

## TABLE OF CONTENTS

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<b>SECTION 800 – SAMPLE DOCUMENTS</b> .....	<b>800-1</b>
Developer’s Project Checklist (2 pages).....	800-1
Water Developer’s Extension Agreement (5 pages).....	800-3
Sewer Developer’s Extension Agreement (5 pages).....	800-8
Storm Drain Developer’s Extension Agreement (5 pages).....	800-13
Easement for Water Mains and Appurtenances (1 page).....	800-18
Easement for Sanitary Sewer Mains and Appurtenances (1 page) .....	800-19
Easement for Storm Sewer Mains and Appurtenances (1 page).....	800-20
Bill of Sale (5 pages) .....	800-21
Affidavit of “No Liens” on Project (1 page).....	800-26
Developer’s Bond (1 page) .....	800-27
Developer’s Maintenance Bond (1 page) .....	800-28
Performance Bond (2 pages).....	800-29
Agreement to Maintain Stormwater Facilities (29 pages) .....	800-31

**CITY OF BONNEY LAKE**

**DEVELOPER'S PROJECT CHECKLIST**

Name of Plat: \_\_\_\_\_

Developer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Developer's Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_

Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_ County: \_\_\_\_\_

Residential: \_\_\_\_\_ Multi-Family: \_\_\_\_\_ Commercial: \_\_\_\_\_

	<u>Date</u>	<u>Initial If Completed</u>
Master Plan Received:	_____	_____
Approved Developer's Extension Agreement and Fee:	_____	_____
EIS Checklist Received	_____	_____
Declaration of Non-Significance Made:	_____	_____
Civil Plans Completed and Transmitted and Approved:	_____	_____
Pierce County Fire Prevention Bureau Approval:	_____	_____
Performance Bond Received:	_____	_____
Insurance Certificate Received:	_____	_____
Preconstruction Conference:	_____	_____
City, County, and State Permits Applied For:	_____	_____
City, County, and State Permits Received:	_____	_____
Construction:		
1. Start:	_____	_____
Inspection Report:		
1. Construction Schedule (Begins/Ends):	_____	_____
2. Final Inspection – Punch List:	_____	_____
Construction File Sent to City Public Services Director:	_____	_____

**DEVELOPER'S PROJECT CHECKLIST (CONTINUED)**

Affidavit of No Liens Received:	_____	_____
Bill of Sale Received, Reviewed, and Approved:	_____	_____
Easements Received and Approved:	_____	_____
Maintenance Bond Received:	_____	_____
Stormwater Maintenance Agreement Received:	_____	_____
Attorney's Review Memo:	_____	_____
Easements Recorded by Developer:	_____	_____
"As-Builts" Completed, Approved, and in City's File:	_____	_____
Title Report on Easement Received:	_____	_____
Public Works Department Approval of Project:	_____	_____
Final Plat Approved:	_____	_____
Authority to Install Services, as Applicable:	_____	_____

Final approval granted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

_____	_____	_____
City Official's Signature	Title	Date
_____	_____	_____
City Official's Signature	Title	Date



**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 \_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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\_\_\_\_\_.

\_\_\_\_\_  
Director of Public Services

CITY OF BONNEY LAKE  
DEVELOPER AGREEMENT  
EXHIBIT #1A

PLAT NAME: \_\_\_\_\_

DEVELOPER: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**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 \_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.



CITY OF BONNEY LAKE  
DEVELOPER AGREEMENT

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Director of Public Services

CITY OF BONNEY LAKE  
DEVELOPER AGREEMENT  
EXHIBIT #1A

PLAT NAME: \_\_\_\_\_

DEVELOPER: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

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**STORM DRAIN 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 \_\_\_\_\_ 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 storm drainage system, or additions thereto, to be connected to the City’s storm drainage lines or ditches, 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

1. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed storm drainage 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 stormwater plan, which agreement shall include oversizing of storm drain trunk lines as may be identified in the City’s adopted stormwater comprehensive plan.
2. The developer agrees that the construction of the storm drainage 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 storm drainage 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. Storm drainage 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 storm drainage 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 storm drainage improvements.
  - (2) All lots shall be fully staked to assist all parties involved in the proper location of the storm drainage system including services.
  - (3) All structures and facilities 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 storm drainage system, or additions thereto, on Premises shall not be connected to the City storm drainage 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 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.

3. The construction of the Developer's storm drainage 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.





CITY OF BONNEY LAKE  
DEVELOPER AGREEMENT

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Director of Public Services

CITY OF BONNEY LAKE  
DEVELOPER AGREEMENT  
EXHIBIT #1A

PLAT NAME: \_\_\_\_\_

DEVELOPER: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

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**SAMPLE**

**EASEMENT FOR SANITARY SEWER MAINS AND APPURTENANCES**

\_\_\_\_\_ (herein called the “grantor”) hereby dedicates, conveys, and grants to City of Bonney Lake (herein called the “grantee”) and its successors and assigns an easement for sanitary sewer mains and appurtenances thereto and for other utilities under and upon the following described property situated in Pierce County, Washington, more particularly described as follows: (Described here or attach legal description to form): \_\_\_\_\_

That said grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property and adjoining property owned by the grantor and his assigns and successors to install, lay, construct, protect, renew, operate and maintain sanitary sewer mains, appurtenances and other necessary and/or related facilities and other equipment, for the purposes of serving the property or other properties with City sewerage.

The grantor covenants that no permanent structure shall be erected, and no large trees or large shrubs, fences, gates, post, or ornamental landscaping item(s) shall be installed in the area for which the easement in favor of City of Bonney Lake or its successors has been provided herein.

This easement and the covenants herein shall be covenants running with the land and shall be binding on the successors, heirs, and assigns of both parties hereto.

The grantor warrants that the grantor has good title to the above property and warrants the grantee title to and quiet enjoyment of the easement conveyed herein.

No other easements for utilities shall be granted within the afore described easement area except for necessary crossings and the grantee shall have exclusive right to construct and maintain utilities within the easement area except for necessary crossings.

