



Community Development Committee

May 03, 2016 Scheduled Meeting

Agenda

City of Bonney Lake Justice and Municipal Center, 3rd 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:

- Pg. 2 1. Fennel Creek Lift Station-Dan Grigsby

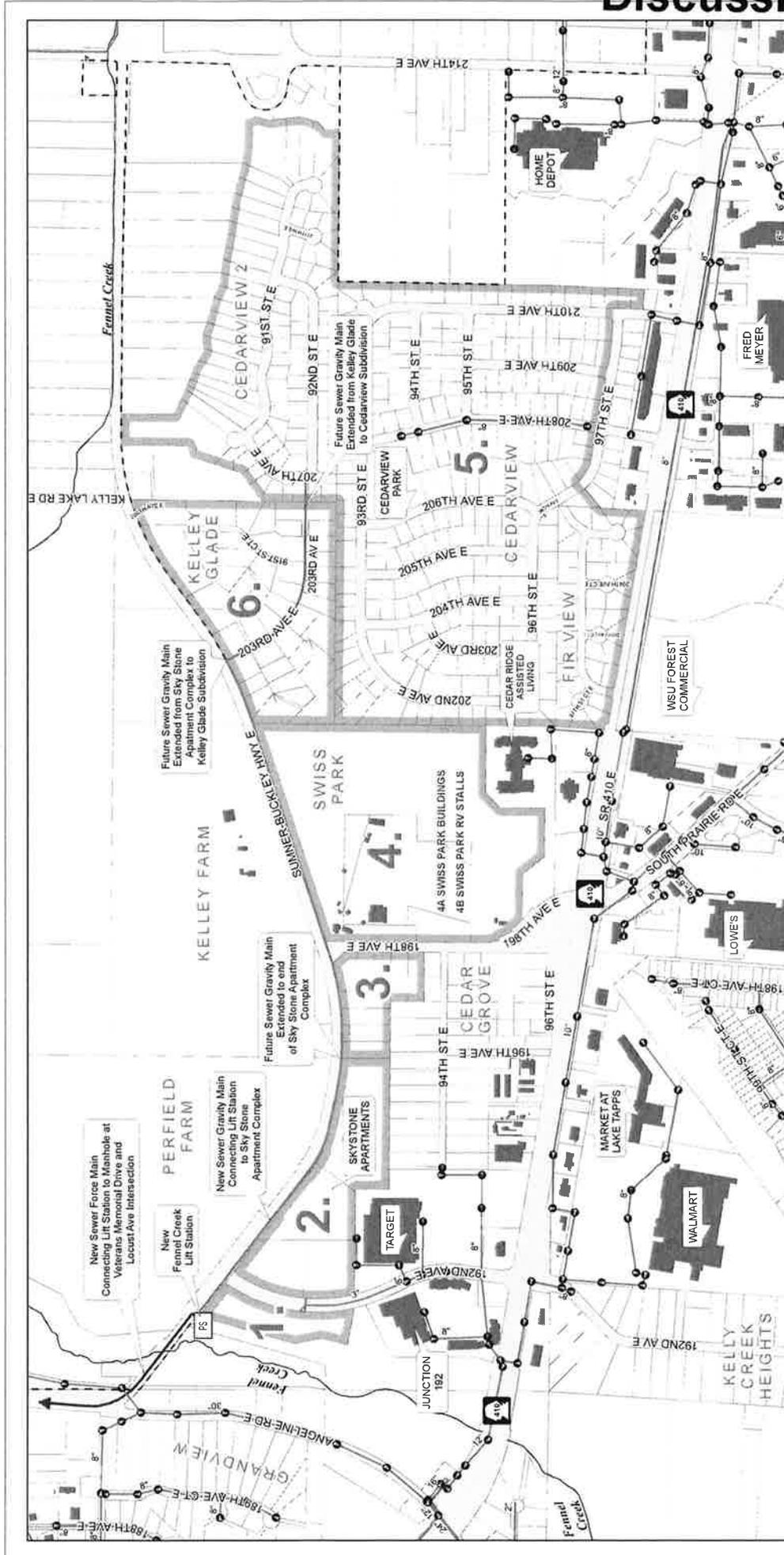
II. New Business/Action Items:

- Pg. 8 1. Approval of April 19, 2016 CDC Meeting Notes.
Pg. 10 2. AB16-63, Motion to Accept as Complete the Sewer Manhole Rehabilitation -2015 Project with NWCW, LLC.
Pg. 16 3. AB16-59, Resolution 2525, Authorizing a Developer Extension Agreement with Kelly Kahne.
Pg. 25 4. AB16-45 – Motion to Accept as Complete the SR410 Pedestrian Improvements Project with WHH Nisqually Federal Services, LLC
Pg. 37 5. AB16-64, Resolution 2528, Authorizing a Developer Extension Agreement with Oakridge Homes.

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:



Fennel Creek Lift Station Utility Latecomers Agreement (ULA) Assessment Reimbursement Area

Fennel Creek Sewer Lift Station ULA Assessment Reimbursement Area

- Sewer Manhole with Flow Direction
- Sewer Main
- - - Bonney Lake City Limits
- ▭ Tax Parcel
- ▬ Road



**FENNEL CREEK LIFT STATION - SEWER UTILITY LATECOMER AGREEMENT (ULA)
Latecomer Fee - DRAFT Preliminary Assessment**

Option 1 - Includes 192nd Ave, 198th Ave, Swiss Park, Kelly Glade, and Cedar View

