

**CITY COUNCIL MEETING**

**January 13, 2009  
7:00 P.M.**

**AGENDA**

City of



*The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.*  
Website: [www.ci.bonney-lake.wa.us](http://www.ci.bonney-lake.wa.us)

*"Where Dreams Can Soar"*

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**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 action item 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 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.)*

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

A. Flag Salute – Mayor Neil Johnson, Jr.

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Jim Rackley.

[Management Staff expected to be in attendance: City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Planning and Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

- a. **AB09-19** – Motion of the Bonney Lake City Council to confirm the Mayor's appointment of Karen A. Witters as a Park Board Commissioner.

3. Presentations: [A 1.2]

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: [A 1.2]

**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 Minutes:** November 25, 2008 Council Meeting, December 2, 2008 Council Workshop, December 9, 2008 Council Meeting and December 16, 2008 Council Workshop.
- B. **Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #53776 thru #53883 (including wire transfer #'s 11122008 & 91000022) in the amount of \$784,058.14; Accounts Payable checks/vouchers #53884 thru #53901 in the amount of \$2,019.99; Accounts Payable checks/vouchers #53902 thru 53972 in the amount of \$393,132.79; Accounts Payable checks/vouchers #53973 thru 54069 (including wire transfer #4215791) in the amount of \$192,098.90; Accounts Payable checks/vouchers #54070 thru 54073 in the amount of \$1,070.68; Accounts Payable checks/vouchers #54074 thru 54074 in the amount of \$2,228.92.
- C. **Payroll Certification:** Payroll for December 1-15th, 2008 for checks 27807-27812, including Deposits and Electronic Transfers for \$ 106,574.69 (Police Department); and Payroll for December 1-15th, 2008 for checks 27813-27842, including Deposits and Electronic Transfers for \$ 252,156.13 (AFSCME and Non-represented). Payroll for December 16-31st, 2008 for checks 27843-27852, including Deposits and Electronic Transfers for \$ 174,689.04 (Police Department) Payroll for December 16-31st, 2008 for checks 27853-27889, including Deposits and Electronic Transfers for \$ 387,593.32 (AFSCME and Non-represented)
- D. **AB09-15 – Ordinance D09-15** – An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Sections 16.20.030, 16.20.040, 16.20.060, And 16.20.070, And Their Underlying Ordinances; Repealing BLMC Chapter 16.26, And Its Underlying Ordinances; And Adding A New BLMC Chapter 16.26 To Allow For Adequate Flood Control Regulations.
- E. **AB09-01 – Resolution 1907** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Grant Agreement With Pierce County To Place Historical Markers In Bonney Lake.
- F. **AB09-04 – Resolution 1908** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing A Sewer Developer Extension Agreement With Michael R. Mastro For the Sunrise Manor Estate Project.
- G. **AB09-09 – Resolution 1913** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing A Water Developer Extension Agreement With Puget Sound Energy Company.

- H. **AB09-16 – Resolution 1901** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The 2009 Buckley Jail Service Contract Addendum.
  - I. **AB09-18 – Resolution 1906** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Northwest Fleet Lease, Corp.
  - J. **AB09-02** – A Motion of the City Council of the City of Bonney Lake To Accept As Complete The Bonney Lake Blvd/183<sup>rd</sup>/Locust Roadway, Sidewalk & Watermain Improvements Contract with Les Russell Construction.
- V. FINANCE COMMITTEE ISSUES:** ( See Consent Agenda.)
- VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:** (See Consent Agenda.)
- VII. PUBLIC SAFETY COMMITTEE ISSUES:** (See Consent Agenda.)
- VIII. FULL COUNCIL ISSUES:**
- A. **AB09-06 – Resolution 1910** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Opposing Proposition 1, Charter Code City.
- 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**



## **RESOLUTION NO. 1907**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH PIERCE COUNTY TO PLACE HISTORICAL MARKERS IN BONNEY LAKE.**

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached.

**PASSED by the City Council this 13<sup>th</sup> day of January, 2009.**

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Mayor Neil Johnson, Jr.

