF improvements will increase the treatment capacity of the plant to an amount the parties expect will be sufficient to raise the MGD (million gallons per day) capacity to permit at least 6.9 MGD (at least 2.3 additional permitted MGD) maximum month average daily flow (effluent discharge into the river) capacity. The parties agree and understand that the final capacity numbers will be specified in the to-be updated NPDES Water Discharge Permit.

1. Bonney Lake will own the right to _TBD*__ MGD of capacity in the improved and expanded plant. (* Amount to be determined and filled into the final version of this Contract by subtracting Sumner's 2.8 MGD from the Permitted MGD.)

2. Sumner will own the right to 2.8 MGD of capacity in the improved and expanded plant.

B. Cost Sharing. All costs associated with the plant expansion generally identified in Section 3.2 including costs for contract management shall be divided in proportion to the capacity right owned by each party. Costs subject to this formula shall only include those expended for planning, design, and construction related to increased capacity. These costs shall not include property acquisition or overhead incurred by either City, and these and other associated costs shall instead be covered under Section 8.0 and shared on a 50/50 basis.

SECTION 5.0 - CONTRACT MANAGEMENT AND RESPONSIBILITIES FOR THE PHASE II EXPANSION

Sumner as the owner of the WWTF is the lead agency. Contracts for engineering design services and construction are between Sumner and the Design Firm, Equipment Supplier(s) and Construction Contractor(s). There will be a meeting each month to review progress during the design and construction of the improvements. The Directors of Public Works or their designee shall attend these meetings.

The Public Works Directors shall jointly review designs, change orders, schedules, bid awards and recommendations of the Consultant. Should changes in design and/or construction costs necessitate exceeding the bid award amounts, including a contingency if any, the parties agree to seek additional approval of each city's city council, which approval shall not be unreasonably withheld. Any cost increases shall be paid for consistent with the cost sharing provisions pursuant to section 4.0.

SECTION 6.0 - FINANCE

Sumner and Bonney Lake have received Public Works Trust Fund loans. Each City will be responsible for its own local share matching requirements and loan repayment. A supplemental agreement to this may be arranged to meet the needs of section 3.0.3.

SECTION 7.0 - REIMBURSEMENT FOR PRELIMINARY FUNDS ALREADY EXPENDED

Funds have been expended for preliminary engineering/planning, additions to the Facilities Plan to obtain approval from the Washington State Department of Ecology, and preparation of loan applications. All of these costs are associated with this project. Sumner has paid Gray & Osborne \$21,991 for this work as well as direct staff resources for preparation and design contract. Sumner shall provide Bonney Lake with a report detailing these expenses and when they occurred as Attachment 1. The Public Works Directors shall review and determine the applicability of these costs to this agreement. These costs shall be considered part of the costs of design for the expansion project, and shall be paid on a proportionate basis as provided in Section 4.0.B. Bonney Lake agrees to make a one-time payment to Sumner in the proportionate amount of these costs within 30 days of the execution of this agreement (subject to final adjustment based on the final computation of each party's proportionate share).

SECTION 8.0 - REIMBURSEMENT FOR OTHER EXPENDITURES

The cost of land acquisition or pre-existing house purchase/demolition shall be split on a 50/50 basis.

SECTION 9.0 - OPERATION AND MAINTENANCE

Sumner as the owner and operator of the WWTF shall make all reasonable efforts to operate the plant 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 train staff to execute these goals and objectives.

Sumner shall maintain separate budgeting and accounting for the WWTF O&M costs (Fund 402.38) from sewer collection system O&M costs. The Public Works Director of Sumner shall submit a draft budget for the WWTF operations and maintenance for the following year with adequate supporting data to the Public Works Director of Bonney Lake by September 30th of each

biennial year for review and comment. Supporting data shall include details concerning allocation of costs including, but not limited to:

1. Any Operating Transfers, 402.38.597. Including Information Technology and Equipment Reserve.
2. Maintenance Costs, 402.38.535.500. Including Salary and Wages, Professional Services, Communication, Insurance, Public Utility Services (Power and Gas), Repairs and Maintenance, Training, Intergovernmental Professional Services, and Other Improvements .

An explanation on how the WWTF benefitted from these charges shall be addressed. The Directors shall meet and agree on a draft biennial budget by October 15th for submittal to their respective Mayors and Council. The approved budget by Sumner shall be delivered to Bonney Lake for their records.