Service Area Location (see map)	Parcel Area Description	Number of Parcels	Number of Living Units	CCF for Peak Demand Month	Equivalent Residential Units (ERUs)	Preliminary Latecomer Fee \$	Preliminary Latecomer Fee with City Admin Charge (+ 5%)
Benefitting Service Area							
1	192nd Ave Senior Homes:	1					
	40 two-bedroom units =				28.0	\$83,338	\$87,505
	40 one-bedroom units =				24.0	\$71,433	\$75,005
	20 memory care units =				10.0	\$29,764	\$31,252
2	Skystone Apartments (Based on number of bedrooms)	2	288		193.0	\$574,440	\$603,162
3	198th Ave & Summer-Buckley Hwy	9	9		9.0	\$26,787	\$28,127
4	Swiss Park - Buildings (JUL-AUG Peak CCF):	Several					
	City Water Meter #1 (20000234) - Hall & Manager's House =			25.0	3.1	\$9,301	\$9,766
	City Water Meter #2 (07109081) Grounds Keeper House =			23.0	2.9	\$8,557	\$8,985
	City Water Meter #3 (77958997) RV Parking Stalls and Restroom =			33.5	4.2	\$12,464	\$13,087
	Well (Irrigation/ Weighthatchers Building/Restroom) =				1.0	\$2,976	\$3,125
	Swiss Park - RV Parking Stalls (includes one dump station) =		88				
	Swiss Park - Dump Station Used by non-residents =						
	Swiss Park - Eleven Septic System Drain Fields =						
5	Kelley Glade Sub-division	45	39				
6	Cedar View Sub-division	356	356				
				Total =	670	\$1,994,728	\$2,094,464
				Note 11			
				Notes 4-6			
				Notes 1 and 2			
				Notes 7-10			
				Total ULA COST =		\$1,994,728	
				Preliminary Assessment Rate = \$/ERU		\$2,976.37	

Note: CCF = 100 Cubic Feet of Water; Based on consumption amount shown on water bill; 8 CCF = 1 ERU

Fennel Creek Sewer Lift Station - ULA & Latecomer Fee Cost Basis

April 19, 2016

	ULA Preliminary Cost Estimate	ULA Actual Cost
<u>Scope of Work:</u>		
Sewer Lift Station at intersection of 192nd Ave and Sumner-Buckley Highway		
Force Main from Lift Station up Sumner-Buckley Hwy to Locust Ave.		
Gravity sewer line under 192nd Ave to Skystone Development		
<u>Design in 2016:</u>		
	\$405,228	\$405,228
<u>Construction in 2016:</u>		
Pierce County ROW Permit(s)	\$1,589,500	TBD
Force Main (From lift station to Angeline Road)	\$415,800	
Sewer Lift Station	\$1,173,700	
Total ULA Project Cost	\$1,994,728	TBD

Fennel Creek Lift Station - Assessment Reimbursement Area Establishment Schedule

- **Preparation of Preliminary ARA documents: 22 April 2016**
 1. **ARA Map**
 2. **ARA Preliminary Cost Summary**
 3. **ARA Preliminary Latecomer Fee Assessment Summary**
 4. **DRAFT letter to ARA property owners**
 5. **Property Owner Rights and Options Summary**
 6. **Prepare mailing list and labels for all property owners in ARA**

- **CDC Meeting: Tuesday, 3 May**

- **Letter mailed to ARA property owners:**
 1. **Drafted 21 April**
 2. **Mailed on 4 May**

- **Notice of Public Hearing:**
 1. **Drafted NLT 3 May**
 2. **Submitted to Deputy City Clerk, 4 May**

- **Public Meeting: Thursday, 12 May, 7:00 p.m.**

- **Public Hearing - City Council Meeting: Tuesday, 24 May**

- **City Council Workshop: Tuesday, 7 June**

- **City Council Meeting - ARA Approval: Tuesday, 14 June**



May 4, 2016

To: Fennel Creek Sewer Lift Station Customers

Subject: Notification of Public Meeting and Public Hearing for Establishment of an Assessment Reimbursement Area

Dear Property Owner;

The City Council is considering whether or not to approve formation of an Assessment Reimbursement Area (ARA) that determines which parcels will be allowed or required to connect to a new sewer lift station and force main on 192nd Avenue. Using this ARA, a Latecomer Fee would be collected from each property owner at the time of connection to the sewer system. Revised Code of Washington § 35.91.060 and Bonney Lake Municipal Code § 13.16.060 govern this process.

A public meeting for this ARA will be held on Thursday, 12 May 2016, at 7:00 p.m. in the Justice and Municipal Center located at 9002 Main Street, Bonney Lake, WA. I will be making a presentation to provide information to you and to answer your questions about the ARA process.

A public hearing for this ARA creation will be held during the City Council meeting on Tuesday, 24 May, 2016 at 7:00 pm. If you would like to comment or just listen during either meeting on this ARA formation, you are encouraged to attend these meetings.

A Latecomer Fee is a one-time fee established for the City to be reimbursed from property owners benefitting from extension of the City sewer system. However, this fee is not paid until the time facilities on the property are connected to the City sewer system. Latecomer fees are collected for a period of twenty years, plus any extensions allowed by State law.

At the time final construction is completed and all actual costs are known to build the lift station and force main, the Preliminary Latecomer Fee shown in attached document will be updated and the Initial Latecomer Fee established. Notice of this Initial Latecomer Fee assessment will then be recorded with the Pierce County Auditor's office as an additional sanitary sewer connection charge.

If you are unable to attend one of these meetings, or have additional questions, please send me an E-mail. My phone number is 253-447-4347.

Respectfully,

DANIEL L. GRIGSBY, P.E.
Public Works Director

Public Works Center
19306 Bonney Lake Blvd.
P.O. Box 7380
Bonney Lake, WA 98391-8850

Phone: (253) 447-4347
FAX: (253) 826-1921
grigsbyd@ci.bonney-lake.wa.us
www.ci.bonney-lake.wa.us
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Assessment Reimbursement Area - Property Owners Rights and Options

BLMC 13.16.060 (I)

An assessment reimbursement area shall be formulated by the city based upon a determination by the city of which parcels adjacent to the utility extension would require similar utility improvements upon development. Properties benefitting from the utility extension will be identified at the time the latecomer agreement is established. The latecomer fee will be assessed to and remain with each parcel. The terms of this agreement shall run with the land and bind subsequent owners of the properties affected.

