

RESOLUTION NO. 2528

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING WATER AND SEWER DEVELOPER'S EXTENSION AGREEMENTS WITH OAKRIDGE HOMES FOR THE STONE CREEK LONG PLAT.

WHEREAS, Stone Creek is a residential long plat located within the City limits along 214th Avenue E.; and

WHEREAS, Stone Creek is located within the water and sewer service areas of the City of Bonney Lake; and

WHEREAS, the City of Bonney Lake requires that a Developer have an approved Developer Extension Agreement for water and 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 Water and Sewer Developer Extension Agreement with Oakridge Homes for the Stone Creek Long Plat.

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



WATER DEVELOPER'S EXTENSION AGREEMENT
PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and Oakridge Homes 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:

- 1. 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:

Stone Creek -7612 214th Ave Bonney Lake, WA.

which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".

- 2. 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 Design 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.
3. 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. Water system plans have been submitted, reviewed, and approved as required by the Public Works Standard:

- (1) Six (6) sets of all 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 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) Specifications sufficient to fully describe the work, consistent with City's "Conditions and Standards."
 - (5) 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 6 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 to 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 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 current WISHA safety regulations and provisions contained within WAC 296-62-077. 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.

4. 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 to 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. The Developer further agrees to reimburse the City for all engineering fees and expenses incurred by the City for such supervision.
5. 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 AutoCAD format, latest revision (unless otherwise approved by the City), the computer file supplied on a CD 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, 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, which shall include a 2-year guarantee that the water system shall be free of defects in labor and materials. Form shall be as prescribed by the City.
6. 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.

7. 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.

SUBMITTED this 6 day of April, 2016.

DEVELOPER:  Date: 4/6/2016
Signature

Scott Serran
Printed Name

Oakridge Homes, President
Company Title (as applicable)

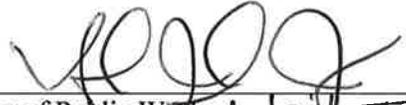
5401 32nd Ave NW Ste 100
Address

Coig Harbor WA 98335
City State Zip

Phone No. 360.790.6051 Fax No. _____

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

Accepted this 10th day of May, 2016


~~Director of Public Works~~ Neil Johnson, Jr., Mayor

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT #1A

PLAT NAME: Stone Creek

DEVELOPER: Oakridge Homes

LEGAL DESCRIPTION: see attached

LEGAL DESCRIPTION

PARCEL NO: 0520274017

PARCEL A REVISED PER BLA 200204105001. FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST
QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE
WILLAMETTE MERIDIAN; THENCE NORTH 89°50'45" WEST ALONG THE
SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 20.00 FEET TO THE
WEST RIGHT-OF-WAY LINE FOR 214TH AVENUE EAST; THENCE NORTH
01°01'51" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF
642.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING
NORTH 01°01'51" EAST A DISTANCE OF 356.98 FEET TO AN ANGLE
POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 89°45'02" WEST
ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET; THENCE
NORTH 01°01'51" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE
OF 325.03 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF
THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH
89°45'02" WEST ALONG SAID NORTH LINE A DISTANCE OF 926.01
FEET; THENCE SOUTH 21°10'26" EAST A DISTANCE OF 563.58 FEET;
THENCE SOUTH 63°50'49" EAST A DISTANCE OF 20956 FEET; THENCE
SOUTH 26°23'48" EAST A DISTANCE OF 74.06 FEET; THENCE SOUTH
89°48'04" EAST A DISTANCE OF 499.12 FEET TO THE POINT OF
BEGINNING.
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF
RECORD.

PARCEL NO: 0520274018

PARCEL B REVISED PER BLA 200204105001. FURTHER DESCRIBED AS FOLLOWS:
COMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST
QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE
WILLAMETTE MERIDIAN; THENCE NORTH 89°50'45" WEST ALONG THE
SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 20.00 FEET TO THE
TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°50'45"
WEST A DISTANCE OF 307.80 FEET; THENCE NORTH 00°09'03" EAST A
DISTANCE OF 279.30 FEET; THENCE NORTH 26°23'48" WEST A
DISTANCE OF 406.00 FEET; THENCE SOUTH 89°48'04" EAST A
DISTANCE OF 499.12 FEET TO THE WEST RIGHT-OF-WAY LINE FOR
214TH AVENUE EAST; THENCE SOUTH 01°01'51" WEST ALONG SAID
RIGHT-OF-WAY LINE A DISTANCE OF 642.17 FEET TO THE POINT OF
BEGINNING.
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF
RECORD.

PARCEL NO: 7001502010

TRACT G OF SPRINGHAVEN, AS RECORDED UNDER AUDITOR'S FEE
NUMBER 200204255008, COUNTY OF PIERCE, STATE OF WASHINGTON.

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: AB16-64
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2528	Councilmember Sponsor: Donn Lewis

Agenda Subject: Authorizing a Developer Extension Agreement with Oakridge Homes.

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

Administrative Recommendation:

Background Summary: The Developer of Stone Creek Long Plat has requested the City provide water and sewer services for Stone Creek Long Plat located along 214th Avenue E, north of Springhaven Plat.

Attachments: Resolution 2528, Developer Extension Agreement, Location Map

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

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 3 May 2016	Chair/Councilmember	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	<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)