Sumner shall invoice Bonney Lake for their share of the WWTF's operation and maintenance costs each month. The bills shall be submitted by the 30th day of the following month. Bills are due within 30 days after billing. Billings shall be based on the Sumner WWTF budget (Fund 402.38) divided by 24, except for the final December billing, multiplied by the percentage of use of the facility as measured by the parameters of flow, five-day biochemical oxygen demand (BOD), and total suspended solids (TSS). Sumner will adopt and follow a cost allocation study for Sumner to be used as a basis for attributing the operation and maintenance costs to the WWTF. If a dispute arises as to the final attributions, the issue shall be resolved according to Section 26.0. Each year, the final December billing will be based on the actual cost of operations less the 11 previous payments multiplied by the percentage of use in December as described above.

Sumner shall submit quarterly expenditure reports to Bonney Lake Public Works Director for review. The 3rd Quarterly report will include an estimate of the total expenditures for the fiscal year. If an unexpected expenditure arises that will increase the budget requiring approval of a budget amendment, the Joint Council Advisory Committee will be convened and briefed by the Public Works Directors on the need prior to submittal of budget amendments to their respective City Councils.

SECTION 10.0 - PAYMENT IN LIEU OF TAXES (P.I.L.O.T. FEE)

As compensation for impacts to Sumner due to the siting of the WWTF within the municipal boundaries of Sumner, Bonney Lake will remit to Sumner a P.I.L.O.T. fee in the amount of 5% of the O&M direct costs charged to Bonney Lake. Said fee will be included in the monthly invoices to Bonney Lake. This section shall be discontinued and "sunset" as of 12/31/2022.

SECTION 11.0 - SALES TAX ON CONSTRUCTION

The parties agree that Sumner's local portion of sales (currently at .85%) received on the construction of current Phase II improvements identified in Section 3.0.A.2 to the WWTF shall,

for purposes of this section, be split among the two cities in proportion to each party's respective share of project costs as defined in Section 4.0.B above. Based on this computation, Sumner agrees to pay Bonney Lake an amount equal to Bonney Lake's proportionate share as specific consideration for the Section 34 dismissal and waiver regarding Sumner's land use/UGA modification identified in that Section.

SECTION 12.0 - Audit Review

Any member of the Advisory Committee or a representative of such member may examine the books and records of any party which relate to the Joint Facilities, the administration thereof, or of this contract. Such books and records may be examined at any reasonable time during business hours of that party so long as a reasonable opportunity is given to that party to assemble such books and records and provide for a convenient location for such examination. The Advisory Committee may appoint an advisor or accountant to review such books and records. The party requesting the review shall pay its own costs for such review.

SECTION 13.0 - HAZARDOUS MATERIAL DISCHARGES TO SYSTEM

Both parties to this agreement have sewer use ordinances prohibiting the discharge of certain flammable, corrosive, toxic and other wastes and materials that are detrimental to the WWTF or the waste process. Each party shall enforce its ordinance and it shall be responsible for any damages or cost incurred from the discharge of such wastes or materials from its sewer collection system to the plant. Both parties to this agreement have ordinances covering the requirements for pretreatment of certain wastes at the source before discharge to the public systems. Any waste loads with pollutants or concentration of pollutants that are significantly different than domestic waste shall require pretreatment. Both parties to this agreement shall enforce its pretreatment ordinance to comply with the requirements set forth in the WWTF's NPDES permit.

SECTION 14.0 - POINTS OF CONNECTION

The parties have connected collection lines to the WWTF. Should future WWTF improvements or modifications require the relocation of the existing points of connection or additional points of connection, each party necessitating the relocation or additional connection point shall submit suitable plans and specifications for review and approval by the other party. All costs of design and construction will be borne by the City benefiting from the modification.

SECTION 15.0 - FLOW METERING AND MONITORING.

Sumner shall maintain the flow monitoring equipment and facilities to measure and record daily wastewater flow to the WWTF from both Sumner and Bonney Lake. Sumner shall calibrate the meters at least once each calendar year. Sumner shall monitor the amount of wastewater flowing to the Sumner's main from the Bonney Lake sewer collection system (flow data) and the Sumner sewer collection system. If Sumner becomes aware of any anomalies in the flow data or other unusual occurrences by either City, Sumner shall communicate the same to Bonney Lake.

SECTION 16.0 - INFLOW & INFILTRATION

Both Cities shall create a wastewater Capacity, Management, Operations, and Maintenance (CMOM) program or other appropriate program designed to reduce Inflow and Infiltration (I&I). This program shall be based on guidelines developed by the U.S. Environment Protection Agency to prevent Sanitary Sewer Overflows (SSO). Many of the elements of this program are already incorporated into the respective Cities O&M and Best Management Practices.