AUTHENTICATED:

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Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

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James J. Dionne, City Attorney

Title: Project Bonney Lake  
Historical Markers  
Funding Source: Special Projects-HDOC  
Grant Program (per  
Resolution No. R2008-  
139)  
Start Date: FY08 3/1/08  
End Date: FY09 9/15/09  
FY/\$: FY 08-09 \$8,750  
Contractor: City of Bonney Lake  
Address: P. O. Box 7380  
Bonney Lake, WA 98391  
Contact: Gary Leaf  
Telephone: 253-447-4334  
Fax:  
Email: leafg@ci.bonney-lake.wa.us  
BARS Code: 001.143.HDOC.57320.49.0747

## PUBLIC BENEFIT AGREEMENT FOR HISTORIC PRESERVATION GRANT

City of Bonney Lake, hereinafter called Contractor, and Pierce County, hereinafter called County, agree as set forth in this Agreement, including:

- I. General Terms and Conditions,
- II. Statement of Work, and
- III. Compensation.

The term of this Agreement shall commence on 3/1/2008 and shall, unless terminated or renewed elsewhere in the Agreement, terminate on 9/15/2009.

The maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$8,750.

The County has established the following BARS expenditure code for this Agreement: 001.143.HDOC.57320.49.0747, which shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs D, F, J, and T of Section I, are totally and fully part of this Agreement and have been mutually negotiated by the parties.

### **I. GENERAL TERMS AND CONDITIONS**

#### **A. Scope of Contractor's Services.**

The Contractor agrees to provide to the County services and any materials set forth in Section II, Statement of Work during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

B. Accounting and Payment for Contractor Services.

1. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Section III, Compensation and Financial Requirements. Where this Agreement requires payment by Pierce County, payment shall be based on documentation of work actually performed and amounts expended, and the total dollar payment requested. Unless approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "**Contracting Officer**") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this Agreement.
2. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor through the County voucher system for the Contractor's service as set forth in the Budget attached to and incorporated in this Agreement.

C. Assignment and Subcontracting.

No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

D. Independent Contractor.

1. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.
2. The Contractor acknowledges that the entire compensation for this Agreement is specified in Section III and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this Agreement to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
3. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

E. No Guarantee of Employment.

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to

guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

F. Taxes.

1. The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.
2. The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

G. Insurance Requirements.

1. Throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain general liability insurance with an insurance carrier licensed to do business in the State of Washington, and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, \$1,000,000 each occurrence or \$2,000,000 aggregate, with a deductible of not greater than \$5,000.
2. Where automobiles are used in conjunction with the performance of this Agreement throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain automobile liability insurance with an insurance carrier licensed to do business in the State of Washington and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, \$1,000,000 each occurrence or combined single limit coverage of \$1,000,000.
3. General liability insurance and, if applicable, automobile liability insurance coverage shall be provided under a comprehensive general and automobile liability form of insurance, such as is usual to the practice of the insurance industry, including, but not limited to all usual coverage referred to as Personal Injury--including coverage A, B and C. If applicable, automobile liability insurance shall include coverage for owned, non-owned, leased or hired vehicles.
4. Pierce County shall be named as an additional insured on all required policies except automobile insurance and all such insurance as is carried

by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution.

5. Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.
6. In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402.
7. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

H. Regulations and Requirement.

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. Unless specifically noted to the contrary, the Contractor shall obtain all permits, authorities and approvals necessary to implement this project.

I. Right to Review.

1. Whenever the value of this Agreement exceeds \$25,000, the County may require that the Contractor obtain an agency-wide, or program-wide, basic financial audit. The results of that audit shall be immediately reported to the County.
2. This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement.
3. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

J. Defense & Indemnity Agreement.

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily

injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

K. Industrial Insurance Waiver.

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

L. Withholding Payment.

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

M. Future Non-Allocation of Funds.

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been

appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

N. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

O. Modifications.

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

P. Termination for Default.

1. If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.
2. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Q. Termination for Public Convenience.