By: \_\_\_\_\_ Grantor By: \_\_\_\_\_ Grantor

State of Washington )  
 ) ss.  
County of Pierce )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before, me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year first above written.

(INDIVIDUAL)

\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_.

**SAMPLE**

**EASEMENT FOR STORM SEWER MAINS AND APPURTENANCES**

\_\_\_\_\_ (herein called the “grantor”) hereby dedicates, conveys, and grants to City of Bonney Lake (herein called the “grantee”) and its successors and assigns an easement for storm sewer mains and appurtenances thereto and for other utilities under and upon the following described property situated in Pierce County, Washington, more particularly described as follows: (Described here or attach legal description to form):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

That said grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property and adjoining property owned by the grantor and his assigns and successors to install, lay, construct, protect, renew, operate and maintain storm sewer mains, appurtenances and other necessary and/or related facilities and other equipment, for the purposes of serving the property or other properties with City storm sewerage.

The grantor covenants that no permanent structure shall be erected, and no large trees or large shrubs, fences, gates, post, or ornamental landscaping item(s) shall be installed in the area for which the easement in favor of City of Bonney Lake or its successors has been provided herein.

This easement and the covenants herein shall be covenants running with the land and shall be binding on the successors, heirs, and assigns of both parties hereto.

The grantor warrants that the grantor has good title to the above property and warrants the grantee title to and quiet enjoyment of the easement conveyed herein.

No other easements for utilities shall be granted within the afore described easement area except for necessary crossings and the grantee shall have exclusive right to construct and maintain utilities within the easement area except for necessary crossings.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Grantor Grantor

State of Washington )  
 ) ss.  
County of Pierce )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before, me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year first above written.

(INDIVIDUAL)

\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_.

**RETURN TO:**

**City of Bonney Lake  
Public Services Department  
9002 Main Street East, Suite 300  
Bonney Lake, Washington 98391**

**Phone: 253-862-8602  
Fax: 253-862-1116**

*Please make no mark in the margin space - Reserved for County Auditor's use only.*

**BILL OF SALE**

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) \_\_\_\_\_ 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:

TYPE OF DOCUMENT: Bill of Sale

GRANTOR(S): \_\_\_\_\_

GRANTEE: City of Bonney Lake, a Municipal Corporation

ABBREVIATED LEGAL DESCRIPTION: \_\_\_\_\_

ASSESSOR TAX PARCEL I.D. NUMBERS: \_\_\_\_\_

NAME OF PROJECT: \_\_\_\_\_

ADDRESS OF PROJECT: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

LEGAL DESCRIPTION: Located here or on Exhibit A of this document

PERSONAL PROPERTY DESCRIPTION; Located here or on Exhibit B of this document

the said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor(s) has/have executed these presents this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**Grantor (DEVELOPER) SIGNATURE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 )SS  
COUNTY OF PIERCE )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, of \_\_\_\_\_, to me proven to be the individual described in and who executed the foregoing instrument for himself and acknowledged that he signed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed on behalf of said \_\_\_\_\_, for uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**BILL OF SALE**

**EXHIBIT A**

**Legal Description**



## EXHIBIT B - FINAL COST DATA AND INVENTORY

Page 1 of 2

Permit No. \_\_\_\_\_

Name of Project \_\_\_\_\_

Per the request of the City of Bonney Lake the following information is furnished concerning final costs for improvements installed and turned over to the City for the above referenced project.

### 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	_____	=	_____	Fire Hydrant Assemblies	\$ _____
Cost of Fire Hydrants must be listed separately					\$ _____	
Includes Engineering and Sales Tax if applicable					\$ _____	
<b>TOTAL COST FOR WATER SYSTEM</b>					<b>\$ _____</b>	

### SANITARY SEWER SYSTEM

Amount	Unit	Size	Type	Item	Cost	
_____	L.F. of	_____	=	_____	Sewer Main	\$ _____
_____	L.F. of	_____	=	_____	Sewer Main	\$ _____
_____	L.F. of	_____	=	_____	Sewer Main	\$ _____
_____	EACH of	_____	=	_____	Diameter Manholes	\$ _____
_____	EACH of	_____	=	_____	Diameter Manholes	\$ _____
Includes Engineering and Sales Tax if applicable					\$ _____	
<b>TOTAL COST FOR SANITARY SEWER SYSTEM</b>					<b>\$ _____</b>	

**EXHIBIT B – FINAL COST DATA AND INVENTORY**

**Page 2 of 2**

**STORM DRAINAGE SYSTEM**

<b>Amount</b>	<b>Unit</b>	<b>Size</b>	<b>Type</b>	<b>Item</b>	<b>Cost</b>	
_____	L.F. of	_____	=	_____	Storm Lines	\$ _____
_____	L.F. of	_____	=	_____	Storm Lines	\$ _____
_____	EACH of	_____	=	_____	Storm Inlet Outlet	\$ _____
_____	EACH of	_____	=	_____	Storm Catch Basin	\$ _____
_____	EACH of	_____	=	_____	Storm Catch Basin	\$ _____
Includes Engineering and Sales Tax if applicable					\$ _____	
<b>TOTAL COST FOR STORM DRAINAGE SYSTEM</b>					<b>\$ _____</b>	

**STREET IMPROVEMENT**

<b>Item</b>	<b>Amount</b>	<b>Unit</b>	<b>Cost</b>
Curb, Gutter, Sidewalk	_____	L.F.	\$ _____
Asphalt Pavement	_____	S.Y./L.F. of _____ width	\$ _____
Sign Installation Complete		EACH	\$ _____

**SIGNALIZATION**

(Including Engineering Design Costs, City Permit Fees, WA State Sales Tax)	\$ _____
--	----------

**STREET LIGHTING**

(Including Engineering Design Costs, City Permit Fees, WA State Sales Tax)	
Number of Poles	\$ _____

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_  
Print Signatory Name

FAX \_\_\_\_\_

\_\_\_\_\_  
Signature by authorized agent or owner of  
subject development



**SAMPLE**  
**CITY OF BONNEY LAKE, PIERCE COUNTY WASHINGTON**  
**Developer's Bond**

Developer: \_\_\_\_\_  
Surety: \_\_\_\_\_  
City: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Development: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: Whereas the City of Bonney Lake, Pierce County, Washington, has accepted an agreement by the Developer for the construction of an extension to the City's roadways and/or utility system(s) to serve the development, in accordance with the City's regulations governing developer extensions, which regulations are incorporated into this agreement by reference, and which require the Developer to furnish a bond for the faithful performance of the work, and completion of the project within 730 days (within twenty-four months) from the date of preliminary approval of the Developer's application.

