

CITY COUNCIL MEETING

**March 24, 2009
7:00 P.M.**

AGENDA



"Where Dreams Can Soar"

The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.

Website: www.ci.bonney-lake.wa.us

SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: *If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address such items on the "Consent Agenda" should do so during the "Citizen Comments" portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before taking action. Please look for the sign-up sheets near the Council Chamber doorway. (See Item II B. for Citizen Comments on other items of City business.)*

I. CALL TO ORDER – Mayor Neil Johnson, Jr.

A. Flag Salute – Mayor Neil Johnson, Jr.

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Jim Rackley.

[Management Staff expected to be in attendance: City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

3. Presentations: [A 1.2]

a. **Proclamation in Support of the 2010 Federal Census.**

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the "Consent Agenda" should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.

C. Correspondence: [A 1.2]

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee
- B. Community Development Committee
- C. Public Safety Committee
- D. Other Reports

IV. CONSENT AGENDA:

The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

- A. **Approval of Corrected Minutes:** March 3, 2009 Council Workshop and March 10, 2009 Council Meeting.
- B. **Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #54796 thru #54845 (including wire transfer # 2262009) in the amount of \$686,845.11. Accounts Payable checks/vouchers #54846 in the amount of \$95.29 for utility account refunds. Accounts Payable checks/vouchers #54847 thru 54852 in the amount of \$311.21 for utility account refunds. Accounts Payable checks/vouchers #54853 thru 54939 (including wire transfer # 4492468) in the amount of \$143,341.91.
- C. **Approval of Payroll:** Payroll for March 1-15th, 2009 for checks 28082-28111 including Direct Deposits and Electronic Transfers in the amount of: \$ 387,580.83.
- D. **AB09-27 – Resolution 1916** – Authorizing a Renewed Contract for Access to County GIS Systems with Pierce County for a Term of 5 Years Starting January 1st 2009 Ending in December 31st 2013.
- E. **AB09-28 – Resolution 1917** – Authorizing a Renewed Subscription Agreement for Digital Orthophotography with Pierce County in the Amount of a Yearly Maintenance Fee of \$7,500.00 Per Year for a Term of Three Years.
- F. **AB09-39 – Resolution 1920** – Authorizing an Agreement with Bonney Lake Food Bank to Operate the Concession Stand at Allan Yorke Park for May 2009 until April 2010.
- G. **AB09-47 – Resolution 1925** – Authorizing a Construction Services Agreement with CTI Inc. to Remove Excess Dirt from the Future Public Works Maintenance Facility off of 96th Street East.
- H. **AB09-50 – Resolution 1926** – Authorizing a Professional Services Agreement with Stripe Rite, Inc. for the 2009 Street Striping Project.
- I. **AB09-52 – Resolution 1927** – Authorizing a Water Developer Extension Agreement with Lakeland East LLC for the Lakeland Planning Area 16 Developments.
- J. **AB09-53 – Resolution 1928** – Authorizing a Water Developer Extension Agreement with Lakeland East LLC for the Lakeland Planning Area 7 Development.
- K. **AB09-54 – Resolution 1930** – Authorizing a Water and Sewer Developer Extension Agreement with Mr. Bart Tracy for the Tracy Long Plat.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

- A. **AB09-38 – Ordinance D09-38** – Amending Section 19.04.050 of the Bonney Lake Municipal Code Relating to the Annual Adjustment of Transportation Impact Fees.
- B. **AB09-49 – Resolution 1929** – Adopting the Street Tree Master Plan as Complete.

IX. EXECUTIVE SESSION: Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

X. ADJOURNMENT

For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as soon as possible of the type of service or equipment needed.

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA

Action Item #3

COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 16, 2009

ORIGINATOR: Dan Grigsby

TITLE: PW Director

SUBJECT: A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a Water Developer Extension Agreement with Lakeland East LLC for Lakeland Planning Area 16.

Approve a Water Developer Extension Agreement for Lakeland Planning Area 16.

Lakeland Planning Area 16 consists of 85 single-family lots on a parcel that is located south of the Sumner-Tapps Highway in a portion of SW ¼, Section 5, Township 20 North, Range 5 East, W.M. This development is outside City limits, and within Bonney Lake's water service area.

The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water improvements to the City's system.

ORDINANCE/RESOLUTION:1927

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE FINANCE DIRECTOR _____

CITY ATTORNEY _____

| <u>2009 Budget Amount</u> | <u>Required Expenditure</u> | <u>Impact</u> | <u>Remaining Balance</u> |
|---------------------------|-----------------------------|---------------|--------------------------|
| | | N/A | |

Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

| | <u>DATE</u> | <u>APPROVED</u> | <u>DISAPPROVED</u> |
|-------------------------|----------------|--------------------|--------------------|
| James Rackley, Chairman | <u>3-16-09</u> | <u>Jim Rackley</u> | _____ |
| David Bowen | <u>3-16-09</u> | <u>David Bowen</u> | _____ |
| Dan Decker | <u>3-16-09</u> | <u>Dan Decker</u> | _____ |

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK

CITY ATTORNEY

Please schedule for City Council Meeting date of: March 24, 2009

Consent Agenda: Yes No

RESOLUTION 1927

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER DEVELOPER EXTENSION AGREEMENT WITH LAKELAND EAST LLC FOR THE LAKELAND PLANNING AREA 16 DEVELOPMENTS.

WHEREAS, Planning Area 16 is an 85 single family development, located south of Sumner Tapps Highway in the SW $\frac{1}{4}$ of Section 5, Township 20 North, Range 5 East, W.M., and this project is within Bonney Lake's water service area; and

WHEREAS The City of Bonney Lake requires that a developer has an approved Developer Extension Agreement for water system improvements to the City's system. 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 of Bonney Lake Council does hereby authorize the Mayor to sign the attached developer's extension agreement with Lakeland East LLC.

PASSED and adopted by the City Council this 24th day of March 2009.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



WATER DEVELOPERS AGREEMENT

PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and Lakeland East LLC, hereinafter referred to as "Developer".

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

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Developer agrees to design and/or construct the WATER system, or additions thereto, to be connected to the City's WATER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER system, or additions thereto, shall be located within that area commonly referred to as Area 21 - (Planning Area 16), which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".
- II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER plan, which agreement shall include oversizing of WATER mains as may be identified in the City's adopted WATER comprehensive plan or as approved by the City Engineer. As an additional condition to the City obligations under this agreement the developer shall:
 - A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.
 - B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.
- III. The developer agrees that the construction of the WATER system, or additions thereto, shall not commence until the following conditions have been fulfilled:
 - A. The developer shall furnish the City with five (5) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.

- B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.
- C. Minimum requirements for all plans for WATER system, or additions thereto, submitted to the City for review are:
 - 1. Five (5) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant. Additional sets may be required by the City.
 - 2. A preliminary plat of the area in which said WATER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.
 - 3. A map showing the location of the plat in relation to the surrounding area.
 - 4. A contour map of the plat with contour intervals of two feet or less.
 - 5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.
 - 6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
 - 7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.
 - 8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.
 - 9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".
 - 10. Approvals from all regulatory agencies.
- D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:
 - 1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER improvements.

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

The Developer agrees to 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 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

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

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

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

- IV. The construction, of the Developer's WATER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on

advance notice on his construction schedule during, the various construction phases as requested by the City.

- V. The Developer further agrees to deposit an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred plus 10% administrative costs, for such supervision. The City will pay for these bills out of the monies deposited. If the amount of money on deposit is depleted or reduced such that there is inadequate coverage for expected expenses, the City will stop work until the deposit account is adequate to cover expected expenses. Any accrued interest will be to the benefit of the City.
- VI. The Developer's WATER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:
 - A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
 - B. Payment of all permit fees and equivalent assessment changes and any other applicable City charges required for Premises.
 - C. Payment of all plan check and inspection fees.
 - D. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.
 - E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.
 - F. Furnish the City with a Bill of Sale conveying, the WATER system to the City.
 - G. Furnish a one year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the water system will be free of defects in labor and materials. Form to be prescribed by the City.
- VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.
- VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above , the City shall accept the water system, and agree therewith to operate and maintain said system.

IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this 28th day of January 2009
DEVELOPER: LAKELAND EAST LLC Date 1/29/09
Brian M. McCabe Signature
BRIAN M. McCABE Printed Name
VP Company Title (as applicable)
1302 Puyallup ST Address
Sumner WA 98039 City State Zip
Phone No. 253-826-5302 FAX No. 253-826-5303

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this ____ day of _____ 20____

Neil Johnson Jr., Mayor

CITY OF BONNEY LAKE

DEVELOPER AGREEMENT

EXHIBIT 'A'

PLAT NAME Area 21 - Planning Area 16

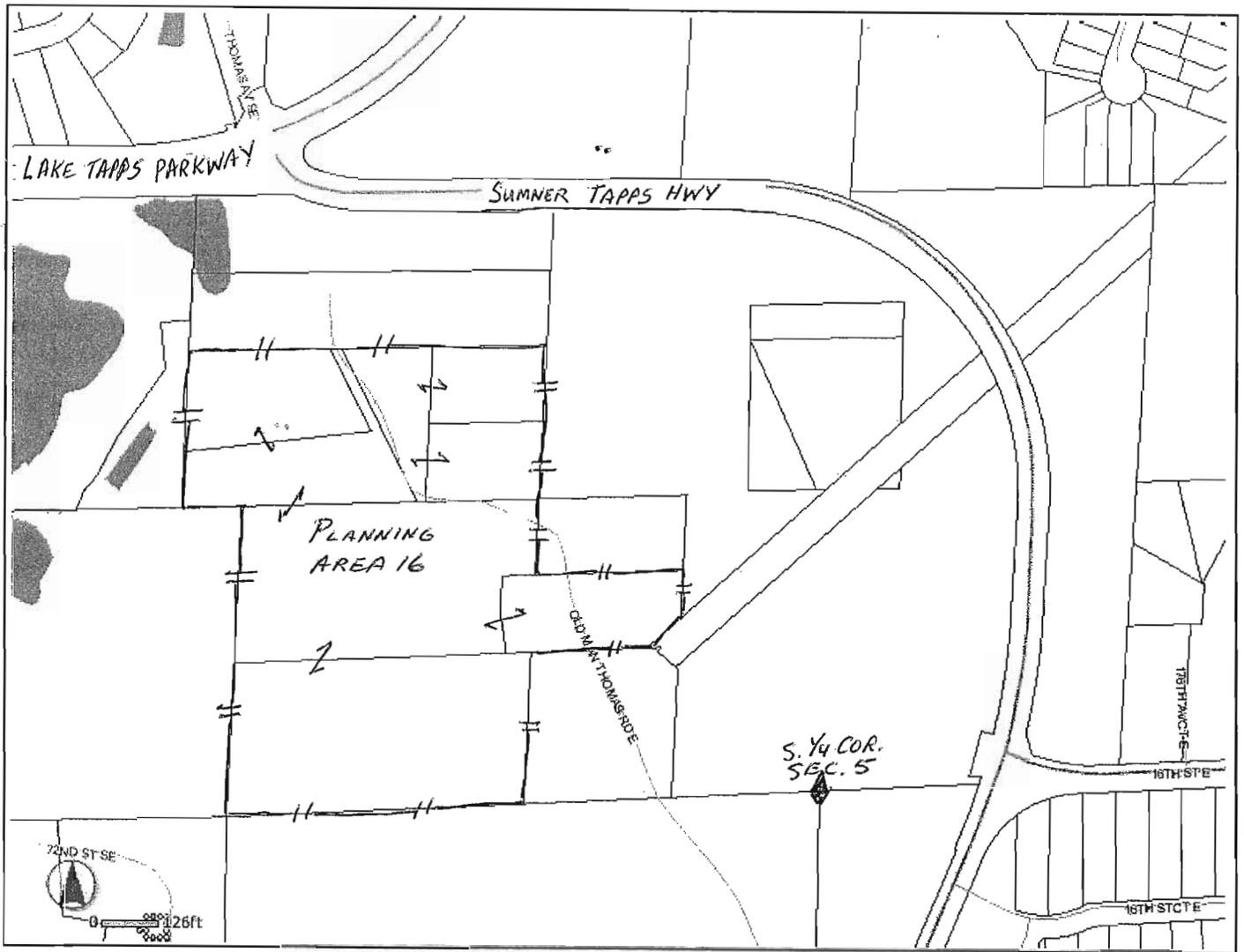
DEVELOPER: Lakeland East LLC

LEGAL DESCRIPTION: See attached Exhibit D

Lakeland Area 21 (Planning Area 16)

EXHIBIT C

Portions of SW ¼ Section 5, T. 20 N., R. 5 E., W.M.





