



## Community Development Committee

April 19, 2016 Scheduled Meeting

Agenda

City of Bonney Lake Justice and Municipal Center, 3<sup>rd</sup> Floor Conference Room.

**The meeting will be called to order at 4:00 P.M. and adjourned at P.M.**

### **Roll Call:**

Chairperson Donn Lewis  
Councilmember James Rackley  
Councilmember Dan Swatman

### **Attendees:**

Public Works Director, Dan Grigsby  
Community Development Director, John Vodopich  
Development Review Engineer, Cole Elliott

### **I. Discussion/Presentation:**

### **II. New Business/Action Items:**

- Pg. 2 1. Approval of April 5, 2016 CDC Meeting Notes.
- Pg. 12 2. AB16-54, Resolution 2522, Authorizing a Developer Extension Agreement with Lakeland Commons II, LLC.
- Pg. 23 3. AB16-58, Resolution 2524, Authorize Myers Road South Overlay Puget Sound Regional Council Grant.

### **III. Actions Under Development by Staff:**

- 1. Ordinance – Residential and Commercial Frontage Maintenance – City and Private Property Owner Responsibilities in the City Right of Way.
- 2. Establish City White River Basin Water Rights Using Cascade Water Alliance water rights.
- 3. Public Works Center project update provided quarterly. (Last updated on 1 March 2016 )

### **Additional Attachments:**



## Community Development Committee

April 05, 2016 Scheduled Meeting

Meeting Notes

City of Bonney Lake Justice and Municipal Center, 3<sup>rd</sup> Floor Conference Room.

**The meeting was called to order at 4:00 P.M. and adjourned at 5:23 P.M.**

### Roll Call:

Chairperson Donn Lewis  
Councilmember James Rackley  
Councilmember Dan Swatman

### Attendees:

Public Works Director, Dan Grigsby  
Community Development Director, John Vodopich  
Senior Planner, Jason Sullivan  
Public Works Utility Supervisor, Dave Cihak

### I. Discussion/Presentation:

1. **Water & Sewer Comprehensive Plans - 2016 Update – Policy Creation & Clarification.**  
Director Grigsby presented two water system and three sewer system polices to be addressed in the Comprehensive Plan update. Discussion centered on various options to these policies. Guidance was provided by CDC and will be incorporated into the draft updates to the Comprehensive Plan prior to being presented to the Planning Commission. Attached are the two documents with one showing the various policy options and the second incorporating the CDC guidance.
2. **Annual Consumer Confidence Report.** Councilmember Rackley asked that the total detected contaminant levels be shown for other water purveyors in order to compare them against the City of Bonney Lake water quality. Director Grigsby said he has this information from Tacoma Public Utility since we use their water and will forward that information to CDC members. Dave Cihak will prepare a table for CDC comparing Bonney Lake water quality to several other cities. Links to the 2015 Consumer Confidence Report and this table will be placed in the monthly utility bill.

### II. New Business/Action Items:

1. Approval of March 15, 2016 CDC Meeting Notes. Approved as written.
2. AB16-07, Ordinance D16-07, Extension of City Franchise Agreement with PSE-Washington Natural Gas Company. Since the City does not tax the PSE power and natural gas companies, Councilmember Rackley asked if there was another way to increase revenue to the City, such as the Right of Way (ROW) fee paid when utilities did work inside the ROW. Director Vodopich indicated he would provide CDC with information on the current ROW fee and when it was last increased. CDC forwarded this action to the 19 April City Council for discussion with action proposed on this agenda bill planned during the 26 April City Council meeting.

**III. Actions Under Development by Staff:**

1. Ordinance – Residential and Commercial Frontage Maintenance – City and Private Property Owner Responsibilities in the City Right of Way.
2. Establish City White River Basin Water Rights Using Cascade Water Alliance water rights.
3. Public Works Center project update provided quarterly. (Last updated on 1 March 2016 )

**Additional Attachments:**

- A. Water and Sewer Comprehensive Plan 2016 Update – DRAFT policy statements with all options shown.
- B. Water and Sewer Comprehensive Plan 2016 Update – PRELIMINARY policy statements with selected options included following staff discussions with CDC council members.

# Water and Sewer Comprehensive Plans - 2016 Update – Policies

(5 April 2016)

The Water and Sewer Comprehensive Plans will be updated and forwarded to the Planning Commission and City Council for review and adoption in 2016. Within these plans various policy statements are made on how staff will administer these utilities. These policies need to be consistent and fair for all customers. Policies adopted within a comprehensive plan have the same weight and authority outside the City limits as municipal codes do within the City.

Water and Sewer Enterprise Fund utilities are essentially run the same as a business. Businesses want as many customers as possible for a variety of reasons. At the same time, these utilities may grant exceptions that allow living units to not be required to connect to the water or sewer systems when exceptional circumstances exist.