NOW, THEREFORE, we, the Developer and surety, are held and firmly bound to the State of Washington and the City of Bonney Lake in the amount named above for the payment of which we do jointly and severally bind ourselves, our heirs, personal representatives, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the Developer, or the Developer's heirs, personal representatives, successors, and assigns shall well and truly keep all the provisions of the regulations of the City applicable to the work described in the Developer's Agreement, and pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work and shall indemnify and save harmless the City, its officers and agents, from any pecuniary loss resulting from the breach of said regulations, including the obligation of the Developer to replace or correct any defective work or materials discovered by the City within 2 years from the date of acceptance of the work, then this obligation shall become void; otherwise, it shall remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed by the Developer shall affect the obligation of the principal or surety on this bond, and the surety waives notice of any such change, extension, alteration, or addition thereunder.

This bond is furnished pursuant to the requirements of Chapter 39.08 of the Revised Code of Washington, and the regulations of the City, and in addition to the foregoing, is made for the benefit of the City, together with all laborers, mechanics, subcontractors, materialmen, and all persons who supply such person or subcontractors with supplies and equipment for the carrying on of the work covered by this agreement, whether or not such work is deemed to be "public work" under the laws of the State of Washington.

In witness whereof, the principal and surety have caused this bond to be signed and sealed by their duly authorized officers or representatives this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

**SAMPLE**  
**CITY OF BONNEY LAKE, PIERCE COUNTY WASHINGTON**  
**DEVELOPER'S MAINTENANCE BOND**

Developer: \_\_\_\_\_  
Surety: \_\_\_\_\_  
City: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Development: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: WHEREAS THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, a municipal corporation, hereinafter designated as the "City" has accepted an agreement by the developer for the construction of an extension to the City's water system to serve the development, as shown on the as-built drawings and described on the attached Exhibit "A," in accordance with the City's regulations governing water developer extensions, which regulations are incorporated into this agreement by reference, and which require the Developer to furnish a maintenance bond for the replacement or correction of any defective work or materials discovered by the City within 730 days (two years) from the date of the acceptance of the work;

NOW, THEREFORE, WE, the Developer and surety are held and firmly bound to the State of Washington and to the City of Bonney Lake in the amount named above for the payment of which we do jointly and severally bind ourselves, or heirs, personal representatives, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the Developer, or the Developer's heirs, personal representatives, successors, and assigns well and truly keep all the provisions of the regulations of the City applicable to the work described in the Developer's Agreement, including the obligation of the Developer to replace or correct any defective work or materials discovered by the City and perform any needed maintenance on the subject improvements within 730 days (two years) from the date of acceptance of the work by the City, then this obligation shall become void; otherwise, it shall remain in full force and effect.

Any corrections required shall be completed within thirty (30) days of the date of notification of the need for such correction by the City. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to have said work performed, at the expense of the Developer.

No change, extension of time, alteration or addition to the work to be performed by the Developer shall affect the obligation of the principal or surety on this bond, and the surety waives notice of any such change, extension, or alteration or addition thereunder.

This bond is furnished pursuant to the requirements of Chapter 39.08 of the Revised Code of Washington, and the regulations of the City, and in addition to the foregoing, is made for the benefit of the City, together with, and all laborers, mechanics, subcontractors, and material men, and all persons who supply such person or subcontractors with supplies and equipment for the carrying on of the work covered by this Agreement, whether or not such work is deemed to be "public work" under the laws of the State of Washington.

IN WITNESS WHEREOF, the principal and surety have caused this bond to be signed and sealed by their duly authorized officers or representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**RETURN TO:**

**City of Bonney Lake  
Public Services Department  
9002 Main Street East, Suite 300  
Bonney Lake, Washington 98391**

**Phone: 253-447-4336  
Fax: 253-826-1921**

**PERFORMANCE BOND**

NAME OF PROJECT: \_\_\_\_\_

BOND NUMBER: \_\_\_\_\_

LOCATION/ADDRESS: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PARCEL NUMBER: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, \_\_\_\_\_, as Principal;  
and \_\_\_\_\_, a corporation  
organized and doing business under and by virtue of the laws of the State of \_\_\_\_\_,  
and duly licensed to conduct surety business in the State of Washington, as Surety, are held and firmly  
bound unto the City of Bonney Lake, as Obligee, in the amount of one hundred fifty percent (150%) of  
the cost of the project, or \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
security for the payment of road improvement, sanitary sewers, water system, erosion control, and/or  
storm drainage facilities, of which well and truly to be made we do bind ourselves, our successors, and  
assigns, firmly by these presents.