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PUBLIC WORKS DEPARTMENT

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- I. Developer agrees to design and/or construct the WATER system, or additions thereto, to be connected to the City's WATER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER system, or additions thereto, shall be located within that area commonly referred to as Area 21 - (Planning Area 16), which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".
- II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER plan, which agreement shall include oversizing of WATER mains as may be identified in the City's adopted WATER comprehensive plan or as approved by the City Engineer. As an additional condition to the City obligations under this agreement the developer shall:
 - A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.
 - B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.
- III. The developer agrees that the construction of the WATER system, or additions thereto, shall not commence until the following conditions have been fulfilled:
 - A. The developer shall furnish the City with five (5) 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.
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 - 1. Five (5) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant. Additional sets may be required by the City.
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 - 3. A map showing the location of the plat in relation to the surrounding area.
 - 4. A contour map of the plat with contour intervals of two feet or less.
 - 5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.
 - 6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
 - 7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.
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 - 1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER improvements.

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

The Developer agrees to 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 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

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

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

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

- IV. The construction, of the Developer's WATER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on

advance notice on his construction schedule during, the various construction phases as requested by the City.

- V. The Developer further agrees to deposit an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred plus 10% administrative costs, for such supervision. The City will pay for these bills out of the monies deposited. If the amount of money on deposit is depleted or reduced such that there is inadequate coverage for expected expenses, the City will stop work until the deposit account is adequate to cover expected expenses. Any accrued interest will be to the benefit of the City.

- VI. The Developer's WATER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:
 - A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
 - B. Payment of all permit fees and equivalent assessment charges and any other applicable City charges required for Premises.
 - C. Payment of all plan check and inspection fees.
 - D. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.
 - E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.
 - F. Furnish the City with a Bill of Sale conveying, the WATER system to the City.
 - G. Furnish a one year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the water system will be free of defects in labor and materials. Form to be prescribed by the City.

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

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

IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this 28th day of January 2009
LAKELAND EAST LLC
DEVELOPER: Brian M. McCabe, VP Date 1/29/09
BRIAN M. McCABE Signature
Printed Name
V.P. LAND Investments
Company Title (as applicable)
1302 PUGALLUP ST
Address
Sumner WA 98390
City State Zip
Phone No. 253-826-5302 FAX No. 253-826-5303

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this _____ day of _____ 20____

Neil Johnson Jr., Mayor

CITY OF BONNEY LAKE

DEVELOPER AGREEMENT

EXHIBIT 'A'

PLAT NAME Area 21 - Planning Area 16

DEVELOPER: Lakeland East LLC

LEGAL DESCRIPTION: _____

See attached Exhibit D

Invested

Exh. A

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 4347338
Your No.:

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

PARCEL A:

THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE NORTH 10 ACRES OF SAID SUBDIVISION.

ALSO EXCEPT ROADS.

PARCEL B:

THE SOUTH 1 ACRE OF THE EAST 2 ACRES OF THE SOUTH 5 ACRES OF THE NORTH 10 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL C:

THE NORTH 1 ACRE OF THE EAST 2 ACRES OF THE SOUTH 5 ACRES OF THE NORTH 10 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL D:

ALL THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

TOGETHER WITH ALL THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 4347338
Your No.:

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5

THENCE SOUTH 87 DEGREES 42 MINUTES 00 SECONDS, WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 55.37 FEET;

THENCE NORTH 08 DEGREES 17 MINUTES 33 SECONDS WEST A DISTANCE OF 87.73 FEET;

THENCE NORTH 02 DEGREES 39 MINUTES 08 SECONDS EAST A DISTANCE OF 78.72 FEET;

THENCE NORTH 87 DEGREES 48 MINUTES 19 SECONDS EAST A DISTANCE OF 72.08 FEET TO THE EAST LINE OF SAID SUBDIVISION;

THENCE CONTINUING NORTH 87 DEGREES 48 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5 A DISTANCE OF 322.61 FEET TO THE EAST LINE THEREOF;

THENCE SOUTH 02 DEGREES 48 MINUTES 42 SECONDS WEST ALONG SAID EAST LINE OF SAID SUBDIVISION A DISTANCE OF 99.14 FEET TO THE NORTHWESTERLY BOUNDARY LINE OF THAT PORTION CONVEYED TO EL PASO NATURAL GAS CO. BY DEED PER AUDITOR'S FILE NO. 2412443;

THENCE SOUTH 47 DEGREES 08 MINUTES 50 SECONDS WEST ALONG SAID NORTHWESTERLY BOUNDARY A DISTANCE OF 101.83 FEET TO THE SOUTH LINE OF SAID SUBDIVISION;

THENCE ALONG SAID SOUTH LINE SOUTH 87 DEGREES 42 MINUTES 00 SECONDS WEST A DISTANCE OF 250.75 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL E:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 87°42'00" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 55.37 FEET;

THENCE NORTH 08°17'33" WEST A DISTANCE OF 87.73 FEET;

THENCE NORTH 02°39'08" EAST A DISTANCE OF 78.72 FEET;

THENCE NORTH 87°48'19" EAST A DISTANCE OF 72.08 FEET TO THE EAST LINE OF SAID SUBDIVISION;

THENCE SOUTH 02°39'08" WEST ALONG SAID LINE A DISTANCE OF 166.16 FEET TO

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 4347338
Your No.:

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

SAID SOUTHEAST CORNER AND THE POINT OF BEGINNING.

PARCEL F:

LOT 2, AS SHOWN ON SURVEY NO. 1313, FILED FOR RECORD JUNE 7, 1976 IN BOOK 14 OF SURVEYS AT PAGE 13, RECORDS OF PIERCE COUNTY AUDITOR.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL G:

LOT 1, AS SHOWN ON SURVEY NO. 1313, FILED FOR RECORD JUNE 7, 1976 IN BOOK 14 OF SURVEYS AT PAGE 13, RECORDS OF PIERCE COUNTY AUDITOR.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL H:

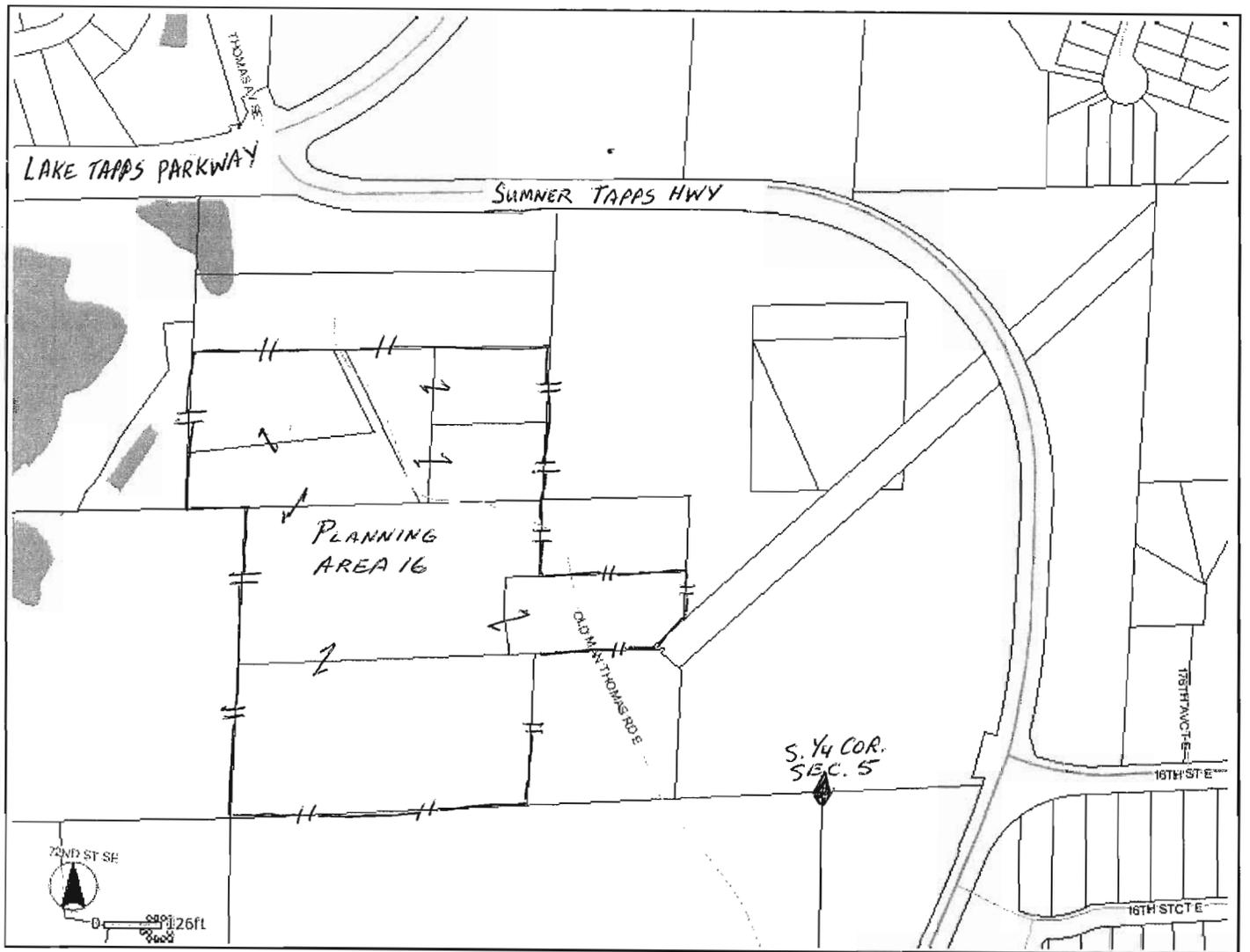
LOT 3, PIERCE COUNTY LARGE LOT NUMBER 1313, ACCORDING TO THE MAP THEREOF RECORDED JUNE 7, 1976 IN VOLUME 14 OF SURVEYS AT PAGE 13, RECORDS OF PIERCE COUNTY AUDITOR.

ALL PARCELS SITUATE IN THE CITY OF AUBURN, COUNTY OF PIERCE, STATE OF WASHINGTON.

Lakeland Area 21 (Planning Area 16)

EXHIBIT C

Portions of SW ¼ Section 5, T. 20 N., R. 5 E., W.M.