Both Cities agree that extraneous storm water and groundwater that enter their respective collection system uses plant capacity and adds a cost to treatment. Both parties agree to continue all reasonable efforts to keep I&I to a minimum. Each party is responsible for identifying the sources of its Inflow and Infiltration and taking the necessary corrective measures to eliminate it, including but not limited to: Replacing or rehabilitating the defective sewer pipe, lateral and/or manhole; Pipe grouting/sealing – using a cement-based or other material to fill a hole or crack in a pipe or manhole; Pipe relining – inserting a flexible liner into a defective sewer pipe or sewer service lateral which hardens into an impervious surface; Disconnecting known inflow sources, such as cross-connected catch basin drains, footing drains or downspouts; Installing drainage systems that will allow cross-connected sewers to be separated; Backflow valve (or other plumbing upgrade) installation.

The annual report shall include those actions taken by both cities to implement CMOM or other appropriate practices and reduce I&I, and the estimated cost thereof.

SECTION 17.0 - INDUSTRIAL PRETREATMENT

Sumner shall be responsible for regulation and control of any industrial wastewater that is delivered to the WWTF. Sumner shall adopt suitable pretreatment regulations for industrial wastewater. The parties shall develop an addendum to this agreement as necessary to address industrial wastewater pretreatment to carry out and satisfy all applicable federal and state pretreatment regulations.

SECTION 18.0 - CAPACITY LIMIT

A. The Joint Advisory Committee shall consist of the Mayor of each city, one Council member from each city as appointed by their respective Council, the City Administrator of each City or their designee, and the Public Works Director of each City.

B. Each year the Joint Advisory Committee shall meet in October to review the operations of the plant, consider any major improvements that may be required, consider any budget issues, and review each party's compliance with this agreement. Each party will present projected growth and the waste loading associated therewith for the next two years for consideration of the impact on the plant. Both parties agree that they will not exceed their respective shares of the permitted capacity of the WWTF, without the express written authorization of the other. The parties agree to

cooperate to remediate any legal restrictions placed on the use of the WWTF by the Department of Ecology.

SECTION 19.0 - RESPONSIBILITY SEWER SERVICE AREA

This agreement is intended to address each city's sewer treatment needs through at least the year 2062. It is the desire of each city to use its share of WWTF capacity to primarily support properties located within their current jurisdiction and their service area. However, since neither city can predict future changes to the growth management act, water quality regulations, state and federal mandates, governance structures, etc., this agreement is not intended to constrain either city from using its capacity rights to serve those areas each city deems appropriate, consistent with state law, or are legally required to serve in the future.

The primary service areas supported by this Agreement are as shown by Attachment 2 (Sumner RSSA) and Attachment 3 (Bonney Lake RSSA) of this agreement, and the combined WWTF RSSA in Attachment 4. WWTF sewer services shall not be provided to the area generally referred to as Cascadia or Tehaleh without the prior approval of Sumner. Any request for sewer service outside of these areas shall be reviewed by both parties to this agreement prior to any commitment of service. Prior review does not ensure the future use of the WWTF capacity unless the parties mutually agree to such future use, provided that, as long as the requesting party is underutilizing its possible capacity under Section 31, such future use of the WWTF will be approved.

SECTION 20.0 - ANNUAL REPORT

Sumner shall submit to Bonney Lake on or before March 1 of each year, beginning with March 1, 2013, a report showing, at a minimum: the aggregate annual flow data to the WWTF, including a breakdown of flow generated by Bonney Lake and Sumner users for the previous calendar year ended December 31. The annual operation and maintenance costs of the WWTF for the same period will be submitted by June 1st of the following year in such detail as the party's agree. Additionally, Sumner shall copy Bonney Lake on any correspondence received from or sent to the Washington Department of Ecology (DOE), U.S. Environmental Protection Agency, or any other governmental entity having jurisdiction over the operation of the WWTF. To the extent practicable, Sumner shall endeavor to forward copies of said correspondence to Bonney Lake via email or other electronic delivery.

SECTION 21.0 - TERMINATION

It is the intent of the parties, that this agreement outlines both the Phase II construction project and the Cities' relationship in sharing the use of the WWTF. Both parties agree that this agreement is a model for continued cooperation in sharing the facility, and for planning future expansion if needed, and may, with or without modification, continue into the future until terminated by mutual agreement. The net proceeds from the sale of any real estate that was acquired with funds from both parties, shall be shared by the parties in direct proportion to their

respective shares of the costs incurred when acquired. The net proceeds from the sale of any other property shall be shared equally.