WHEREAS said Obligee requires that a good and sufficient bond be furnished by said Principal  
guaranteeing the satisfactory completion of said road improvement, sanitary sewers, water system,  
erosion control, and/or storm drainage facilities or other improvements as shown in detail on the  
Construction Plans and Site Plans and approved by the City of Bonney Lake Public Works Department on  
\_\_\_\_\_, 20\_\_;

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform all of its duties and  
fulfill all of the undertakings, covenants, terms, conditions, and agreements of said Contract during the  
original contract period and any extensions thereof which may be granted by the Obligee, with or without  
notice to the Surety; and during the two (2) year guarantee period, if he shall satisfy all claims and  
demands incurred under such Contract, and shall fully indemnify and save harmless the Obligee from all  
costs and damages which it may suffer by reason of failure to do so; and shall reimburse and repay the  
Obligee all outlay and expense which the Obligee may incur in making good any default; then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and the said Surety caused this Bond to be signed and sealed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:**

**SURETY:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**RETURN TO:**

**Public Services Department  
CITY OF BONNEY LAKE  
9002 Main Street East, Suite 300  
Bonney Lake, WA 98391**

**Phone: 253-862-8602**

*Please make no mark in the margin space – Reserved for County Auditor’s use only.*

**AGREEMENT TO MAINTAIN STORMWATER FACILITIES  
AND TO IMPLEMENT A POLLUTION SOURCE CONTROL PLAN**

TYPE OF DOCUMENT: Agreement to Maintain Stormwater Facilities

GRANTOR(S): \_\_\_\_\_

GRANTEE: City of Bonney Lake, a Municipal Corporation

LEGAL DESCRIPTION: Exhibit A of this document

ABBREVIATED LEGAL DESCRIPTION: \_\_\_\_\_

ASSESSOR TAX PARCEL I.D. NUMBERS: \_\_\_\_\_

NAME OF PROJECT: \_\_\_\_\_

ADDRESS OF PROJECT: \_\_\_\_\_

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF BONNEY LAKE, a municipal corporation (hereinafter referred to as “City”), and \_\_\_\_\_, (hereinafter referred to as “Owner”).

WHEREAS, this agreement contains specific provisions with respect to maintenance of storm water facilities and use of pollution source control best management practices (BMPs), the authority to require maintenance and pollution source control is provided in Ordinance No. 1126; and

WHEREAS, Owner owns the following-described real property situated in Pierce County, State of Washington, as set forth in Exhibit A, which is attached hereto and made a part hereof; and



WHEREAS, Owner has constructed improvements including, but not limited to, building, pavement, and stormwater facilities on the above-described real property; now, therefore,

For and in consideration of the mutual benefits to be derived therefrom, it is mutually agreed as follows:

A. City and Owner enter into this agreement in order to further the goals of City to ensure the protection and enhancement of City's water resources. The responsibilities of each party to this agreement are identified below:

*1. Owner shall:*

- a. Implement the stormwater facility maintenance program included herein as Exhibit 1.
- b. Implement the pollution source control program included herein as Exhibit 2.
- c. Maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in "a" and "b" above. The logbook shall be available for inspection by the City staff at Owner's business address: \_\_\_\_\_.  
The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-up actions recommended. Maintenance items ("problems") listed in Exhibit 1 shall be inspected on a monthly or more frequent basis, as necessary. Owner is encouraged to photocopy the individual checklists in Exhibit "1" and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the monthly logbook.
- d. Submit an annual report to City regarding implementation of the programs referenced in "a" and "b" above. The report must be submitted on or before June 15 of each calendar year and shall contain, at a minimum, the following:
  - (1) Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
  - (2) Time period covered by the report.
  - (3) A chronological summary of activities conducted to implement the programs referenced in "a" and "b" above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with Owner, include a copy of the invoice for services.
  - (4) An outline of planned activities for the next year.

2. *City shall:*

- a. Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request and as City time and resources permit, at the sole expense of the Owner.
- b. Review the annual report and shall be authorized to conduct a minimum of one (1) site visit per year to discuss performance and problems with Owner.
- c. This agreement may be modified as City, State, or Federal regulations may require.

B. Remedies:

1. If City determines that maintenance or repair work is required to be done to the stormwater facility existing on Owner's property, the Director of the Public Services Department shall give the owner of the property within which the drainage facility is located, and the person or agent in control of said property, notice of the specific maintenance and/or repair required. The Director shall set a reasonable time in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by the Director, written notice will be sent to the persons who were given notice stating City's intention to perform such maintenance and bill Owner for all incurred expenses.
2. If at any time City determines that the existing system creates any eminent threat to public health or welfare, the Director may take immediate measures to remedy said threat. No notice to the persons listed in B.1 above shall be required under such circumstances.
3. If the required annual report is not received by the City on or before June 15 of each calendar year, any credit given towards a stormwater utility charge for the maintenance of the stormwater facility may be revoked until such a time that the report is submitted and accepted by the City.
4. The persons listed in B.1 above shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to City within thirty (30) days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by City will be borne by the parties responsible for said reimbursements.
5. In the event Owner of the property fails to pay City within thirty (30) days from the date that the costs were incurred, City shall have the right to file a lien against the real property for all charges and expenses incurred. A lien specifying the expenses incurred and giving a legal description of the premises sought to be charged shall be filed with the County Auditor within ninety (90) days from the date of the completion of the work. The same may at any time thereafter be collected in the manner provided for foreclosure of mechanic's liens under the laws of the State of Washington.

C. Intent:

1. This agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors, any right, title or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of City.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**OWNER SIGNATURE:**

By: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 )SS  
COUNTY OF PIERCE )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, of \_\_\_\_\_, to me proven to be the individual described in and who executed the foregoing instrument for himself and acknowledged that he signed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed on behalf of said CORPORATION, for uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**STORMWATER MAINTENANCE AGREEMENT**

