Community Development Committee
January 6, 2015 Scheduled Meeting

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

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

Roll Call:  Attendees:
Chairperson Donn Lewis  Public Works Director, Dan Grigsby
Councilmember James Rackley  Community Development Director, John Vodopich
Councilmember Randy McKibbin

I. Discussion/Presentation:

II. New Business/Action Items:

pg.2 1. Approval of December 02, 2014 CDC Meeting Notes.

pg.4 2. AB15-09, Resolution 2430, Developers Extension Agreement with Isola Capital Management

pg.18 3. AB15-10, Motion to Accept as Complete the Sewer Manhole Rehabilitation- 2013/2014 Project with NWCW, LLC.

III. Actions Under Development by Staff:

1. Ordinance – Residential and Commercial Frontage Maintenance Responsibilities in the City Right of Way.
3. Street Light Conversion to LED fixtures/lamps.
4. Outsource Grinder Pump Service (March 2015). Research cost to individual grinder pump customer. Determine whether this service could be extended to property owners with private grinder pumps. What would be the cost to customers to outsource this work?

This CDC meeting was adjourned at P.M.
Community Development Committee  
December 2, 2014 Scheduled Meeting

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

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

Roll Call:
Chairperson Donn Lewis
Councilmember James Rackley
Councilmember Randy McKibbin

Attendees:
Public Works Director, Dan Grigsby
Community Development Director, John Vodopich
Asst. Public Works Director, Charlie Simpson
Senior Planner, Jason Sullivan

I. Discussion/Presentation:
1. Grinder Pump Monthly Service Charge - Charlie Simpson described the method used to calculate the grinder pump surcharge. Council member Rackley asked that more details be provided to ensure that all possible costs were being charged. He asked if this service could be extended to all customers with privately owned grinder pumps. Director Grigsby stated that providing this service during power outages would require more than one additional FTE with additional equipment. He also indicated that while the number of additional FTEs could be calculated for one point in time, he would be concerned that as new private grinder pumps were added that additional staffing would not occur. Director Grigsby indicated that this kind of service would lend itself to a contract; however, that due to standby charges for emergency services, that the charge to customers would probably increase significantly. Councilmember Rackley requested that the options be evaluated and a report be provided to CDC in early 2015. Director Grigsby suggested this report be presented in a March 2015 CDC meeting and this was accepted by the CDC with the addition of this action to the list of Actions Under Development below. For 2015, the current surcharge rate ($18 per month) will remain in effect. Charlie will return in March 2015 with the requested report.

II. New Business/Action Items:
1. Approval of November 04, 2014 CDC Meeting Notes. Approved as written.
2. AB14-86, Resolution 2394, Awarding the Construction Contract for the SR410 Pedestrian Improvements MP 13.91 to WHH Nisqually Federal Services, LLC. One comment was that the Vicinity Map showed the City of Sumner being six miles away from the project site, which is incorrect. Future contract document vicinity maps need to show the actual distance. CDC asked if the City had worked with this contractor before and whether or not the company was qualified to do this work. Director Grigsby indicated that staff had reviewed this issue, met with the contractor, and found the contractor had satisfactorily performed similar work previously. In these contracts both WSDOT and L&I indicated there were no
problems or very minor problems with the contractor. City staff will closely monitor this project to ensure that the contract fully complies with the plans, specifications, and relevant design standards. Also, due to the nature of this contract there will be both road and bridge inspectors on site to ensure compliance with the contract. CDC members moved this action forward to the 9 December 2014 City Council meeting on the consent agenda.

3. AB14-87, Resolution 2395, Awarding the Construction Survey & Staking Contract for the SR410/Pedestrian Improvements MP 13.91 Project to Parametrix. CDC members moved this action forward to the 9 December 2014 City Council meeting on the consent agenda.

4. AB14-88, Resolution 2396, Awarding the Construction Management Contract for the SR410/ Pedestrian Improvements MP 13.91 Project to SCJ. CDC members moved this action forward to the 9 December 2014 City Council meeting on the consent agenda.