SECTION 22.0 - HEIRS, SUCCESSORS AND ASSIGNS

The obligations imposed by this Agreement shall be a covenant between Bonney Lake and Sumner and shall be binding upon both cities and their heirs, successors and assigns. Neither party may assign any part or all of its rights or obligations under this agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

SECTION 23.0 - INDEMNIFICATION AND DEFENSE

Sumner shall defend, indemnify and save harmless Bonney Lake, its officers, employees, agents and assigns from any and all costs, claims, judgments, or awards of damages resulting or allegedly resulting from the acts or omissions of Sumner, its officers, employees, agents or assigns associated with this Agreement. In executing this Agreement, Sumner does not assume liability or responsibility for, or in any way release Bonney Lake from liability or responsibility which arises in whole or in part from the existence or effect of Bonney Lake ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Bonney Lake ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, Bonney Lake shall defend the same at its sole expense, and if judgment is entered or damages are awarded against Bonney Lake, Sumner, or both, Bonney Lake shall satisfy the same, including all chargeable costs and attorney's service charges. Bonney Lake shall defend, indemnify and save harmless Sumner, its officers, employees, agents, and assigns from any and all costs, claims, judgments, or awards of damages resulting or allegedly resulting from the acts or omissions of Bonney Lake, its officers, employees, agents or assigns associated with this Agreement. In executing this Agreement, Bonney Lake does not assume liability or responsibility for, or in any way release Sumner from any liability or responsibility which arises in whole or in part from the existence or effect of Sumner ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Sumner ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, Sumner shall defend the same at its sole expense, and if judgment is entered or damages are awarded against Sumner, Bonney Lake, or both, Sumner shall satisfy the same, including all chargeable costs and attorney's service charges.

SECTION 24.0 - INSURANCE COVERAGE

Bonney Lake and Sumner shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage as currently provided in 2012 by WCIA coverage.

SECTION 25.0 - NOTICE

Any formal notice or communication to be given by Bonney Lake to Sumner under this Agreement shall be deemed properly given, if delivered, or mailed postage prepaid and addressed to:

City of Sumner
Attn: City Administrator
1104 Maple Street
Sumner, WA 98390

Any formal notice or communication to be given by Sumner to Bonney Lake under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of Bonney Lake
Attn: City Administrator
9002 Main Street E.
P.O. Box 7380
Bonney Lake WA 98391

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either party giving notice thereof to the other party as herein provided.

SECTION 26.0 - DISPUTES

The laws of the State of Washington shall govern this Agreement. Disputes regarding this Agreement shall be resolved as follows:

1. Alternative Dispute Resolution. If a dispute arises from or relates to the terms of this Agreement or the breach thereof, or to the O and M biennial budget amounts charged to the WWTF, and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution (or other mutually agreeable alternative dispute resolution service) service rules or policies before resorting to arbitration. The mediator will be selected by agreement of the parties.

2. Arbitration. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration either by an arbitrator selected by the parties, or if the parties cannot agree to an arbitrator, by a single arbitrator appointed by the American Arbitration Association under its Commercial Dispute Resolution Procedures. All fees and expenses shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

SECTION 27.0 - WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 28.0 - AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

SECTION 29.0 - SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

Section 30.0 THIRD PARTIES

The parties do not intend to create any third-party beneficiaries to this Agreement, including the attachments. No third-party cause of action is created by virtue of this Agreement or any attachment for any person or entity.

Section 31.0 FUTURE EXPANSION OF WWTF

A. The parties agree to prepare a Feasibility Study that determines the ability of the current WWTF site to meet a total demand of both cities of 9.3 MGD (6.5 MGD Bonney Lake and 2.8 Sumner). However, both Parties recognize and agree that this estimate of future capacity needs is based upon a good faith effort and has been made without detailed analysis.

B. This Feasibility Study may be done as part of the Phase II design by the selected engineering firm in 2012 but such study shall not delay the Phase 2 expansion. The study shall include a planning level cost estimate of the expansion options, broken down into 0.5 MGD increments. The Study shall include, but not be limited to tertiary treatment and use of MBR technology as two of the alternatives for future expansion of capacity. The costs of this Feasibility Study will be borne solely by Bonney Lake as Sumner's future capacity needs will be satisfied with the Phase 2 plant expansion.

C. The Feasibility Study of future capacity needs will be based upon and limited strictly to the WWTF Future Demand Estimate of 6.5 MGD by Bonney Lake. Should Bonney Lake's needs expand and result in an increase of the associated and identified estimated RE of 6.5 MGD, the parties agree to negotiate the reallocation of the capacity, if available, based on reimbursements to Sumner of the actual costs per MGD paid by Sumner at the time of the Phase 2 expansion. An accounting of the costs shall be added as an attachment to this agreement as Attachment 5.