**EXHIBIT A**

**Legal Description**

**STORMWATER MAINTENANCE AGREEMENT**

**EXHIBIT 1**

**MAINTENANCE PROGRAM**

**Cover Sheet**

Inspection Period: \_\_\_\_\_

Number of Sheets Attached: \_\_\_\_\_

Date Inspected: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

Inspector's Signature: \_\_\_\_\_

# STORMWATER MAINTENANCE AGREEMENT

## EXHIBIT 1

### MAINTENANCE PROGRAM

#### 1. Maintenance Checklist for Catch Basins and Inlets

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M, S	General		Trash, debris and sediment in or on basin	Trash or debris in front of the catch basin opening is blocking capacity by more than 10%.	No trash or debris located immediately in front of catch basin opening. Grate is kept clean and allows water to enter.
M				Sediment or debris (in the basin) that exceeds $\frac{1}{3}$ depth from the bottom of basin to invert of the lowest pipe into or out of the basin.	No sediment or debris in the catch basin. Catch basin is dug out and clean.
M, S				Trash or debris in any inlet or pipe blocking more than $\frac{1}{3}$ of height.	Inlet and outlet pipes free of trash or debris.
M, S				Dead animals or vegetation that could generate odors that would cause complaints or dangerous gases (e.g., methane).	No dead animals or vegetation present within the catch basin.
M, S				Deposits of garbage exceeding 1 cubic foot in volume.	No condition present which would attract or support the breeding of insects or rodents.
M			Structural damage to frame and/or top slab.	Corner of frame extends more than $\frac{3}{4}$ inch past curb face into the street (if applicable).	Frame is even with curb.
M				Top slab has holes larger than 2 square inches or cracks wider than $\frac{1}{4}$ inch (intent is to make sure all material is running into the basin)	Top slab is free of holes and cracks.

(Table continues)

**1. Maintenance Checklist for Catch Basins and Inlets (Continued)**

<b>Frequency</b>	<b>Drainage System Feature</b>	<b>X</b>	<b>Problem</b>	<b>Conditions to Check For</b>	<b>Conditions That Should Exist</b>
M				Frame is not sitting flush on top slab, i.e., separation of more than $\frac{3}{4}$ inch of the frame from the top slab.	Frame is sitting flush on top slab.
A			Cracks in basin walls/bottom	Cracks wider than $\frac{1}{2}$ inch and longer than 3 feet, any evidence of soil particles entering catch basin through cracks, or maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards. Contact a professional engineer for evaluation.
A				Cracks wider than $\frac{1}{2}$ inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	No cracks more than $\frac{1}{4}$ inch wide at the joint of inlet/outlet pipe.
A			Settlement/ Misalignment	Basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards. Contact a professional engineer for evaluation.
M, S			Fire hazard or other pollution	Presence of chemicals such as natural gas, oil, or gasoline. Obnoxious color, odor, or sludge noted.	No color, odor, or sludge. Basin is dug out and clean.
M, S			Outlet pipe is clogged with vegetation.	Vegetation or roots growing in inlet/outlet pipe joints that is more than 6 inches tall and less than 6 inches apart.	No vegetation or root growth present.
M, S			Vegetation	Vegetation growing across and blocking more than 10% of the basin opening.	No vegetation blocking opening to basin.

(Table continues)



### 1. Maintenance Checklist for Catch Basins and Inlets (Continued)

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M, S			Pollution	Non-flammable chemicals of more than 1/2 cubic foot per 3 feet of basin length.	No pollution present other than surface film.
M, S	Catch Basin Cover		Cover not in place	Cover is missing or only partially in place. Any open catch basin requires maintenance.	Catch basin cover is closed.
A			Locking Mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than 1/2 inch of thread.	Mechanism opens with proper tools.
A			Cover Difficult to Remove	One maintenance person cannot remove lid after applying 80 lbs of lift; intent is to keep cover from sealing off access to maintenance.	Cover can be removed by one maintenance person.
A	Ladder		Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
M, S	Metal Grates (if applicable)		Trash and Debris	Trash and debris that is blocking more than 20% of grate surface.	Grate free of trash and debris.
M, S			Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.

**Key:**

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

## 2. Maintenance Checklist for Conveyance Systems

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M, S	Pipes		Sediment and debris	Accumulated sediment that exceeds 20% of the diameter of the pipe.	Pipe cleaned of all sediment and debris.
M			Vegetation	Vegetation that reduces free movement of water through pipes.	All vegetation removed so water flows freely through pipes.
A			Damaged (rusted, bent, or crushed)	Protective coating is damaged; rust is causing more than 50% deterioration to any part of pipe.	Pipe repaired or replaced.
M				Any dent that significantly impedes flow (i.e., decreases the cross section area of pipe by more than 20%)	Pipe repaired or replaced.
M				Pipe has major cracks or tears allowing groundwater leakage.	Pipe repaired or replaced.
M, S	Open ditches		Trash and debris	Dumping of yard waste such as grass clippings and branches into basin. Unightly accumulation of nondegradable materials such as glass, plastic, metal, foam, and coated paper.	Remove trash and debris and dispose as prescribed by city Waste Management Section.
M			Sediment buildup	Accumulated sediment that exceeds 20% of the design depth.	Ditch cleaned of all sediment and debris so that it matches design.
A			Vegetation	Vegetation (e.g., weedy shrubs or saplings) that reduces free movement of water through ditches.	Water flows freely through ditches. Grassy vegetation should be left alone.

(Table continues)

## 2. Maintenance Checklist for Conveyance Systems (Continued)

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M			Erosion damage to slopes	See "Ponds" Checklist	See "Ponds" Checklist
A			Rock lining out of place or missing (if applicable)	Maintenance person can see native soil beneath the rock lining.	Replace rocks to design standard.
Varies	Catch Basins			See "Catch Basins" Checklist	See "Catch Basins" Checklist
M, S	Swales		Trash and debris	See above for "Ditches"	See above for "Ditches"
M			Sediment Buildup	See above for "Ditches"	Vegetation may need to be replanted after cleaning.
M			Vegetation not growing or overgrown	Grass cover is sparse and weedy or areas are overgrown with woody vegetation.	Aerate soils and reseed and mulch bare areas. Maintain grass height at a minimum of 6 inches for best stormwater treatment or a minimum of 2 inches above the design flow depth. Remove woody growth, recontour, and reseed as necessary.
M, S			Erosion damage to slopes	See Ponds Checklist	See Ponds Checklist
M			Conversion by homeowner to incompatible use.	Swale has been filled in or blocked by shed, woodpile, shrubbery, etc.	If possible, speak with homeowner and request that swale area be restored. Contact City to report problem if not rectified voluntarily.
A			Swale does not drain.	Water stands in swale or flow velocity is very slow. Stagnation occurs.	A survey may be needed to check grades. Grades need to be in 1–5% range if possible. If grade is less than 1%, underdrains may need to be installed.