RESOLUTION 1928

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER DEVELOPER EXTENSION AGREEMENT WITH LAKELAND EAST LLC FOR THE LAKELAND PLANNING AREA 7 DEVELOPMENT.

WHEREAS, Planning Area 7 is a 30 unit multi-family development, located south of Sumner Tapps Highway in the SW ¼ and SE 1/4 of Section 5, Township 20 North, Range 5 East, W.M., and this project is within Bonney Lake's water service area; and

WHEREAS, The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water system improvements to the City's system. 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 of Bonney Lake Council does hereby authorize the Mayor to sign the attached developer's extension agreement with Lakeland East LLC.

PASSED and adopted by the City Council this 24th day of March 2009.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



WATER DEVELOPERS AGREEMENT

PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and Labeland Canning East LLC, hereinafter referred to as "Developer".

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

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Developer agrees to design and/or construct the WATER system, or additions thereto, to be connected to the City's WATER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER system, or additions thereto, shall be located within that area commonly referred to as Area 21 (Planning Area 7) which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".
- II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER plan, which agreement shall include oversizing of WATER mains as may be identified in the City's adopted WATER comprehensive plan or as approved by the City Engineer. As an additional condition to the City obligations under this agreement the developer shall:
 - A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.
 - B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.
- III. The developer agrees that the construction of the WATER system, or additions thereto, shall not commence until the following conditions have been fulfilled:
 - A. The developer shall furnish the City with five (5) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.

- B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.
- C. Minimum requirements for all plans for WATER system, or additions thereto, submitted to the City for review are:
 - 1. Five (5) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant. Additional sets may be required by the City.
 - 2. A preliminary plat of the area in which said WATER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.
 - 3. A map showing the location of the plat in relation to the surrounding area.
 - 4. A contour map of the plat with contour intervals of two feet or less.
 - 5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.
 - 6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
 - 7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.
 - 8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.
 - 9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".
 - 10. Approvals from all regulatory agencies.
- D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:
 - 1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER improvements.

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

The Developer agrees to 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 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

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

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

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

- IV. The construction, of the Developer's WATER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on

advance notice on his construction schedule during, the various construction phases as requested by the City.

- V. The Developer further agrees to deposit an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred plus 10% administrative costs, for such supervision. The City will pay for these bills out of the monies deposited. If the amount of money on deposit is depleted or reduced such that there is inadequate coverage for expected expenses, the City will stop work until the deposit account is adequate to cover expected expenses. Any accrued interest will be to the benefit of the City.
- VI. The Developer's WATER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:
 - A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
 - B. Payment of all permit fees and equivalent assessment charges and any other applicable City charges required for Premises.
 - C. Payment of all plan check and inspection fees.
 - D. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.
 - E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.
 - F. Furnish the City with a Bill of Sale conveying, the WATER system to the City.
 - G. Furnish a one year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the water system will be free of defects in labor and materials. Form to be prescribed by the City.
- VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.
- VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above , the City shall accept the water system, and agree therewith to operate and maintain said system.

IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this 28th day of January 2009

DEVELOPER: _____ Date 1/28/09

Signature

Ron Bowen

Printed Name

Development PM

Company Title (as applicable)

11624 SE 5th St

Address

Bellvue

City

WA

State

98005

Zip

Phone No. 425-586-7700 FAX No. 425-688-0500

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this _____ day of _____ 20____

Neil Johnson Jr., Mayor

CITY OF BONNEY LAKE

DEVELOPER AGREEMENT

EXHIBIT 'A'

PLAT NAME Area 21 (Planning area 7)

DEVELOPER: Lakeland Carriage

LEGAL DESCRIPTION: _____

See attached Exhibit C

Polygon

255 963 2695

Exh. A

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 4347337
Your No.:

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

PARCEL A:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

PARCEL B:

THE NORTH 5 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON;
THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, 132 FEET;
THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, 330 FEET;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION, 132 FEET TO THE EAST LINE THEREOF;
THENCE NORTH ALONG SAID EAST LINE, 330 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION FOR ADDITIONAL RIGHT OF WAY FOR LAKE TAPPS PARKWAY EAST/SUMNER-TAPPS HIGHWAY EAST EXTENTION, AS CONVEYED TO PIERCE COUNTY, UNDER INSTRUMENT RECORDED UNDER RECORDING NUMBER 9906250510.

PARCEL C:

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; ALL IN SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT NORTH TAPPS HIGHWAY (FOREST CANYON ROAD).

ALSO EXCEPT THAT PORTION CONVEYED TO EL PASO NATURAL GAS COMPANY BY DEED DATED SEPTEMBER 20, 1971, RECORDED SEPTEMBER 27, 1971, UNDER RECORDING NUMBER 2412443.

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 4347337
Your No.:

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

ALSO EXCEPT THE EAST 330 FEET OF THAT PORTION OF THE NORTH 405 FEET OF THE SOUTH 1,065 FEET OF THE SOUTH HALF OF SAID SECTION 5, LYING WEST OF THE BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY, AS GRANTED TO THE UNITED STATES OF AMERICA BY INSTRUMENT RECORDED FEBRUARY 24, 1941, UNDER RECORDING NUMBER 1274447.

ALSO EXCEPT THAT PORTION FOR ADDITIONAL RIGHT OF WAY FOR LAKE TAPPS PARKWAY EAST/SUMNER-TAPPS HIGHWAY EAST EXTENTION, AS CONVEYED TO PIERCE COUNTY, UNDER INSTRUMENT RECORDED UNDER RECORDING NUMBER 9906250510.

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO EL PASO NATURAL GAS COMPANY BY DEED DATED SEPTEMBER 20, 1971, RECORDED SEPTEMBER 27, 1971, UNDER AUDITOR'S FILE NO. 2412443.

PARCEL D:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 330 FEET OF THAT PORTION OF THE NORTH 330 FEET OF THE SOUTH 990 FEET OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING WEST OF THE BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY, AS GRANTED TO THE UNITED STATES OF AMERICA BY INSTRUMENT RECORDED FEBRUARY 24, 1941 UNDER RECORDING NUMBER 1274447; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID EAST 330 FEET, A DISTANCE OF 330 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID EAST 330 FEET, A DISTANCE OF 150 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE PLACE OF BEGINNING.

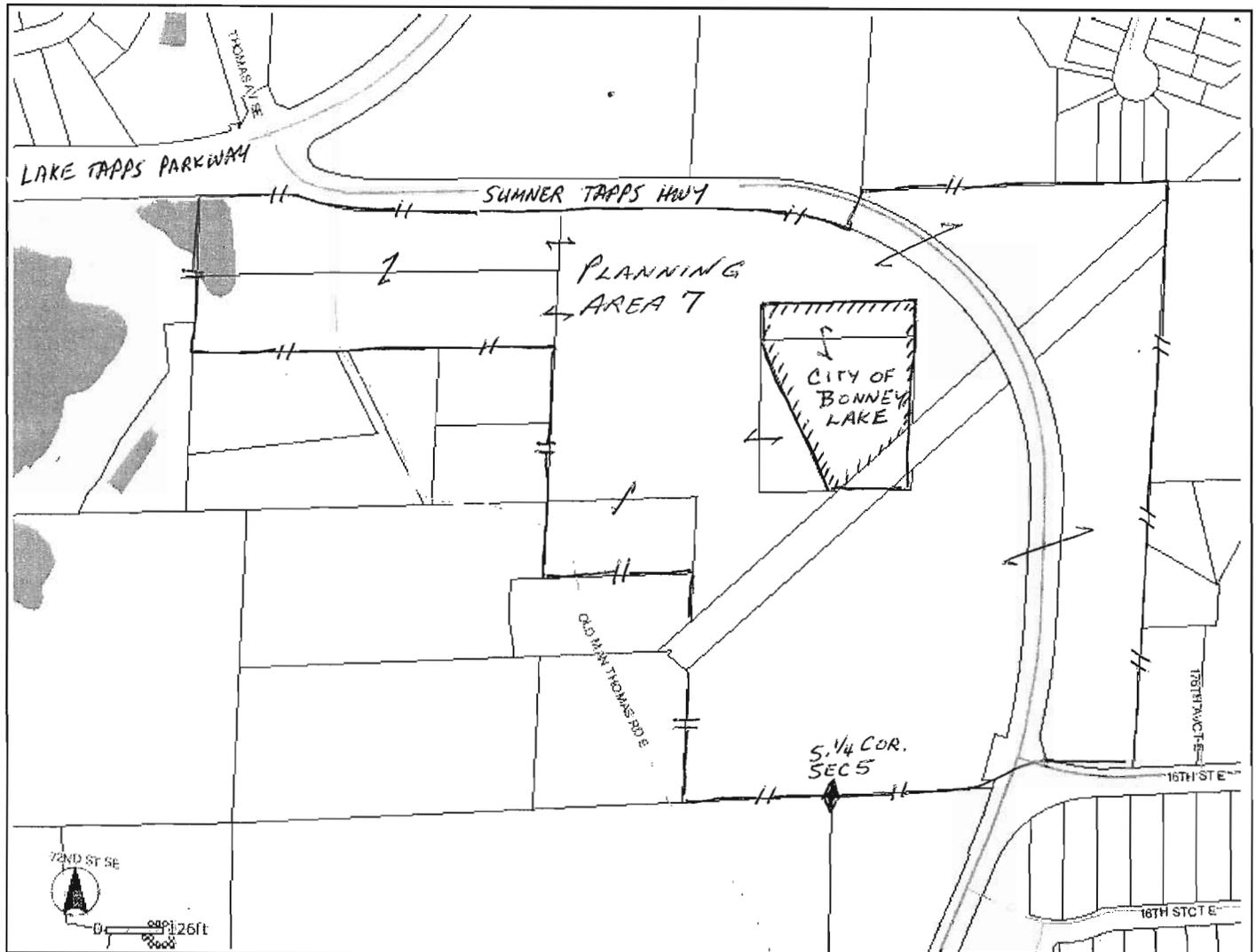
EXCEPT THEREFROM THAT PORTION CONVEYED TO EL PASO NATURAL GAS COMPANY BY DEED RECORDED SEPTEMBER 27, 1971 UNDER RECORDING NUMBER 2412443, RECORDS OF PIERCE COUNTY, WASHINGTON.

ALL PARCELS SITUATE IN THE CITY OF AUBURN, COUNTY OF PIERCE, STATE OF WASHINGTON.

Lakeland Area 21 (Planning Area 7)

EXHIBIT C

Portions of SW ¼ and SE ¼ Section 5, T. 20 N., R. 5 E., W.M.



**City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form**

| | | |
|--|---|---|
| <u>Department/Staff Contact:</u> John Woodcock-City Engineer | <u>Council/Wkshp Meeting Date:</u> March 24, 2009 | <u>Agenda Item Number</u> AB09-54 |
| <u>Ordinance Number:</u> | <u>Resolution Number:</u> 1930 | <u>Councilmember Sponsor:</u> |

| <u>BUDGET INFORMATON</u> | | | |
|----------------------------------|------------------------------------|-----------------------------|---------------------------------|
| <u>2009 Budget Amount</u> | <u>Required Expenditure</u> | <u>Impact</u> N/A | <u>Remaining Balance</u> |
| <u>Explanation:</u> | | | |

Agenda Subject: A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a Water and Sewer Developer Extension Agreement with Bart Tracy for the Tracy Plat.

Administrative Recommendation: Approve.

