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: None.
   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 / Economic Focus Group
   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 #66610-66654 (including wire transfers #7122013, 11559727,
and 20130715) in the amount of $354,595.74.
Accounts Payable wire transfer #2013071701 in the amount of $45,914.42.
Accounts Payable checks/vouchers #66655-66658 in the amount of $2,925.00.
Accounts Payable checks/vouchers #66659-66680 (including wire transfer #20130718) in
the amount of $64,996.50.
Accounts Payable checks/vouchers #66681-666717 for utility refunds in the amount of
$3,308.53.
Accounts Payable checks/vouchers #66718-66723 in the amount of $4,050.00.
Accounts Payable checks/vouchers #66724-66751 (including wire transfer #20130723) in
the amount of $245,062.00.
Accounts Payable check/voucher #66752 for Accounts Receivable deposit refunds in the
amount of $3,331.37.
Accounts Payable checks/vouchers #66753-66767 for utility refunds in the amount of
$1,512.44.
Accounts Payable checks/vouchers #66768-66772 in the amount of $2,260.00.

VOIDS:
Check #59519 – amount written off by vendor.
Check #62500 – replaced with check #66687.
Check #63924 – replaced with check #66715.
Check #66609 – replaced with check #66721.

B. Approval of Payroll: Payroll for July 16 – 31st 2013 for checks #31240-31269 including
Direct Deposits and Electronic Transfers is $ 664,702.63.

C. AB13-93 – Resolution 2315 – A Resolution Of The City Council Of The City Of
Bonney Lake, Pierce County, Washington, Authorizing A Water Developer Extension
And Latecomer’s Agreement With Gordon Schmidt For A Short Plat On Snag Island
Drive East.

D. AB13-95 – Resolution 2316 – A Resolution Of The City Council Of The City Of
Bonney Lake, Pierce County, Washington, Authorizing A Modification To The Lease
With T-Mobile For Ponderosa Water Tank Communication Equipment.

E. AB13-101 – Resolution 2319 – A Resolution Of The City Council Of The City Of
Bonney Lake, Pierce County, Washington, Authorizing Submission Of A Housing And
Urban Development Community Development Block Planning Grant Application To The
Washington State Department Of Commerce For The Food And Clothing Banks.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:
A. **AB13-99 – Resolution 2318** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Transfer Maintenance Worker/Building Inspector Bill Centen Back To The Community Development Department.

B. **AB13-102** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize The Mayor To Apply For A Puget Sound Regional Council Non-Motorized Transportation Grant.

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

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<td>6 August 2013</td>
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<tr>
<td>Resolution</td>
<td>2315</td>
<td>Dan Swatman</td>
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**Agenda Subject:** Water Developer Extension and Latecomers Agreement between Gordon Schmidt 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 Gordon Schmidt And The City Of Bonney Lake.

**Administrative Recommendation:**

**Background Summary:** Gordon Schmidt plans on developing three (3) existing lots within an existing four lot short plat near the entrance to Snag Island along Snag Island Drive East.

**Attachments:**

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<th>Required Expenditure</th>
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**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<td>Chair/Councilmember</td>
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<td>Don Lewis</td>
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<td>Randy McKibbin</td>
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**Forward to:**

**Consent Agenda:** Yes

**COUNCIL ACTION**

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**APPROVALS**

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<td>John Vodopich</td>
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RESOLUTION NO. 2315

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER DEVELOPERS EXTENSION AGREEMENT AND A LATECOMER’S AGREEMENT WITH GORDON SCHMIDT FOR A SHORT PLAT ON SNAG ISLAND DRIVE EAST.

WHEREAS, the Gordon Schmidt Short Plat is a 4 lot short plat (1.91 acres) located along Snag Island Drive East west of 218th 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 and Latecomer’s Agreement with Gordon Schmidt for the Schmidt Short Plat project.

PASSED by the City Council this 13th day of August, 2013

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, MMC 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 Gordon Schmidt, 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 Schmidt Development, 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 six (6) 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. Six (6) 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 compact 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 system to the City.