**Key:**

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

### 3. Maintenance Checklist for Ponds

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M, S			Fire hazard or pollution	Oil, gasoline, or other contaminants of one gallon or more or any amount found that could: 1) cause damage to plant, animal, or marine life; 2) constitute a fire hazard; or 3) be flushed downstream during rain storms. Presence of chemicals such as natural gas, obnoxious color, odor, or sludge noted.	Find sources of pollution and eliminate them. Water is free from noticeable color, odor, or contamination.
M, S	General		Trash and debris buildup in pond	Any trash and debris which exceeds 1 cubic foot per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site.
M, S			Trash rack plugged or missing	Bar screen over outlet more than 25% covered by debris or missing.	Replace screen. Remove trash and debris and dispose as prescribed by City Waste Management Section.
M			Poisonous Vegetation	Any poisonous vegetation which may constitute a hazard to the public. Examples of poisonous vegetation include: tansy ragwort, poison oak, stinging nettles, devils club.	Remove poisonous vegetation. Do not spray chemicals on vegetation without obtaining guidance from the Cooperative Extension Service and approval from the City.

(Table continues)

### 3. Maintenance Checklist for Ponds (Continued)

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M			Vegetation not growing or is overgrown.	For grassy ponds, gross cover is sparse and weedy or is overgrown. For wetland ponds, plants are sparse or invasive species are present. Wetland ponds must be kept wet; water frequently in summer.	For grassy ponds, selectively thatch, aerate, and reseed ponds. Grass cutting unnecessary unless dictated by aesthetics. For wetland ponds, hand-plant nursery-grown wetland plants in bare areas. Pond bottoms should have uniform dense coverage of desired plant species.
A			Tree growth	Tree growth does not allow maintenance access or interfere with maintenance activity (i.e., slope mowing, silt removal, or equipment movements). If trees are not interfering with access, leave trees alone.	Trees do not hinder maintenance activities. Selectively cultivate trees such as alder for firewood.
M			Rodent holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
M			Insects	When insects such as wasps and hornets interfere with maintenance activities, or when mosquitoes become a nuisance.	Insects destroyed or removed from site.

(Table continues)

### 3. Maintenance Checklist for Ponds (Continued)

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M	Side slopes of pond		Erosion on berms or at entrance/exit.	Check around inlets and outlets for signs of erosion. Check berms for signs of sliding or settling. Action is needed where eroded damage over 2 inches deep and where there is potential for continued erosion.	Find causes of erosion and eliminate them. Then slopes should be stabilized by using appropriate erosion control measure(s); e.g., rock reinforcement, planting of grass, compaction.
M	Storage area		Sediment buildup in pond.	Accumulated sediment that exceeds 10% of the designed pond depth. Buried or partially buried outlet structure probably indicates significant sediment deposits.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
A	Pond dikes		Settlement	Any part of dike which has settled 4 inches lower than the design elevation.	Dike should be built back to the design elevation.
A	Emergency/ overflow spillway		Rock missing	Only one layer of rock exists above native soil in area 5 square feet or larger, or any exposure of native soil.	Replace rocks to design standards.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

#### 4. Maintenance Checklist for Infiltration Systems

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M, S	General		Trash and Debris	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M			Poisonous Vegetation	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M, S			Pollution	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M			Unmowed Grass/Ground Cover	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M			Rodent Holes	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M			Insects	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M	Storage Area		Sediment	A percolation test-pit or test of facility indicates facility is only working at 90% of its designed capabilities.	Sediment is removed and/or facility is cleaned so that infiltration system works according to design.
M			Sheet Cover (if applicable)	Sheet cover is visible and has more than three ¼-inch holes in it.	Sheet cover repaired or replaced.
M, S			Sump Filled With Sediment and Debris (if applicable)	Any sediment and debris filling the vault to 10% of depth from sump bottom to bottom of outlet pipe or obstructing flow into the connector pipe.	Clean out sump to design depth.
M, S	Filter Bags		Filled with Sediment and Debris	Sediment and debris fill bag more than half full.	Replace filter bag or redesign system.
M, S	Rock Filters		Sediment and Debris	By visual inspection, little or no water flows through filter during heavy rainstorms.	Replace gravel in rock filter.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

### 5. Access Roads/Easements

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
W	General		Trash and Debris	Road shall be swept weekly.	Trash and debris cleared from site.
W			Blocked Roadway	Debris which could damage vehicle tires (glass or metal)	Roadway free of debris which could damage tires.
M, S				Any obstructions which reduce clearance above road surface to less than 14 feet.	Roadway overhead clear to 14 feet high.
W, S				Any obstructions restricting the access to a 10- to-20-foot width for a distance of more than 12 feet or any point restricting access to less than a 10-foot width.	Obstruction removed to allow at least a 12-foot access.
M	Road Surface		Settlement, Potholes, Mush, Spots, Ruts	When any surface defect exceeds 6 inches in depth and 6 square feet in area. In general, any surface defect which hinders or prevents maintenance access.	Road surface uniformly smooth with no evidence of settlement, potholes, mush spots or ruts.
			Vegetation in Road Surface	Weeds growing in the road surface that are more than 6 inches tall and less than 6 inches apart within a 400-square-foot area.	Road surface free to weeds taller than 2 inches.
M			Weeds and Brush	Weeds and brush exceed 18 inches in height or hinder maintenance access.	Weeds and brush cut to 2 inches in height or cleared in such a way as to allow maintenance access.

(Table continues)



**5. Access Roads/Easements (Continued)**

<b>Frequency</b>	<b>Drainage System Feature</b>	<b>X</b>	<b>Problem</b>	<b>Conditions to Check For</b>	<b>Conditions That Should Exist</b>
M, S	Shoulders and Ditches		Erosion Damage	Erosion within 1 foot of the roadway more than 8 inches wide and 6 inches deep.	Shoulder free of erosion and matching the surrounding road.
SA	Pavement Markings		Faded Marks	Pavement marks shall be painted yearly.	All pavement markings to be obvious.