5. AB14-146 – Accepting the Lakeridge 2 Water Main Extension with Archer Construction, Inc. as Complete. CDC members moved this action forward to the 9 December 2014 City Council meeting on the consent agenda.

III. Actions Under Development by Staff:

1. Ordinance – Residential and Commercial Frontage Maintenance Responsibilities in the City Right of Way.


3. Street Light Conversion to LED fixtures/lamps.

4. Outsource Grinder Pump Service (March 2015). Research cost to individual grinder pump customer. Determine whether this service could be extended to property owners with private grinder pumps. What would be the cost to customers to outsource this work?

This CDC meeting was adjourned at 4:33 P.M.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<tr>
<td>CD / Cole Elliott</td>
<td>6 January 2015</td>
<td>AB15-09</td>
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<th>Ordinance/Resolution Number:</th>
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<tr>
<td>Resolution</td>
<td>2430</td>
<td>Donn Lewis</td>
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**Agenda Subject:** Developer Agreement between Isola Capital Management and the City.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Sewer And Water Developer Extension Agreement Between Isola Capital Management Llc And The City Of Bonney Lake For Park Place.

**Administrative Recommendation:**

**Background Summary:** The Developer's of Park Place Multifamily has requested the City provide installation observation along with testing observation for sewer and water mains at 7001 West Tapps Highway East.

**Attachments:** none

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<th>BUDGET INFORMATION</th>
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<td>Budget Amount</td>
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**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<th>Council Committee Review:</th>
<th>Community Development Date:</th>
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<tr>
<td></td>
<td>6 January 2015</td>
<td>Chair/Councilmember Donn Lewis</td>
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<td>Councilmember James Rackley</td>
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<td>Councilmember Randy McKibbin</td>
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Forward to: Consent Agenda: Yes No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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**APPROVALS**

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<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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<tr>
<td>John Vodopich</td>
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RESOLUTION NO. 2430

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A SEWER DEVELOPER EXTENSION AGREEMENT WITH ISOLA CAPITAL MANAGEMENT LLC FOR THE PARK PLACE.

Whereas, Park Place is a 16 building with 92 residential units located at 7011 West Tapps Highway, in the City of Bonney Lake, Washington. This project is within the city limits and within Bonney Lake’s sewer and water service areas; and

Whereas, The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for sewer and water improvements to the City’s system; and

Whereas, The City Council finds that it is in the public interest that this agreement be carried out at this time;

Now therefore, be it resolved;

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Sewer and Water Developer Extension Agreements with Isola Capital Management LLC for the Park Place Multi-Family project.

PASSED by the City Council this ___ day of January, 2015

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
Kathleen Haggard, City Attorney
SEWER DEVELOPER’S EXTENSION AGREEMENT
PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as “City”, and Isola Capital Management, LLC 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:

   Park Place, 7001 West tapps Highway East

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

2. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed sewer system, or additions thereto, within said premises in conformance with the City’s Development Policies and Public Works Design Standards, as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City’s comprehensive sewer plan, which agreement shall include oversizing of sewer mains as may be identified in the City’s adopted sewer comprehensive plan.

3. The developer agrees that the construction of the sewer system, or additions thereto, shall not commence until the following conditions have been fulfilled:

   a. The developer shall furnish the City with six (6) sets of detailed plans for the sewer system, or additions thereto, at Developer’s own expense, prepared by a qualified engineer licensed in the State of Washington.

   b. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer’s own expense.

   c. Sewer system plans have been submitted, reviewed, and approved as required by the Public Works Standards:
(1) Six (6) sets of all plans and documents shall be submitted, wherein two (2) sets will be returned to the applicant.

(2) A preliminary plat of the area in which said sewer system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.

(3) A map showing the location of the plat in relation to the surrounding area.

(4) Specifications sufficient to fully describe the work, consistent with City’s Development Policies and Public Works Design Standards.

(5)Approvals from all regulatory agencies.

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

(1) Unless otherwise approved in writing by the City, all streets and/or roadways shall be graded to within 6 inches of final grade before installation of sewer improvements.