For the 2016 updates, the following policies are submitted to the CDC committee for your feedback:

## WATER SYSTEM Policies:

1. Connection required to City's water system for properties located outside of city limits and PAAs. The drilling of private wells is prohibited inside the City's Water Service Area (WSA). Exceptions are made for specific properties outside the city limits and PAAs, if the existing water system is a certain distance away. Exceptions proposed for discussion are:
  - a. Wells serving a single-family home.
    - i. If the parcel line closest to the existing City water system is more than 250 feet, then an interim private well may be allowed.
    - ii. However, when the City's existing water system is extended to within 250 feet of the closest parcel line, the property owner must disconnect from the well and connect to the City's water system. An Agreement to Connect must be signed and recorded at the time the City authorizes a well to be drilled within its WSA.
  - b. Wells serving more than one single-family home.
    - i. Developments with more than one living unit may drill a DOH approved private well and establish a private water system if the closest parcel line in the development is further away from the City's existing water system than 250 feet times the number of living units being served by the private water system. Example: A three lot short plat would need to be greater than 750 feet away from the City's closest water line in order to be granted a release from connecting to the City's water system.
    - ii. However, when the City's water system is extended to within 250 feet (times the number of living units) of the closest parcel line, the resident must disconnect from the well and connect to the City Water System within 6 months of being notified by the City of this water line

availability. An Agreement to Connect must be signed and recorded at the time the City authorizes a well to be drilled with in its WSA.

- iii. HOAs with a private water system will manage these water systems independently from the City and the City will not be responsible or liable for these small water systems.
  
- c. Unlike water line extensions within the City, the property owner does not need to extend the water line across the parcel. The owner/builder may extend the water line further than the parcel line, if desired, before the water meter and service line are connected.
  
- d. Irrigation Wells.
  - i. Wells used for irrigation only are allowed to be used by public agencies within the City's WSA including wells serving the City, School Districts, and County or State facilities.
  - ii. Wells or their distribution system will not be connected to the City water system.
  - iii. Appropriate cross-connection devices will be required on the existing domestic water service from the City's system before an irrigation well is drilled on the property. A premise isolation valve will be installed next to the water meter.

**Note:**

**From:** McMeen, Chris – TPU Deputy Superintendent  
**Sent:** Friday, April 01, 2016 3:22 PM  
**To:** Dan Grigsby <[grigsbyd@ci.bonney-lake.wa.us](mailto:grigsbyd@ci.bonney-lake.wa.us)>

In general our policy is the same as yours: in the city we do not allow individual wells. Outside the city we have allowed releases in areas where a single home is developed on a large lot, and we are quite distant with infrastructure. That does open the slippery slope of "how close is close enough?" It isn't a frequent occurrence, and I am doing some additional checking on our side to see if we have any more quantitative methodology guiding the decisions. Where we do allow it, we have a proviso that if/when infrastructure is available to connect, they must connect. I believe (but will verify) that gets recorded.

- 2. Utility Latecomer Agreements (ULAs) Outside the City Limit.
  - a. The City may be willing to participate in a ULA following the guidelines contained in Bonney Lake Municipal Code (BLMC 13.16). This will only pertain to parcels located within the Water Service Area boundaries of the Bonney Lake water system.
  - b. In any case where a latecomer agreement is contemplated in connection with a developer extension, the latecomer agreement shall be finalized, approved by the council, and executed prior to or simultaneous with the city's acceptance of ownership of the developer extension.

**SEWER SYSTEM Policies:**

1. Home owners are responsible for maintenance and repair of the side sewer that provides sewer service for their living unit.
  - a. A side sewer begins at the house and ends at the point of connection to the City Sewer line; OR,  
**Comment:** This is the way staff has applied the side sewer definition in the past; OR,
  - b. A side sewer begins at the house and ends at the City Right of Way Line.  
**Comment:** Once the side sewer enters the ROW it becomes much more expensive to repair due the depth of the sewer and cutting/restoring sidewalks/pavement surfaces. A City crew could mobilize immediately to make the repair; whereas, if the homeowner needs to obtain a loan or hire a company, this may take several days or weeks and be very costly.
  - c. Either way, the City's design standards for pavement cutting and patching would apply.
2. Multi-Family Use of Sewer Lines by Single Family Homes:
  - a. City Sewer Line. The City sewer line begins at the point where more than one family uses the sewer line. An exception to this policy is where multiple homes use a joint force main from one grinder pump; then, where the force main connects to the City's sewer system is the start of the City sewer system.
  - b. Gravity Lines. Each home will have its own sewer line to the point of connection to the City gravity sewer line; or, if allowed, to a City or private grinder pump.  
**Comment:** This avoids problems with determining who is responsible for repair/cleaning of a sewer line when blockages or damage occurs from tree roots, excavations, etc.
  - c. Force Mains. All new grinder pumps and their force mains are privately owned. The cost to purchase, maintain and operate a grinder pump is much higher than a gravity system. The force mains can and often do need to travel much further to reach the City sewer line resulting in a higher cost to install.

**Policy Options:**

- i. Require only one house per private grinder pump and force main. This is the current and past City practice.
- ii. Allow more than one house to use the same grinder pump and force main.

