SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: If you have signed up prior to the Council meeting to speak with respect to a particular ordinance or resolution appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address such items on the “Consent Agenda” should do so during the “Citizen Comments” portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before taking action. Please look for the sign-up sheets near the Council Chamber doorway. (See Item II.B. for Citizen Comments on other items of City business.)

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

I. CALL TO ORDER – Mayor Neil Johnson, Jr.
   A. Flag Salute
   B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.
   C. Announcements, Appointments and Presentations:
      1. Announcements: None.
      2. Appointments: None.
      3. Presentations:
         a. Mayor For A Day – Felix Revelee.
   D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:
   A. Public Hearings: None.
   B. Citizen Comments:
      You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the “Consent Agenda” should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.
   C. Correspondence

III. COUNCIL COMMITTEE REPORTS:
   A. Finance Committee
   B. Community Development Committee
   C. Public Safety Committee
   D. Other Reports
IV. CONSENT AGENDA:
The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

A. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:**
   - Accounts Payable checks/vouchers #66341-66409 (including wire transfers #20130603, 20130604, and 20130605) in the amount of $931,138.42.
   - Accounts Payable checks/vouchers #66410-66411 for Accounts Receivable deposit refunds in the amount of $3,655.00.
   - Accounts Payable wire transfer #2013061701 in the amount of $36,672.80.
   - Accounts Payable checks/vouchers #66412-66495 (including wire transfer #'s 11419239, 20130617, 2013061201) in the amount of $2,349,557.23.
   - Accounts Payable checks/vouchers #22496-66497 for Accounts Receivable deposit refunds in the amount of $896.37.
   - Accounts Payable checks/vouchers #66498-66521 for Utility account refunds in the amount of $4,599.50.
   
   **CORRECTION FROM PREVIOUS MEETING:** At the 6/11/2013 Council meeting, there was a typo in the line for approving the Accounts Receivable deposit refunds. It originally stated: “Accounts Payable checks/vouchers #66326-66304 for Accounts Receivable deposit refunds in the amount of $47,764.39”. The correct numbers are: “Accounts Payable checks/vouchers #66326-66340 for Accounts Receivable deposit refunds in the amount of $47,764.39”.

B. **Approval of Payroll:**
   - Payroll for June 1 – 15th 2013 for checks #31154 - 31181 including Direct Deposits and Electronic Transfers is $464,859.78.
   - Payroll for June 16th – 30th 2013 for checks #31182-31213 including Direct Deposits and Electronic Transfers is $699,747.95.

C. **AB13-75 – Resolution 2307**
   - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water Developer Extension Agreement And Latecomer’s Agreement With Kelly Farms, LLC For Kelly Farms.

D. **AB13-84**
   - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Public Hearing For July 23, 2013 At 7:00 P.M. Or As Soon Thereafter As Possible, For The 2014-2019 Six Year Transportation Improvement Program (Proposed Resolution 2311).

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

VI. **COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**

A. **AB13-81 – Ordinance 13-81**

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

VIII. **FULL COUNCIL ISSUES:**

A. **AB13-17 – Resolution 2271**
   - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Increasing The City Of Bonney Lake Justice
Center Tenant Improvement Phase 2 Project Contract To JB Construction Consulting, Inc. To Remedy Previous Defects.

B. **AB13-88** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Public Hearing For July 23, 2013 At 7:00 P.M. Or As Soon Thereafter As Possible, To Review Community Development And Housing Needs, Inform Citizens Of The Potential Availability Of Planning Grant Funds For The State Community Development Block Grant (CDBG) Program, And Receive Public Input On Proposed Activities, Particularly From Lower And Middle Income Persons.

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

**X. ADJOURNMENT**

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

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: CD/Cole Elliott
Meeting/Workshop Date: 25 June 2013
Agenda Bill Number: AB13-75

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2307
Councilmember Sponsor: Dan Swatman

Agenda Subject: Water Developer Extension and Latecomers Agreement between Kelly Farm LLC and City.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water Developers Extension And Latecomer’s Agreement Between Kelly Farm LLC And The City Of Bonney Lake.

Administrative Recommendation:

Background Summary: The Developer of Kelly Farms has requested the City provide water and fire protection service to the Kelly Farms site located along Old Sumner Buckle highway.

Attachments: Resolution 2307; Water Developer’s Extension Agreement; Latecomer’s Agreements

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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<tbody>
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</table>

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee
Approvals: Chair/Councilmember: Dan Swatman
Councilmember: Mark Hamilton
Councilmember: Randy McKibbin
Date: 11 June 2013

Yes No
X
X
X

Forward to: Consent Agenda: X Yes ☐ No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):
Public Hearing Date(s):
Meeting Date(s): 7/9/2013
Tabled to Date:

APPROVALS

Director: John Vodopich
Mayor:
Date Reviewed by City Attorney: (if applicable):
RESOLUTION NO. 2307

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER DEVELOPER EXTENSION AGREEMENT AND LATECOMER’S AGREEMENT WITH KELLY FARMS, LLC FOR KELLY FARMS.