1. The public works director shall prepare and recommend to the city council the method of cost allocation to be used for each latecomer agreement. This allocation of pro rata share costs will normally be based on total square feet of each benefitting parcel utilizing the parcel square footage identified in the Pierce County assessor's records. Other equitable methods of pro rata cost allocation may be considered and approved by the city council.
2. The preliminary determination of benefitting area boundaries and assessments, along with a description of the property owners' rights and options, shall be forwarded by certified mail to the property owners of record within the proposed assessment area. If any property owner requests a hearing in writing within 20 days of the mailing of the preliminary determination, a hearing shall be held before the legislative body, notice of which shall be given to all affected property owners. Subsequent to all requested hearings and execution of the latecomer agreement, the city council's ruling is determinative and final.
3. The utility latecomer agreement, or in the case of a city-initiated assessment reimbursement area, the final determination of the assessment reimbursement area boundaries and assessments, must be recorded in the Pierce County auditor's office within 30 days of the final execution of the agreement or determination of the assessment area. If the utility latecomer agreement or final determination is so filed, it shall be binding on owners of record within the assessment area who are not party to the latecomer agreement contract.

Action Item #1



Community Development Committee

April 19, 2016 Scheduled Meeting

Meeting Notes

City of Bonney Lake Justice and Municipal Center, 3rd Floor Conference Room.

The meeting was called to order at 4:00 P.M. and adjourned at 4:36 P.M.

Roll Call:

Chairperson Donn Lewis
Councilmember James Rackley
Councilmember Dan Swatman

Attendees:

Public Works Director, Dan Grigsby
Development Review Engineer, Cole Elliott

I. Discussion/Presentation:

1. WSU Residential Sewer Service. Briefly discussed various methods of connecting this development to the City sewer system.
2. Skystone Subdivision. Director Vodopich replied to questions about the status of this project.
3. Fennel Creek Lift Station. Director Grigsby replied that this project was now advertised and construction work will probably start in early June. He also described the process for establishing a Utility Latecomer Agreement for this project.

II. New Business/Action Items:

1. Approval of April 5, 2016 CDC Meeting Notes. Approved as written.
2. AB16-54, Resolution 2522, Authorizing a Developer Extension Agreement with Lakeland Commons II, LLC. CDC forwarded this action to the 26 April 2016 City Council meeting, on the consent agenda.
3. AB16-58, Resolution 2524, Authorize Myers Road South Overlay Puget Sound Regional Council Grant. CDC forwarded this action to the 26 April 2016 City Council meeting, on the consent agenda.
4. AB16-50, Motion Ratifying Cancellation of the Financing Contract and Utility Latecomer Agreement (ULA) with KAHNE Properties LLC. Director Grigsby requested addition of this action to this agenda. CDC forwarded this action to the 26 April 2016 City Council meeting, on the consent agenda.

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: AB16-50 Agenda Bill and Addendum to Kahne ULA.

City of Bonney Lake
253.862.8602 ♦ Fax: 253.862.8538

P.O. Box 7380 ♦ 9002 Main Street E
Bonney Lake, WA 98391-0944

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

Department/Staff Contact: PW / GRIGSBY	Meeting/Workshop Date: 26 April 2016	Agenda Bill Number: AB16-50
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor: Donn Lewis

Agenda Subject: Ratification Of Agreement To Cancel The Sewer Development Financing Contract And Utility Latecomer Agreement With Kahne Properties LLC

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, For Ratification Of Agreement To Cancel The Sewer Development Financing Contract And Utility Latecomer Agreement With Kahne Properties Llc.

Administrative Recommendation: Recommend Approval

Background Summary: Resolution 2322 established this Utility Latecomer Agreement (ULA) with Kahne Properties LLC on November 26, 2013. The City has completed design of the construction contract documents. Kahne has purchased the property over which the City had been pursuing condemnation to acquire a utility easement. As a result, Kahne estimates that this construction contract can be completed quicker and cheaper without going through the City. He has requested that the City cancel this ULA and refund the remainder of the \$346,041 deposit made to establish the ULA. Total City Costs are Not To Exceed \$113,162. After reimbursing the City for all of it's expenditures, City staff has calculated a partial refund of \$222,879 is appropriate at this time. Kahne has requested a new ULA be established without the City participating in the funding of this new ULA.

Attachments: Addendum to Cancel Sewer Development Financing Contract and Latecomer Agreement

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	<i>Approvals:</i>		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:		<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): 26 April 2016	Tabled to Date:

APPROVALS

Director: <i>D.L. Grigsby, P.E.</i>	Mayor: <i>Neil Johnson, Jr.</i>	Date Reviewed by City Attorney: (if applicable)
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Action Item #2

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

Department/Staff Contact: Public Works / Marlyn Campbell	Meeting/Workshop Date: 10 May 2016	Agenda Bill Number: AB16-63
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor: Donn Lewis

Agenda Subject: Motion to Accept as Complete the Sewer Manhole Rehabilitation-2015 project.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Sewer Manhole Rehabilitation- 2015 Project With NWCW, LLC.

Administrative Recommendation: Recommend Approval

Background Summary: Resolution 2441 dated March 10, 2015 awarded the construction contract to NWCW, LLC for the Sewer Manhole Rehabilitation- 2015 project. This Resolution approved the contract with the option of two one- year extensions. This contraction repairs and improves Utility Manholes throughout the City that have various deficiencies including structural, I & I , safety and cleanliness. This completion marks the first new year of this Indefinite Delivery Quantities (IDQ) contract.
See attached Project Completion Report for detailed information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and the project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these tree organizations that there are no unpaid taxes and wages.
Attachments: Project Completion Report, Notice of Completion of Public Works Contract and 6 photos of project, before (3) and after (3).