G. Furnish a one 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 28th day of June 2013

DEVELOPER: Gordon K. Schmidt Date June 28, 2013

Signature Gordon K. Schmidt

Printed Name

Company Title (as applicable)

Address 20909 Snag Is Dr

City Tapps, Washington 98391

State Washington 98391

Zip

Phone No. 253-836-8786 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: Gordon Schmidt
DEVELOPER: Gordon Schmidt
LEGAL DESCRIPTION: 


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Apply

Save this search and be notified when new listings are added.
LATECOMER'S AGREEMENT

AGREEMENT made this 26 day of June, 2013, by and between the City of Bonney Lake a municipal corporation of the State of Washington, hereinafter referred to as the “City”, and Gordon Schmidt 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 ten percent (10%) of the amount agreed in this paragraph by the City to be collected for Developer from persons tapping into said improvements, which additional 10% 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 Washington
COUNTY OF Pierce

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 [signature] 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 28 day of June, 2013.

NOTARY PUBLIC in and for the State of Washington, residing at Bonney Lake

My appointment expires 12-31-2016

Approved as to form:

Kathleen J. Haggard, City Attorney
Disclaimer: The map features are approximate 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. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose. 2013/07/02
A 1 Parcel 0520236025
Gallucci Ron & Treia
21615 Snag Is Dr
Lake Tapps WA 98391-8716

Section 23 Township 20 Range 05 Quarter 22 1/4 OF
Short Plat B5-01-03-0261 EXC PORLY Below 545 FT
Contour 1 EASE OF RECORD OUT OF 2-018 + POR
05-20-14-012 Sec U-1618 NF ES C06473 KTB-31-87

Acreage 0.46
A2 Parcel # 0520230260
Site Address 21027 Snag Is Dr
Lake Tapps WA 98391
Mobile Home 1152

Owner Gordon K Schmidt Family LLC
26909 Snag Is Dr
Lake Tapps WA 98391-8207

Acreage 3/4
0.6

SEC 23 Township 20 Range 221 1/2 of Short Plat 85-01-03-02G1
EXC POR LY BELOW 545 FT CONTOUR LT EASE OF RECORD
OUT OF 2-018 POR 05-20-14-3-012 SEG U-1418 NF ES
(DC 6474 KTB-31-87)
A-3 Parcel 0520236027

Site Address
21719 Snag Is Dr E
Lake Tapps WA 98391

Owner
Gordon & Judith Schmidt
20909 Snag Is Dr
Lake Tapps WA 98391-8707

Section 23 Township 20 Range 05 Quarter 22 L3 OF South
BKAT 85-01-03-0261 EXC POR LY BELOW 545 FT CONTOUR
LI EASE OF RECORD OUT OF 2-018 POR 05-20-14-012
SEG U-1618 NF (0C6471KT B-27-87)

ACERAGE

\[ \frac{1}{2} \]

0.39
A-4 PARCEL 052023 6028

SITE
21711 Snag 15 Dr

OWNER
Hughes L Co  Naomi
21711 Snag 15 Dr
Lake Tapps WA 98391-8725

Section 23 Township 20 Range 05 Quarter 22. L4 OF
SHORT PLAT 85-01-03-0261 EXC PORLY BELOW 545 FT
CONTOUR LT EASE OF RECORD OUT OF 2-018+POR
05-20-14-3-012 SEG U-1418 NF ES (P064 22KT8-27-87)

Acres
1/2
0.46
PARCEL 0520236001

Site  Owner
21712 Snag Is Dr E  Vanderschelden Dale & Elizabeth
21303 Snag Island Dr
Lake Tapps WA 98391-5704