(2) All lots shall be fully staked to assist all parties involved in the proper location of the sewer system including services.

(3) All structures shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to “approval construction drawings” may be warranted and required by the City based on actual local field conditions.

(4) All contractors and subcontractors shall have a current Washington State Contractors License.

(5) The Developer’s sewer system, or additions thereto, on Premises shall not be connected to the City sewer system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.

e. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term “damages” applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

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

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

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

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

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

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

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

4. The construction of the Developer’s sewer system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform to the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on his construction schedule during the various construction phases as requested by the City. The Developer further agrees to reimburse the City for all engineering fees and expenses incurred by the City for such supervision.
5. The Developer's sewer system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:

a. Submit to the City in AutoCAD format, latest revision (unless otherwise approved by the City), the computer file supplied on a CD accompanied by the original Mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.

b. Payment of all permit fees and equivalent assessment charges and any other applicable City charges required for Premises.

c. Payment of all plan check and inspection fees.

d. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City, prior to recording of same. The proponent shall pay all the necessary recording fees.

e. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.

f. Furnish the City with a Bill of Sale conveying the sewer system to the City, which shall include a 2-year guarantee that the sewer system shall be free of defects in labor and materials. Form shall be as prescribed by the City.

6. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.

7. Upon performing all requirements, including those as set forth in Paragraph 5 above, the City shall accept the sewer system, and agree therewith to operate and maintain said system.

SUBMITTED this 4th day of December, 2014.

DEVELOPER: [Signature]

[Company Name]

Printed Name

[Member]

Address

Seattle, WA 98134

City State Zip

Phone No. 206-737-9684 Fax No. 206-737-1339
CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

Accepted this _______ day of _________________________, 20____.

________________________________________
Director of Public Works

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT #1A

PLAT NAME: Park Place

DEVELOPER: Isola Capital Management, LLC

LEGAL DESCRIPTION: See Attached
Legal Description Revised Parcel A

Beginning at the quarter corner common to Sections 27 and 28, Township 20 North Range 5 East of the W.M. being the True Point of Beginning; thence South 89°38'27" East, a distance of 36.71 feet to the westerly margin of Church Lake County Road as shown on the Plat of Church Lake Waterfront Tracts-Division No. 1, Town of Bonney Lake, as per Plat recorded in Volume 22 of Plats, Pages 1 to 4, records of Pierce County Auditor; thence North 02°04'05" East, a distance of 442.81 feet along the westerly margin of said Church Lake County Road to the beginning of a curve tangent to said line; thence northerly a distance of 90.41 feet along the curve concave to the west, having a radius of 1315.00 feet and a central angle of 3°56'21"; thence North 87°40'42" West leaving the margin of said Church Lake County Road, a distance of 146.19 feet; thence North 02°04'05" East, a distance of 130.03 feet; thence North 87°41'13" West, a distance of 180.00 feet; thence South 02°04'05" West, a distance of 665.21 feet; thence South 87°50'24" East, a distance of 292.60 feet to the Point of Beginning.

AND

The Northerly 36.19' of Lot 21 and the Southerly 160' of Lot 20 Church Lake Waterfront Tracts Division 1 recorded in Book 22 of Plats, Pages 1 to 4, in Pierce County Washington.

Legal Description Revised Parcel B

Lot 1 of Short Plat 8404130220, filed with the Pierce County Auditor.
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 Isola Capital Management, LLC hereinafter referred to as “Developer”:

WITNESSETH: That whereas the City of Bonney Lake, a municipal corporation, provides water service within the corresponding water service area boundary, and the above-named Developer is preparing to construct a water system, or additions thereto, and said development requires the City’s Water Service;

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

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:

   Park Place, 7001 West Tapps Highway East

   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-buil t 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 44th day of December 2014.

DEVELOPER: Signature Date: 12/4/14

ISL A CAPITAL MANAGEMENT, LLC

COLT BOEHNE

Printed Name

Member

Company Title (as applicable)

1518 1st Ave S. Ste. 301

Address

Seattle WA 98124

City State Zip

Phone No. 206-737-9684 Fax No. 206-260-1339

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

Accepted this ______ day of _______________________, 20____.