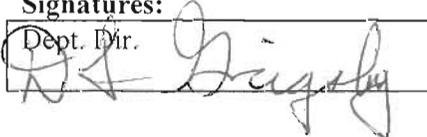
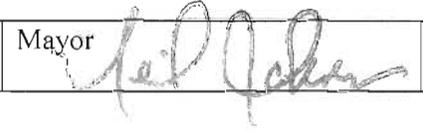
Background Summary: Approve a Water and Sewer Developer Extension Agreement for the Tracy Plat.
 The Tracy Plat consists of 11 single-family lots on a parcel that is 3.6 acres in size located east of SR 410 in a portion of the SW ¼ of Section 29 and the NW ¼ of Section 32, Township 20 North, Range 5 East, W.M. This plat is inside City limits, and within Bonney Lake's UGA therefore within Bonney Lake's water and sewer service area.
 The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water and sewer improvements to the City's system.

| | | |
|---|---------------------------------|---|
| <u>Council Committee Dates:</u> | <u>Commission Dates:</u> | <u>Board/Hearing Examiner Dates:</u> |
| Finance Committee: | Planning Commission: | Park Board: |
| Public Safety Committee: | Civil Service Commission: | Hearing Examiner: |
| Community Development & Planning Committee: | | |
| Council Workshop: | | |

Council Action:

| | |
|---------------------------|--|
| Council Call for Hearing: | Council Hearings Date: |
| Council Referred Back to: | Workshop: Committee |
| Council Tabled Until: | Council Meeting Dates: March 24, 2009 |

Signatures:

| | | |
|--|--|-----------------------------|
| Dept. Dir.  | Mayor  | Date City Attorney reviewed |
|--|--|-----------------------------|

Action Item #5

COMMUNITY DEVELOPMENT COMMITTEE

DATE: March 16, 2009

ORIGINATOR: Dan Grigsby

TITLE: PW Director

SUBJECT: : A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing a Water and Sewer Developer Extension Agreement with Bart Tracy for the Tracy Plat.

Approve a Water and Sewer Developer Extension Agreement for the Tracy Plat.

The Tracy Plat consists of 11 single-family lots on a parcel that is 3.6 acres in size located east of SR 410 in a portion of the SW ¼ of Section 29 and the NW ¼ of Section 32, Township 20 North, Range 5 East, W.M. This plat is inside City limits, therefore within Bonney Lake's water and sewer service area.

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

ORDINANCE/RESOLUTION: 1930

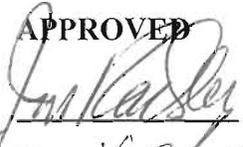
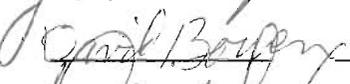
REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR _____
CITY ATTORNEY _____

2009 Budget Amount Required Expenditure Impact Remaining Balance

Explanation:

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

| | <u>DATE</u> | <u>APPROVED</u> | <u>DISAPPROVED</u> |
|-------------------------|----------------|--|--------------------|
| James Rackley, Chairman | <u>3-16-09</u> |  | _____ |
| David Bowen | <u>3-16-09</u> |  | _____ |
| Dan Decker | <u>3-16-09</u> |  | _____ |

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY

Please schedule for City Council Meeting date of: March 24, 2009

Consent Agenda: Yes No

RESOLUTION NO. 1930

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A WATER AND SEWER DEVELOPER EXTENSION AGREEMENT WITH MR. BART TRACY FOR THE TRACY LONG PLAT.

WHEREAS, the Tracy Plat is an 11 lot long plat, located east of SR 410 in the SW ¼ of Section 29 and the NW ¼ of Section 32, Township 20 North, Range 5 East, W.M., and this project is within Bonney Lake's water and sewer service area; and

WHEREAS, the City Council approved the preliminary plat for this development on April 8, 2008, AB08-75, Resolution 1822; and

WHEREAS The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water and sewer improvements to the City's system. 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 of Bonney Lake Council does hereby authorize the Mayor to sign the attached developer's extension agreement with Bart Tracy.

PASSED and adopted by the City Council this 24th day of March 2009.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



WATER & SEWER DEVELOPERS
AGREEMENT

PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and Bart Tracy, hereinafter referred to as "Developer".

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

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Developer agrees to design and/or construct the WATER & SEWER system, or additions thereto, to be connected to the City's WATER & 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 WATER & SEWER system, or additions thereto, shall be located within that area commonly referred to as Tracy Plat, which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises". *WATER PLAN EXHIBIT "B"*
SEWER PLAN EXHIBIT "C"
- II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER & SEWER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER & SEWER plan, which agreement shall include oversizing of WATER & SEWER mains as may be identified in the City's adopted WATER & SEWER comprehensive plan.
 - A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.
 - B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.
- III. The developer agrees that the construction of the WATER & SEWER system, or additions thereto, shall not commence until the following conditions have been fulfilled:
 - A. The developer shall furnish the City with three (3) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.

- B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.
- C. Minimum requirements for all plans for WATER & SEWER system, or additions thereto, submitted to the City for review are:
1. Three (3) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant.
 2. A preliminary plat of the area in which said WATER & SEWER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.
 3. A map showing the location of the plat in relation to the surrounding area.
 4. A contour map of the plat with contour intervals of two feet or less.
 5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.
 6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
 7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.
 8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.
 9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".
 10. Approvals from all regulatory agencies.
- D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:
1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER & SEWER improvements.

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

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

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

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

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

~~V. The Developer further agrees to deposit an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred plus 10% administrative costs, for such supervision. The City will pay for these bills out of the monies deposited. If the amount of money on deposit is depleted or reduced such that there is inadequate coverage for expected expenses, the City will stop work until the deposit account is adequate to cover expected expenses. Any accrued interest will be to the benefit of the City. Note: Plan review and inspection costs paid by permit fees.~~

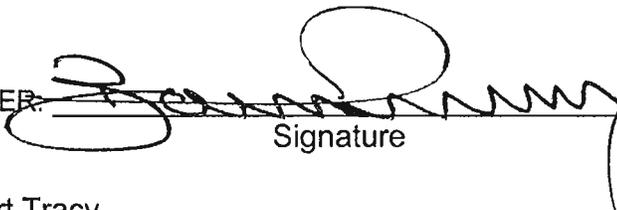
VI. The Developer's WATER & SEWER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:

- A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
- B. Payment of all permit fees and equivalent assessment charges and any other applicable City charges required for Premises.
- C. Payment of all plan check and inspection fees.
- D. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.
- E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.
- F. Furnish the City with a Bill of Sale conveying, the WATER & SEWER system to the City.
- G. Furnish a one year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the WATER & SEWER system will be free of defects in labor and materials. Form to be prescribed by the City.

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

- VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above , the City shall accept the WATER & SEWER system, and agree therewith to operate and maintain said system.
- IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this 22ND day of JANUARY 2009

DEVELOPER:  Date 1/22/09
Signature

Bart Tracy
Printed Name

Company Title (as applicable)

P.O. Box 22
Address

Wilkeson, WA 98396
City State Zip

Phone No. (360) 829-0147 FAX No. (360) 829-2836

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this ____ day of _____ 20____

Neil Johnson Jr., Mayor

CITY OF BONNEY LAKE

DEVELOPER AGREEMENT

EXHIBIT 'A'

PLAT NAME Tracy Plat

DEVELOPER: Bart Tracy

LEGAL DESCRIPTION:

TAX PARCEL NO. 052029-3-091

PARCEL A:

ALL THAT PART OF THE HEREINAFTER DESCRIBED TRACT "X" LYING WESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEERS STATION (HEREINAFTER REFERRED TO AS HES) 231+00 ON THE SR 410 LINE SURVEY OF SR 410, 166TH AVE. E. TO 184TH AVE. E. AND 250 FEET EASTERLY THEREFROM;
THENCE SOUTHERLY PARALLEL WITH SAID LINE SURVEY TO A POINT OPPOSITE HES 235+66.46;
THENCE WESTERLY TO A POINT OPPOSITE HES 235+66.46 ON SAID LINE SURVEY AND 220 FEET EASTERLY THEREFROM;
THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT PARALLEL WITH SAID LINE SURVEY TO A POINT OPPOSITE HES 245+06.26 AND THE END OF THIS LINE DESCRIPTION.

TRACT "X"

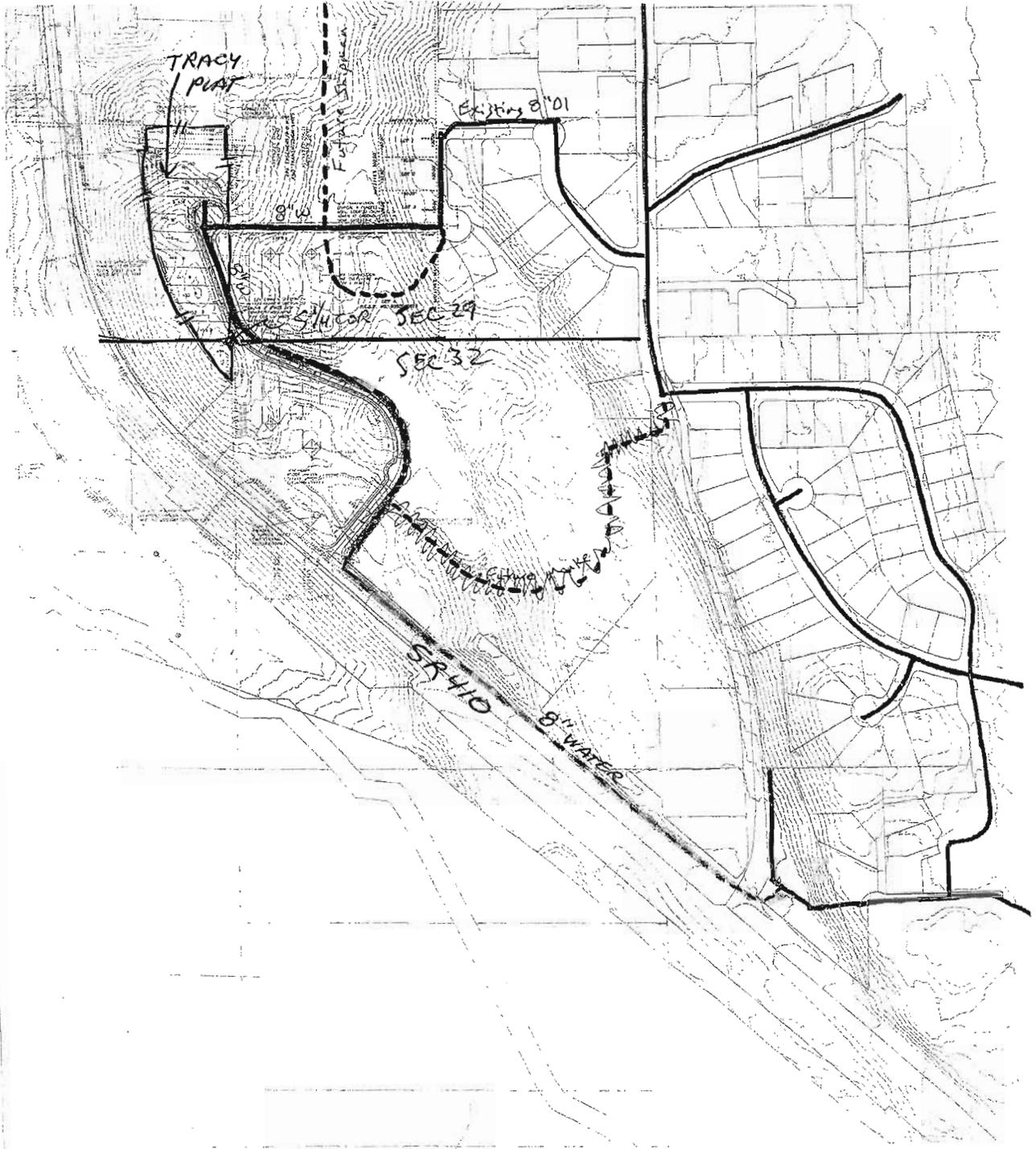
BEGINNING AT THE SOUTHEAST CORNER OF SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;
THENCE NORTH 40 RODS;
THENCE WEST 40 RODS;
THENCE SOUTH 40 RODS;
THENCE EAST 40 RODS TO POINT OF BEGINNING;
EXCEPT THAT PORTION FOR STATE HIGHWAY NO. 5;
AND EXCEPT THAT PORTION LYING WEST AND SOUTH OF STATE HIGHWAY NO. 5;

PARCEL B:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, LYING NORTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 220 FEET NORTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND OR RADIALLY, FROM THE SR 410 LINE SURVEY OF SR 410, 166TH AVE. E. TO 184TH AVE. E.