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: Release of Retainage in the amount of \$5,464.50				

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 3 May 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: <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	Mayor:	Date Reviewed by City Attorney: (if applicable)

PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: Sewer Manhole Rehabilitation - 2015

Project Financing Summary:

Project Revenue Sources:

Budget Authorized by City Council:		<u>\$119,300</u>
(2015 budget- \$90,000 plus 30% 2016)- contract runs March to March		
City Fund Source(s):	Sewer- SDC	119,300
Total Project Budget Utilized=		158,686

Project Expenditures:

Study =		N/A
Design =		<u>\$0</u>
<u>Total Construction</u>		<u>119,194</u>

Engineer's Estimate =	N/A	
	<u>Contract Award Amount</u>	<u>Actual</u>
Low Quote/Contract- budget=	\$119,300	118,908
Contingency- 10%=	\$0	287
Field Engineering Services- 5% =	\$0	0
	<u>\$119,300</u>	<u>119,194</u>

Total Project Cost = \$119,194

Total Budget for construction=	<u>\$119,194</u>
Actual	Under Budget= \$106

Actual Revenue Sources utilized for project:

Budget Authorized by City Council:		<u>\$119,300</u>
Actual City Funds utilized:	Sewer- SDC	119,194

Summary of Manhole's Rehabilitated
 Total Manholes- **41**
 Manhole Cleaning & Lining Preparation- **384 Feet**
 Lining of Manholes w. Raven 405 Liner System- **875 feet**
 Installation/Replacement of manhole bench & inverts- **.5 cubic yard**
 Adjustment of Manhole frame, cover & riser- **17 each**
 Reseal inflow/outflow pipe(s)- **46 each**
 Chemically Seal Manhole Infiltration Points- **47 each**
 Sand Blast existing coating in a 26.5 foot deep 60" manhole (L4, Grid#68)

Planning

Actual Costs

Comprehensive Facilities Plan Approved by City Council:

N/A

Study Required:

N/A

FY Funding in Budget:

N/A

Study Contract NTP Date:

N/A

Study Contract Completion Date:

N/A

Planning
Actual Total
=

\$0

Design

Date RFP Issued

N/A

Design Contract Award Date:

Design Contract Completion Date:

Design Consultant(s):

Scope of work developed by staff

\$0

Scope of Work Changes:

Date

1

2

Change Order Summary:

1

Design
Actual Total
=

\$0

Construction

Date of Advertisement:

7/27/2011

RFQ Opening Date:

8/10/2011

Engineer's Estimate:

N/A

Contract amount for annual extension:

\$185,000

118,908

Contract Award Date:

8/14/2012 - 1st Annual Option for extension

Contract Completion Date:

7/25/2013

Closeout Date:

Date

Scope of Work Changes:

1 None

Change Order Summary:

1 None

Other Construction

Advertising

45

Flange Cap for Manhole #L4-68

\$242

Constructio
n Actual
Total =

\$119,194

Total
Project
Cost=

\$119,194

PW Infrastructure Addition(s):

Not Applicable



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 4/15/2016 **Contractor's UBI Number:** 602 813 492

Name & Mailing Address of Public Agency
City of Bonney Lake 19306 Bonney Lake Blvd. Bonney Lake, WA 98391 UBI Number: 277000893

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name Sewer Manhole Rehabilitation- 2015	Contract Number	Job Order Contracting <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Sewer Manhole Rehabilitation- 2015 service- wall cleaning, grout patching and relining of approx twenty one 48-inch diameter manholes as outlined by the City. The contract period provided 41 manholes for rehabilitation.		
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name NWCW, LLC	E-mail Address jon@nw.cw.com	Affidavit ID* 63440
Contractor Address PO Box 908 Spanaway, WA 98387		Telephone # 253-210-5098
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name:		Bond Number:
Date Contract Awarded 3/10/15	Date Work Commenced 4/23/15	Date Work Completed 3/7/16
		Date Work Accepted Council Scheduled-5/10/16
Were Subcontractors used on this project? If so, please complete Addendum A.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ <u>109,757.08</u>		
Additions (+)	\$ _____	Liquidated Damages \$	_____
Reductions (-)	\$ <u>467.08</u>	Amount Disbursed \$	<u>113,443.02</u>
Sub-Total	\$ <u>109,290.00</u>	Amount Retained \$	<u>5,464.50</u>
Amount of Sales Tax <u>8.800%</u>			
(If various rates apply, please send a breakdown)	\$ <u>9,617.52</u>		
TOTAL	\$ <u>118,907.52</u>	TOTAL \$	<u>118,907.52</u>