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

R. Equal Opportunity, Nondiscrimination & Affirmative Action.

The Contractor, its employees, its subcontractors and their employees, by acceptance of this Agreement, certify that they will not engage in any unlawful discrimination, in any work place, during the life of this Agreement.

The Contractor and its subcontractors should make a realistic, good faith effort to employ women, minorities, and Pierce County residents for any new job openings or positions for advancement or training that may become available during the life of this Agreement.

S. Waiver.

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

T. Official Benefits Prohibited.

No federal, state or local elected or appointed official, nor members of their families, nor their business associates, shall be admitted to any share or part of the funds provided by this Agreement, nor to any benefit to arise herefrom.

The Contractor hereto shall maintain a Code of Conduct which shall govern his/her performance in the award and administration of this, or any other contracts or procurement actions funded in whole or in part by funds made available hereunder. The Contractor shall not participate in the selection, award, or administration of any such contract if a conflict of interest, real or apparent, would exist.

U. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

V. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Contracting Officer and to the County Planning and Land Services Department, Advance Planning Division, 2401 South 35<sup>th</sup> Street, Room 228, Tacoma, WA 98409-7490. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

W. Venue and Choice of Law.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

X. Severability.

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

Y. Entire Agreement.

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**II. STATEMENT OF WORK**

A. County Responsibilities.

To accomplish the intent of this agreement, the County:

1. May provide administrative and financial oversight and direction in accordance with established laws and regulations;
2. Shall conduct a site visit, if necessary, to confirm completion of the project;
3. Shall pay, on a timely basis, one request for payment which is eligible and appropriate for payment and which is supported by a Completion Report and sufficient documentation.

B. Contractor Responsibilities.

To accomplish the intent of this Agreement, the Contractor shall:

1. Scope of work. The Contractor shall plan, administer and implement the following project or program:
  - a. INTENTION: As more fully described in the Contractor's grant application, which is incorporated by reference to this Agreement, the project objectives are to increase public awareness of Bonney Lake area heritage; to increase and gather support for historic preservation efforts of the City of Bonney Lake and the Greater Bonney Lake Historical Society; to increase community pride and quality of life through strategic placement of historical markers at publicly accessible and visible locations.

- b. SCOPE: As more fully described in the Contractor's grant application, which is incorporated by reference to this Agreement, the Contractor shall design, purchase, and construct eight (8) 20" by 30" cast historical markers and install at the following seven (7) locations:

1. Allan Yorke Park (1 historic marker for Pre-Lake Tapps & Creation of Lake Tapps).
2. Simmons City Park (1 historic marker for Ken Simmons Resort).
3. Art Park near intersection of Sumner-Buckley Highway & Locust (1 historic marker for Naches Trail).
4. City Right-of-way near intersection of Sumner-Buckley & 192<sup>nd</sup> Ave. (2 historic markers: one for Native People Gathering Place; the other for Perfield Hop Farm).
5. Sumner-Buckley Hwy (1 historic marker for Kelley Farm).
6. 7410 Meyers Road (1 historic marker for Church of the Nazarene).
7. Near 11311 – 176<sup>th</sup> Ave. E. in Naches Terrace HOA (1 historic marker for Sky Stone (Native People)).

All of the above Pierce County Historic Preservation Grant funded historic markers must bear the Pierce County logo at a minimum at appropriate locations on or near the installed markers in order to recognize the County as a grant funder.

- c. COMPLETION REPORT: The Contractor shall submit a Completion Report to the County upon completing the grant funded portion of the project activities listed in b. Scope above, and before the expiration date of this Public Benefit Agreement, including history narrative text incorporated into each of the eight historic markers, historic marker design, other project activities such as public events or programs staged in conjunction with the installation of the markers, evidence of the acknowledgement given to Pierce County as a grant funder in publications, media materials and press releases for the project, and if any, a long-term maintenance plan for the historic markers. A Completion Report shall be accompanied by attachments of related materials such as photos and publications for the project.