WHEREAS, Kelly Farms is a 49.79-acre location used for assembly of large groups and weddings. It is located long Old Sumner Buckley Highway east of 198th Avenue East in Pierce County, Washington. This project is outside the Bonney Lake city limits but within Bonney Lake’s water service areas; and

WHEREAS, the City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water improvements to the City’s system. The City Council finds that it is in the public interest that this agreement be carried out at this time;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Water Developer Extension Agreement and Latecomer’s Agreement with Kelly Farm LLC for the Kelly Farm project.

PASSED by the City Council this 9th day of July, 2013

__________________________
Neil Johnson Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

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

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

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Developer agrees to design and/or construct the WATER system, or additions thereto, to be connected to the City's WATER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER system, or additions thereto, shall be located within that area commonly referred to as , which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".

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

A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.

B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.

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

A. The developer shall furnish the City with three (3) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.

B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.
C. Minimum requirements for all plans for WATER system, or additions thereto, submitted to the City for review are:

1. Three (3) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant.

2. A preliminary plat of the area in which said WATER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.

3. A map showing the location of the plat in relation to the surrounding area.

4. A contour map of the plat with contour intervals of two feet or less.

5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.

6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.

7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.

8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.

9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".

10. Approvals from all regulatory agencies.

D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:

1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER improvements.

2. All lots shall be fully staked to assist all parties involved in the proper location of the WATER system including services.
3. All hydrants and valves shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to “approval construction drawings” may be warranted and required by the City, based on actual local field conditions.

4. All contractors and subcontractors shall have a current Washington State Contractors License.

5. The Developer's WATER system, or additions thereto, on Premises shall not be connected to the City WATER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.

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

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

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

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

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

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

The Developer shall be aware that some existing WATER facilities are known to contain asbestos cement pipe. The Developer shall conduct all work related to existing asbestos cement pipe in strict accordance with WISHA safety regulations and provisions contained within WAC 296-62077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing, asbestos cement pipe, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air Pollution Control Agency. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the asbestos cement pipe shall be scored and broken in lieu of the sawing or other methods which release fibers into the atmosphere. Waste asbestos pipe shall be buried in the trench. Asbestos pipe to be abandoned in place shall not be disturbed, except as noted herein, and shall remain in its original position.

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

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

IV. The construction, of the Developer's WATER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will
conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on his construction schedule during, the various construction phases as requested by the City.

V. The Developer further agrees to pay an estimated amount of money to cover the City’s expected review fees and construction supervision expenses incurred.

VI. The Developer’s WATER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:

A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer’s Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.

B. Payment of all permit fees and equivalent assessment changes and any other applicable City charges required for Premises.

C. Payment of all plan check and inspection fees.

D. Prepare and furnish the required easements in compliance with the City’s standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.

E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.

F. Furnish the City with a Bill of Sale conveying, the WATER to the City.

G. Furnish a two year maintenance bond for 15% (or $2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the WATER system will be free of defects in labor and materials. Form to be prescribed by the City.

VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.

VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above, the City shall accept the WATER system, and agree therewith to operate and maintain said system.

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

SUBMITTED this ___ day of _______________ 20___

DEVELOPER: _______________________________ Date __________

_____________________________ Signature
Printed Name

_____________________________ Date ________
Company Title (as applicable)

__________________________________________
Address

__________________________________________
City State Zip

Phone No. ___________________ FAX No. ____________________

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this ___ day of _______________ 20___

__________________________________________
Neil Johnson Jr., Mayor
CITY OF BONNEY LAKE

DEVELOPER AGREEMENT

EXHIBIT ‘A’

PLAT NAME ____________________________________________

DEVELOPER: _________________________________________

LEGAL DESCRIPTION: ___________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

7 of 7
EXHIBIT A

PARCEL 0520343031

LATECOMER'S AGREEMENT

AGREEMENT made this _____ day of _____, 2013, by and between the City of Bonney Lake a municipal corporation of the State of Washington, hereinafter referred to as the “City”, and CANYON CREEK COMPANY hereinafter referred to as “Developer”;

WHEREAS, Developer has caused to be constructed and installed, at its sole expense, an extension to the City’s utility system (hereinafter, “utility improvements”) to and along the right-of-way adjacent to property owned by Developer and Developer has prepared and attached to this Agreement as Exhibit “A” an assessment map showing the utility extension and properties served; and

WHEREAS, access to said utility improvements is available to other properties, the owners or users of which may wish to make connection to said improvements in the future in connection with the development of their property; and

WHEREAS, the City is willing to accept said utility improvements as part of its municipal utilities system and in return collect from future users of said improvements their fair pro rata share of the cost of construction of said improvements in accordance with Chapter 35.91 RCW, the Municipal Water And Sewer Facilities Act; and

WHEREAS, Developer has prepared and attached to this Agreement as Exhibit “A” an assessment map showing the utility main extension and an assessment roll, Exhibit “B”, setting forth a designation of properties benefited by the utility improvements, and the pro rata share of said cost attributable to each of the properties benefited by the improvements.