**PROs:**

- a) Homes will be more affordable to build and maintain.
- b) Extending multiple force mains under one street increases the risk of damage to them or damage to streets if these force mains are punctured or leak.
- c) Only one power meter is required.
- d) Technically, there is no reason why 2-3 homes couldn't share the same grinder pump as long as the cost sharing for maintenance, operation.

and repair are clearly spelled out in the deed of each parcel. City staff would need to ensure that this occurs before issuing the certificate of occupancy.

**CONs:**

- a) When multiple homes own and operate the same grinder pump/force main, disputes may arise over who is responsible for the repairs.
  - b) When a repair or replacement is needed, one family may not be able to afford to contribute to these unexpected repair costs.
  - c) With one power meter, the home owners would need to each make a contribution to the bill each month, which could create problems. Possibly, the power company could split the costs and send separate bills.
  - d) If one large home and one small home share the same grinder pump, there may be disagreement on the cost sharing percentages per home. Also, if a home adds on living space, how would the cost sharing agreement be modified? (50/50, 60/40, etc.)
  - e) The comment is made that the City has owned and maintained grinder pumps with three or four homes using one pump without any problems. However, the lack of problems is because the City does own the grinder pumps and the City is billed for the power to operate the pump.
- iii. Limit the number of homes on a private grinder pump to no more than two living units. This will limit the amount of disagreements that may arise while still sharing the cost of the grinder pump force main across two homes.
3. City-Owned Grinder Pumps.
- a. Once a home is disconnected from a City grinder pump, that same house or a replacement house cannot reconnect to the City grinder pump. Ultimately, this will allow the City Council policy to reduce the number of City owned grinder pumps to become reality.
  - b. Residents can buy these grinder pumps for \$1 from the City and convert them to private pumps in order to avoid the higher operation and maintenance costs charged by the City. The long term risks assumed by the homeowner is that when power outages occur, the City will not provide portable generators to operate the pump. Also, the resident may not provide inspection and maintenance of the grinder pump and sump on a regular basis as City crews do; thus, increasing the risk of pump breakdown or replacement.
  - c. When a disconnection occurs, the city grinder pump/electrical system need to remain accessible for operation and maintenance. An easement would will need to be provided as needed for City staff to access these facilities.

## Water and Sewer Comprehensive Plans - 2016 Update – Policies

(8 April 2016)

Water and Sewer Comprehensive Plans are periodically updated and forwarded to the Planning Commission and City Council for review and adoption. Within these plans are various policy statements regarding connection and system administration. Policies adopted within a comprehensive plan have the same weight and authority outside the City limits as municipal codes do within the City.

### WATER SYSTEM Policies:

1. Connection required to City's water system for properties located outside of city limits and Planned Annexation Areas (PAAs). The drilling of private wells is prohibited inside the City's Water Service Area (WSA). Exceptions may be made for specific properties outside the city limits and PAAs when circumstances warrant. The Public Services Director may grant an exception under the following circumstances:
  - a. Wells serving a single-family home.
    - i. If the parcel line closest to the existing City water system is more than 250 feet, then an interim private well may be allowed.
    - ii. However, when the City's existing water system is extended to within 250 feet of the closest parcel line, the property owner must disconnect from the well and connect to the City's water system. An Agreement to Connect must be signed and recorded at the time the City authorizes an interim well to be drilled within its WSA.
  - b. Wells serving more than one single-family home.
    - i. Developments with more than one home may drill a DOH approved private well and establish a private water system if the closest parcel line in the development is further away from the City's existing water system than 250 feet times the number of homes being served by the private water system. Example: A three lot short plat would need to be greater than 750 feet away from the City's closest water line in order to be granted a release from connecting to the City's water system.
    - ii. However, when the City's water system is extended to within 250 feet (times the number of homes) of the closest parcel line, these homes must be disconnected from the private well, extend the City water line to this property, and connect to the City Water System within 6 months of being notified by the City of this water line availability. An Agreement to Connect must be signed and recorded at the time the City authorizes a well to be drilled within its WSA.
    - iii. HOAs or similar organizations with a private water system will manage these water systems independently from the City and the City will not be responsible or liable for these small water systems.
  - c. Unlike water line extensions within the City, the property owners outside the City Limits and PAA are not required to extend the water line across the parcel. The

owner/builder may extend the water line further than the parcel line, if desired, before the water meter and service line are connected.

- d. Irrigation Wells. New irrigation wells will be allowed following the same criteria as provided above.
  - i. Wells or their distribution system will not be connected to the City water system.
  - ii. Appropriate cross-connection devices will be required on the existing domestic water service from the City's system before an irrigation well is drilled on the property. A premise isolation valve will be installed next to the City water meter.

2. Utility Latecomer Agreements (ULAs) Outside the City Limits.

- a. At the property owners or developer's request, the City will participate in a ULA following the guidelines contained in RCW 35.91 and Chapter 13.16 of the Bonney Lake Municipal Code. This pertains only to parcels located within the Water Service Area boundaries of the Bonney Lake water system.
- b. In any case where a latecomer agreement is contemplated in connection with a developer extension, the latecomer agreement shall be finalized, approved by the council, and executed prior to or simultaneous with the city's acceptance of ownership of the developer extension.