2. Comply with all noted regulations, requirements and conditions of the Agreement.

### **III. COMPENSATION AND FINANCIAL REQUIREMENTS**

#### **A. Reimbursement.**

Reimbursement request from the Contractor for services rendered under this agreement shall:

1. Be submitted when the Completion Report is submitted by the Contractor;
2. Be submitted on the Contractor's letterhead;

3. Shall include the applicable BARS expenditure code and Contract No.;
4. Be supported by appropriate documentation of amounts actually incurred through attaching documents such as a copy of estimates, bids, contracts, invoices, and cancelled checks;
5. Include the total dollar amount requested;
6. Include documentation of the match provided by the Contractor through attaching documents such as payroll or payment records, volunteer donated hour's log, and cash or in-kind contribution records. Matching resources must have been received, donated, or expended during the term of the Agreement.

B. Use of Funds.

It is expressly understood that Agreement funds may only be used for expenses, items, activities and costs according to II.B.1. b. Scope of Work in this Agreement. County funds shall not be obligated for:

1. Costs incurred prior to the date the Agreement becomes effective unless specifically authorized; or
2. Costs found to be ineligible or inappropriate pursuant to state law and/or applicable regulations.

C. Refunds.

The Contractor shall refund to the County any payment or partial payment expended by the Contractor or its Subcontractors which is subsequently found to be ineligible, inappropriate or illegal. Further, the Contractor shall refund to the County any funds remaining at the end of the period of performance.

D. Multiple Source Funding.

Projects funded by multiple sources, or from multiple funding years shall have relationships and procedures between funding sources clearly documented in the Budget.



**ATTACHMENT 1**

**Budget Page**  
**Agreement with: City of Bonney Lake**  
**Project: Bonney Lake Historical Markers**  
**BARS: 001.143.HDOC.57320.49.0747**  
**FY08-FY09 AMOUNT: \$8,750**

<b>ACTIVITY</b>	<b>COUNTY</b>	<b>CONTRACTOR MATCH</b>	<b>TOTAL</b>
Personnel (salaries & benefits)	\$	\$	\$
Administration (office expenses including copies, rent, janitor, utilities, phone, taxes, office supplies, etc.)	\$	\$	\$
Supplies	\$	\$	\$
Marketing/Promotion	\$	\$	\$
Travel (mileage rate: \$.585 per mile)	\$	\$	\$
Consultants	\$	\$	\$
Construction:	\$	\$	\$
Other* (specify below)	\$8,750	\$	\$
<b>GRAND TOTAL</b>	<b>\$8,750</b>	<b>\$8,750</b>	<b>\$</b>

\*Expenses incurred for activities and programs according to the II. B. 1. b. Scope of Work in this Agreement.

Prepared by: Gary Leaf

Date: 12/2/08

Phone: (253) 447-4334



COMMUNITY DEVELOPMENT COMMITTEE

Action Item #2

DATE: January 5, 2009

ORIGINATOR: Dan Grigsby

TITLE: Public Works Director

SUBJECT: A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a Sewer Developer Extension Agreement with Michael R Mastro, Sunrise Manor Estates.

Approve a Sewer Developer Extension Agreement for the Sunrise Manor Estates Project, which includes a 232 unit multi-family development.

Sunrise Manor Estates is located in the SW Quarter of the SW Quarter of Section 2, Township 19 North, Range 5 East, Willamette Meridian, Pierce County Washington. This project is inside City limits, and within Bonney Lake's sewer service area.

The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for sewer improvements to the City's system.

This developer extension agreement enables the City to establish the terms of the City accepting the improvements during construction and when completed.

ORDINANCE/RESOLUTION: 1908

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE FINANCE DIRECTOR \_\_\_\_\_ CITY ATTORNEY \_\_\_\_\_

2008 Budget Amount Current Balance Required Expenditure Remaining Balance

Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Table with columns: NAME, DATE, APPROVED, DISAPPROVED. Rows for James Rackley, David Bowen, and Dan Decker with handwritten signatures and dates.