Key:

SA = Annual (March or April preferred)

M = Monthly (see schedule)

W = Weekly (see schedule)

S = After major storms.

Comments:

**6. Maintenance Checklist for  
Closed Detention Systems (Pipes/Tanks)**

<b>Frequency</b>	<b>Drainage System Feature</b>	<b>X</b>	<b>Problem</b>	<b>Conditions to Check For</b>	<b>Conditions That Should Exist</b>
M	Storage area (pipe/tank)		Plugged air vents (small pipe that connects catch basin to storage pipe)	One-half of the end area of a vent is blocked at any point with debris and sediment. Plugged vent can cause storage area to collapse.	Vents free of debris and sediment.
M			Debris and Sediment	Accumulated sediment depth exceeds 15% of diameter. Example: 72-inch storage tank would require cleaning when sediment reaches depth of 10 inches.	All sediment and debris removed from storage area. Contact City Public Works for guidance on sediment removal and disposal.
A			Joints between tank/pipe section.	Any crack allowing material to leak into facility.	All joints between tank/pipe sections are sealed.
A			Tank/pipe bent out of shape.	Any part of tank/pipe is noticeably bent out of shape.	Tank/pipe repaired or replaced to design. Contact a professional engineer for evaluation.
M, S	Manhole		Cover not in place.	Cover is missing or only partially in place. Any open manhole requires maintenance.	Manhole is closed.
A			Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than 1/2 inch of thread (may not apply to self-locking lids).	Mechanism opens with proper tools.

(Table continues)

**6. Maintenance Checklist for  
Closed Detention Systems (Pipes/Tanks) (Continued)**

<b>Frequency</b>	<b>Drainage System Feature</b>	<b>X</b>	<b>Problem</b>	<b>Conditions to Check For</b>	<b>Conditions That Should Exist</b>
A			Cover difficult to remove.	One maintenance person cannot remove lid after applying 80 pounds of lift. Intent is to keep cover from sealing off access to maintenance.	Cover can be removed and reinstalled by one maintenance person.
A			Ladder rungs unsafe	Maintenance person judges that ladder is unsafe due to missing rungs, misalignment, rust, or cracks.	Ladder meets design standards and allows maintenance persons safe access.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

**7. Maintenance Checklist for Control Structure/Flow Restrictor  
(Structure that controls rate at which water exits facility)**

<b>Frequency</b>	<b>Drainage System Feature</b>	<b>X</b>	<b>Problem</b>	<b>Conditions to Check For</b>	<b>Conditions That Should Exist</b>
M	Structure		Trash and debris (includes sediment)	Distance between debris buildup and bottom of orifice plate is less than 1½ feet	All trash and debris removed.
A			Structural damage	Structure is not securely attached to manhole wall and outlet pipe structure should support at least 1,000 pounds of up or down pressure.	Structure securely attached to wall and outlet pipe.
A				Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
A				Connections to outlet pipe are not watertight and show signs of rust.	Connections to outlet pipe are watertight; structure repaired or replaced and works as designed.
M				Any holes (other than designed holes) in the structure.	Structure has no holes other than designed holes.
M, S	Cleanout Gate		Damaged or missing	Cleanout gate is not watertight or is missing.	Gate is watertight and works as designed.
A				Gate cannot be moved up and down by one maintenance person.	Gates moves up and down easily and is watertight.
M, S				Chain leading to gate is missing or damaged.	Chain is in place and works as designed.
A				Gate is rusted over 50% of its surface.	Gate is repaired or replaced to meet design standards.

(Table continues)

**7. Maintenance Checklist for Control Structure/Flow Restrictor  
(Structure that controls rate at which water exits facility) (Continued)**

<b>Frequency</b>	<b>Drainage System Feature</b>	<b>X</b>	<b>Problem</b>	<b>Conditions to Check For</b>	<b>Conditions That Should Exist</b>
M, S			Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
M, S	Overflow Pipe		Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

### 7a. Maintenance Checklist for Pump System

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M	Pump wet well		Trash and debris (includes sediment)	Probe for sediment and check for floating debris	All trash, debris, and sediment to be removed.
M	Pump float switches		Red alarm light	Are the floats caught-up or intertwined.	Floats should hang freely and at the proper spacing.
M	Pumps		Pumps are kicking out	Check amp draw. If high, pull pump.	Full load amps should be less than 6.9 amps.
A	Pumps		Pumps are not pumping as they should.	Pull pump and check oil reservoir to see if there is water.	Replace oil annually and seals and/or bearing if necessary.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

### 8. Maintenance Checklist for Energy Dissipaters

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
A	Rock Pad		Missing or moved rock	Only one layer of rock exists above native soil in area 5 square feet or larger, or any exposure of native soil.	Replace rocks to design standard.
A	Rock-filled trench for discharge from pond		Missing or moved rock	Trench is not full of rock.	Add large rock (+30 lb. each) so that rock is visible above edge of trench.
M	Dispersion Trench		Pipe plugged with sediment	Accumulated sediment that exceeds 20% of the design depth.	Pipe cleaned/flushed.
M			Perforations plugged	More than half of the perforations in the pipe are plugged with debris and sediment.	Clean or replace perforated pipe.
M, S			Not discharging water properly	Visual evidence of water at concentrated points along trench (normal condition is a "sheet flow" of water along trench). Intent is to prevent erosion damage.	Trench must be redesigned or rebuilt to standard. Elevation of lip of trench should be the same (flat) at all points.
M, S			Water flows out top of "distributor" catch basin	Maintenance person observes water flowing out during any storm less than the design storm or it is causing or appears likely to cause damage.	Facility must be rebuilt or redesigned to standards. Pipe is probably plugged or damaged and needs replacement.
M, S			Receiving area over-saturated.	Water in receiving area is causing or has potential of causing landslide.	Stabilize slope with grass or other vegetation, or rock if condition is severe.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