NOTE: These two totals must be equal

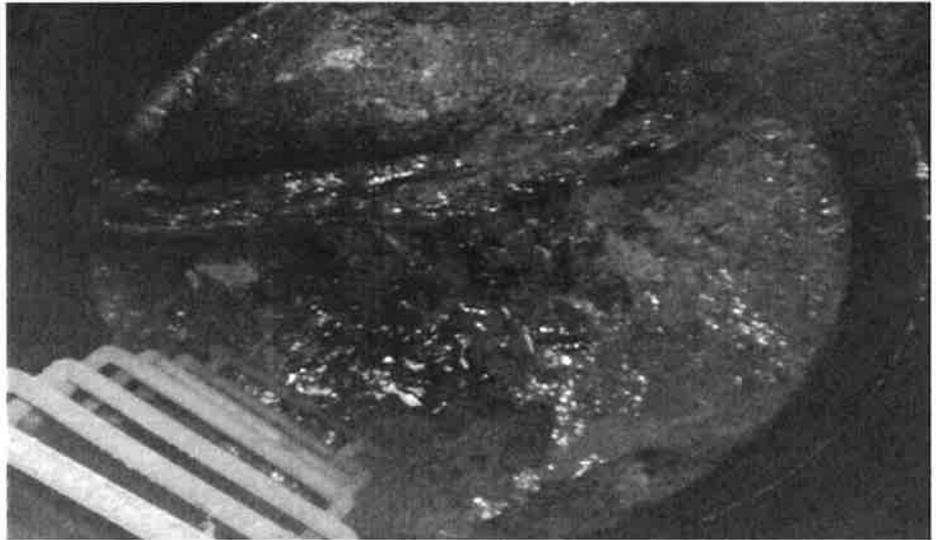
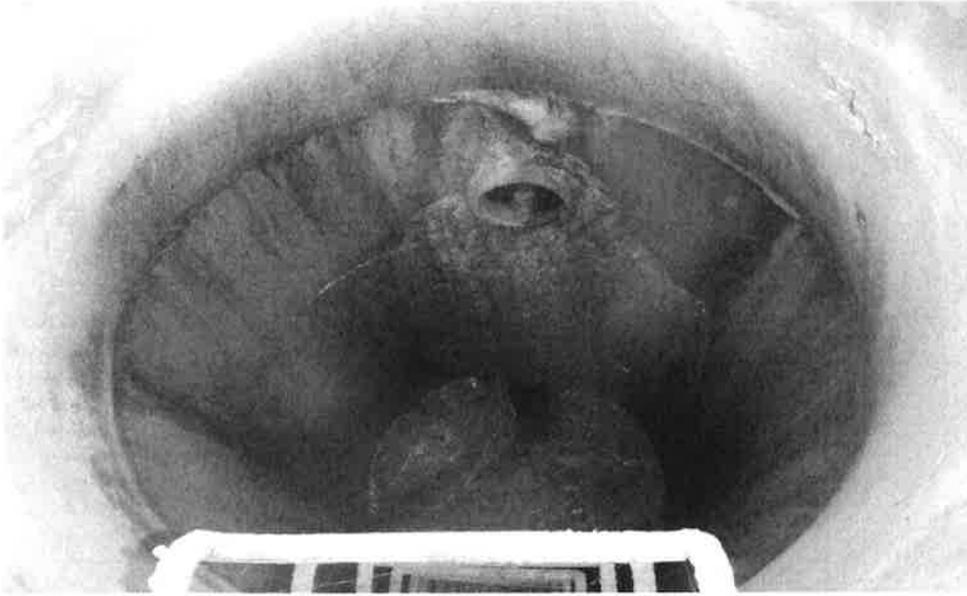
Comments:
<small>Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates. Submitting Form: Please submit the completed form by email to <u>all three</u> agencies below.</small>

Contact Name: Marlyn Campbell
Email Address: campbellm@ci.bonney-lake.wa.us

Title: Contract Administrator
Phone Number: 253-447-4348



Before



After



Action Item #3

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 Sewerr Developers Extension Agreement Between Kelly Kahne And The City Of Bonney Lake.

Administrative Recommendation:

Background Summary: The Developer of Easttown Kahne Extension has requested the City provide sewer service for his development located along SR 410 East in the Easttown 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	<i>Approvals:</i>	Yes	No
	Date: 3 May 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:	<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: <i>John Vodopich</i>	Mayor:	Date Reviewed by City Attorney: (if applicable)
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RESOLUTION NO. 2525

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

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

WHEREAS, 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 ___ 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 _____

 Signature

 Printed Name

 Company Title (as applicable)