Acreage .79

Section 23 Township 20 Range 05 Quarter 22:
L1 SHORT PLAT 25-64 OUT OF 2-007 SEG H 2733
GG DCW6ESB-26-82 EMSE OF Record PER 706704
(DCO906GR19-9-83)
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<tr>
<td>21710 Snag 15 Dr</td>
<td>Ricketts Albert R &amp; Carol A</td>
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Section 23 Township 20 Range 05 Quarter 22 1/4 S P
92-05-11-0560 AMEND TO S P 88-06-27-0868
Restrictions of Record Out of 6-002 - SEC 20 381
PPRJ DC 6948M 06/12/92 60

Acreage
8
A-7  0510236030

Owner

21708 Snag Is Dr

Wilson John R & Sandra K

21708 Snag Island Dr

Lake Tapps WA 98391-8714

Section 23 Township 26 Range 05 Quarter 22

L 2 SP 92-05-11-0560 AMEND TO SP 88-06-27-0068 TOG W EASE & RESTRICTIONS OF REC out of

6-002 - SEC 2 - 0381 PP PJ DC 694 M06/2/9280

ACRES

0.7
PARCEL # 0520236029

Site: 21626 SWAG ISLAND DR
Owner: WELTON BRYAN & SUSAN SCHAELE

Acreage: 0.9

Section 23 Township 20 Range 05 Quarter 22
1.1SP 92-05-11-0560 AMEND TO SP 88-06-27-0968
EASE AND RESTRICTIONS OF REC OUT OF G-0039
G-002-SEC 2-0381 PP DC 0946 MDG/2/9280
A9 PARCEL 0520236018

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<tr>
<td>21616 5th Ave</td>
<td>Stewart Larry &amp; Karen</td>
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<tr>
<td></td>
<td>6411 Montevista Dr SE</td>
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<td>Auburn WA 98092-8274</td>
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Acreage

0.52

Section 23 Township 20 Range 05 Quarter

22 42 of Short Plat 82-04-30-0217 Formerly

1 4 of Short Plat 75-64 10A/W Ease of Record

out of C-004 SEC 5H E 1/4 1995 Madak Ardmore

S 110711 27 X 56 (PS0000-48365) 05 9/27
<table>
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<tr>
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<td>Warkefin J &amp; Paulsen Michelle ET AL</td>
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<tr>
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<td>21612 Snag 15 Dr E</td>
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**Tax Description**

- Section 23 Township 20 Range 05 Quarter 2R S
- Lot 1 of Short Plat 82-04-30-0217 TOG/W LEASE
- OR Record out of 6-004 SECS-02 96 SH ES
**NAME / ADDRESS**
gordon Schmidt  
20909 Snag Island Dr  
Snag Island, WA 98391

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<th>DESCRIPTION</th>
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<td>Pipe fittings and hot tap</td>
<td>35,000.00</td>
<td>35,000.00T</td>
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<tr>
<td>gravel bedding</td>
<td>2,500.00</td>
<td>2,500.00T</td>
</tr>
<tr>
<td>hydrant</td>
<td>3,500.00</td>
<td>3,500.00T</td>
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<tr>
<td>Misc. services, road crossing</td>
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<tr>
<td>Misc. services, asphalt patch</td>
<td>4,000.00</td>
<td>4,000.00T</td>
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<tr>
<td>Labor,</td>
<td>15,500.00</td>
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<tr>
<td>Misc. services blow off and test.</td>
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<td>Sales Tax</td>
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<td><strong>Add 15' feet more pipe and bedding</strong></td>
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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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<td>Resolution</td>
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**Agenda Subject:** Cellular Lease Modification

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, For A Modification To The Lease With T-Mobile For Ponderosa Water Tank Communication Equipment.

**Administrative Recommendation:** Approve

**Background Summary:** Since 2005 T-Mobile has leased space on the Water Department's water tank behind Bonney Lake High School. Recently T-Mobile requested that modifications be allowed to their communication equipment. This agreement protects the City's interests by requiring T-Mobile to cover any damage to the tank while installing their equipment and eliminate any interference they may cause with City equipment. The agreement also allows the City to direct the equipment be moved to another location on the property if needed (i.e. to make way for future South Sound 9-1-1 equipment). In addition, T-Mobile agreed to install several measures that will benefit both parties by reducing vandalism: security cameras, a security gate, site lighting, and silent alarms. To date, the Water Utility has received more than $100,000 in lease revenues at this site.