SITUATE IN THE CITY OF BONNEY LAKE, COUNTY OF PIERCE, STATE OF WASHINGTON.

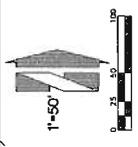
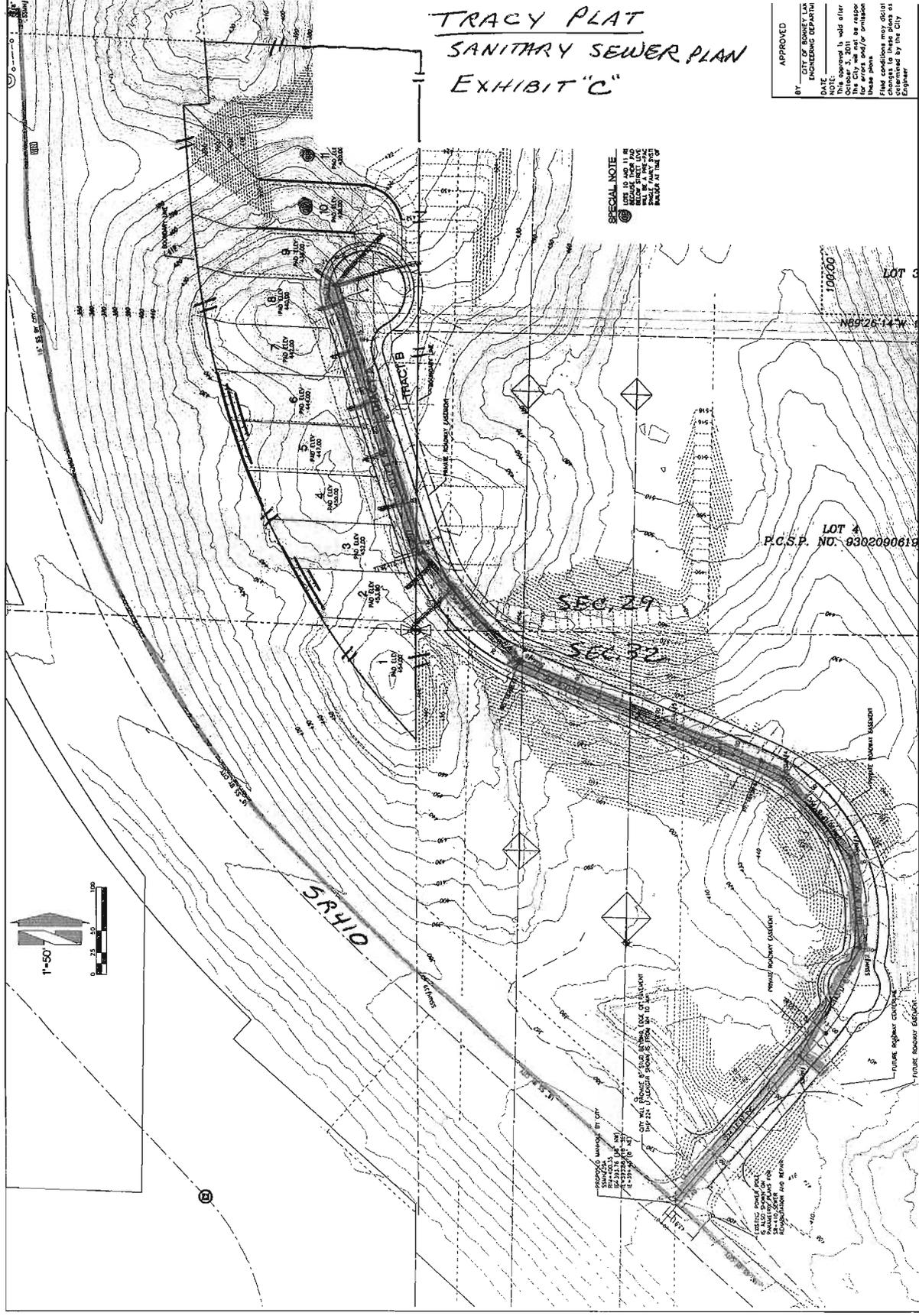
TRACY PLAT
WATER PLAN
EXHIBIT "B"



TRACY PLAT SANITARY SEWER PLAN EXHIBIT "C"

APPROVED
 BY CITY OF SACRAMENTO
 DATE
 NOTE:
 THE CITY ENGINEER'S OFFICE HAS REVIEWED THESE PLANS FOR CONFORMANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR SANITARY SEWER SYSTEMS.
 FIELD CONDITIONS MAY REQUIRE CHANGES TO THESE PLANS AS APPROVED BY THE CITY ENGINEER.

SPECIAL NOTE
 LOTS 10 AND 11 IN
 SECTION 29 AND
 SECTION 32
 SHALL BE
 MAINTAINED AT THE
 END OF THE
 PROJECT.



LOT 4
 P.C.S.P. NO. 9302090619

SEC. 29
 SEC. 32

STANDARD MANHOLE BR. 60"
 BR. 48" x 48" x 48"
 BR. 36" x 36" x 36"
 BR. 24" x 24" x 24"
 BR. 18" x 18" x 18"
 BR. 12" x 12" x 12"
 BR. 8" x 8" x 8"
 BR. 6" x 6" x 6"
 BR. 4" x 4" x 4"
 BR. 3" x 3" x 3"
 BR. 2" x 2" x 2"
 BR. 1" x 1" x 1"
 BR. 1/2" x 1/2" x 1/2"
 BR. 1/4" x 1/4" x 1/4"
 BR. 1/8" x 1/8" x 1/8"
 BR. 1/16" x 1/16" x 1/16"
 BR. 1/32" x 1/32" x 1/32"
 BR. 1/64" x 1/64" x 1/64"
 BR. 1/128" x 1/128" x 1/128"
 BR. 1/256" x 1/256" x 1/256"
 BR. 1/512" x 1/512" x 1/512"
 BR. 1/1024" x 1/1024" x 1/1024"
 BR. 1/2048" x 1/2048" x 1/2048"
 BR. 1/4096" x 1/4096" x 1/4096"
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ORDINANCE NO. D09-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING SECTION 19.04.050 OF THE BONNEY LAKE MUNICIPAL CODE RELATING TO THE ANNUAL ADJUSTMENT OF TRANSPORTATION IMPACT FEES.

WHEREAS, the City desires to be able to more favorably compete with other cities in the region for businesses that are looking to locate in the area; and

WHEREAS, Bonney Lake Transportation Impact fees are currently among the highest in the state; and

WHEREAS, current economic conditions warrant a freeze on annual automatic transportation impact fee adjustments until authorized by the City Council, such that transportation impact fees are maintained at no more than their 2008 levels for at least 2009 and 2010.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. BLMC Section 19.04.015 is hereby amended to read as follows:

19.04.050 Fee schedules and establishment of service area.

- A. An impact fee schedule setting forth the amount of the transportation impact fees to be paid by a development is set out in Attachment B and incorporated herein by this reference.
- B. The impact fee schedule of costs, as set out in Attachment B, shall be updated annually at a rate adjusted in accordance with the Washington State Department of Transportation Construction Cost Index, using an October – October annual measure to establish revised fee schedules effective January 1st of the subsequent year; provided however that said annual rate adjustment shall not go into effect except by an authorizing motion of the City Council duly recorded in the minutes of the Council meeting.
- C. For the purpose of this chapter, the entire city shall be considered one service area.

Section 2. The scheduled automatic adjustment to the transportation impact fee to the Construction Cost Index, which was scheduled to occur on January 1, 2009, shall not take effect. The City Council shall not approve an upward adjustment of the transportation impact fees to the CCI until January 1, 2011 at the earliest, provided, that the City Council may at an earlier date approve a reduction in the transportation impact fee based on a decrease in the CCI.

Section 3. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this ____th day of _____, 2009.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

**City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form**

| | | |
|---|---|---------------------------------------|
| Department/Staff Contact: Gary Leaf, Comm. Svcs. Dir. | Council/Wrkshp Mtg Date: March 24, 2009 | Agenda Bill Number: AB09-49 |
| Ordinance Number: | Resolution Number: 1929 | Councilmember Sponsor: |
| BUDGET INFORMATON | | |
| 2009 Budget Amount N/A | Required Expenditure N/A | Impact N/A |
| | | Remaining Balance N/A |
| Explanation: | | |
| Agenda Subject: A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, adopting the Street Tree Master Plan | | |

Administrative Recommendation: Approve

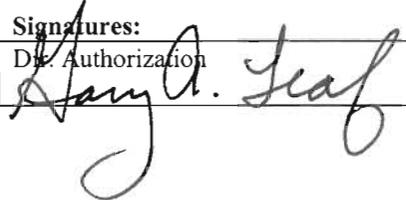
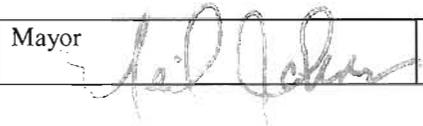
Background Summary: On March 3rd Community Services Director Leaf provided a summary of the Street Tree Master Plan. The accompanying resolution adopts the document as complete. This plan is an appendix to the Community Forestry Plan. Both documents are available to the public on the City of Bonney Lake website.

| | | |
|---|---------------------------|--------------------------------------|
| Council Committee Dates: | Commission Dates: | Board/Hearing Examiner Dates: |
| Finance Committee: | Planning Commission: | Park Board: |
| Public Safety Committee: | Civil Service Commission: | Hearing Examiner: |
| Community Development & Planning Committee: | | |
| Council Workshops: 3/2/09 | | |

Council Action:

| | |
|---------------------------|----------------------------------|
| Council Call for Hearing: | Council Hearings Date: |
| Council Referred Back to: | Workshop: _____ Committee: _____ |
| Council Tabled Until: | Council Meeting Dates: |

Signatures:

| | | |
|---|---|-------------------------------------|
| Dir. Authorization  | Mayor  | Date City Attorney Reviewed: N/A |
|---|---|-------------------------------------|

RESOLUTION NO. 1929

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
ADOPTING THE STREET TREE MASTER PLAN AS COMPLETE**

The City Council of the City of Bonney Lake, Washington, does hereby adopt the Street Tree Master Plan, attached hereto and incorporated herein by this reference, as complete

