

RESOLUTION NO. 2525

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A SEWER DEVELOPERS AGREEMENT WITH KELLY KAHNE FOR THE EASTOWN KAHNE EXTENSION.

WHEREAS, the Eastown Kahne Extension is a commercial development located inside of the City limits along SR 410 East; and

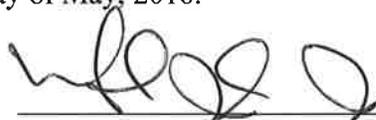
WHEREAS, the Eastown Kahne Extension is located within the sewer service area of the City of Bonney Lake; and

WHEREAS, the City of Bonney Lake requires that a Developer have an approved Developer Extension Agreement for sewer improvements to the City's infrastructure; and

WHEREAS, 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 Kelly Kahne for the Eastown Kahne Extension project.

PASSED by the City Council this 10th day of May, 2016.



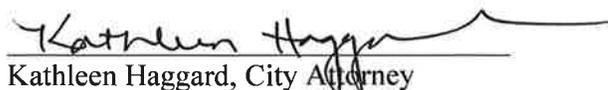
Neil Johnson Jr., Mayor

AUTHENTICATED:



Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:



Kathleen Haggard, City Attorney



SEWER DEVELOPERS AGREEMENT

PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and Kelly Kahne, hereinafter referred to as "Developer".

WITNESSETH: That whereas the City of Bonney Lake, a municipal corporation, provides WATER 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 Eastown Kahne Extension, 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 construct the proposed SEWER 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 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 three (3) 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. Minimum requirements for all plans for SEWER system, or additions thereto, submitted to the City for review are:
 1. Three (3) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant.
 2. A preliminary plat of the area in which said 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 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 sewer 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.
- C. The Developer is aware that LS #18 has limited remaining capacity, remaining sewer capacity is allocated on a 'first-come, first-served' basis. If capacity is not available at the time of building permit issuance, building permits will not be issued until such a time as sewer capacity is available to serve the project.
- D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:
1. All lots shall be fully staked to assist all parties involved in the proper location of the SEWER system including services.
 2. All manholes and side sewers 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.
 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 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 SEWER 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 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 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 the predetermined amount of money to cover the City's expected review fees and construction supervision expenses incurred.
- 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), latest revisions in PDF format, the computer files 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 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 SEWER system to the City.
 - G. Furnish a two year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the 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 _____ day of _____ 2016

DEVELOPER: _____ Date 4-27-16

Signature
K. Kelly Kahne
 Printed Name

Company Title (as applicable)