## **SEWER SYSTEM Policies:**

1. Homeowners are responsible for maintenance and repair of the side sewer that provides sewer service for their home.
  - a. A private side sewer begins at the home and ends at the street Right-of-Way (ROW) line.
  - b. City responsibility for repair of the side sewers starts at the ROW line; however, if damage occurs to this side sewer as a result of action by the homeowner/resident, then responsibility for repairs of the side sewer will belong to the homeowner of that property.
  - c. Either way, the City's design standards for pavement cutting and patching will apply.
2. Multi-Family Use of Sewer Lines by Single Family Homes:
  - a. City Sewer Line. The City sewer line begins at the point where more than one home uses the sewer line. An exception to this policy is where multiple homes use a joint force main from one grinder pump; then, the homeowners are responsible for maintenance and repair of the system at the point where the force main connects to the City sewer line.
  - b. Gravity Lines. Each home will have its own sewer line to the point of connection to the City gravity sewer line; or, if allowed, to a City or privately owned grinder pump.
  - c. Force Mains. All new grinder pumps and their force mains shall be privately owned and maintained.
  - d. Grinder Pumps. When grinder pumps are necessary, both new and rebuilt single family homes must own and operate their own private grinder pump and force main. Where there are multiple single family home connections to one privately owned grinder pump, each home must have their own separate gravity sewer line to the grinder pump.
3. City-Owned Grinder Pumps.
  - a. Once a home is disconnected from a City grinder pump, that home or a replacement home may not reconnect to the City grinder pump.
  - b. When a home is disconnected from a City owned grinder pump, the city grinder pump/electrical system shall remain accessible to City staff to operate and maintain the equipment as needed. Any easements necessary to maintain the City owned grinder pumps shall be provided to the City prior to disconnection.
  - c. Homes with city-owned grinder pumps are charged a sewer surcharge for the additional costs of maintaining and operating a grinder pump on behalf of the homeowner. It is the policy of the City to reduce the existing number of City owned grinder pumps, and to encourage home owners to take them over. Home owners can buy existing City owned grinder pumps at the cost established by the City Council by

ordinance or resolution and convert them to privately owned pumps. In such cases the grinder pump surcharge is eliminated. Once a grinder pump is converted to private ownership, the home owner becomes responsible for all maintenance, operation, and repair costs of the grinder pump and associated sewer system from the house up to the point of connection of the force main to the City sewer system. Also, the City will no longer provide a portable generator to operate the grinder pump in case of a power failure.

PRELIMINARY

# Action Item 2

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

<b>Department/Staff Contact:</b> CD / Cole Elliott	<b>Meeting/Workshop Date:</b> 26 April 2016	<b>Agenda Bill Number:</b> AB16-54
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2522	<b>Councilmember Sponsor:</b> Donn Lewis

**Agenda Subject:** Authorizing a Developer Extension Agreement with Lakeland Commons II, LLC.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water Developers Extension Agreement Between Lakland Commons Ii, Llc And The City Of Bonney Lake.

**Administrative Recommendation:**

**Background Summary:** The Developer of Lakeland Commons II has requested the City provide water and fire protection services for Lakeland Commons II located along Lakeland Hills Way south of Lake Tapps Parkway.

**Attachments:** Location Map

### BUDGET INFORMATION

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

**Budget Explanation:**

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Community Development *Approvals:* Yes No  
 Date: 19 April 2016

Chair/Councilmember	Donn Lewis	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember	James Rackley	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember	Dan Swatman	<input type="checkbox"/>	<input type="checkbox"/>

Forward to: **Consent Agenda:**  Yes  No

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

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

### APPROVALS

<b>Director:</b> <i>John Vodopich</i>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b> (if applicable)
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**RESOLUTION NO. 2522**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH LAKELAND COMMONS II LLC FOR LAKELAND COMMONS II COMMERCIAL DEVELOPMENT.**

**WHEREAS**, Lakeland Commons II is a commercial development located outside of the City limits along Lakeland Hills Way; and

**WHEREAS**, Lakeland Commons II is located within the water 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 water 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 Developer Extension Agreement with Lakeland Commons II LLC for the Lakeland Commons II Commercial Development.

**PASSED** by the City Council this \_\_\_ day of April, 2016.

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

AUTHENTICATED:

\_\_\_\_\_  
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathleen Haggard, 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 Lakeland Commons II, LLC, 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 Lakeland Commons II, which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".
- II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER plan, which agreement shall include oversizing of WATER mains as may be identified in the City's adopted WATER comprehensive plan.
  - A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.
  - B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.
- III. The developer agrees that the construction of the WATER system, or additions thereto, shall not commence until the following conditions have been fulfilled:
  - A. The developer shall furnish the City with six (6) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.
  - B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.