**Attachments:** Yes - lease agreement and Resolution No. 2316

**BUDGET INFORMATION**

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<th>Current Balance</th>
<th>Required Expenditure</th>
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**Budget Explanation:** Revenue and budget neutral

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<td>Dan Swatman</td>
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<tr>
<td>Date: 23 July 2013</td>
<td>Councilmember</td>
<td>Randy McKibbin</td>
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<td>Councilmember</td>
<td>Donn Lewis</td>
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**Forward to:**

**Consent Agenda:** ☒ Yes ☐ No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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**APPROVALS**

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<th>Director:</th>
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<th>Date Reviewed by City Attorney:</th>
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<td>D.M.</td>
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(if applicable):
RESOLUTION NO. 2316

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A MODIFICATION TO THE LEASE WITH T-MOBILE FOR PONDEROSA WATER TANK COMMUNICATION EQUIPMENT.

WHEREAS, the City Council approved a lease with T-Mobile for communication equipment on the City’s Ponderosa Water Tank on December 14, 2004; and

WHEREAS, T-Mobile desires modification to its equipment on this water tank; and

WHEREAS, this agreement protects the City’s interests regarding current and future use of this water tank, while maintaining some $14,000 per year in lease income to the Water Utility;

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 First Amendment to Site Lease With Option.

PASSED by the City Council this 13th day of August, 2013.

________________________
Neil Johnson Jr., Mayor

ATTEST:

________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

________________________
Kathleen Haggard, City Attorney
FIRST AMENDMENT TO SITE LEASE WITH OPTION

THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION (“First Amendment”) is made and entered into on _____________, 2013, (the “Effective Date”) by and between the City of Bonney Lake, a municipal corporation, having its principal place of business at 9002 Main Street East, Bonney Lake, WA 98391 (“Landlord”), and T-Mobile West LLC, a Delaware limited liability company, formerly known as T-Mobile West Corporation, a Delaware Corporation, as successor in interest to Voicestream PCS III Corporation, a Delaware corporation (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant entered into a Site Lease with Option (the “Lease”), dated January 21, 2005 for property located at 19808 106th St. Ct. E., Bonney Lake, WA 98391 (the “Premises”).

B. Landlord and Tenant desire to enter into this First Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Effective as of the Effective Date, Tenant will have the right to modify its Antenna Facilities conditioned on the following:
   i) T-Mobile shall conduct an intermodal study to ensure there is no interference with other stationary data/radio transferring systems, including those systems used for public safety.
   ii) If welding is required for installation of the new system, the tank shall be inspected at T-Mobile’s expense, before and after the project, by divers to assure the liner inside the tank is not damaged. The City’s preference is that T-Mobile use a stud gun with epoxy adhesive instead of welding, which does not produce the heat regular welding operations create.
   iii) T-Mobile agrees that if any communication interference, found to be the result of T-Mobile’s broadcast activity, shall occur with existing or future public safety emergency transmission systems installed on-site, T-Mobile shall eliminate the interference and compensate the City for any damage to those systems found to be the sole result of T-Mobile’s broadcast activity.
   iv) A structural analysis of the water tank shall be completed by a certified structural engineer prior to placement of the equipment and future expansion of 911 communications. Wind loading and torque associated with the equipment shall be examined prior to authorization to proceed with installation of new equipment.
   v) Revised drawings shall be provided and reviewed by the City of Bonney Lake prior to authorization to proceed with installation of new equipment being granted. The granting of such construction authorization shall not be unreasonably withheld or delayed.
   vi) Due to excessive vandalism and theft at the site, T-Mobile shall install security measures on-site to monitor and deter vandals from tampering with the purveyor's water system and T-Mobile's wireless telecommunications equipment. T-Mobile shall utilize two or more of the following security measures installed on-site:
      a. Security cameras;
b. A security gate at the base of the ladder and stairs;
c. Site lighting set to shine downward and triggered by motion sensors; and
d. Silent alarms linked to local 911 operations.

vii) The existing T-Mobile system shall be kept clean and maintained on an annual basis.
and as described and depicted in on Exhibit B-1, which is attached hereto and by this reference
corporated herein, and Landlord hereby consents to and approves of the modifications described and
depicted in Exhibit A in all respects.