D. If sufficient reallocation of capacity is not available from Sumner, and if it is feasible to expand the WWTF, the parties agree that Bonney Lake may pay for the construction of the future expansion of the WWTF to meet the needs of Bonney Lake, in cooperation with Sumner, provided that any future Bonney Lake increase in WWTF capacity above 9.3 MGD will require the mutual agreement of both parties.

SECTION 32.0 FUTURE COOPERATION TO RESOLVE TRAFFIC ISSUES

The parties agree to work jointly to propose and lobby for consistent transportation projects to alleviate the impacts of current and future planned development that affects either party. Specifically, the projects include:

1. Improvements to SR 410 including its interchanges;
2. Improvements to SR 167
3. Cascadia/Tehaleh
4. 214th/218th corridor

SECTION 33.0 PENDING LITIGATION - DISMISSAL

It is further agreed between the parties that, in consideration of the City of Sumner's approval and adoption by the Sumner City Council of the terms and conditions contained herein, and specifically the payment due under Section 11, that Bonney Lake will dismiss with prejudice the appeal filed on behalf of Bonney Lake with the Growth Management Hearings Board in the action commonly known as Friends of Pierce County, et al. v. Pierce County No. 12-3-0002c. Additionally, Bonney Lake further agrees not to challenge or file any appeal or cause of action related to the annexation of the Orton Junction area or any future City or County approval of decisions or actions which are made or taken in accordance or consistent with Pierce County Comprehensive plan amendments commonly known as C-5, U-3A, and U-3B adopted pursuant to ordinance no 2011-60s2, provided said decisions or actions are consistent with said amendments and Exhibit O to Ordinance No. 2011-60s2 (Seven Principles Agreement).

CITY OF SUMNER

By: 

Mayor

Date

Approved as to Form:



City Attorney

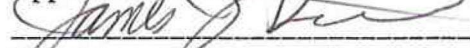
CITY OF BONNEY LAKE

By: 

Mayor

Date

Approved as to Form:



City Attorney

ATTACHMENTS

1. Report of funds already spent on G&O and staff (Section 7.0)
2. Map of Sumner RSSA (Section 19.0)
3. Map of Bonney Lake RSSA (Section 19.0)
4. Map of Combined RSSA (Section 19.0)
5. Actual average cost per M.G.D. paid for Phase II construction (Section 31.0)

ATTACHMENT 1

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Sumner - Wastewater Treatment Plant Capacity Increase Study

Tasks	Principal Hours	Project Eng. Hours	CADD Tech. Hours
1 Review Existing Information	1	16	
2 Develop Sampling/Testing	1	8	
3 Evaluate Alternatives	4	40	
4 Compare/Recommend Options	2	40	
5 Prepare Report	2	24	24
6 Meetings and Reviews	2	12	
QA/QC	2	4	
Hour Estimate:	14	144	24
Estimated Hourly Rates:	\$56	\$38	\$28
Direct Labor Cost	\$784	\$5,472	\$672