 Address

 City State Zip

Phone No. _____ FAX No. _____

CITY OF BONNEY LAKE
 DEVELOPER AGREEMENT

ACCEPTED this ____ day of _____ 20 ____

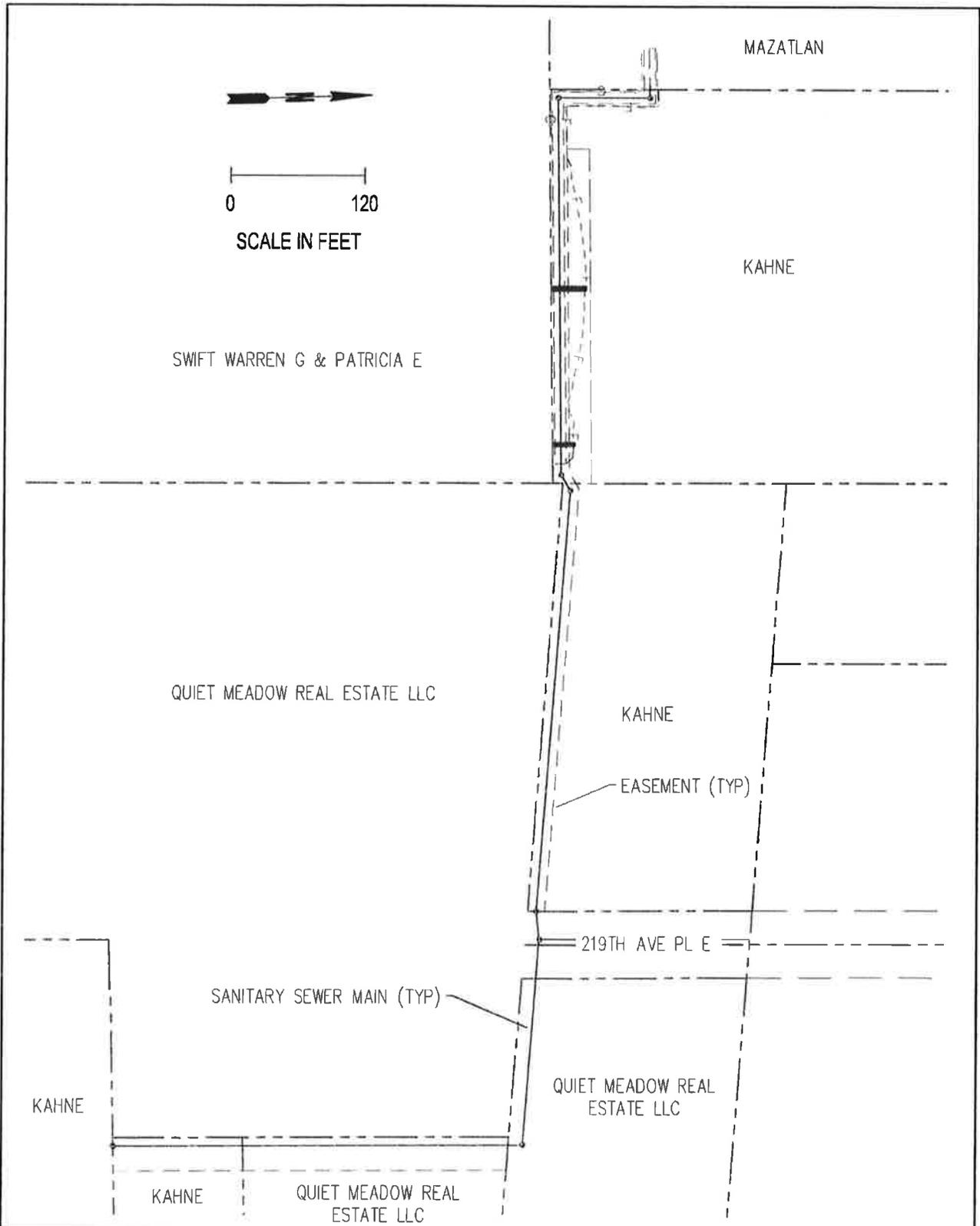
 Neil Johnson Jr., Mayor

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT 'A'

PLAT NAME _____

DEVELOPER: _____

LEGAL DESCRIPTION: _____



Apr 18, 2016 11:32:40am - User: lara.scjar
 N:\PROJECTS\235 KAHNE COMPANIES\0235.06 EASTOWN MULTIFAMILY ENTITLEMENTS\PHASE 60 - ILLD COORDINATOR\CA0\235.06 D04 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: 02/2016 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
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Action Item #4

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

Department/Staff Contact: Public Works / Marlyn Campbell	Meeting/Workshop Date: 10 May 2016	Agenda Bill Number: AB16-45
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor: Donn Lewis

Agenda Subject: Motion to Accept as Complete SR410 Pedestrian Improvements project

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete Sr410 Pedestrian Improvements Project With Whh Nisqually Federal Services, Llc.

Administrative Recommendation: Recommend Approval

Background Summary: Resolution 2394 dated December 9, 2015 awarded the construction contract to WHH Nisqually Federal Services, LLC. This project was partially funded by a TIB grant in the amount of \$665,000. The contract completes the pedestrian path along SR 410 between MP 13.78 - 14.19, in the City of Bonney Lake from Main Street to 192nd Ave East. The improvements will also add lighting infrastructure along the pedestrian pathway, street lights will be added as funding allows. Work elements include; clearing and grubbing, partial bridge demolition and roadway excavation. Included is a sewer trunk line replacement element to address future sewer capacity needs to the system. See attached Project Completion Report for detailed information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and the project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

Attachments: Project Completion Report, Bill of Sale, Notice of Completion of Public Works Contract and photos of project, before (3), during (3), and after (3).

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: Release of Retainage Bond

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 3 May 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: <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



Mayor:

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

PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: SR410 Pedestrian Improvements

Project Financing Summary:

Project Revenue Sources:

Budget Authorized by City Council:		\$2,366,414
City Fund Source(s):	Streets- TIB Grant	665,000
	Streets- TIF	1,407,109
	Sewer- SDC	294,305
		2,366,414
Total Project Budget Utilized=		\$2,094,831

Project Expenditures:

Study =		N/A
Design =		\$231,685
<u>Total Construction</u>		\$1,863,146

Engineer's Estimate =	\$1,690,684	
	<u>Contract Award Amount</u>	<u>Actual</u>
Low Bid/Contract=	\$1,798,549	1,785,140
Contingency- 10%=	\$179,855	-4,221
Field Engineering Services- 10% =	\$179,855	82,227
	\$2,158,259	1,863,146

Total Project Cost = **\$2,094,831**

Total Budget for construction= **\$2,158,259**
Actual **Under Budget=** **\$295,113**

Actual Revenue Sources utilized for project:

Budget Authorized by City Council:		\$2,366,414
Actual City Funds utilized:	Streets- TIB Grant	665,000
	Streets- TIF	1,186,860
	Sewer- SDC	242,971
		2,094,831

Planning

Actual Costs

Comprehensive Facilities Plan Approved by City Council:			
Study Required:	N/A		
FY Funding in Budget:	N/A		
Study Contract NTP Date:	N/A		
Study Contract Completion Date:	N/A		
		Planning Actual	
		Total =	\$0

Design

Date RFP Issued	N/A		
Design Contract Award Date:	3/19/2013		
Original Award amount	\$133,276		\$208,155
Design Contract Completion Date:	12/28/2014		
Design Consultant(s):	SCJ Alliance		
Scope of Work Changes:		<u>Date</u>	
1	None		
Change Order Summary:			
1	Resolution #2358- 2/11/14 -added sewer line design & added structural design	\$47,823	
2	Resolution #2402- 7/22/14 -WDOT required re-design bridge due to weight restrictions imposed late change	\$27,056	
Other Design			
WSDOT- design review			\$22,830
SEPA Review permit			\$700
		Actual Total	
		=	\$231,685