28535 SE 434TH ST.
 Address

Enumclaw WA 98022
 City State Zip

Phone No. 253-381-2212 FAX No. _____

CITY OF BONNEY LAKE
 DEVELOPER AGREEMENT

ACCEPTED this 10th day of May 2016

Neil Johnson Jr.
 Neil Johnson Jr., Mayor

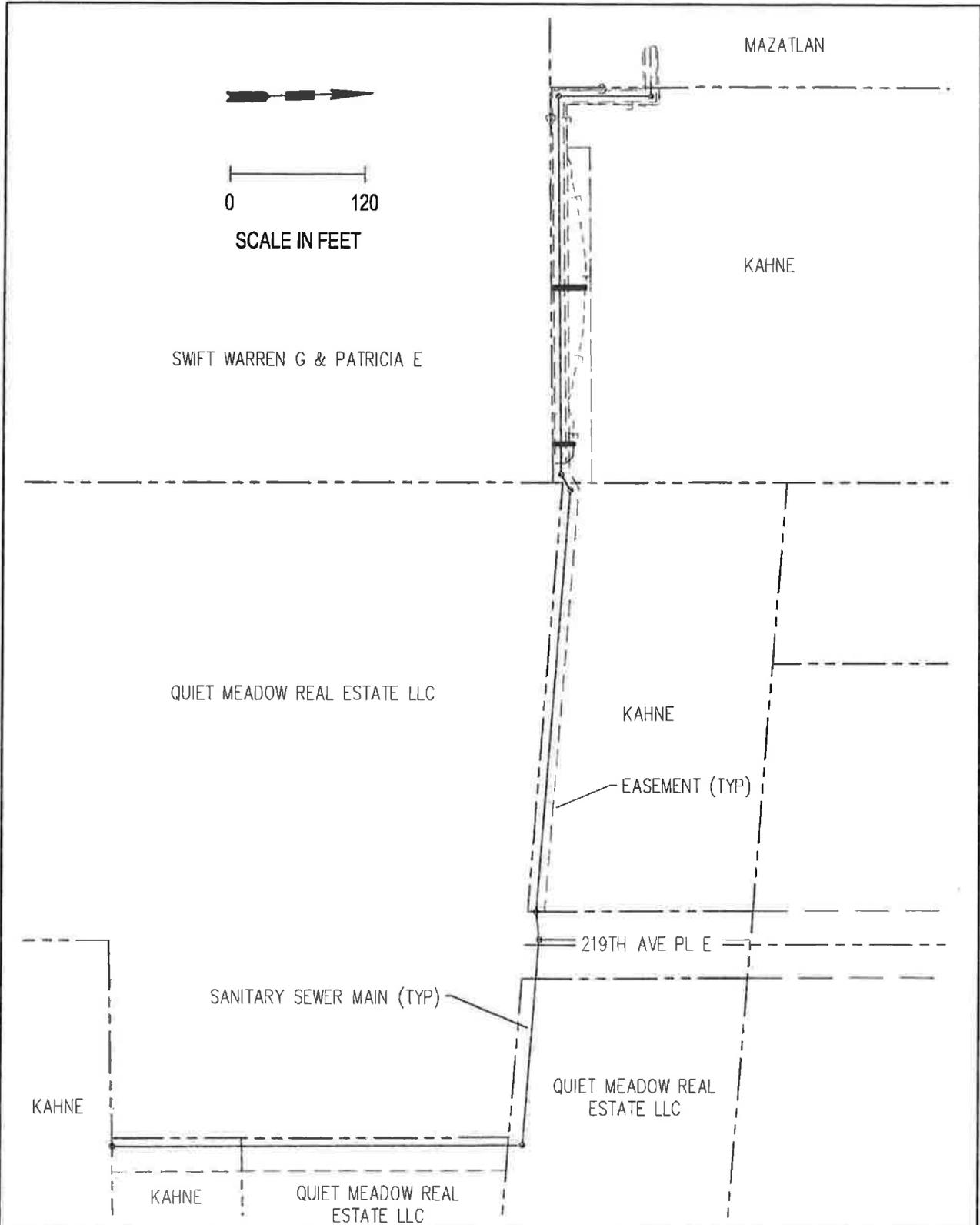
CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT 'A'

PLAT NAME _____

DEVELOPER: _____

LEGAL DESCRIPTION: _____

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SCALE IN FEET

Nov 18, 2015 11:32:45am User: larsen@scj
 K:\PROJECTS\2357 EASTOWN SOUTH SEWER IMPROVEMENT\2357 EASTOWN SOUTH SEWER IMPROVEMENT\PHASE 00 - OLD COORDINATOR\DWG\2357.05 EXH A.DWG

 SCJ ALLIANCE CONSULTING SERVICES 8730 TALLON LANE NE, SUITE 200, LACEY, WASHINGTON 98516 P: 360-352-1465 F: 360-352-1509 SCJALLIANCE.COM	HORIZONTAL SCALE: 1"=120' DATE: 3/20/16 JOB No: 235.05 DRAWING FILE No: 235.05 EXH A.dwg	EASTOWN SOUTH SEWER IMPROVEMENT EXHIBIT 'A'	EXHIBIT No: EX A SHEET No: 1

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

Department/Staff Contact: CD / Cole Elliott	Meeting/Workshop Date: 10 May 2016	Agenda Bill Number: AB16-59
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2525	Councilmember Sponsor: Donn Lewis

Agenda Subject: Authorizing a Developer Extension Agreement with Kelly Kahne.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Sewer Developers Extension Agreement Between Kelly Kahne And The City Of Bonney Lake.

Administrative Recommendation:

Background Summary: The Developer of Eastown Kahne Extension has requested the City provide sewer service for his development located along SR 410 East in the Eastown section of Bonney Lake. The Developer is aware that LS 18 has limited remaining capacity and he will likely need to contribute a proportionate share for the future expansion to complete his project
Attachments: Resolution 2525, Developers Extension Agreement, Vicinity Map

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

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Community Development Date: 3 May 2016	<i>Approvals:</i> Chair/Councilmember Donn Lewis Councilmember James Rackley Councilmember Dan Swatman		Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:				
Hearing Examiner Review:				

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

APPROVALS		
Director: <i>John Vodopich</i>	Mayor:	Date Reviewed by City Attorney: (if applicable)