______________________________
Director of Public Works

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT #1A

PLAT NAME: _________________________________

DEVELOPER: _________________________________

LEGAL DESCRIPTION: _________________________________

______________________________
City of Bonney Lake
2008 Development Policies
and Public Works Design Standards

Section 800 – Water Developer’s Extension Agreement
January 2008
Page 5 of 5
Legal Description Revised Parcel A

Beginning at the quarter corner common to Sections 27 and 28, Township 20 North Range 5 East of the W.M. being the True Point of Beginning; thence South 89°38'27" East, a distance of 36.71 feet to the westerly margin of Church Lake County Road as shown on the Plat of Church Lake Waterfront Tracts-Division No. 1, Town of Bonney Lake, as per Plat recorded in Volume 22 of Plats, Pages 1 to 4, records of Pierce County Auditor; thence North 02°04'05" East, a distance of 442.81 feet along the westerly margin of said Church Lake County Road to the beginning of a curve tangent to said line; thence northerly a distance of 90.41 feet along the curve concave to the west, having a radius of 1315.00 feet and a central angle of 3°56'21"; thence North 87°40'42" West leaving the margin of said Church Lake County Road, a distance of 146.19 feet; thence North 02°04'05" East, a distance of 130.03 feet; thence North 87°41'13" West, a distance of 180.00 feet; thence South 02°04'05" West, a distance of 665.21 feet; thence South 87°50'24" East, a distance of 292.60 feet to the Point of Beginning.

AND

The Northerly 36.19' of Lot 21 and the Southerly 160' of Lot 20 Church Lake Waterfront Tracts Division 1 recorded in Book 22 of Plats, Pages 1 to 4, in Pierce County Washington.

Legal Description Revised Parcel B

Lot 1 of Short Plat 8404130220, filed with the Pierce County Auditor.
**Agenda Item #3**

**City of Bonney Lake, Washington**

**City Council Agenda Bill (AB)**

<table>
<thead>
<tr>
<th>Department/Staff Contact: Public Works / Marlyn Campbell</th>
<th>Meeting/Workshop Date: 13 January 2015</th>
<th>Agenda Bill Number: AB15-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Item Type: Motion</td>
<td>Ordinance/Resolution Number:</td>
<td>Councilmember Sponsor: Randy McKibbin</td>
</tr>
</tbody>
</table>

**Agenda Subject:** Accept Sewer Manhole Rehabilitation- 2013/14 contract with NWCW, LLC as Complete

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Sewer Manhole Rehabilitation- 2013/14 Project With Nwcw, Llc.

**Administrative Recommendation:**

**Background Summary:** Resolution 2144 dated August 16, 2011 awarded this construction contract to NWCW, LLC for the Sewer Manhole Rehabilitation project. This Resolution approved the contract with the option of two one-year extensions. This contract repairs and improves Utility Manholes throughout the City that have various deficiencies including structural, I & I, safety, and cleanliness. This completion marks the third successful year of utilizing a construction contract with Indefinite Delivery Quantities (IDQ).

See attached Project Completion Report for detailed information on this project. As this is the final year of this IDQ contract attached is a final summary of the three year project. As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

**Attachments:** Project Completion Report, Notice of Completion of Public Works Contract and 6 photos of 2 manholes from project, before (2) and after (4). 3 Year Final Completion Report

---

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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</tbody>
</table>

**Budget Explanation:** Release of Retainage in the amount of $6,965.75

---

**COMMITTEE, BOARD & COMMISSION REVIEW**

<table>
<thead>
<tr>
<th>Council Committee Review: Community Development</th>
<th>Approvals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: 6 January 2015</td>
<td>Chair/Councilmember Donn Lewis</td>
</tr>
<tr>
<td></td>
<td>Councilmember Randy McKibbin</td>
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<tr>
<td></td>
<td>Councilmember Jim Rackley</td>
</tr>
</tbody>
</table>