Construction

Date of Advertisement:	10/29/2014		
Bid Opening Date:	11/19/2014		
Engineer's Estimate:	\$1,690,684		
Low Responsive/Responsible Bid:	\$1,798,549		\$1,676,135
General Contractor	WHH Nisqually Federal Services		
Contract Award Date:	12/10/2014		
Contract Completion Date:	9/3/2015		
Closeout Date:	3/22/2016		
Change Order Summary:			
1	Directional Drill HDPE Pipe- VECP (B.1.53)		\$96,448
2	Extra Work Zone Signs & Safety Items (no tax)		\$15,383
3	Temporary Pavement Marking Revision (no tax)		\$17,673
4	PVC Conduit for Illumination Credit (no tax)		-\$4,051
5	Crushed Rock Pipe Bedding Sewer Main		\$2,483
6	Liquidated Damages- July 2015- Working Days (no tax)		-\$140,512
7	Liquidated Damages- August 2015- Working Days (no tax)		-\$58,078
8	Liquidated Damages- August 2015- Direct Engineering cost (no tax)		-\$10,084
9	Recessed Pavement Markers (no tax)		\$2,928
10	Equitable Adjustment for Bid Item 56 (no tax)		\$7,316
11	Hand Seeding and Mulching (no tax)		\$1,163
12	Liquidated Damages- September 2015-Direct Engineering cost (no tax)		-\$331
13	Cost associated with bridge work shut down (no tax)		\$7,765
14	Mediation Agreement- deductive change order/cost adjustment- working days		\$109,005
		Tax	\$8,706

	Total	\$55,814
Other Construction		
Water hydrant meter		\$118
Frame & locking dual vaned grate		\$484
Legal costs		\$206
Advertising		\$992
WSDOT Inspections		\$47,170
<u>Field Engineering Services:</u>		
Construction Engineering Services- SCJ		\$31,424
Soil Sampling & Testing- Krazan		\$13,525
Survey & Staking- Parametrix		37,278
	Construction	
	Actual Total	\$1,863,146
	Total Project	
	Cost=	\$2,094,831

PW Infrastructure Addition(s):

See attached Bill of Sale form

City of Bonney Lake, Pierce County
BILL OF SALE

Updated March 9, 2016

Project Title SR 410 Pedestrian Improvements Project

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor(s) City of Bonney Lake do(es) by these presents hereby convey, set over, assign, transfer and sell to the City of Bonney Lake, Pierce County, Washington, a municipal corporation, the following described utility or other improvements and all appurtenances thereto, situated in Pierce County, Washington:

FINAL COST DATA AND INVENTORY:

WATER SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

Amount	Unit	Size	Type	Item	Cost	
_____	L.F. of	_____	=	_____	Water Main	\$ _____
_____	L.F. of	_____	=	_____	Water Main	\$ _____
_____	L.F. of	_____	=	_____	Water Main	\$ _____
_____	L.F. of	_____	=	_____	Water Main	\$ _____
_____	EACH of	_____	=	_____	Gate Valves	\$ _____
_____	EACH of	_____	=	_____	Gate Valves	\$ _____
_____	EACH of	_____	=	_____	Gate Valves	\$ _____
_____	EACH of	_____	=	_____	Vaults	\$ _____
_____	EACH of	_____	=	_____	Structure/Building	\$ _____
_____	EACH of	_____	=	_____	Pumps	\$ _____
_____	EACH of	_____	=	_____	Fire Hydrant Assemblies	\$ _____
_____					Other Incidental Costs	\$ _____
<hr/>						
Include Sales Tax if applicable _____ % tax					\$ _____	
TOTAL COST FOR WATER SYSTEM					\$ _____	
Cost of Fire Hydrants with applicable Sales Tax					\$ _____	

SANITARY SEWER SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

Amount	Unit	Size	Type	Item	Cost	
872	L.F. of	12	= HDPE	Sewer Main	\$ 182,336	
	L.F. of		=	Sewer Main	\$	
	L.F. of		=	Sewer Main	\$	
3	EACH of	48 inches	= concrete	Diameter Manholes	\$ 11,700	
	EACH of		=	Diameter Manholes	\$	
	EACH of		=	Vaults	\$	
	EACH of		=	Structure/Building	\$	
	EACH of		=	Pumps	\$	
				Other Incidental Costs	\$	
Include Sales Tax if applicable					8.8 % tax	\$ 194,036
TOTAL COST FOR SANITARY SEWER SYSTEM					\$ 211,111	

STORM DRAINAGE SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

Amount	Unit	Size	Type	Item	Cost	
	L.F. of		=	Storm Lines	\$	
363	L.F. of	12	= PVC	Storm Lines	\$ 16,698	
	EACH of		=	Storm Inlet	\$	
6	EACH of		= 1L	Storm Catch Basin	\$ 9,000	
	EACH of		=	Storm Catch Basin	\$	
	EACH of		=	Diameter Manholes	\$	
				Other Incidental Costs	\$	
Include Sales Tax if applicable					0 % tax	\$ 25,698
TOTAL COST FOR STORM DRAINAGE SEWER SYSTEM					\$ 25,698	

STREET IMPROVEMENT CONSTRUCTION/CONSTRUCTION COSTS

Item	Amount	Unit	Cost	
Curb, Gutter, Sidewalk	167	L.F.	\$ 4,676	
Geofoam	973	L.F.	\$ 117,262	
Sign Installation Complete		EACH	\$	
Street Lighting	13	Bases	\$ 96,000	
Bridge Barrier and Railing	110	L.F.	\$ 190,000	
Moment Slab and Railing	1,083	L.F.	\$ 554,567	
			Other Incidental Costs	\$
Include Sales Tax if applicable			0 % tax	\$ 962,505
TOTAL COST FOR STREET IMPROVEMENTS			\$ 962,505	



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 26-Apr-16 **Contractor's UBI Number:** 603104945

Name & Mailing Address of Public Agency
City of Bonney Lake 19306 Bonney Lake Blvd. Bonney Lake, WA 98391 UBI Number: 277000893