2. Tenant’s notice addresses in the Lease are deleted in their entirety and replaced with the
following:

If to Tenant: T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA  98006
Attn.:  Lease Compliance
Site No. SE05180A

3. Notwithstanding anything to the contrary herein, if Landlord elects to install E-911
transmitting and receiving equipment on the water tank, and the placement of such equipment on the
water tank requires Tenant to relocate its antennas, Landlord shall have the right, upon at least one
hundred eighty (180) days written notice to Tenant, to require Tenant to relocate its antennas to another
part of the water tank and/or Property. Landlord shall have the right of relocation only if reasonable
operation of such E-911 system cannot be accomplished unless the placement of E-911 transmitting and
receiving equipment must be in the location of Tenant’s antennas. Along with the delivery of the written
notice specified above, Landlord shall deliver to Tenant plans reasonably documenting its intention to
locate the E-911 transmitting and receiving equipment on the water tank in a manner requiring Tenant
to relocate. In its notice, Landlord shall designate the alternate location for Tenant’s antennas. Landlord
shall use its best efforts to designate a location that is reasonably satisfactory to Tenant. Upon receipt of
the notice and plans, Tenant shall have the right to terminate the Lease and shall notify the Landlord of
its intent to terminate the Lease within one hundred twenty (120) days from its receipt of Landlord’s
notice, which termination shall be effective no later than the date corresponding to the last day of the one
hundred eighty (180) day notice period provided by the Landlord. Tenant shall have no further liability
to Landlord after the termination date except as expressly provided herein. If Tenant agrees to such
relocation, Tenant agrees to pay direct cost of relocating its antennas to the relocated Premises and
Landlord shall pay all other costs.

4. The terms and conditions of the Lease are incorporated herein by this reference, and
capitalized terms used in this Amendment shall have the same meanings such terms are given in the
Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or
amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full
force and effect. To the extent there is any conflict between the terms and conditions of the Lease and
this First Amendment, the terms and conditions of this First Amendment will govern and control.

5. Landlord represents and warrants to Tenant that the consent or approval of no third party,
including, without limitation, a lender, is required with respect to the execution of this Amendment, or if
any such third party consent or approval is required, Landlord has obtained any and all such consents or
approvals.
IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

City of Bonney Lake, a municipal corporation

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

T-Mobile West LLC, a Delaware limited liability company

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

T-Mobile Legal Approval
STATE OF WASHINGTON  )
                  ) ss.
COUNTY OF ___________  )

I certify that I know or have satisfactory evidence that ________________________ is the 
person who appeared before me, and said person acknowledged that he/she signed this instrument, on 
oath stated that he/she was authorized to execute the instrument and acknowledged it as the 
___________________________ of City of Bonney Lake, a municipal corporation be the free and 
voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ____________________

Notary Public
Print Name ____________________
My commission expires ____________________

(Use this space for notary stamp/seal)

STATE OF WASHINGTON  )
                  ) ss.
COUNTY OF KING  )

I certify that I know or have satisfactory evidence that ________________________ is the 
person who appeared before me, and said person acknowledged that he/she signed this instrument, on 
oath stated that he/she was authorized to execute the instrument and acknowledged it as the 
___________________________ of T-Mobile West LLC, a Delaware 
limited liability company to be the free and voluntary act of such party for the uses and purposes 
mentioned in the instrument.