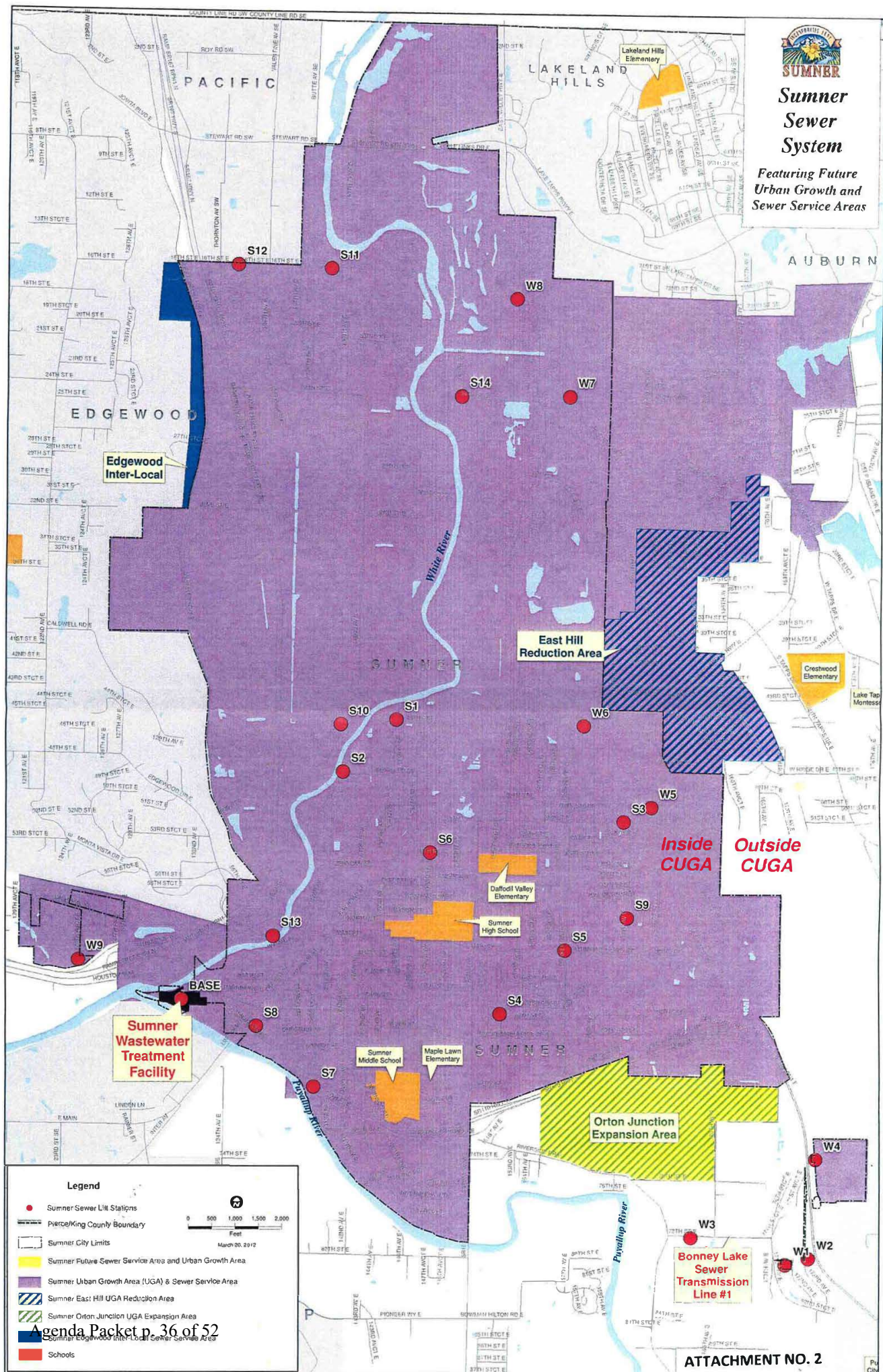
Subtotal Direct Labor:	\$ 6,928
Indirect Costs (171%):	\$ 11,847
Total Labor Cost:	\$ 18,775
Fee (15%):	\$ 2,816
Subtotal Labor & Fees:	\$ 21,591
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.55/mile)	\$ 200