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name SR410 Pedestrian Improvements	Contract Number	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) The contract completes the pedestrian path along SR410 between MP 13.78 - 14.19, in the City of Bonney Lake from Main Street to 192nd Ave East. The improvements will also add lighting infrastructure along the pedestrian pathway. Work Elements include; clearing and grubbing, partial bridge demolition and roadway excavation. Included is a sewer trunk line replacement element to address future sewer capacity needs to the system.		
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name WHH Nisqually Federal Services	E-mail Address khdlund@whhnfs.com	Affidavit ID*
Contractor Address 950 Pacific Ave Suite 620 Tacoma WA 98402		Telephone # 253-722-5928
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number.		
<input checked="" type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: Travelers Casualty and Surety Co of America		Bond Number: 106215927
Date Contract Awarded 12/9/14	Date Work Commenced 2/9/15	Date Work Completed 9/3/15
		Date Work Accepted Council scheduled - 5/10/16
Were Subcontracters used on this project? If so, please complete Addendum A. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 1,778,712.55		
Additions (+)	\$ 39,290.18	Liquidated Damages \$	_____
Reductions (-)	\$ 104,050.17	Amount Disbursed \$	1,731,948.85
Sub-Total	\$ 1,713,952.56	Amount Retained \$	0.00
Amount of Sales Tax <u>8.800%</u>			
(If various rates apply, please send a breakdown)	\$ 17,996.29		
TOTAL	\$ 1,731,948.85	TOTAL \$	1,731,948.85

NOTE: These two totals must be equal

Comments: \$1,509,449.33 of this ontract is not subject to sales tax (pursuiant to WAC 458-20-171).
<small>Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates. Submitting Form: Please submit the completed form by email to <u>all three</u> agencies below.</small>

Contact Name: Marlyn Campbell
Email Address: campbellm@ci.bonney-lake.wa.us

Title: Contract Administrator
Phone Number: 253-447-4348



Before Construction



During Construction



After Construction



Action Item #5

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	Donn Lewis	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Dan Swatman	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	James Rackley	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<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: <i>John Vodopich</i>	Mayor:	Date Reviewed by City Attorney: (if applicable)

RESOLUTION NO. 2528

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH OAKRIDGE HOMES FOR 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 ___ day of May, 2016.

Neil Johnson Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney



**SEWER 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 sewer service within the corresponding sewer service area boundary, and the above-named Developer is preparing to construct a sewer system, or additions thereto, and said development requires the City's Sewer Service;

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Developer agrees to design and/or construct the sanitary 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:

Stone Creek, - 7612 214th Ave East, Bonney Lake

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 sewer 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 sewer plan, which agreement shall include oversizing of sewer mains as may be identified in the City's adopted sewer comprehensive plan.
- 3. 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 six (6) sets of detailed plans for the sewer system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.
 - b. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.
 - c. Sewer system plans have been submitted, reviewed, and approved as required by the Public Works Standards:

- (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 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) Specifications sufficient to fully describe the work, consistent with City's Development Policies and Public Works Design 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 sewer improvements.
 - (2) All lots shall be fully staked to assist all parties involved in the proper location of the sewer system including services.
 - (3) All structures 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 sewer system, or additions thereto, on Premises shall not be connected to the City sewer system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.
- e. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

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

It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or subcontractor under Workman's Compensation Acts, disability benefits acts or other employees' benefit acts. The City and the Developer agree

that all third-party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered to the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. The City retains the right to approve claim investigation and counsel assigned to said claim and all investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, this indemnification shall be void and the City shall be responsible for all damages payable to the third party claimant. In the event that the City and the Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and the City, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court findings, and, in addition thereto, the Developer shall hereunder indemnify the City for all damages paid or payable to the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25% negligent, the Developer shall not be required to indemnify the City for any amount in excess of 25% of the claimant's total damages.

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

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

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

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

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

4. 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 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 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 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 sewer system to the City, which shall include a 2-year guarantee that the sewer 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 sewer system, and agree therewith to operate and maintain said system.

SUBMITTED this 6 day of April, 2016.

DEVELOPER: _____

[Handwritten Signature]
Signature

Date: 4/6/2016

Scott Servern
Printed Name

Oakridge Homes, President
Company Title (as applicable)

5401 32nd Ave NW
Address

Gig Harbor City WA State 98335 Zip

Phone No. 360.790.6051 Fax No. _____

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

Accepted this _____ day of _____, 20____.

Director of Public Works

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.



**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.

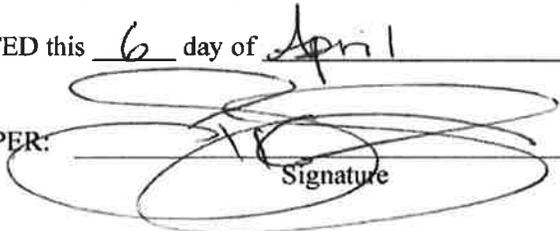
Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangements in advance with such property owners, to insure that no conflicts will ensue after the property is restored 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:



Signature

Date:

4/6/2016

Scott Servern

Printed Name

Oakridge Homes, President

Company Title (as applicable)

5401 32nd Ave NW Ste 100

Address

Coig Harbor

City

WA

State

98335

Zip

Phone No. 360.790.6051

Fax No. _____

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

Accepted this _____ day of _____, 20____.

Director of Public Works

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
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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.

Vicinity Map Stone Creek

Legend

Highlighted Tax Parcels

Tax Parcels

Base Parcel

Condominium

Other

Roads

Interstate

Limited Access State Routes

Other State Routes

Ramps

Major Arterial

Collector

Local Access

Unknown



Printed: 4/27/16 5:30 PM

Scale 1:10,425

0 450 900 ft



A



AZURE GREEN
CONSULTANTS

409 E Pioneer, Suite A
Puyallup, WA 98372
253-770-3144



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. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. Pierce County makes no warranty of fitness for a particular purpose.