COMMITTEE COMMENTS:

COMMITTEE'S RECOMMENDATION TO FORWARD TO: CITY CLERK CITY ATTORNEY

Please schedule for City Council Meeting date of: January 13, 2008

Consent Agenda: [X] Yes [ ] No

**RESOLUTION NO. 1908**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A SEWER DEVELOPER EXTENSION AGREEMENT WITH MICHAEL R. MASTRO FOR THE SUNRISE MANOR ESTATES PROJECT.**

**Whereas**, Sunrise Manor Estates is a 232 unit multi-family complex, located at 21402 103<sup>rd</sup> St. Ct. E., Bonney Lake, Washington. This project is inside city limits and within Bonney Lake's sewer service area; and

**Whereas**, The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for sewer 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 Sewer Developer Extension Agreement with Michael R. Mastro for the Sunrise Manor Estates project.

**PASSED** by the City Council this 13th day of January, 2009

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Neil Johnson Jr., Mayor

ATTEST:

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Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

---

James Dionne, City Attorney



## SEWER DEVELOPER AGREEMENT

### PUBLIC WORKS DEPARTMENT

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THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and \_\_\_\_\_ Michael R. Mastro \_\_\_\_\_, hereinafter referred to as "Developer".

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

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Developer agrees to design and/or construct the SEWER system, or additions thereto, to be connected to the City's SEWER 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 SEWER system, or additions thereto, shall be located within that area commonly referred to as \_\_\_\_\_ Sunrise Manor Estates \_\_\_\_\_ 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 SEWER system, or additions thereto, within said premises in conformance with the City's "Conditions and Standards for SEWER System Construction", 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 SEWER plan, which agreement shall include oversizing of SEWER mains as may be identified in the City's adopted SEWER comprehensive plan.
- III. The developer agrees that the construction of the SEWER system, or additions thereto, shall not commence until the following conditions have been fulfilled:
  - A. The developer shall furnish the City with four (4) sets of detailed plans for the SEWER 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 SEWER system, or additions thereto, submitted to the City for review are:
    1. Four (4) sets of plans and documents shall be submitted, wherein two (2) sets will be returned to the applicant.

2. A preliminary plat of the area in which said SEWER 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 SEWER 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 SEWER 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 SEWER system, or additions thereto, to be constructed, consistent with City standards.
  9. Specifications sufficient to fully describe the work, consistent with City's "Conditions and Standards".
  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 SEWER improvements.
  2. All lots shall be fully staked to assist all parties involved in the proper location of the SEWER system including services.
  3. All contractors and subcontractors shall have a current Washington State Contractors License.

4. The Developer's SEWER system, or additions thereto, on Premises shall not be connected to the City SEWER 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 indemnify and hold harmless the City 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 indemnification obligation 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. The City retains the right to approve claim investigation and counsel assigned to said claim and 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, this indemnification shall be void and 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 indemnify 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.

- 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 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.

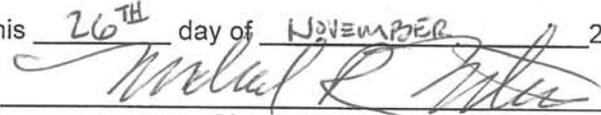
Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangements in advance with such property owners, to insure that no conflicts will ensue after the property is restored 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 SEWER 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 areas 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 deposit an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred plus 10% administrative costs, for such supervision. The City will pay for these bills out of the monies deposited. If the amount of money on deposit is depleted or reduced such that there is inadequate coverage for expected expenses, the City will stop work until the deposit account is adequate to cover expected expenses. Any accrued interest will be to the benefit of the City.
- VI. The Developer's SEWER 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 SEWER 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 SEWER 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 SEWER 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 26<sup>TH</sup> day of NOVEMBER 20 08

DEVELOPER:  Date 11-26-08

Signature

MICHAEL R. MASTRO  
Printed Name

\_\_\_\_\_  
Company Title (as applicable)