C. Minimum requirements for all plans for WATER system, or additions thereto, submitted to the City for review are:

1. Six (6) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant.
2. A preliminary plat of the area in which said WATER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.
3. A map showing the location of the plat in relation to the surrounding area.
4. A contour map of the plat with contour intervals of two feet or less.
5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.
6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.
8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.
9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".
10. Approvals from all regulatory agencies.

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

1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER improvements.
2. All lots shall be fully staked to assist all parties involved in the proper location of the WATER system including services.

3. All hydrants and valves shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to "approval construction drawings" may be warranted and required by the City, based on actual local field conditions.
  4. All contractors and subcontractors shall have a current Washington State Contractors License.
  5. The Developer's WATER system, or additions thereto, on Premises shall not be connected to the City WATER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.
- E. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

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

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

The Developer shall ensure that all construction contracts entered into for the WATER SYSTEM name the City of Bonney Lake as an additional insured.

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

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

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

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

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

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

- IV. The construction, of the Developer's WATER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will

conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on his construction schedule during, the various construction phases as requested by the City.

- V. The Developer further agrees to pay an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred.
- VI. The Developer's WATER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:
  - A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a compact disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
  - B. Payment of all permit fees and equivalent assessment 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 two year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the WATER system will be free of defects in labor and materials. Form to be prescribed by the City.
- VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.
- VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above, the City shall accept the WATER system, and agree therewith to operate and maintain said system.
- IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to

the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this 31<sup>st</sup> day of March 2016

DEVELOPER:  Date 3/31/2016

Dennis Rattle, President  
Signature  
Printed Name

Tarragon L.L.C. Authorized Representative  
Company Title (as applicable)

601 Union St #3500  
Address

SEATTLE WA 98104  
City State Zip

Phone No. 206-233-9600 FAX No. 206-233-0240

CITY OF BONNEY LAKE  
DEVELOPER AGREEMENT

ACCEPTED this \_\_\_ day of \_\_\_\_\_ 20\_\_

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

CITY OF BONNEY LAKE  
DEVELOPER AGREEMENT  
EXHIBIT 'A'

PLAT NAME Lakeland Commons II

DEVELOPER: Lakeland Commons II, LLC

LEGAL DESCRIPTION: See attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# ORIGINAL LEGAL DESCRIPTIONS

(ORIGINAL LEGAL DESCRIPTIONS PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER 0058610-TC, DATED JANUARY 19, 2016.)

## PARCEL A – TPN 0520053023

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST W.M., IN PIERCE COUNTY, WASHINGTON, 570.85 FEET NORTH OF THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00°05' EAST ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;  
THENCE EAST ALONG THE NORTH LINE OF SAID SUBDIVISION, 300 FEET;  
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION TO A POINT BEARING NORTH 85°50' EAST FROM THE POINT OF BEGINNING;  
THENCE SOUTH 85°50' WEST, 300 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

## PARCEL B – TPN 0520053022

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;

THENCE NORTH 00°05' EAST ALONG THE WEST LINE OF SAID SECTION 392.51 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 00°05' EAST 178.34 FEET;  
THENCE NORTH 85°50' EAST 300 FEET;  
THENCE SOUTH 00°05' WEST 89.17 FEET;  
THENCE SOUTH 85°50' WEST 165 FEET;  
THENCE SOUTH 00°05' WEST 89.17 FEET;  
THENCE SOUTH 85°50' WEST 135 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

## PARCEL C – TPN 0520053024

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;

THENCE NORTH 00°05' EAST ALONG THE WEST LINE OF SAID SECTION 392.51 FEET;  
THENCE NORTH 85°50' EAST 135 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 00°05' EAST 89.17 FEET;  
THENCE NORTH 85°50' EAST 165 FEET;  
THENCE SOUTH 00°05' EAST 89.17 FEET;  
THENCE SOUTH 85°50' WEST 135 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

## PARCEL D – TPN 0520053018

THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING 125 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;  
THENCE NORTH 535 FEET;  
THENCE EAST 300 FEET;  
THENCE SOUTH 535 FEET;  
THENCE WEST 300 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

## PARCEL E – TPN 9004490030

UNIT 3, LAKELAND HILLS SOUTHEAST COMMERCIAL, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER RECORDING NUMBER 200309111513, AND ANY AMENDMENTS THERETO, AND SURVEY MAP AND PLANS RECORDED UNDER RECORDING NUMBER 2003091115007, AND ANY AMENDMENTS THERETO, RECORDS OF PIERCE COUNTY, WASHINGTON.