NOW, THEREFORE, the parties agree as follows:

1. After ownership of the utility improvements has been accepted by the City and same have been incorporated into the City’s utility system, the City agrees to collect from owners or users of the property benefited by said improvements who have not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair pro rata share of the cost of such construction based on the assessment role in Exhibit “B”, which charge shall be conclusively presumed to be a fair pro rata charge against benefited parcels. In addition to the amounts agreed to be collected by the City in this paragraph, the City shall charge, in addition to its usual and ordinary charges made against persons applying for service from its utilities, a sum equal to five percent (5%) of the amount agreed in this paragraph by the City to be collected for Developer from persons tapping into said improvements, which additional 5% sum shall be used by the City to defray its costs in administering this Agreement.
2. The City shall pay to the Developer the sums agreed by it to be collected pursuant to the provision of the preceding paragraph within sixty (60) days after receipt thereof at the address of Developer as hereinafter set forth, or at such other address as Developer shall provide, by certified mail. If said payments are returned to the City unclaimed by Developer, or if the City is unable to locate Developer, after six (6) months, the City shall retain all sums then received and all future sums collected under this Agreement.

3. In the event of assignment or transfer of the rights of Developer, voluntarily, involuntarily or by operation of law, the City shall pay any accruing funds hereunder, after notice, to such successor of Developer as the City, in its sole judgment, deems entitled to such benefits. In the event conflicting demands are made upon the City for benefits accruing under this Agreement, the City may at its option commence an interpleader action and shall be discharged from further liability upon paying the person whom any court having jurisdiction shall determine is entitled thereto, and in such action the City shall be entitled to recover its reasonable attorney fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing under this Agreement.

4. The City agrees not to allow any owner or user of benefited property as described in attached Exhibit “A” to tap into or use said improvements without such owner or user having first paid to the City a sum equal to the fair pro rata charge hereinabove set forth.

5. The City shall be entitled to relay with acquittance on the provisions of this Agreement with respect to the fairness of the pro rata charge hereinabove provided for and upon the designation of benefited properties set forth in Exhibit “A”. In the event any legal action is threatened or brought by an owner or user of a benefited property to challenge any aspect of the charge or this Agreement, after notice by the City, Developer will indemnify, defend and hold harmless the City from and against any and all damages, claims and/or losses, including attorney fees, arising therefrom.

6. This Agreement shall become operative upon its being recorded with the Auditor of each county in which any of the benefited properties are situated, at the expense of Developer, and shall remain in force and effect for a period of fifteen (15) years after the date of such recording, or until the Developer or its successors or assignees shall have been fully reimbursed as aforesaid, whichever event earlier occurs; provided, however, that in the event the above described utility improvements, or any portion thereof, shall, during the term of this Agreement, be rendered practically useless by redesign or reconstruction of a portion of the City’s utilities, such uselessness determination to be in the absolute judgment of the City’s Engineer, then the City’s obligation to collect for Developer the tapping charges provided for hereunder shall cease.
7. Nothing contained herein shall be construed to affect or impair in any way the City's right to regulate the use of its utility system of which the utility improvements referred to herein shall become a part, pursuant to any resolution or policy now or hereafter in effect. The imposition of any such requirements shall not be deemed an impairment of this Agreement, though it may be imposed in such a manner as to refuse service to an owner or user of benefited property to secure compliance with such requirements of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and official seals the day and year first above written, each corporate party hereto having first been authorized and empowered to do so by resolution adopted by their governing bodies.

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

DEVELOPER'S REPRESENTATIVE
Title
Address

CERTIFICATION
STATE OF )
COUNTY OF ) ss.

I am the representative for the Developer in the above referenced agreement. I have read the Agreement, know the contents thereof, and agree to same.

DEVELOPER'S REPRESENTATIVE
I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged to be his/her free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument. Subscribed and sworn to before me this day of , 2013.

NOTARY PUBLIC
approved as to form:

Kathleen J. Haggard, City Attorney
Exhibit "A"
Assessment map showing utility extension and properties served

Map Legend
- Properties Served
- Tax Parcels
- Roads
- Interstate
- Limited Access State Routes
- Other State Routes
- Ramps
- Major Arterial
- Collector
- Local Access
- Pierce County Basemap
- Unincorporated County
- Tacoma
- Lakewood, Edgewood, Bonney Lake, Buckley, South Prairie
- Steilacoom, Fircrest, Fife, Gig Harbor, Orting, Eatonville, Roy, Carbonado
- Wilkeson, Mt Rainier
- University Place, Puyallup, Auburn
- DuPont, Milton, Sumner
- Fort Lewis, McChord, McNeil Island
- Water

The map features are approximations and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not be exact. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. Pierce County makes no warranty of fitness for a particular purpose.
EXHIBIT "B"

Acreage of current parcels subject to Latecomer Agreement:

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<th>Property Owner</th>
<th>Acreage</th>
<th>Percentage</th>
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<td>Kelley Farm LLC</td>
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<tr>
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<td>Swiss Sportsman Club of Tacoma</td>
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<td><strong>Total</strong></td>
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*Not subject to latecomers, included to show fair share of improvement

The recoverable amounts and obligated parties are as follows as recorded AFN:

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<th>Amount Responsible For</th>
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*Not subject to latecomers, included to show fair share of improvement
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<th>Meeting/Workshop Date:</th>
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<td>9 July 2013</td>
<td>AB13-84</td>
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<th>Councilmember Sponsor:</th>
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<tbody>
<tr>
<td>Motion</td>
<td></td>
<td>Randy McKibbin</td>
</tr>
</tbody>
</table>

Agenda Subject: Set Public Hearing for the 2014-2019 Six Year Transportation Improvement Program


Administrative Recommendation:

Background Summary: RCW 35.77.010 requires an annual public hearing for any updates to the local 6 Year Transportation Improvement Program (TIP) in order to be eligible for most grant funding.

Attachments: Resolution 2311, 6 - Year Transportation Improvement Program (2014 - 2019), Map

---

### BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
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Budget Explanation:

---

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Community Development Date: 18 June 2013

Approvals:
- Chair/Councilmember: Randy McKibbin
- Councilmember: James Rackley
- Councilmember: Katrina Minton-Davis

Forward to: Consent Agenda: Yes No

Commission/Board Review:

Hearing Examiner Review:

---

### COUNCIL ACTION

Workshop Date(s): Public Hearing Date(s): July 23, 2013
Meeting Date(s): Tabled to Date:

---

### APPROVALS

Director: Mayor: Date Reviewed by City Attorney:
Dan Grigsby, P.E. Neil Johnson Jr. (if applicable):
RESOLUTION NO. 2311


WHEREAS, City officials are directed by RCW 35.77.010 to adopt a 6-Year Street Transportation Program; and

WHEREAS, such a plan was prepared and submitted to the Mayor and City Council; and

WHEREAS, a public hearing was held on July 23, 2013 with subsequent Council discussion and direction.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bonney Lake, Pierce County, that the Six-Year Transportation Improvement Program for the years 2014-2019 be approved as a guide for the improvement of the streets of the City of Bonney Lake.

PASSED and adopted by the City Council this 23rd day of July 2013.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

______________________________
Kathleen Haggard, City Attorney
CITY OF BONNEY LAKE

Public Works Department

Six Year Transportation Improvement Program
(2014-2019)

List project categories

Category A – Intersection Improvements ($3,490,000)
Traffic signalization and channelization improvements at intersections. To be funded by city TIF/REET/Gas Tax/COR funds, WSDOT, federal or state grant funding, and/or developer mitigation.

Category B - Roadway Major Improvements ($22,046,300)
Major roadway improvements, for Collector and Minor Arterial Classified roadways including right of way acquisition when required. To be funded by city TIF/REET/Gas Tax/COR funds, state or federal grant/loan funding, developer mitigation, and/or WSDOT participation. Projects often combine improvements for environmental compliance, storm drainage, domestic water and sanitary sewer system extensions, roadway widening, bridge, curb, gutter, sidewalks, traffic signalization, lane channelization, street lighting, landscaping, street trees, etc. Also included will be a community involvement element.

The project phases are as follows:
- Pre-Design/Planning by city or city consultant
- Environmental Permitting by city or city consultant
- Right-of-Way acquisition by the city.
- Design that produces construction plans and specifications by city consultants
- Advertise and Award construction project by the city
- Construction by contractor
- Construction Management
- Project Completion, Closeout, and Acceptance

Category C - Road Reconstruction, Overlay, Chip Seal, Sidewalk ($3,821,000)
Roadway maintenance and/or reconstruction of existing pavement with minor drainage, shoulder improvements, signing and channelization, and new sidewalks. Project funded by city, state/federal grant funds, and potential developer mitigation.

Category D - Transportation Studies ($150,000)
Transportation or traffic studies including computer traffic modeling and Comprehensive Plan Sub Area Planning to be funded by city and performed by consultants.

Category E - Trail Projects ($3,300,000)
Non-motorized transportation facilities including walking trails, bicycle routes, and sidewalk facilities to the enhance pedestrian and bicycle safety and mobility.
## Six Year Transportation Improvement Program