Dated: ____________________

Notary Public
Print Name ____________________
My commission expires ____________________

(Use this space for notary stamp/seal)

T-Mobile Site No: SE05180A
T-Mobile Site Name: Whiskey Run
Market: Seattle
EXHIBIT B-1

A copy of the Final Plans to be attached.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact:
Executive / Don Morrison

Meeting/Workshop Date:
13 August 2013

Agenda Bill Number:
AB13-101

Agenda Item Type:
Resolution

Ordinance/Resolution Number:
2319

Councilmember Sponsor:

Agenda Subject:  CDBG Application Authorization

Full Title/Motion:  A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Apply For A State CDBG Planning Grant For A New Food And Clothing Bank...

Administrative Recommendation:  Approve

Background Summary:  For some time, the City has been trying to find a better location and facility in which to house the food bank. The current facility is crowded, and the building is in very poor condition. There is an opportunity to apply for a planning grant from the state administered HUD CDBG program to plan for a new food and clothing bank. State grant requirements require passage of a resolution in substantially the form prescribed by the state authorizing the application and stating that if the grant is awarded, the City will abide by all state and federal grant requirements.

Attachments:  Resolution

BUDGET INFORMATION

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<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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Budget Explanation:  NA. The grant would be for $24,000

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:  Approvals:  Yes  No

Date:  Chair/Councilmember  
Councilmember  
Councilmember

Forward to:  Consent Agenda:  Yes  No

Commission/Board Review:  Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):  8/13/2013  Public Hearing Date(s):  7/23/2013
Meeting Date(s):  Tabled to Date:

APPROVALS

Director:  D.M.  
Mayor:  
Date Reviewed by City Attorney:  
(if applicable):
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RESOLUTION NO. 2319

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING SUBMISSION OF A HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK PLANNING GRANT APPLICATION TO THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR THE FOOD AND CLOTHING BANKS.

WHEREAS, the City of Bonney Lake is applying to the state Department of Commerce for funding assistance to plan for a new food and clothing bank; and

WHEREAS, it is necessary that certain state and federal conditions be met as part of the application requirements; and

WHEREAS, Mayor Neil Johnson, Jr. is authorized to submit this application to the State of Washington on behalf of the City of Bonney Lake;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington hereby resolves as follows:

Section 1. The Mayor is hereby authorized to submit a Community Development Block Grant (CDBG) application to the state Department of Commerce to request twenty-four thousand dollars ($24,000) for a planning grant for a new food and clothing bank as outlined in the grant application.

Section 2. The City of Bonney Lake certifies that, if funded, it:

A. Will comply with applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable state and federal laws;

B. Has provided opportunities for citizen participation comparable to the state's requirements (those described in Section 104(a)(2)(3) of the Housing and Community Development Act of 1974, as amended); and has complied with all public hearing requirements and provided citizens, especially low- and moderate-income persons, with reasonable advance notice of and the opportunity to present their views during the assessment of community development and housing needs, during the review of available funding and eligible activities, and on the proposed activities;

C. Has provided technical assistance to citizens and groups representative of low- and moderate-income persons that request assistance in developing proposals;

D. Will provide opportunities for citizens to review and comment on proposed changes in the funded project and program performance;

E. Will not use assessments against properties owned and occupied by low- and moderate-income persons or charge user fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner-occupants;
F. Will establish a plan to minimize displacement as a result of activities assisted with CDBG funds; and assist persons actually displaced as a result of such activities, as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

G. Has adopted or will adopt a policy(s) to reduce greenhouse gas emissions in accordance with RCW 70.235.070 and certifies this project will adhere to this policy(s).

H. Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act; will affirmatively further fair housing (Title VIII of the Civil Rights Act of 1968); has adopted (or will adopt) and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and has adopted (or will adopt) and implement a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community Development Act of 1974, as amended; and

Section 3. City Administrator Don Morrison is authorized to act as the Chief Administrative Officer and the authorized City representative in all official matters in connection with this application and Bonney Lake’s participation in the State of Washington CDBG Program.

PASSED by the City Council this 13th day of August, 2013.

__________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

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

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<td>13 August 2013</td>
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**Agenda Subject:** Transfer of a Maintenance Worker Back to His Former Building Inspector Position

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Transfer Maintenance Worker/Building Inspector Bill Centen Back To The Community Development Department.