DATE	DESCRIPTION



**TITLE**  
 LAKELAND COMMONS II  
 SITE PLAN

**CLIENT**  
 TARRAGON  
 601 LINDEN ST., SUITE 2000  
 SEATTLE, WA 98108



**PROJECT MANAGER**  
 CRYSTAL BERRY/PE

**OWNER**  
 TARRAGON

**DESIGNED BY**  
 APEX ENGINEERING

**DATE**  
 08/14/2008

**SCALE**  
 1/8" = 1'-0"

**SHEET 1 OF 1**  
 FILE NO. 080548  
 SHEET 01/01/08



**APPLICANT INFORMATION:**

NAME: TARRAGON  
 ADDRESS: 601 LINDEN ST., SUITE 2000  
 SEATTLE, WA 98108

**ENGINEER/SURVEYOR:**  
 NAME: JAMES W. BERRY  
 ADDRESS: 1000 NORTH 10TH STREET, SUITE 200  
 EVERETT, WASHINGTON 98201  
 PHONE: (425) 473-4444

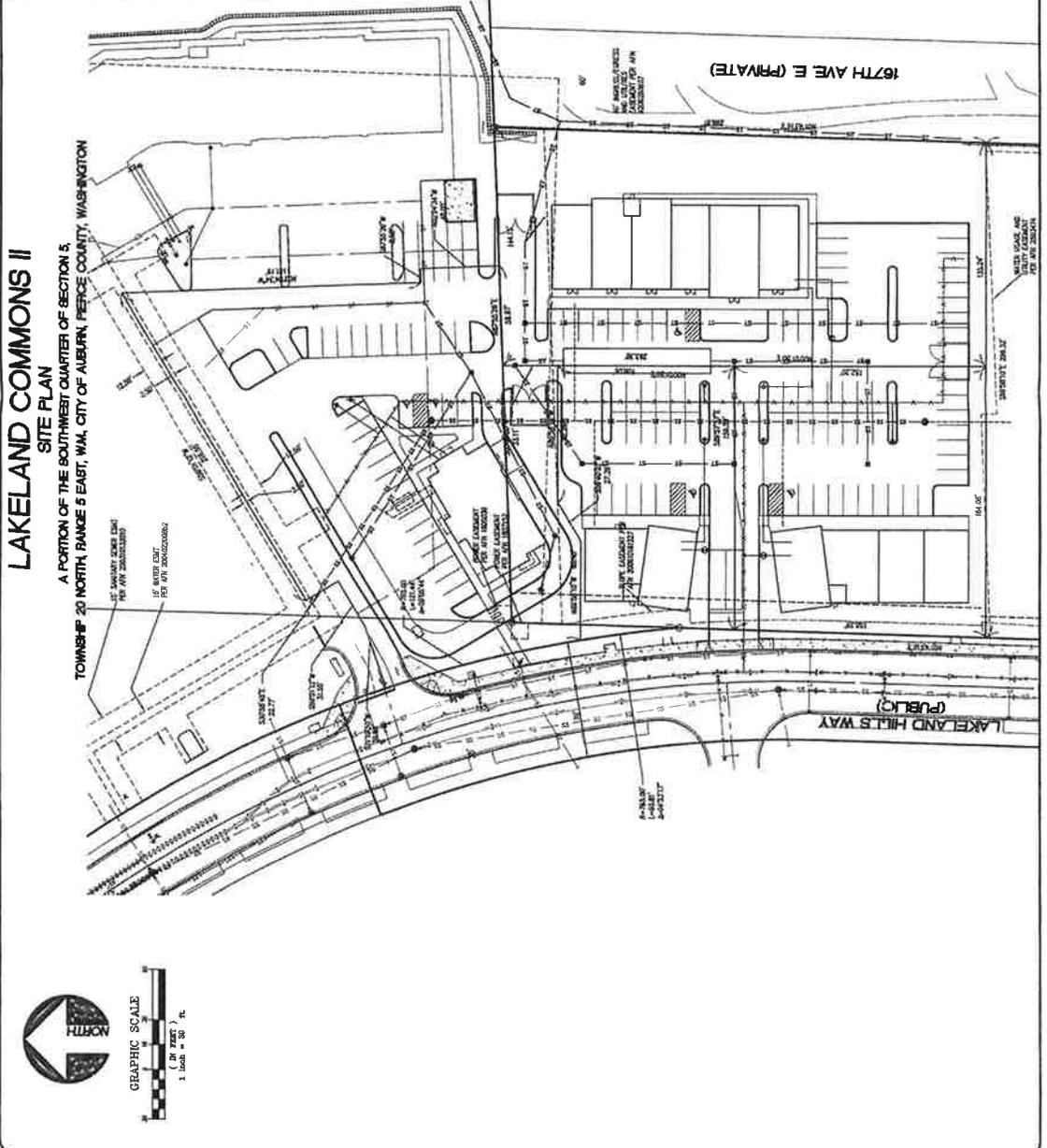
**UTILITIES:**  
 WATER: CITY OF AUBURN  
 SEWER: CITY OF AUBURN  
 GAS: PACIFIC NORTHWEST ENERGY SERVICES  
 CABLE: COMCAST  
 SLOPE: 0.00% (FLAT)

**SITE AREA:**  
 18,114 SQ. FT. 3.79 ACRES

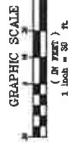
**ZONING:**  
 LAKELAND HILLS SOUTH PALM