\_\_\_\_ 510 RAINIER AVENUE S. \_\_\_\_\_  
Address

\_\_\_\_ SEATTLE \_\_\_\_\_ WA \_\_\_\_\_ 98144 \_\_\_\_\_  
City State Zip

Phone No. \_\_\_\_ (206) 323-5393 \_\_\_\_\_ FAX No. \_\_\_\_\_

CITY OF BONNEY LAKE  
DEVELOPER AGREEMENT

ACCEPTED this 13 day of January 2009

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

CITY OF BONNEY LAKE

DEVELOPER AGREEMENT

EXHIBIT 'A'

PLAT NAME \_\_\_\_\_ Sunrise Manor Estates \_\_\_\_\_

DEVELOPER: \_\_\_\_\_ Michael R. Mastro \_\_\_\_\_

LEGAL DESCRIPTION: SUNRISE MANOR ESTATES, AN AIRSPACE CONDOMINIUM PER  
MAP RECORDED FEBRUARY 13, 2004 UNDER AUDITOR'S FEE NO. 200402135011;  
FORMERLY KNOWN AS LOT 1 OF PIERCE COUNTY SHORT PLAT NO. 9008220112;  
TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS AND  
RESERVATIONS OF RECORD, PIERCE COUNTY, WASHINGTON.





DATE: January 1, 2009

ORIGINATOR: Dan Grigsby

TITLE: Public Works Director

SUBJECT: A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a Water Developer Extension Agreement with Puget Sound Energy Company for the PSE Employee Camp

The Puget Sound Energy Company is renovating the existing Water main which is outside the city limits but within our water system. The renovation will require upgrading the water system to meet current fire flow requirements.

The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water improvements to the City's system.

This developer extension agreement enables the City to be reimbursed for plan review, inspection and testing costs of infrastructure improvements as well as establishing the terms of the City accepting the improvements when they are complete.

ORDINANCE/RESOLUTION: 1913

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE FINANCE DIRECTOR \_\_\_\_\_

CITY ATTORNEY \_\_\_\_\_

<u>2008 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
		None	

Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	1-05-09	<i>Jim Rackley</i>	_____
David Bowen	1-05-09	<i>David Bowen</i>	_____
Dan Decker	1-05-09	<i>Dan Decker</i>	_____

COMMITTEE COMMENTS: \_\_\_\_\_

COMMITTEE'S RECOMMENDATION TO FORWARD TO:  
CITY CLERK  
CITY ATTORNEY

Please schedule for City Council Meeting date of: January 13, 2009  
Consent Agenda:  Yes  No

**RESOLUTION NO. 1913**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,  
AUTHORIZING A WATER DEVELOPER EXTENSION  
AGREEMENT AGREEMENT WITH PUGET SOUND ENERGY  
COMPANY.**

**Whereas,** The Puget Sound Energy Company wishes to renovate the current Water system which is outside the city limits but inside the city's water service area; and

**Whereas,** The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water improvement 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 Annexation Covenant Agreement with Puget Sound Energy Company for the improvements to the PSE Employee Camp

**PASSED** by the City Council this 13<sup>th</sup> day of January, 2009.

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Neil Johnson Jr., Mayor

ATTEST:

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Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

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James Dionne, City Attorney



## WATER DEVELOPERS AGREEMENT

### PUBLIC WORKS DEPARTMENT

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THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and PUGET SOUND ENERGY COMPANY, 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 PSE EMPLOYEE CAMP, 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 or as approved by the City Engineer. As an additional condition to the City obligations under this agreement the developer shall:
  - 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 five (5) 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. Five (5) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant. Additional sets may be required by the City.
  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 indemnify and hold harmless the City 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 indemnification obligation 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. The City retains the right to approve claim investigation and counsel assigned to said claim and 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, this indemnification shall be void and 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 indemnify 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

amount in excess of 25% of the claimant's total damages.

- 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.

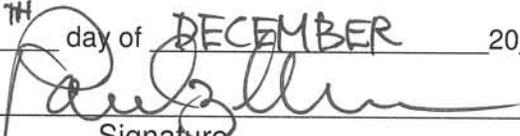
- IV. The construction, of the Developer's WATER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications.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

advance notice on his construction schedule during, the various construction phases as requested by the City.