**9. Maintenance Checklist for  
Fencing/Shrubbery Screen/Other Landscaping**

<b>Frequency</b>	<b>Drainage System Feature</b>	<b>X</b>	<b>Problem</b>	<b>Conditions to Check For</b>	<b>Conditions That Should Exist</b>
M	General		Missing or broken parts/dead shrubbery	Any debris in the fence or screen that permits easy entry to a facility.	Fence is mended or shrubs replaced to form a solid barrier to entry.
M, S			Erosion	Erosion has resulted in an opening under a fence that allows entry by people or pets.	Replace soil under fence so that no opening exceeds 4 inches in height.
M			Unruly vegetation	Shrubbery is growing out of control or is infested with weeds.	Shrubbery is trimmed and weeded to provide appealing aesthetics. Do not use chemicals to control weeds.
A	Wire fences		Damaged parts	Posts out of plumb more than 6 inches.	Posts plumb to within 1 1/2 inches of plumb.
A				Top rails bent more than 6 inches.	Top rail free of bends greater than 1 inch.
A				Any part of fence (including posts, top rails, and fabric) more than 1 foot out of design alignment.	Fence is aligned and meets design standards.
A				Missing or loose tension wire.	Tension wire in place and holding fabric.
A				Missing or loose barbed wire that is sagging more than 2 1/2 inches between posts.	Barbed wire in place with less than 3/4-inch sag between posts.
A				Extension arm missing, broken, or bent out of shape more than 1 1/2 inches.	Extension arm in place with no bends larger than 3/4 inch.

(Table continues)



**9. Maintenance Checklist for  
Fencing/Shrubbery Screen/Other Landscaping (Continued)**

<b>Frequency</b>	<b>Drainage System Feature</b>	<b>X</b>	<b>Problem</b>	<b>Conditions to Check For</b>	<b>Conditions That Should Exist</b>
A			Deteriorated paint or protective coating.	Part or parts that have a rusting or scaling condition that has affected structural adequacy.	Structurally adequate posts or parts with a uniform protective coating.
M			Opening in fabric.	Openings in fabric are such that an 8-inch-diameter ball could fit through.	No openings in fabric.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

### 10. Maintenance Checklist for Grounds (Landscaping)

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M	General		Weeds (nonpoisonous)	Weeds growing in more than 20% of the landscaped area (trees and shrubs only).	Weeds present in less than 5% of the landscaped area.
M			Safety hazard	Any presence of poison ivy or other poisonous vegetation or insect nests.	No poisonous vegetation or insect nests present in landscaped area.
M, S			Trash or litter	See Ponds Checklist	See Ponds Checklist
M, S			Erosion of Ground Surface	Noticeable rills are seen in landscaped areas.	Causes of erosion are identified and steps taken to slow down/spread out the water. Eroded areas are filled, contoured, and seeded.
A	Trees and shrubs		Damage	Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub.	Trim trees/shrubs to restore shape. Replace trees/shrubs with severe damage.
M				Trees or shrubs that have been blown down or knocked over.	Replant tree, inspecting for injury to stem or roots. Replace if severely damaged.
A				Trees or shrubs which are not adequately supported or are leaning over, causing exposure of the roots.	Place stakes and rubber-coated ties around young trees/shrubs for support.

Key:  
 A = Annual (March or April preferred)  
 M = Monthly (see schedule)  
 S = After major storms.

Comments:

## EXHIBIT 2

### POLLUTION SOURCE CONTROL PROGRAM

#### What Are Pollution Source Controls, and Why Are They Needed?

Pollution source controls are actions taken by a person or business to reduce the amount of pollution reaching surface and ground waters. Controls, also called “best management practices” (BMPs), include:

- Altering the activity (e.g., substitute non-toxic products, recycle used oil, reroute floor drains to sanitary sewer from storm sewer).
- Enclosing or covering the activity (e.g., building a roof)
- Segregating the activity (e.g., diverting runoff away from an area that is contaminated)
- Routing runoff from the activity to a treatment alternative (e.g., to a wastewater treatment facility, sanitary sewer, or stormwater treatment area).

Pollution source controls are needed because of the contamination found in runoff from commercial areas and the effect of this contamination on aquatic life and human health. Research on urban runoff in the Puget Sound area and elsewhere has found oil and grease, nutrients, organic substances, toxic metals, bacteria, viruses, and sediments at unacceptable levels. Effects of contaminated runoff include closure of shellfish harvesting areas and swimming areas, mortality of young fish and other aquatic organisms, tumors on fish, and impairment of fish reproduction.

#### MATERIALS USED AND WASTES GENERATED

The primary concern is runoff from parking areas. Stormwater from parking lots will contain undesirable concentrations of oil and grease, suspended particulates, and metals such as lead, cadmium, and zinc. It will also contain the organic byproducts of engine combustion. Some also produce Dangerous Wastes, for example, hospitals, nursing homes, and other medical services. These materials are stored within the building until disposal.

#### REQUIRED ACTIONS

The following actions shall be taken to ensure that pollution generated on site shall be minimized:

1. Warning signs (e.g., “Dump No Waste—Drains to Stream”) shall be painted or embossed on or adjacent to all storm drain inlets. They shall be repainted as needed.
2. Parking lots shall be swept when necessary to remove debris and, at a minimum, twice a year. Use of newer model high-velocity vacuum sweepers is recommended as they are more effective in removing the more harmful smaller particles from paved surfaces.
3. Sediment removed from ponds/catch basins shall be disposed of in a proper manner. Contact the City for instruction prior to completing this task.

4. No activities shall be conducted onsite that are likely to result in short-term high-concentration discharge of pollution to the stormwater system. Such activities may include, but are not limited to vehicle washing, vehicle maintenance, and cleaning of equipment used in the periodic maintenance of buildings and paved surfaces.
5. Employees shall receive basic instruction regarding the control of pollution from commercial operations. Contact the Public Services Department at (253) 862-8602.
6. Medical offices with high volume customer contacts have potential to influence individuals' water quality practices. Owners are encouraged to have informational brochures provided by the City (see Item 5 above) available in waiting rooms.