**LEGEND**

- 1. EXISTING CONC. DRIVEWAY
- 2. EXISTING ASPHALT DRIVEWAY
- 3. EXISTING SIDEWALK
- 4. EXISTING UTILITY
- 5. PROPOSED UTILITY
- 6. PROPOSED SIDEWALK
- 7. PROPOSED ASPHALT DRIVEWAY
- 8. PROPOSED CONC. DRIVEWAY
- 9. PROPOSED SIDEWALK
- 10. PROPOSED UTILITY
- 11. PROPOSED DRIVEWAY
- 12. PROPOSED DRIVEWAY



**LAKELAND COMMONS II**  
 SITE PLAN  
 A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5,  
 TOWNSHIP 20 NORTH, RANGE 5 EAST, WA, CITY OF AUBURN, PERCE COUNTY, WASHINGTON



# Action Item 3

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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 26 April 2016	<b>Agenda Bill Number:</b> AB16-58
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2524	<b>Councilmember Sponsor:</b> Dan Swatman

**Agenda Subject:** Authorize Myers Road South Overlay Local Agency Agreement with WSDOT for the PSRC Grant

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorize Myers Road South Overlay Local Agency Agreement With WSDOT For The PSRC Grant.

**Administrative Recommendation:**

**Background Summary:** The City was awarded PSRC grant monies from the Surface Transportation Program (STP) contingency funds in March of 2016 totally up to \$441,150 for the overlay of Myers Road from SR 410 to 81<sup>st</sup> Street E. The design (PE) portion of the effort is estimated at \$61,000 of the total grant amount. The City's contribution will be 13.5% of the amount expended.

**Attachments:** Resolution, Local Agency Agreement, PSRC Contingency Spreadsheet, Map

### BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$0	\$0	\$-59,555		<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other

**Budget Explanation:** Will need budget adjustment later in 2016

### COMMITTEE, BOARD & COMMISSION REVIEW

<b>Council Committee Review:</b>	Community Development	<i>Approvals:</i>	<b>Yes</b>	<b>No</b>
	Date: 19 April 2016	Chair/Councilmember	Donn Lewis	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Dan Swatman	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Jim Rackley	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b> <input 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:**  
*Dan Grigsby, P.E.*

**Mayor:**  
*Neil Johnson Jr.*

**Date Reviewed**  
**by City Attorney:**  
(if applicable)

**RESOLUTION NO. 2425**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING MYERS ROAD SOUTH OVERLAY LOCAL AGENCY AGREEMENT WITH WSDOT FOR THE PSRC GRANT.**

**WHEREAS**, the Public Works Department submitted the Myers Road South Overlay project to the Puget Sound Regional Council (PSRC) Surface Treatment Program (STP) in the summer of 2015 for potential grant funding; and

**WHEREAS**, the Public Works Department received PSRC STP contingency funding for the overlay pavement of Myers Road from SR 410 to 81<sup>st</sup> Street E in March of 2016; and

**WHEREAS**, Public Works staff has completed and submitted the State Transportation Improvement Program (STIP) forms to Pierce County for the inclusion of the Myers Road South Overlay Project to the STIP and is awaiting imminent approval; and

**WHEREAS**, Public Works staff has completed the forms for the WSDOT Funding Package to receive the PSRC STP grant funds after STIP approval occurs

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:**

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached Local Agency Agreement with WSDOT to complete the Funding Package for the processing of the PSRC STP grant dollars.

**PASSED BY THE CITY COUNCIL this 26<sup>th</sup> day of April, 2016.**

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

ATTEST:

\_\_\_\_\_  
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathleen Haggard, City Attorney

# Local Agency Agreement

**Agency** City of Bonney Lake  
**Address** 9002 Main Street E  
Bonney Lake, WA 98391

**CFDA No. 20.205**  
 (Catalog of Federal Domestic Assistance)  
**Project No.** \_\_\_\_\_  
**Agreement No.** \_\_\_\_\_  
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

**Project Description**

Name Myers Road South Overlay Length 0.31 mi  
 Termini SR 410 MP 13.11 to 81st Street E vic.

**Description of Work**

The project will repair portions of the roadway that have failed and then resurface the existing pavement from SR 410 to 81st Street vicinity with an asphalt pavement overlay and construct a debris catchment wall approximately 18 inches high for approximately 200 feet along the toe of the cut slope for roadway preservation.

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 86.5 %  Federal Aid Participation Ratio for PE	a. Agency			
	b. Other Consultant	60,000.00	8,100.00	51,900.00
	c. Other			
	d. State	1,000.00	1,000.00	
	e. Total PE Cost Estimate (a+b+c+d)	61,000.00	9,100.00	51,900.00
Right of Way ____ %  Federal Aid Participation Ratio for RW	f. Agency			
	g. Other			
	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)			
Construction   86.5 % Federal Aid Participation Ratio for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other Non-eligible			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)		61,000.00	9,100.00	51,900.00

**Agency Official**  
 By \_\_\_\_\_  
 Title MAYOR

**Washington State Department of Transportation**  
 By \_\_\_\_\_  
 Director of Highways and Local Programs  
 Date Executed \_\_\_\_\_