### Category "A" – Intersection Improvements

<table>
<thead>
<tr>
<th>No.</th>
<th>Project Description</th>
<th>Funding Source</th>
<th>Estimated Cost</th>
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<tbody>
<tr>
<td>A - 1</td>
<td>SR 410 at Veterans Memorial Drive (Ph 2)</td>
<td>Dev/TIF</td>
<td>$750,000</td>
</tr>
<tr>
<td></td>
<td>(signal upgrade and additional turn lanes with project B-3)</td>
<td></td>
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<td>A - 2</td>
<td>SR 410 at 225th Avenue E</td>
<td>Developer</td>
<td>$750,000</td>
</tr>
<tr>
<td></td>
<td>(new signal and additional turn lanes)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A - 3</td>
<td>199th Ave at 109th Street E</td>
<td>Developer</td>
<td>$250,000</td>
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<tr>
<td></td>
<td>(new signal and additional turn lanes; Entrance to BLHS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and Mountain View Middle School)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A - 4</td>
<td>Veterans Memorial Drive at Angeline Rd E</td>
<td>Dev/TIF</td>
<td>$520,000</td>
</tr>
<tr>
<td></td>
<td>(new signal and additional turn lanes)</td>
<td></td>
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</tr>
<tr>
<td>A - 5</td>
<td>SR 410 at 214th Ave E</td>
<td>Dev/TIF/WSDOT</td>
<td>$750,000</td>
</tr>
<tr>
<td></td>
<td>(signal upgrade and additional left turn lane on SR 410,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>214th Ave. E widening)</td>
<td></td>
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<td>A - 6</td>
<td>Church Lake Rd at West Tapps HWY E</td>
<td>Dev/TIF</td>
<td>$580,000</td>
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<td></td>
<td>(new signal and additional turn lanes)</td>
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<td>A - 7</td>
<td>SR 410 at 192nd Ave E. Phase 1-A</td>
<td>TIF/Dev/Grant</td>
<td>$410,000</td>
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<td>(new signal arm and additional turn lanes)</td>
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**Category “A” Total**  
$3,490,000
### Six Year Transportation Improvement Program

#### Category "B" Roadway Major Improvements

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<tr>
<td>B – 1</td>
<td>SR 410 &amp; Veterans Memorial Drive (Phase 2 - additional turn lanes on SR 410 and widen to 5 lanes on VMD with project A-1)</td>
<td>Dev/TIF/Grant</td>
<td>$4,150,000</td>
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<td>B – 2</td>
<td>Myers Road from SR 410 to 81st Street (install 1,000 ft of soldier pile retaining wall to address erosion)</td>
<td>City</td>
<td>$2,000,000</td>
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<tr>
<td>B – 3</td>
<td>214th from SR 410 to 96th St E (widen to 5 lanes; In front of Home Depot and Rite Aide with project A-5)</td>
<td>Dev/TIF/City</td>
<td>$1,350,000</td>
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<tr>
<td>B – 4</td>
<td>214th from SR 410 to Southern City Limits (widen to 5 lanes with project A-5)</td>
<td>Dev/TIF/City</td>
<td>$2,500,000</td>
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<tr>
<td>B – 5</td>
<td>186th Ave. / 88th St. / 188th Ave. Improvements (ROW, sidewalks, stormwater, road widening to city stds)</td>
<td>Dev/City</td>
<td>$1,000,000</td>
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<td>B – 6</td>
<td>216th Avenue – North Side - Eastown</td>
<td>City</td>
<td>$617,100</td>
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<td>B – 7</td>
<td>216th Avenue – South Side - Eastown</td>
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<td>$198,000</td>
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<td>B – 8</td>
<td>219th Avenue – South Side - Eastown</td>
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<td>$1,221,000</td>
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<td>B – 9</td>
<td>221st Avenue – North Side – Eastown</td>
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<td>$403,300</td>
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<td>B – 10</td>
<td>221st Avenue – South Side - Eastown</td>
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<td>$1,148,400</td>
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<td>B – 11</td>
<td>225th Avenue – North Side – Eastown</td>
<td>City</td>
<td>$990,000</td>
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<td>B – 12</td>
<td>225th Avenue – South Side - Eastown</td>
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<td>$231,000</td>
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<td>B – 13</td>
<td>225th Ave. Ct. – South Side - Eastown</td>
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<td>B – 14</td>
<td>226th Avenue – North Side – Eastown</td>
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<td>B – 15</td>
<td>226th Avenue – South Side - Eastown</td>
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<td>B – 16</td>
<td>229th Avenue – North Side – Eastown</td>
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<td>$1,436,700</td>
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<td>B – 17</td>
<td>Entwhistle Road – South Side - Eastown</td>
<td>City</td>
<td>$1,871,400</td>
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**Category “B” Total**  
$22,046,300
### Six Year Transportation Improvement Program