**Administrative Recommendation:** Approve

**Background Summary:** When building activity began to plummet at the onset of the recession beginning in 2008, there was not enough work to keep all City building inspectors fully employed. Accordingly, building inspector Bill Centen was transferred to a vacant Public Works Maintenance Worker position. Since that time Mr. Centen has kept up his building inspection and plan review certifications and has served as a backup and supplemental building inspector as needed. Current building activity and permit valuations are projected to be $46M this year, requiring 3 full-time building plan review/inspection staff. Right now there is Scott Fielding, construction inspector Mike Deadmond who has been pulled from much of the construction inspection to handle building inspection (while development review engineer Cole Elliott has assumed much of the construction inspection), and a small amount of John Vodopich’s time. There is a pressing need for an additional full-time building inspector. The forecast is for that need to continue through the remainder of the biennium. The City will continue to use contract on-call plan reviewers/inspectors as needed to address additional demands. The increased permit revenues are more than sufficient to offset the additional salary costs of the inspector. The vacated PW Maintenance Worker position will be filled with a new Maintenance Worker I.

**Attachments:** Resolution 2318

**BUDGET INFORMATION**

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<th>Required Expenditure</th>
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**Budget Explanation:** The salary and benefit cost for the balance of the year is estimated at $37,500; Increased permit revenues are sufficient to cover the cost.

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:**

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Forward to: Consent Agenda: ☐ Yes ☐ No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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**APPROVALS**

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<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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RESOLUTION NO. 2318

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO TRANSFER MAINTENANCE WORKER/BUILDING INSPECTOR BILL CENTEN BACK TO THE COMMUNITY DEVELOPMENT DEPARTMENT.

WHEREAS, when building activity plummeted beginning in 2008 and there was not enough work to keep all building inspectors fully employed, building inspector Bill Centen was transferred to a vacant Public Works Maintenance Worker position; and

WHEREAS, Mr. Centen has kept up his building inspection and plan review certifications and has served as an as needed backup and supplemental building inspector since his initial transfer to public works; and

WHEREAS, current building activity and permit levels dictate the need for an additional full-time building inspector, and the forecast is for that need to continue through the remainder of the biennium; and

WHEREAS, increased permit revenues are more than sufficient to offset the additional salary costs of the inspector;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON THAT:

Section 1. The City Council does hereby authorize the Mayor to transfer Bill Centen from the Public Works Department to the Community Development Department to resume his duties as a full-time building inspector;

Section 2. The Mayor shall include in his proposed mid-biennial budget amendment a proposed adjustment of the Community Development Department salary budget in sufficient amounts to cover the additional salary costs of Mr. Centen for the balance of 2013 and 2014;

PASSED by the City Council this 13th day of August, 2013.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

_________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_________________________________
Kathleen Haggard, City Attorney

Agenda Packet p. 47 of 50
Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize The Mayor To Apply For A Puget Sound Regional Council Non-Motorized Transportation Grant.

Administrative Recommendation: Approve

Background Summary: Staff has reviewed a Call for Projects recently announced by the Puget Sound Regional Council for Non-Motorized Transportation grants. Staff believes that a design proposal for a portion of the Fennel Creek Trail will fit eligibility criteria for this year's Federal grant program. If successful, completion of a design for this segment of trail will significantly improve odds for a future construction grant. Please note this is a non-motorized grant program, so a trailhead for motor vehicles is not an eligible activity. This section of the Fennel Creek Trail would connect the future Renwood development to the Mid-Town shopping area. The grant application deadline is August 26th. The grant application will require a collaborative effort of Community development, Executive, and Public Works staff.

Attachments: n/a

Budget Information

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Budget Explanation: 

Committee, Board & Commission Review

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

Yes No
Councilmember

Commission/Board Review:
Hearing Examiner Review:

Council Action

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

Approvals

Director:
Mayor:
Date Reviewed by City Attorney:

(if applicable):