PASSED by the City Council this 24th day of March, 2009.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

City of Bonney Lake Street Tree Master Plan

Resources for this plan were made possible through a grant by the USDA Forest Service and Washington State Department of Natural Resources Urban and Community Forestry Services with matching funds provided by the City of Bonney Lake

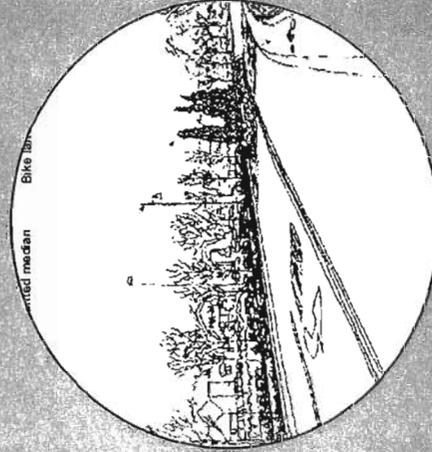
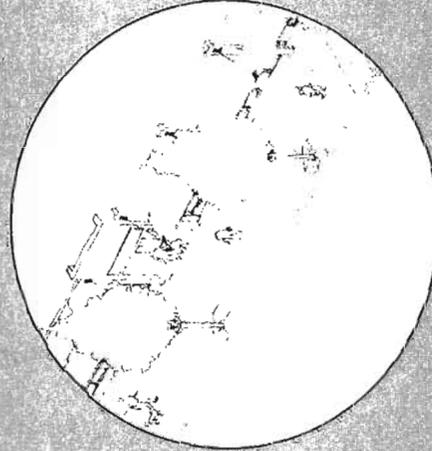
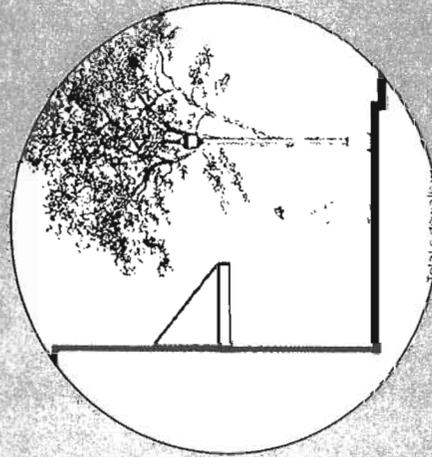


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Project Background

Over the past few years, the City of Bonney Lake has been one of the fastest growing cities in Washington State. The rapid growth has been accompanied by removal of large stands of trees and forested areas in order to make way for new subdivisions and commercial developments.

In response to this rapid growth and loss of trees, the City Council initiated its Community Forestry Program in 2005.

Elements of the Bonney Lake Community Forestry Program call for a tree ordinance; an inventory of city-owned trees; a contracted arborist and other professional assistance; careful planting of the right species in the right place; training of workers who deal with trees; systematic protection of trees during street construction projects; professional management; and the cultivated support of elected officials and city administrators.

The City of Bonney Lake Community Forestry Plan contains goals, policies, practices, standards and projects intended to guide the City in its actions and decisions affecting municipally owned trees within the city limits. The plan will help the City effectively and equitably manage trees on municipal property.

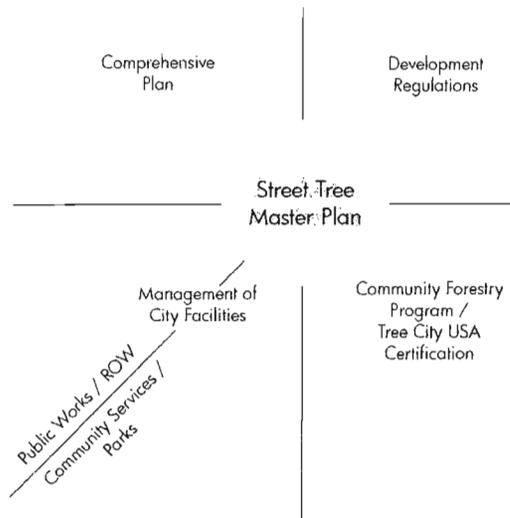
As a component of the Community Forestry Program, this Street Tree Master Plan focuses on the tree component of an urban forest. This Street Tree Master Plan focuses on trees along streets in the public rights-of-ways. This Plan identifies corridors throughout the city which have the potential to become tree-lined north-south and east-west connectors through the city. Then strategies to plant each corridor are discussed. Planting often will occur through a combination of public and private investment. Pre-

ferred tree species have been selected by a team including the city consulting arborist and public works arborist—in-training. Then example trees for each corridor are suggested which are adaptable for the individual growing conditions. The project has been prioritized and phased order of magnitude cost estimates including maintenance costs are provided.

It is hoped that with the completion of projects laid forth by this Street Tree Master Plan, the City of Bonney Lake could lead by example with its actions regarding trees on municipal property. Through this example and an effective public outreach and education program, private property owners can in turn more effectively manage trees on their property.

Plan in Context of City Functions

This Street Tree Master Plan affects several branches of city government and multiple policy documents. This Plan provides guidance to the Comprehensive Plan and Development



Development Regulations, particularly where they pertain to tree selection and placement. Pertinent existing Comprehensive Plan and Development Regulation policies are found later in this document in the section titled, "Plan and Policy Analysis".

This Plan provides guidance both for city initiated projects and for street tree plantings which are installed in conjunction with current development. Because the scope of the plan is so integrated among the Public Works, Planning and Community Services / Parks Departments, the development of the plan occurred with close coordination between the departments with oversight by the Community Services / Parks Department and the Tree Board.



Landscape Nursery on City property maintained by H.D. Messenger, Public Works Maintenance Staff.

Plan Components

Components of this Plan include: a summary of existing conditions and existing policy; a summary of a current tree inventory and recommendations conducted by Arbor Pro; recommended plant lists; design guidelines; a list of concepts and recommended tree selections for planned future City of Bonney Lake development; order of magnitude cost estimates for non-developer driven projects; and a table of priorities.

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Master Plan Process

The development of this Master Plan followed the following steps.

1. Review established policies in the Comprehensive Plan, Development Regulations and Public Works Standards as they relate to community forestry and city image.
2. Commence phased effort to inventory and analyze the conditions of existing trees starting with trees on publicly owned land (by Arbor Pro).
3. Review and document current practices related to tree management.
4. Review and document current expenses.
5. Review potential locations for future street tree plantings which are in keeping with planned future projects.
6. Make recommendations on preferred Street Trees and provide guidelines as to how to best locate the trees.
7. In accordance with the Comprehensive Plan goals and policies, develop feasible and achievable objectives for enhancing and maintaining Street Trees.

Project Milestones

- | | |
|----------------|---|
| March 2006 | City of Bonney Lake Departments of Public Works and Planning meet to discuss the need of a comprehensive street tree inventory and Street Tree Master Plan. A project scope and timeline is developed. |
| June 2006 | The City of Bonney Lake is awarded a grant from the Washington State Department of Natural Resources to conduct an inventory of publicly owned trees and to complete a Tree Inventory and Management Plan . |
| February 2007 | A consultant team is selected and a kick off meeting is conducted with the Tree Inventory Specialist arborist, Arbor Pro and city staff. |
| April, 2007 | Arbor Pro Team collects tree inventory data and reviews findings with staff. |
| May 31, 2007 | Work is complete on the original scope as outlined by the DNR grant. |
| July 26, 2007 | Tree Board and representatives from City Council meet to review Recommended Street Trees and Projects |
| October, 2007 | Steering Committee Meeting to discuss current practices related to tree management and proposed budget allocation for urban forestry. |
| December, 2007 | Steering Committee Meeting to outline project implementation |

Regulatory Framework

Comprehensive Plan

The Community Character Element of the City of Bonney Lake Comprehensive Plan places high importance on trees. According to the plan, “‘Bonney Lake’ evokes trees, lakes, and single-family neighborhoods. The community wishes to retain its small town feel.” The city vision is “Small Town, Natural Environment”. It sees itself as a peaceful yet social place, a place of beautiful scenery and tree-lined streets. The concept of the preservation and enhancement of trees is mentioned fifteen times in the Comprehensive Plan, including a section on landscaping which includes specific actions related to street trees.

This landscaping section contains the following language which relates directly to this Street Tree Master Plan:

Landscaping

Landscaping with native species, combined with view protection and retention of native vegetation, will convey Bonney Lake’s “natural environment” image. Roadway medians landscaped with native species can help project the “natural environment” image while giving the street a more human scale. Street trees provide shade and noise attenuation.

Landscaping Goal 1-5 Require high-quality naturalistic landscaping.

Policy 1-5a Require landscaping with plant communities that replicate local nature (for example, salal, ferns, and firs - see Natural Environment Element). Use easy-to-maintain, drought-resistant, native species.

Policy 1-5b Retain native vegetation, large rocks, and similar materials as a component of landscaping. Preserve strategically selected mature trees and stands of trees.

Policy 1-5c Plant native trees along both sides of all streets. Prepare a plan for what species should be planted on what streets.

The Community Character Element contains additional Comprehensive Plan goals and policies pertaining to landscape treatment under a section which discusses the SR 410 Corridor - Downtown, Midtown, Eastown. Policies related to roadway improvements to this area emphasize the use of “*natural-environment*” landscaping and tree retention”. Another policy provides direction to “*work with WSDOT to improve SR 410 incorporating native-species landscaping and other signature treatment such as lighting and signage consistent with the “natural environment” theme.*”

A further section discussing Scenic Resources addresses the desire to protect views and states that Street Trees shall be carefully located so as not to intentionally block the view of Bonney Lake’s scenic resources in-



cluding views of Mount Rainier and the lakes. Policy 1-4b discourages all landscape plantings which would block significant views when mature.

| Buffer Type | Minimum Width | Degree of Sight Obscuring | Maximum % of Required Trees That Can Be Deciduous | Typical Applications |
|-------------|---------------|---------------------------|---|----------------------|
| III | 5 feet | Slight | 100% | Along streets. |

According to the City Ordinance, Street Trees shall be planted as Buffer Type III and shall meet the above criteria.

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Transportation Element

The segment of SR 410 between 211th Avenue E and 234th Avenue E is identified as a High Accident Corridor (HAC) by WSDOT. This highway segment has had a higher than average number of severe accidents over the last three years compared to other similar facilities throughout the state.

Development Regulations

The development regulations Tree replacement standards were increased by Chapter 16.13.120. Tree planting required by developers of new development was also modified in Chapter 16.14 Landscaping, with 16.14.090 pertaining specifically to street trees. The Table on this page indicates the required standards of the “Type III Buffer” which applies to Street Trees.
16.14.090 Street frontages.

A. For subdivisions, four- to nine-lot short plats, and commercial developments, the proponent shall install street trees and Type III buffer along all street frontages.

B. The director(s) shall determine street tree species. Trees under power lines shall be of a species whose height at maturity is compatible with such location.

C. Street trees shall be at least two-inch caliper and shall be planted at least every 30 feet on center where practical.

D. Shrubs planted along street frontage shall be of species that when mature are less than 36 inches tall.

E. In pedestrian-oriented zones the director(s) may specify alternative street frontage buffers appropriate to the design guidelines for such areas.

F. See BLMC 16.14.140 for vision clearance triangle. (Ord. 1171 § 1, 2005).

16.14.140 Vision clearance triangle. Within vision clearance triangles (see BLMC 16.12.010, Definitions), no plants nor structures shall be allowed which substantially impair vision at a height between three feet and eight feet above the street grade. See also public works road approach standards. (Ord. 1171 § 1, 2005).