**Category "C" Roadway reconstruction, asphalt overlay, or chip seal**

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<th>Year</th>
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<th>Estimated Cost</th>
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<td>Overlay Program</td>
<td>City</td>
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<td></td>
<td>Church Lake Road</td>
<td>City/Grant</td>
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<td>Chip Seal Program (Seven Miles)</td>
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<td>Sidewalk Improvements</td>
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<td><strong>2015</strong></td>
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<td>Overlay Program</td>
<td>City</td>
<td>$109,000</td>
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<tr>
<td></td>
<td>Chip Seal Program (Seven Miles)</td>
<td>City</td>
<td>$218,000</td>
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<td>Sidewalk Improvements</td>
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<td><strong>2016</strong></td>
<td>Street Reconstruction Program</td>
<td>City</td>
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<td>Overlay Program</td>
<td>City</td>
<td>$112,000</td>
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<td></td>
<td>Chip Seal Program (Seven Miles)</td>
<td>City</td>
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<td>Sidewalk Improvements</td>
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<td><strong>2017</strong></td>
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<td>Overlay Program</td>
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<td>Chip Seal Program (Seven Miles)</td>
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<td>Sidewalk Improvements</td>
<td>City</td>
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<td><strong>2018</strong></td>
<td>Street Reconstruction Program</td>
<td>City</td>
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<td>Overlay Program</td>
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<td>Chip Seal Program (Seven Miles)</td>
<td>City</td>
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<td>Sidewalk Improvements</td>
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<td><strong>2019</strong></td>
<td>Street Reconstruction Program</td>
<td>City</td>
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<td>Overlay Program</td>
<td>City</td>
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<tr>
<td></td>
<td>Chip Seal Program (Seven Miles)</td>
<td>City</td>
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<td>Sidewalk Improvements</td>
<td>City</td>
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**Category “C” Total** $3,821,000
### Six Year Transportation Improvement Program

**Category "D" Transportation Studies**

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<tr>
<th>Year</th>
<th>Project description</th>
<th>Funding Source</th>
<th>Estimated Cost</th>
</tr>
</thead>
</table>
| 2018 | Update City Transportation Plan  
(update City wide demographics, traffic counts, and Traffic Model) | City | $150,000       |

**Category “D” Total**

$150,000

**Category "E" Multimodal Projects**

<table>
<thead>
<tr>
<th>Project description</th>
<th>Funding Source</th>
<th>Estimated Cost</th>
</tr>
</thead>
</table>
| SR410-Angeline Rd to 192nd Ave E  
(sidewalk missing link) | City/Grant      | $900,000       |
| Fennel Creek Trail Project  
(Willowbrook to Cimmer property $1.6M)  
(Trailhead to Cimmer property - $300k)  
(Right of Way to acquire - $500k) | City/Grant      | $2,400,000     |

**Category “E” Total**

$3,300,000

**TOTAL PROGRAM COST**

$32,807,300
Six Year Transportation Improvement Program
SR410 E at Veterans Memorial Dr E (Ph 2)

City of Bonney Lake

Map 1

- SR410 E at Veterans Memorial Dr E (Phase 2)
  Dev/TIF $750,000
  (signal upgrade and additional turn lanes with project B-1)

- SR410 E and Veterans Memorial Dr E
  Dev/TIF/Grant $4,150,000
  (Phase 2 - additional turn lanes on SR 410 and widen to 5 lanes on VMD with project A-1)
Six Year Transportation Improvement Program
SR410 E at 225th AVCT E

City of Bonney Lake

Map 2

- SR410 E at 225th AVCT E
- Developer $750,000
- (new signal and additional turn lanes)

Bonney Lake City Limits

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Map 3

- 199th Ave E at 109th St E
  Developer $250,000
  (new signal and additional turn lanes; Entrance to BLHS and Mountain View Middle School)

Bonney Lake City Limits

Bonney Lake High School

Mountain View Middle School

City of Bonney Lake

Six Year Transportation Improvement Program

199th Ave E at 109th St E

Agenda Packet p. 32 of 48
Veterans Memorial Dr E at Angeline Rd E
Dev/TIF $520,000
(new signal and additional turn lanes)

Bonney Lake City Limits
Six Year Transportation Improvement Program
SR410 E at 214th Ave E

City of Bonney Lake
Map 5

- SR410 E at 214th Ave E
  Dev/TIF/WSDOT
  $750,000
  (signal upgrade and additional left turn lane on SR 410 E, 214th Ave E widening)

- 214th Ave E from SR410 E to 96th St E
  Dev/TIF/City $1,350,000
  (widen to 5 lanes; In front of Home Depot and Rite Aide with project A-5)

- 214th Ave E from SR410 E to Southern City Limits
  Dev/TIF/City $2,500,000
  (widen to 5 lanes with project A-5)

June 19, 2012

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Six Year Transportation Improvement Program
Church Lake Rd E at West Tapps HWY E

Map 6

City of Bonney Lake

AGENDA PACKET p. 35 of 48

Church Lake Rd E at West Tapps HWY E
Dev/TIF $580,000
(new signal and additional turn lanes)
SR410 E at 192nd Ave E Phase 1-A
TIF/Dev/Grant $410,000
(new signal arm and additional turn lanes)
Six Year Transportation Improvement Program
Myers Rd E from SR410 E to 81st St E

City of Bonney Lake

Map 8

Myers Rd E from SR410 E to 81st St E
City $2,000,000
(install 1,000 ft of soldier pile retaining wall to address erosion)
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
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<tr>
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<th>Meeting/Workshop Date: 9 July 2013</th>
<th>Agenda Bill Number: AB13-81</th>
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<tr>
<td>Agenda Item Type: Ordinance</td>
<td>Ordinance/Resolution Number: D13-81</td>
<td>Councilmember Sponsor: Dan Swatman</td>
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**Agenda Subject:** APPEALS OF STORMWATER CHARGES

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Clarify The Procedures For Appeals Of Stormwater Charges.