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

### **1. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

## **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## **IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

## **X. Traffic Control, Signing, Marking, and Roadway Maintenance**

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

## **XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution,

## **XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

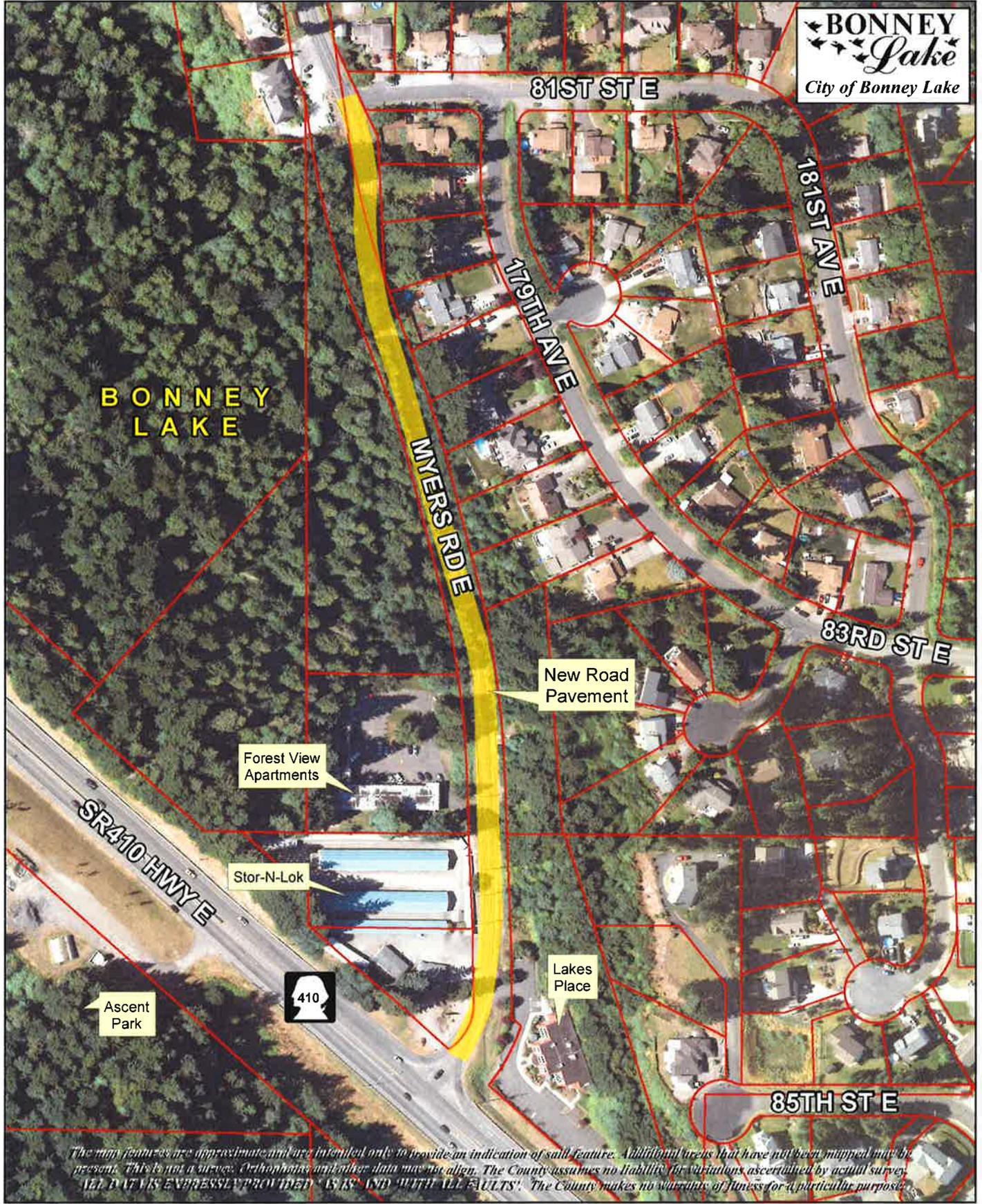
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **Additional Provisions**

**Pierce County Projects Recommended to Receive PSRC Contingency Funding - March 2016**

<b>Pierce County Countywide Competition</b>					
<b>Sponsor</b>	<b>Project Title</b>	<b>Source</b>	<b>Phase</b>	<b>Amount</b>	
University Place	67th Avenue Improvement Project	STP	Preliminary Engineering/Design	\$259,500	
Auburn	Lake Tapps Parkway ITS Expansion	STP	Preliminary Engineering/Design	\$82,950	
Bonney Lake	Myers Road South Overlay	STP	Preliminary Engineering/Design, Construction	\$441,150	
Sumner	# 9 Ditch Trail Bridge	STP	Construction	\$257,897	
Pierce Transit	Vanpool Vehicles Replacement	CMAQ	Other	\$44,959	
			<b>Total</b>	<b>\$1,086,456</b>	



*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. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey. (E.L.D. & S. EXPRESSLY PROVIDED) IS AS AND WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.*

## Myers Road Between SR410 and 81st Street

 Tax Parcel