- V. The Developer further agrees to deposit an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred plus 10% administrative costs, for such supervision. The City will pay for these bills out of the monies deposited. If the amount of money on deposit is depleted or reduced such that there is inadequate coverage for expected expenses, the City will stop work until the deposit account is adequate to cover expected expenses. Any accrued interest will be to the benefit of the City.
- 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 charges 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 24<sup>th</sup> day of DECEMBER 2008

DEVELOPER:  Date 12/24/08  
Signature

PAUL Z. WU  
Printed Name

FACILITIES PROJ. MGR.  
Company Title (as applicable)

P.O. BOX 97034  
Address

BELLEVUE, WA. 98009-9734  
City State Zip

Phone No. 425-462-3008 FAX No. 425-462-3519

CITY OF BONNEY LAKE  
DEVELOPER AGREEMENT

ACCEPTED this 13<sup>th</sup> day of January 2009

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

CITY OF BONNEY LAKE

DEVELOPER AGREEMENT

EXHIBIT 'A'

PLAT NAME PSE EMPLOYEE CAMP

DEVELOPER: PUGET SOUND ENERGY COMPANY

LEGAL DESCRIPTION: (SEE ATTACHED)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PROJECT AREA DESCRIPTION

A STRIP OF LAND 60 FEET IN WIDTH OVER A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH  $89^{\circ}16'59''$  EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1933.40 FEET, MORE OR LESS, TO THE CENTER LINE OF 203<sup>RD</sup> AVENUE EAST; THENCE SOUTH  $19^{\circ}36'35''$  EAST ALONG THE CENTER LINE OF SAID ROAD, A DISTANCE OF 646.60 FEET, MORE OR LESS; THENCE SOUTH  $04^{\circ}37'30''$  EAST, 520.00 FEET, MORE OR LESS, TO THE CENTER LINE OF DIKE ROAD; THENCE SOUTH  $72^{\circ}53'16''$  WEST, ALONG THE CENTER LINE OF DIKE ROAD, A DISTANCE OF 401.57 FEET, MORE OR LESS, TO THE CENTER LINE OF PARK ROAD AND THE **POINT OF BEGINNING** AND TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT 'A'; THENCE SOUTH  $18^{\circ}32'39''$  EAST, 643.00 FEET TO THE TERMINUS OF THIS DESCRIBED CENTER LINE.

TOGETHER WITH A STRIP OF LAND 60 FEET IN WIDTH, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

**BEGINNING** AT AFOREMENTIONED REFERENCE POINT 'A'; THENCE NORTH  $18^{\circ}32'39''$  WEST, 30.00 FEET TO THE TERMINUS OF THIS DESCRIBED CENTER LINE.

**NOTE:** THIS DESCRIPTION IS TO DESCRIBE THE PROJECT LOCATION ONLY AND IS NOT AN EASEMENT DESCRIPTION FOR THE WATERLINE. THE AS-BUILT LOCATION OF THE WATERLINE SHOULD BE USED FOR FINAL EASEMENT DESCRIPTION. THIS DESCRIPTION IS BASED ON PUBLIC RECORDS. BEARINGS AND DISTANCES HAVE BEEN SCALED FROM INFORMATION PROVIDED BY PSE AND PROPOSED WATERLINE IMPROVEMENT DOCUMENTS.



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Water Developers Agreement  
Puget Sound Energy

STATE OF WASHINGTON)  
  )SS  
COUNTY OF KING )

On this day personally appeared before me Paul Wu  
, to me known to be the individual(s) described in and who executed the within and  
foregoing instrument, and acknowledged that HE signed the same as HIS  
free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24<sup>TH</sup> day of  
DECEMBER, 2008.