Type III buffer is a minimum width of 5 feet with slight obscuring and 100% possible deciduous.

Vision clearance triangle

Within vision clearance triangles (see BLMC 16.12.010, Definitions), no plants nor structures shall be allowed which substantially impair vision at a height between three feet and eight feet above the street grade. See also public works road approach standards. (F. See BLMC 16.14.140 for vision clearance triangle. (Ord. 1171 § 1, 2005).

Community Forestry Program

“Because the urban environment is unlike any natural environment, the choice of trees used to create a stable urban environment should include a mixture of native and non-native trees, with no single species dominating. The predominance of a single species may increase the susceptibility of some of the urban forest to insect or disease pests.”

Evaluation and Recommendations

The policies, standards, and regulations form a strong basis to support the development of future street trees. The following areas could be improved upon:

- Revise policy language in the Comprehensive Plan, Community Character Element pertaining to the exclusive use of Native Trees as street trees.
- An incentive program could be considered to encourage additional commercial investment in street trees.
- Tree species is to be selected from the list of recommended trees in this Master Plan. Deviations from the list shall be approved by the Director.
- Partnership programs could be created to encourage street tree plantings and maintenance in residential areas.

- Policies could encourage business and community group maintenance of street tree corridors.
- The Overall Planting Concept contained within this Street Tree Master Plan could be reinforced by other design elements and included in policy language.
- Guidelines should include information on proper tree staking and maintenance.
- It is recommended that a one and a half inch caliper tree is easier to achieve. Revisions would need to be made to “16.14.090 Street frontages. C. Street trees shall be at least two-inch caliper .”

Related Projects

Related projects include:

- 192nd Avenue East Roadway Section / Corridor Plan (three segments, from the Junction of 192nd and Bonney Lake High School to the intersection with Sumner Buckley Highway)
- Eastown Subarea Plan
- Rhodes Lake Road Corridor Study

Three Goals of Street Tree Projects

Basis for Recommendations

This Strategic Action Plan for Street Trees guides Street Tree distribution to make the most impact to reach the city's goals. The recommendations of this Master Plan consider existing conditions, planned projects, and the vision of the city leadership. Future Street Tree projects have been designed to meet the following three goals:

Enhance North – South Connections

- Locust Ave to Bonney Lake Blvd
- 192nd Ave E
- 198th Ave E

Calm Traffic in Specific Areas

(indicated on map in yellow and red)

- Schools
- Parks
- Sky Island Drive

Support the Development of SubArea and Master Plans

- Downtown Master Plan
- Eastown Subarea Plan

Enhance North—South Connections

At the time of this study, several site-specific efforts have been underway in the city, many of which are a result of transportation concurrency requirements set in place by the proposed Cascadia development south of the city limits of Bonney Lake. These additional planned north-south connections laid the framework to consider expanding north-south connections throughout the city. Street Trees are recommended along the following north—south corridors:

- Enhanced Streetscape from New Downtown to Old Downtown along Locust
- 192nd Ave East from the intersection with Sumner Buckley Highway, past Bonney Lake High School to Rhodes Lake Road.
- 198th Ave East future connection



Mature Street Tree in front of Transit Center

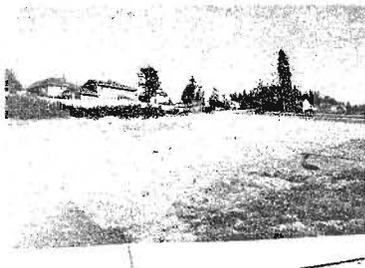
Enhanced North-South Connection



Looking south from SR 410 along 192nd Ave E



Looking north from Rhodes Lake Road E along 192nd Ave E



Intersection of Rhodes Lake Road and Sky Island Drive

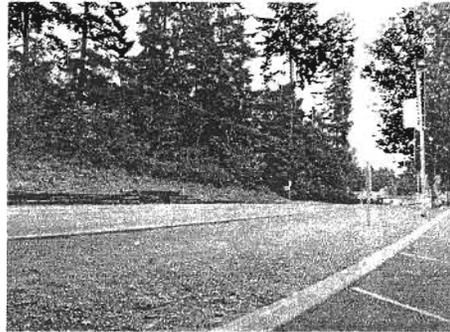


Bonney Lake Boulevard



Calm Traffic in Specific Areas

At the time of this study the City was trying to calm traffic at schools by increasing police patrol of speeders along routes with school through photo-enforcement. This technique was since discontinued. As an alternative, staff learned of some successful techniques to slow traffic through the strategic placement of trees. A study conducted by Kathleen Wolf, PhD at the University of Washington College of Forest Resources tests the speed of cars along roadways with trees versus along roadways with out trees and indicates that traffic naturally slows down if trees are placed at tight intervals directly adjacent to the road.



Alan Yorke Park

Areas proposed for traffic calming in Bonney Lake include the following school zones and parks

- Emerald Hills Elementary
- Bonney Lake Elementary
- Bonney Lake High School
- Mountain View Middle School (Future Project)
- Allan Yorke Park
- Sky Island Drive at Rhodes Lake Road E

In a simulator study, identical street pairs, presented with and without trees, were used to test the effect in a drive-through virtual environment. Individual driving speeds were significantly reduced in the suburban settings. Faster drivers and slower drivers both drove slower with the presence of trees.

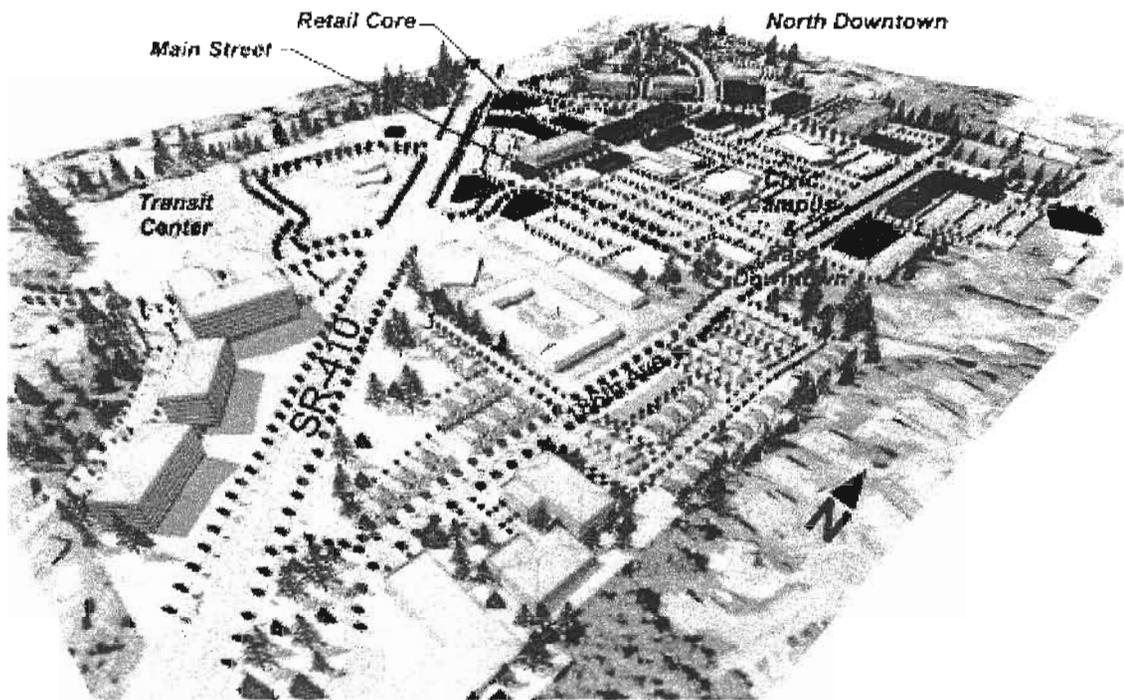
Kathleen Wolf, Ph.D.

UW College of Forest Resources

Support the Development of SubArea and Master Plans

In 2005 to 2006 visions were established for the Easttown Neighborhood Subarea Plan and the Downtown Master Plan establishing standards for the east and west ends of the city. The impetus behind the creation of the Easttown SubArea Plan was WSDOT's directive to widen SR 410 at the city's east entry. At the time of the preparation of this plan, the City has been working closely with WSDOT to design the trees in the medians along SR 410.

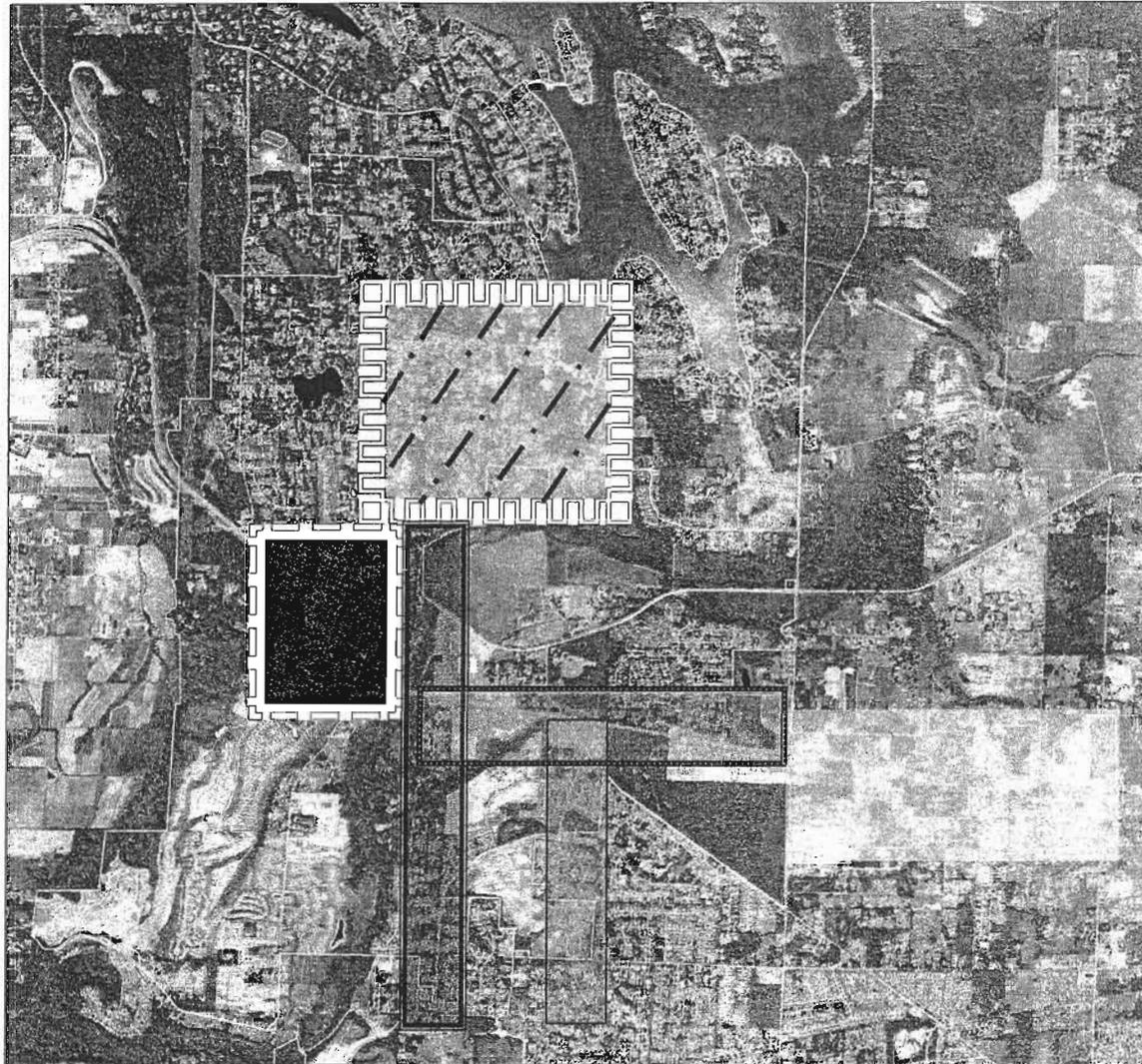
Detailed information on Urban Design including Street Trees was excluded from these studies. At the time of publication of this Street Tree Master Plan, staff is receiving applications for development in each of these areas. Recommendations in this Street Tree Master Plan will help guide the selection of Street Trees in each of these areas.