**Forward to:**

**Consent Agenda:**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</thead>
</table>

**Commission/Board Review:**

**Hearing Examiner Review:**

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**COUNCIL ACTION**

<table>
<thead>
<tr>
<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Meeting Date(s):</th>
<th>Tabled to Date:</th>
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</thead>
<tbody>
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</tbody>
</table>

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*Public Works/01 City Projects/01 Current City Projects/IDQ Sewer Manhole Rehabilitation Services/2013-2014/Project Completion/AB15-10 Motion to Accept as Complete Sewer Manhole Rehabilitation 2013-2014 dx*

*Version Oct. 2010*
<table>
<thead>
<tr>
<th>APPROVALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director: Dan Grigsby</td>
</tr>
<tr>
<td>Mayor:</td>
</tr>
<tr>
<td>Date Reviewed by City Attorney:</td>
</tr>
<tr>
<td>(if applicable):</td>
</tr>
</tbody>
</table>
PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: Sewer Manhole Rehabilitation - 2013/14

Project Financing Summary:

Project Revenue Sources:
- Budget Authorized by City Council: $151,500
- City Fund Source(s): Sewer- SDC 145,000
- Total Project Budget Utilized: $151,575

Project Expenditures:

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Cost</th>
<th>Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Study</td>
<td>N/A</td>
<td>$0</td>
</tr>
<tr>
<td>Design</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Construction</td>
<td>$151,500</td>
<td>$151,575</td>
</tr>
</tbody>
</table>

Engineer's Estimate = N/A

Low Quote/Contract = $151,500
Contingency - 10% = $0
Field Engineering Services - 5% = $0

Total Project Cost = $151,575

Total Budget for construction = $151,575
Actual Over Budget = $75

Actual Revenue Sources utilized for project:
- Budget Authorized by City Council: $151,500
- Actual City Funds utilized: Sewer- SDC 151,575

2013/2014 Summary of Manhole’s Rehabilitation
- Total Manholes: 65
- Manhole Cleaning & Lining Preparation: 608 Feet
- Lining of Manholes with Raven 405 Liner system: 6 Feet
- Installation/Replacement of manhole bench & inverts: 3.0 cubic yards
- Reseal inflow/outflow pipe(s): 134 each
- Chemically Seal Manhole Infiltration Points: 141 each
- Traffic Control: 139 hours
- Mobilization: $6,200
Planning

Comprehensive Facilities Plan Approved by City Council: N/A
Study Required: N/A
FY Funding in Budget: N/A
Study Contract NTP Date: N/A
Study Contract Completion Date: N/A

Planning Actual Total = $0

Design

Date RFP Issued: N/A
Design Contract Award Date: N/A
Design Contract Completion Date: Scope of work developed by staff $0
Design Consultant(s):

Scope of Work Changes:
1
2

Change Order Summary:
1

Construction

Date of Advertisement: 7/27/2011
RFQ Opening Date: 8/10/2011
Engineer’s Estimate: N/A
Contract amount for annual extension: $185,000
Contract Award Date: 8/29/2013 - 3rd Annual Option for extension
Contract Completion Date: 9/19/2014
Closeout Date: 

Construction Actual Total = $151,575

Construction Actual Total = $151,575

PW Infrastructure Addition(s):
Not Applicable
NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 602 813 492
Date: 12/26/2013

<table>
<thead>
<tr>
<th>Name &amp; Address of Public Agency</th>
<th>Department Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bonney Lake</td>
<td>Assigned to:</td>
</tr>
<tr>
<td>19306 Bonney Lake Blvd.</td>
<td>Date Assigned:</td>
</tr>
<tr>
<td>Bonney Lake, WA 98391</td>
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<tr>
<td>UBI Number: 277000893</td>
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</tbody>
</table>

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

**Project Name**: Sewer Manhole Rehabilitation- 2013/14

**Description of Work Done/Include Jobsite Address(es)**
Sewer Manhole Rehabilitation- 2013/14 services - wall cleaning, grout patching and relining of approx twenty 48-inch diameter manholes as outline by the City. This contract period provided 70 manholes for rehabilitation.