Printing	\$ 200
TOTAL ESTIMATED COST:	\$ 21,991

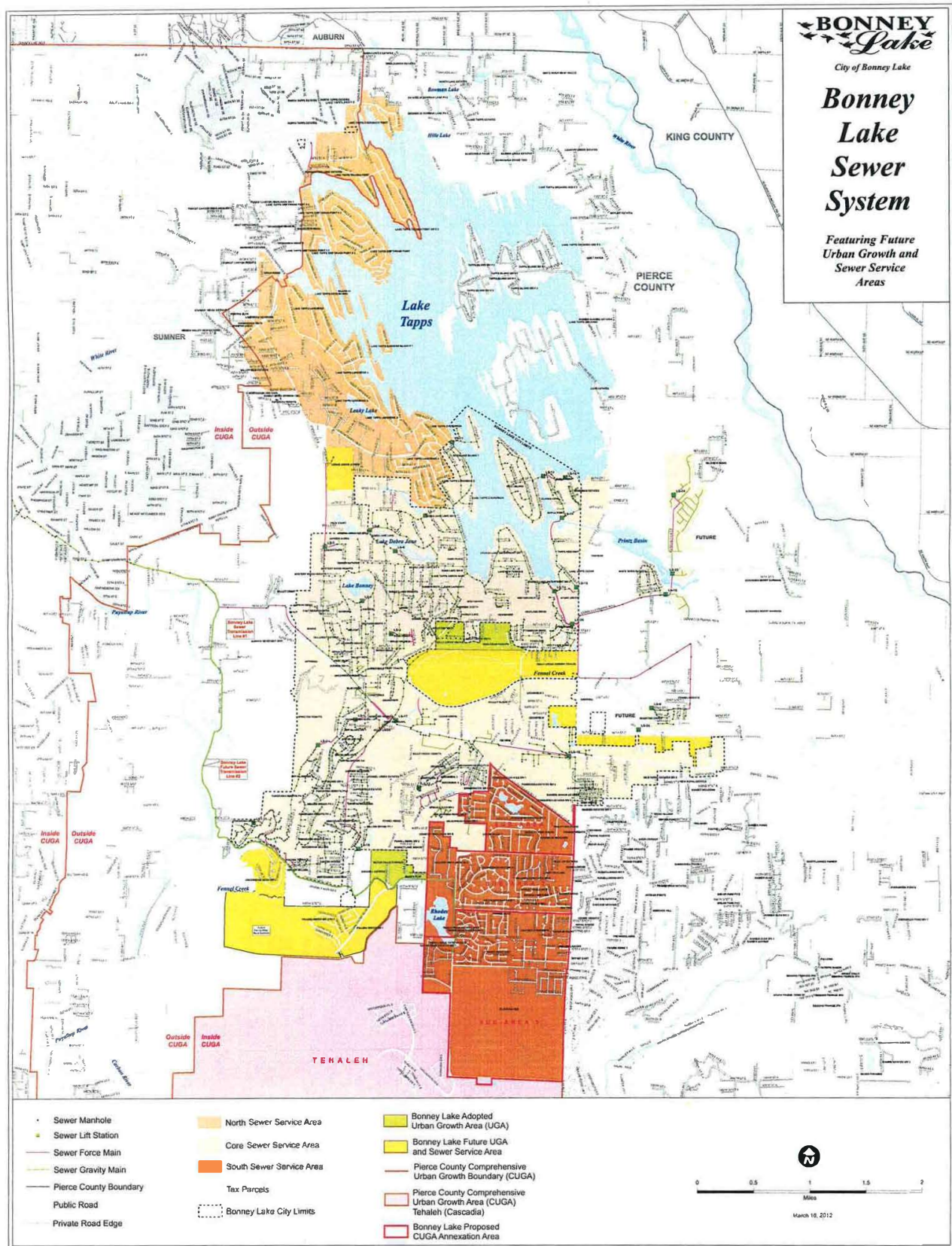
CIP 09-08 WWTF Capacity Increase Study		
Check #	Date	Amount
74843	9/8/2009	\$2,000.38
74996	9/21/2009	\$18,517.06
75466	11/16/2009	\$1,473.56
TOTAL		\$21,991.00