**Administrative Recommendation:** Recommend Approval

**Background Summary:** Occasionally the City receives questions or challenges about the method used to compute System Development Charges and monthly stormwater charges. This system is based on the amount of impermeable surface on each parcel. All residential properties are charged $14 per month for one Equivalent Service Unit (ESU). All commercial properties are charged based on the number of ESUs on their parcel, with one ESU equivalent to 2,600 s.f. of impermeable surface area. The City uses our GIS data base and tools to calculate these ESU charges. This ordinance clarifies how parcel owners can challenge the City calculation of ESUs in order to seek a reduction in their charges.

**Attachments:** Ordinance D13-81

**BUDGET INFORMATION**

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Budget Explanation:

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development Date: 18 June 2013

**Approvals:**
- Chair/Councilmember: Randy McKibbin [X] [No]
- Councilmember: James Rackley [X] [No]
- Councilmember: Katrina Minton-Davis [X] [No]

**Consent Agenda:** [X] Yes [No]

**Forward to:**

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

**Workshop Date(s):**
**Meeting Date(s):** 9 July 2013
**Public Hearing Date(s):**
**Tabled to Date:**

**APPROVALS**

**Director:** Dan Grigsby, PW Director
**Mayor:** Neil Johnson Jr.
**Date Reviewed by City Attorney:**
(if applicable):
ORDINANCE NO. D13-81


WHEREAS, the Bonney Lake City Council wishes to amend and clarify the appeals process for stormwater charges.

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

Section 1. Bonney Lake Municipal Code § 15.14.070 and the corresponding portions of Ordinance No. 1394 are hereby amended to read as follows:

15.14.070 Appeal of rates or charges.

A. Appeal Submission. Any person or entity making a timely payment of the total utility bill charged by the city, and who considers the stormwater charges for a parcel to be unfair or inappropriate, may apply to the public works director mayor or his or her designee for a rate adjustment, pay a deposit of 50% of the stormwater charges due, plus an appeal fee of $50.00, and state in writing the grounds for the appeal. The appeal shall state in writing any facts supporting the appeal and shall be made within 10 days of the decision, action, or bill being appealed. The public works director shall decide the appeal within 10 days of when the appeal is filed. If the person or entity is not satisfied with the public works director’s decision, a further appeal may be made to the mayor. The appeal to the mayor shall follow the same procedure as the appeal to the public works director. The mayor’s decision shall be final and binding on all parties. Any appeal based on a claim of inaccurate calculations shall be accompanied by scaled or computer-aided design drawings and calculations that establish the amount of impermeable surface area less than the amount calculated or estimated by the city. If the dispute is based on the amount of soil permeability, the appeal shall include results of permeability tests performed by a state licensed materials testing lab, and a map showing the location of each test. If the soil test results indicate permeability is less than 15%, the soil shall be determined to be impermeable for the purpose of calculating stormwater charges and fees. At the time the material is drawn from the soil, a city representative must be present to witness the test. Appeals establishing a credit or reducing the amount of impermeable surface area shall be applied only prospectively.

B. Appeal Review. Upon the filing of an appeal and satisfaction of the requirements of this subsection by an applicant, the mayor or designee will shall form a review board which shall include at least one person familiar with stormwater calculations and one person familiar with utility billing. The review board shall review the documentation and make a recommendation to the Mayor as to whether an adjustment should be granted. The review board may take into account the factors listed in RCW 35.67.020 regarding authority to fix utility rates and charges, and classify services and facilities.
In order to grant an adjustment, a finding must be made that:

1. Strict application of the fee structure is unreasonably burdensome in this particular appeal case as compared to neighbors or other citizens in the same billing class;

2. There are specific mitigating circumstances regarding the property that warrant an exception to the standard classification of stormwater rates and charges.

3. There are specific purposes listed in BLMC 15.14.010 that do not apply or are inappropriate for application to the property in question; or

4. Special conditions exist which are peculiar to the land, structure or building involved that are not applicable to other lands, buildings or structures in the same zone.

The Mayor or designee shall decide the appeal within 10 days of when the appeal is filed. Filing shall not be considered complete until all required documentation is submitted and accepted by the City as complete. Appeal decisions establishing a credit or reducing the amount of impermeable surface area shall be applied only prospectively.

B. Appeal Review. Upon satisfaction of the requirements of subsection A of this section by an applicant, the public works director will form a review team composed of two city staff members including one appointed by the chief financial officer. The review team shall determine whether an adjustment is necessary to provide for reasonable and equitable application of the utility rates and charges. Reference may be made to the factors listed in RCW 35.67.020. In order to grant an adjustment, the public works director must determine that:

1. Strict application of the fee structure is unfair in the particular appeal case as compared to neighbors or other citizens in the same billing class; and

2. The purposes listed in BLMC 15.14.010 do not apply or are inappropriate for application to the property in question.

**Section 2.** This ordinance shall be retroactive to January 1, 2012.

**Section 3.** This ordinance shall take effect and be in force thirty (30) days after passage, approval, and publication as required by law.