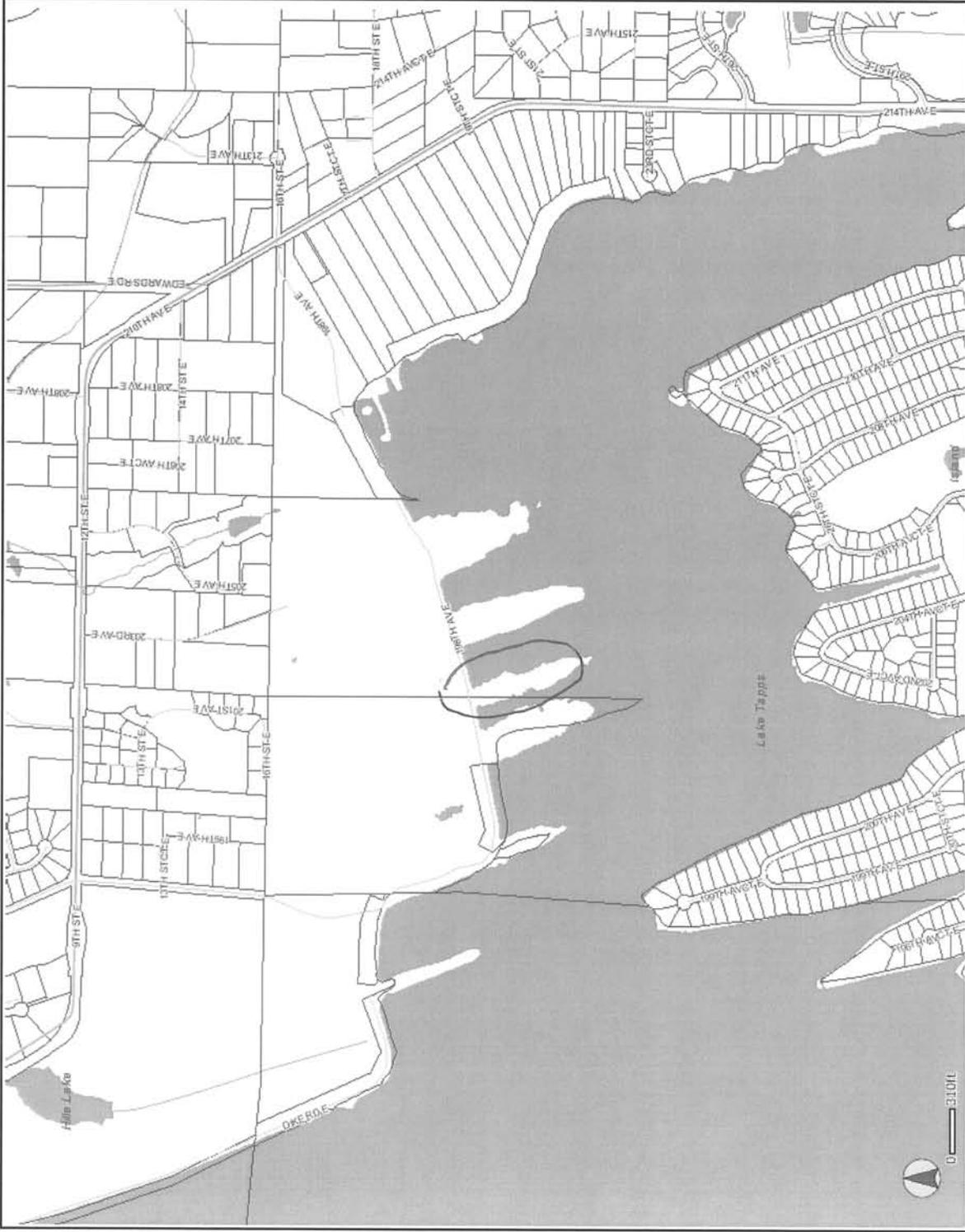


Wayne Gordon Bressler  
Print Name  
WAYNE GORDON BRESSLER  
Notary Public in and for the State of  
Washington,  
Residing at BELLEVUE  
My commission expires  
8/15/2010

null  
January 07, 2009

Legend

□ Tax Parcels



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.