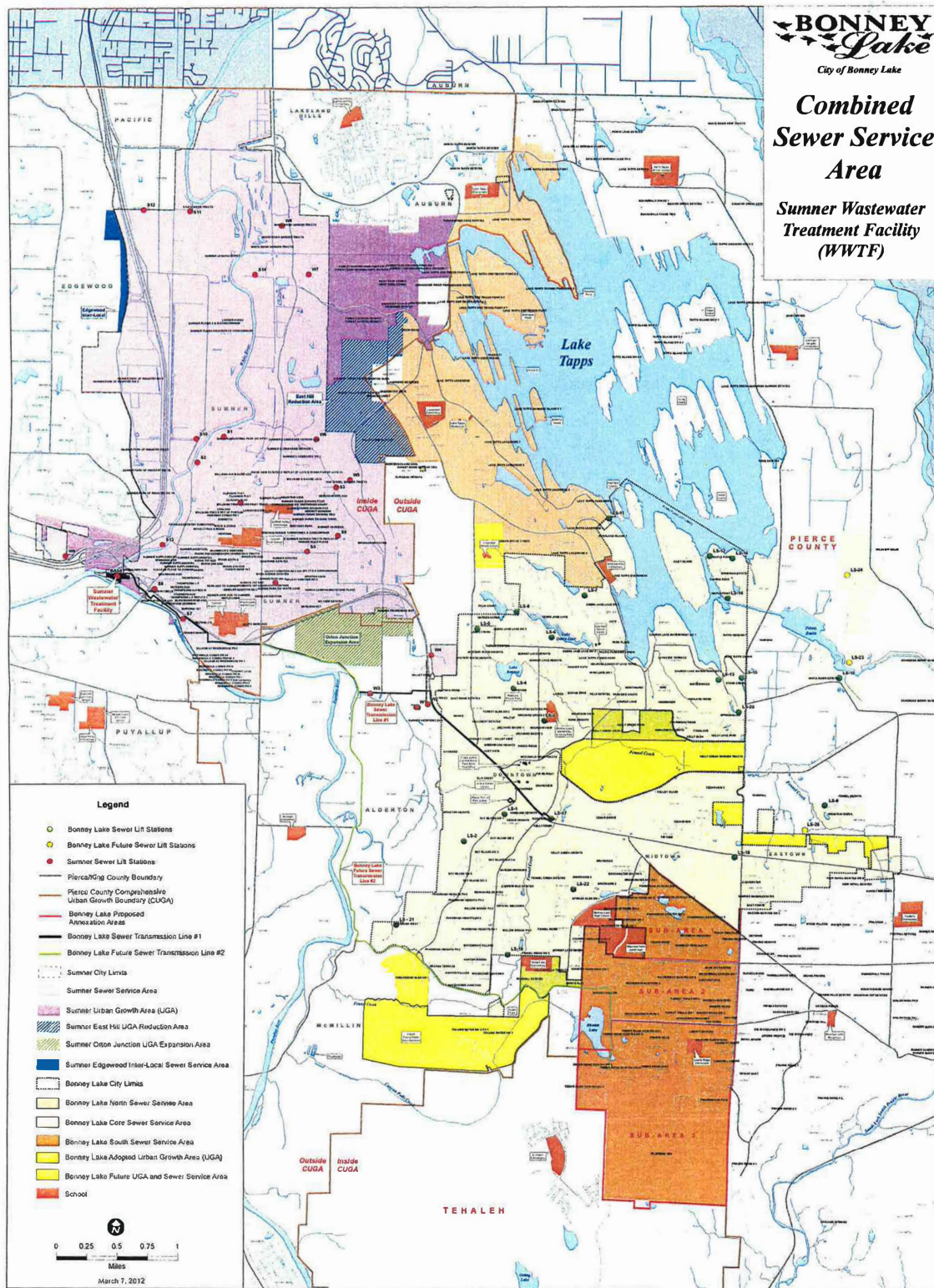
Sumner Sewer System

Featuring Future
Urban Growth and
Sewer Service Areas





ATTACHMENT NO. 3



ATTACHMENT NO. 4

**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 _____, 2023 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:
 - A. **Administrative Lead.** Agency responsible for the coordination, administration, and management of this Agreement.
 - B. **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.
 - C. **Agreement.** Means this Interlocal Agreement Between the City of Sumner and the City of Bonney Lake, Washington for Cooperative Wastewater Services.
 - D. **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).

- E. **Capacity Ownership.** The amount of total flow, total BOD, and total TSS assigned to each party as outlined in 5.A below.
- F. **Capacity Ownership Percentage.** Each Party's share of WWTF loading limit for total flow, total BOD, and total TSS expressed as a percentage.
- G. **Capacity Usage.** The amount of actual total flow, total BOD, and total TSS received by the WWTF from each Party.
- H. **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.
- I. **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.
- J. **Compliance Improvements.** Any WWTF upgrades or improvements required to achieve compliance with newly established, or more restrictive, conditions within the WWTF NPDES Permit.
- K. **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.
- L. **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.
- M. **Clean Water Act.** The Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.
- N. **Future Expansion.** Any WWTF upgrades or improvements initiated to accommodate increased Capacity Ownership from either Party.
- O. **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.
- P. **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.
- Q. **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.

- R. **Joint Advisory Committee.** The committee responsible for providing input related to the administration of this Agreement.
- S. **Joint Facility.** The WWTF serving Sumner and Bonney Lake.
- T. **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.
- U. **Capital Improvements.** Any upgrades that improve the routine operations of the WWTF, with a useful life of two or more years.
- V. **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.
- W. **Joint Facility Operations and Maintenance Expenses.** Expenses attributed to Joint Facility Operations and Maintenance.
- X. **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.
- Y. **Non-Domestic Wastewater.** Wastewater that is not Domestic Wastewater.
- Z. **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.
- AA. **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.
- BB. **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.
- CC. **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.
- DD. **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.

- EE. **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.
 - FF. **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.
 - GG. **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.
 - HH. **Wastewater Treatment Facility Plan.** The Wastewater Treatment Facility Final Comprehensive Facility Plan Addendum 3 (Gray & Osbourne, 2023), or current adopted plan.
 - II. **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. The parties specifically acknowledge that they have been operating without an active agreement since January 1, 2023, through the date of execution of this Agreement, and to that end 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	Flow (MGD)	BOD (lbs/day)	TSS (lbs/day)
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Bonney Lake	3.3	462	824
Sumner	2.8	394	702
Total Permit	6.1	856	1526
Percent Capacity Ownership: Bonney Lake	54%	54%	54%
Percent Capacity Ownership: Sumner	46%	46%	46%

- 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.**
- 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.
 - 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.
 - 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 Limit's 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.

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.

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.

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.
- 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	City Administrator

Email: ca@cobl.us	
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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.

Dated this _____ day of _____, 2023.

Attest/Authenticated:

City of Bonney Lake

Sadie Schaneman
City Clerk

Michael McCullough, Mayor

Approved as to Form:

Jennifer Robertson City Attorney

Attest/Authenticated:

City of Sumner

Michelle Converse, City Clerk

Kathy Hayden, Mayor

Approved as to Form:

Andrea Marquez, City Attorney