**Passed by the City Council this 9th day of July, 2013.**

____________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________
Harwood Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

__________________________
Kathleen Haggard, City Attorney
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

<table>
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<td>Executive / Don Morrison and Gary Leaf</td>
<td>9 July 2013</td>
<td>AB13-17</td>
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**Agenda Subject:** Justice and Municipal Center Facility Repair

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Increasing The City Of Bonney Lake Justice Center Tenant Improvement Phase 2 Project Contract To J.B. Construction Consulting, Inc. To Remedy Previous Defects.

**Administrative Recommendation:** Approve

**Background Summary:** The City received a settlement check in the amount of $35,701.32 from the insurance company of the original contractor of the Justice & Municipal Center building. This will fund most of the estimated cost of $64,779.63 to seal openings at the top of the structure and around the glulam beams which have been allowing heat loss and insect intrusion. The updated cost is slightly higher than the earlier estimate since this includes insertion of cor-vents around windows, doors, and the bottom of the siding that were not included in the settlement offer. It is far less expensive to add the cor-vents as part of this task order than to do it as a separate project later. The cor-vents will provide additional protection against insect and other intrusions (i.e. bats and birds).

**Attachments:** Resolution No. 2271 and Cost Breakdown

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
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<td>$95,909.18</td>
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**Budget Explanation:** Fund 320 construction

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<th>Council Committee Review:</th>
<th>Approvals:</th>
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**Forward to:**

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**COMCilC ACTION**

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<th>Workshop Date(s):</th>
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**APPROVALS**

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N:\Administrative Services\City Clerk\2013 Agendas\Agenda Assembly\2013-07-09\items\AB13-17\AB13-17 Increase TI Phase 2 Contract for Bug Fix.doc
RESOLUTION NO. 2271

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, INCREASING THE CITY OF BONNEY LAKE JUSTICE CENTER TENANT IMPROVEMENT PHASE 2 PROJECT CONTRACT TO JB CONSTRUCTION CONSULTING, INC. TO REMEDY PREVIOUS DEFECTS.

WHEREAS, on October 23, 2012 the City Council awarded by Resolution No. 2247 the City of Bonney Lake Justice Center Tenant Improvement Phase 2 Project to JB Construction Consulting, Inc. in the amount of the amount of $404,597.18 plus a 15% Construction Contingency of $59,219.63; and

WHEREAS, during the Phase II tenant improvement work certain construction defects and/or errors and omissions in the original core and shell construction have been determined which has lead to a heat loss and insect infiltration issue; and

WHEREAS, said defects need to be corrected and can be most efficiently and effectively accomplished by the current TI contractor while still on site;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonney Lake that:

1. The Mayor is authorized to sign a change order in the amount of $64,779.63 with JB Construction Consulting, Inc. which includes state sales tax to accomplish the work included on Attachment “A”.

2. The amount of the contract to JB Construction is hereby increased to $469,376.81 plus the original 15% Construction Contingency of $59,219.63 for a total authorized construction cost not to exceed $528,596.44 without express Council approval.

3. The Mayor is hereby authorized to use all administrative and legal remedies available to pursue financial reimbursement for the errors and omissions of prime contractor MJ Takasaki during the construction of the original core and shell of the building.

PASSED and adopted by the City Council this 9th day of July 2013.

______________________________
Neil Johnson, Jr. Mayor

ATTEST:

________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

________________________________
Kathleen Haggard, City Attorney
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<td>$64,779.63</td>
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City of Bonney Lake, Washington  
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / Don Morrison  
Meeting/Workshop Date: 9 July 2013  
Agenda Bill Number: AB13-88

Agenda Item Type: Motion  
Ordinance/Resolution Number:  
Councilmember Sponsor:  

Agenda Subject: Set Public Hearing on Potential HUD CDBG Planning Grant

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Public Hearing For July 23, 2013 At 7:00 P.M. Or As Soon Thereafter As Possible To Review Community Development And Housing Needs, Inform Citizens Of The Potential Availability Of Planning Grant Funds For The State Community Development Block Grant (Cdbg) Program, And Receive Public Input On Proposed Activities, Particularly From Lower And Middle Income Persons.

Administrative Recommendation: Set Public Hearing

Background Summary: The Administration is exploring the possibility of applying for a state CDBG grant to develop a plan for new food and clothing bank building, especially given the condition and issues surrounding the existing food bank structure. CDBG regulations require a public hearing on the CDBG program options and proposed activities prior to submitting an application.

Attachments: None

Budget Information

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Budget Explanation: N/A

Committee, Board & Commission Review

Council Committee Review: Other
Date:  
Approvals:  
Chair/Councilmember  
Councilmember  
Councilmember

Forward to: Consent Agenda:  
Yes No

Commission/Board Review:
Hearing Examiner Review:

Council Action

Workshop Date(s):  
Public Hearing Date(s): 7/23/2013
Meeting Date(s): 7/9/2013  
Tabled to Date:

Approvals

Director: D.M.  
Mayor:  
Date Reviewed by City Attorney: N/A