Federally funded road transportation project? ☑ Yes    ☐ No

**Contractor's Name**: NWCW, LLC
**Telephone Number**: 253-210-5098
**Affidavit ID**: 468862

**Contractor Address**: PO Box 908, Spanaway, WA 98387

**If Retainage is Bonded, List Surety's Name (or attach a copy)**

**Surety Agent's Address**

<table>
<thead>
<tr>
<th>Date Contract Awarded</th>
<th>Date Work Commenced</th>
<th>Date Work Completed</th>
<th>Date Work Accepted</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/29/13</td>
<td>9/23/13</td>
<td>9/9/14</td>
<td>Council action scheduled-12/9/14</td>
</tr>
</tbody>
</table>

**Contract Amount**: $133,272.06
**Additions (+)**: $6,042.94
**Reductions (-)**: $0

**Sub-Total**: $139,315.00

**Amount of Sales Tax Paid at 8.800%**: $12,259.72

**TOTAL**: $151,574.72

**Liquidated Damages**: $0
**Amount Disbursed**: $144,608.97
**Amount Retained**: $6,965.75

**NOTE**: These two totals must be equal

Please List all Subcontractors and Sub-tiers Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number: (Required)</th>
<th>Affidavit ID*</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Subcontractors</td>
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</tbody>
</table>

F215-038-000 07-2012
REV 31 0020e (07/06/12)
Please List all Subcontractors and Sub-tiers Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number: (Required)</th>
<th>Affidavit ID*</th>
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Comments:

Contact Name: Marilyn Campbell  
Email Address: campbellm@ci.bonney-lake.wa.us  
Title: PW Support Services Coordinator  
Phone Number: 253-447-4348

Please submit the completed form to all three agencies below. For a faster response, please submit by e-mail.

Washington State  
Department of Revenue  
Public Works Section  
PO Box 47474  
Olympia WA 98504-7474  
(360) 725-7588  
FAX (360) 684-4159  
PWC@dor.wa.gov

Washington State  
Department of Labor and Industries  
Contract Release  
PO Box 44274  
Olympia, WA 98504-4272  
(360) 902-5772  
FAX (360) 902-8897  
ContractRelease@lni.wa.gov

Washington State  
Employment Security Department  
Registration, Inquiry, Standards & Coordination Unit  
PO Box 9046  
Olympia WA 98507-9046  
(360) 902-9450  
Fax (360) 902-9287

For tax assistance or to request this document in an alternate format, visit http://dor.wa.gov or call 1-800-647-7706.  
Teletype (TTY) users may call (360) 705-6718.

F215-038-000 07-2012  
REV 31 0070e (07/06/12)  
Agenda Page 23 of 26
H5-19 Before

H5-19 After

H5-19 After
Close up
K4-83 Before

K4-83 After

K4-83 After Close up
PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: 3-Year Total Sewer Manhole Rehabilitation (Sept/2011 - Sept/2014)

Project Financing Summary:

Project Revenue Sources:
Combined Budget Authorized by City Council: $472,700
City Fund Source(s): Sewer- SDC 472,700
Total Project Budget Utilized= 467,371

Project Expenditures:
Study = N/A
Design = $0
Total Construction

Engineer's Estimate = N/A
Low Quote/Contract= $472,700 467,371
Contingency- 10%=
Field Engineering Services- 5% = $0 0

Total Project Cost = $467,371

Total Budget for construction=
Actual $472,700
Under Budget= $5,329

2011 - 2014 Summary of Manhole’s Rehabilitated
Total Manholes- 185
Manhole Cleaning & Lining Preparation- 2,004 Feet
Removal of Manhole Steps- 184 each
Lining of Manholes with Raven 405 Liner system- 6 Feet
Installation/Replacement of manhole bench & inverts- 8.5 cubic yards
Reseal inflow/outflow pipe(s)- 352 each
Chemically Seal Manhole Infiltration Points- 362 each
Traffic Control- 586 hours