Overall Planting Concept

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City of Bonney Lake
*2005 Aerial
Orthophoto*

City Limit



The Boulevard



Downtown



Midtown



192nd Ave E



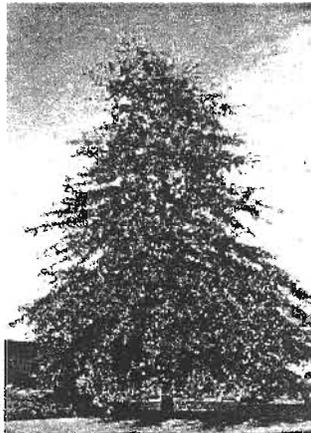
198th Ave E

Eastown



Street Trees Pattern

A strong design hierarchy for new plantings can be created through a progression of fall color from the west entrance to Bonney Lake to the north side of town and from west to east. The illustration on the opposite page shows how fall color can be used for the areas of the city that are being considered for improvements by this plan. The lists of recommended trees on the following pages contain information about fall color. They also contain practical guidelines showing how to select the right tree for the location.



The Pin Oak, with its red fall color, would be ideal for west, Downtown area of Bonney Lake



*The orange fall color of the Tupelo, *Nyssa sylvatica* serves as a good transition between the red and yellow fall color accents.*



The Ginkgo biloba, with its yellow fall color, would be ideal for the east and north areas of Bonney Lake

This overall planting concept takes into consideration the existing recently planted street trees. The downtown area to the west is already planted with several Douglas Maples, which have a red fall color. Therefore, a traditional planting scheme of Maples and Oaks would be appropriate. Moving east along the central corridor, the predominant fall color of the planting scheme would become reddish orange. Moving to the north along the Boulevard and to the far east to Easttown the predominant

color shifts to yellow and yellow with purple accents. Significant opportunity for new plantings are provided for by these two areas. The microclimate conditions of the city lend itself well to trees with yellow fall color. Therefore, many of the recommended trees have yellow fall color. It is appropriate for two large and developing areas of town, Easttown and the Boulevard, to be designated with yellow fall color.



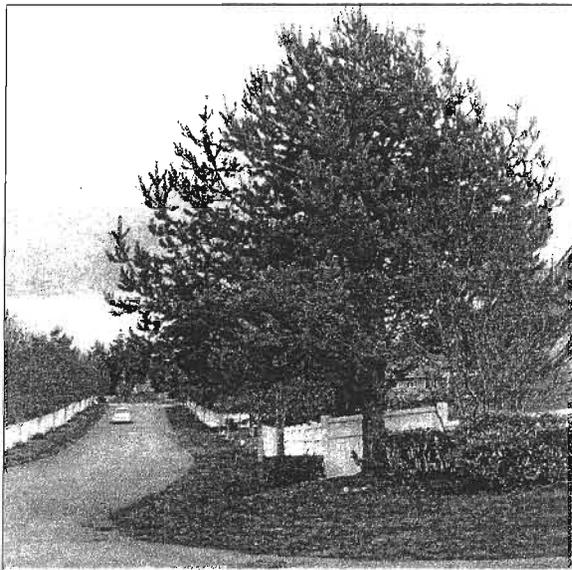
Evergreen Trees

Evergreen trees have advantages when used as street trees due to their year round green color and their ability to act as a noise buffer. However, practical considerations should be made when planting evergreen trees as street trees. Evergreen trees should not obstruct intersection visibility. The Bonney Lake Municipal Code defines the space that must be clear as the “Vision clearance triangle”, which is the triangle formed on two sides by the right-of-way edges and on the third side by a line drawn between points on the respective right-of-way edges which points are 30 feet from their intersection. There are also concerns with the potential for shallow root systems of some evergreen trees to interfere with adjacent pavement.

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Evergreen trees are best used in areas with ample space. Though it is best to allow evergreens to be used as street trees at the discretion of the city arborist, evergreen trees can generally be used as street trees when they are offset from the street a minimum of three—fourths of their mature width as indicated in the table of recommended street trees. The following photos are examples of evergreen trees set back from the street edge.

14



Left: Effective use of Pinus palustris as a street tree in Bonney Lake. The ample offset from the road and the upright branching form of the tree allows for a functional co-existence between the tree and the adjacent road.

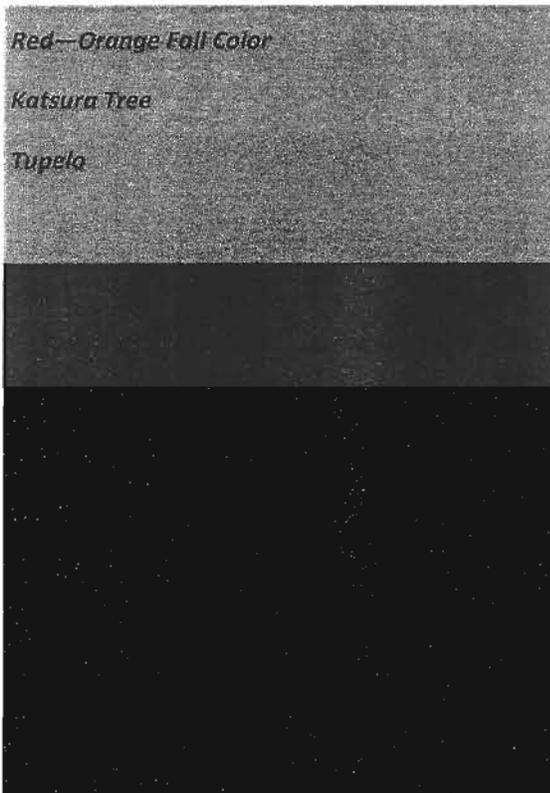


Right: Evergreen trees planted in a wide median

Lists of Recommended Trees

Recommended Street Trees

The tables of street trees that appear on the following three pages represent the result of a collaborative effort of several knowledgeable professionals, notably H.D. Messinger, Parks / Urban Forestry with the City of Bonney Lake and Dennis Thompkins, consultant arborist. H.D. Messinger worked diligently to have these lists reviewed by a wide array of professionals throughout the state as he was taking coursework to become the city tree specialist. An effort was made to keep these lists small with the intention that additional trees could be added on a case by case basis. It is important to note also that lists such as these need to be considered to be fluid and dynamic documents. As new tree varieties get introduced to the market, the City would benefit by updating the list. In most instances, it is recommended to update the list every three years.



Trees with yellow fall color:

Small:

Eastern Redbud

Goldenrain Tree

Japanese Snowbell

Greenspire Linden

Medium:

European Hornbeam

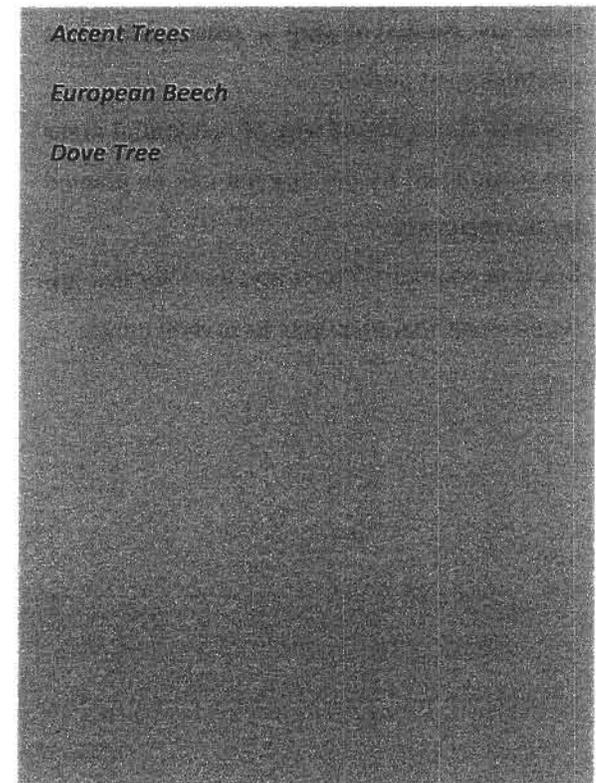
Shademaster Honey Locust

Prospector Elm

Large:

Jacquemonti Birch

Ginko Biloba



Current Practices & Expenditures

Most street trees are planted by developers to meet the requirements BLMC 16.14.090 Street frontages which requires the developer to install street trees and Type III buffer along all street frontages for subdivisions, four- to nine-lot short plats, and commercial developments. A maintenance bond is secured by the city to ensure that the plants and trees are funded during a reasonable plant establishment period.

Trees in the rights of way of residential areas are maintained by the city but can be planted by the residents.

Since becoming a Tree City, the City has initiated street tree plantings in several areas.

Roadway Character

Because Bonney Lake developed with a combination of city and rural standards from areas annexed from Pierce County, a variety of roadway conditions exist. Rural standards are apparent in developments along Angeline Road. A very different roadside character exists in areas built to current city engineering standards such as those along Sky Island Drive and those along 192nd Avenue East.

Other considerations include:

- quality of shoulder;
- plans for future roadways;
- existing and potential Right of Way widths
- level of radiant heat and runoff from the roadway

Current Expenditures

The annual operating budget for the Community Service Department allocates \$35,000 for Tree City USA and community forestry program. Most of this allocation is to create this Street Tree Master Plan and Inventory. Future budgeting and department oversight for the program is being discussed.



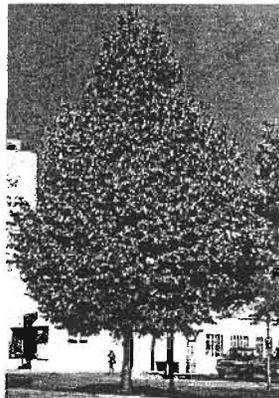
Developer initiated street tree plantings along 192nd Ave E. which are planted according to engineering standards.

Trees for Narrow Areas: Minimum 4 foot Planting Strip Width

| Common Name | Scientific Name | Cultivar | Height (in FT) | Width (in FT) | Shape | Features / Considerations | Drought Tolerant | Overhead Utilities OK | Soil Type |
|--------------------------------|-------------------------------------|-------------------|----------------|---------------|----------------------------|---|------------------|-----------------------|--------------|
| Vine Maple | <i>Acer circinatum</i> | | 20 | 15 | columnar | red in fall / multi-trunked | | ✓ | all |
| Hedge Maple | <i>Acer campestre</i> | Queen Elizabeth | 30 | 30 | rounded, upright branching | low maintenance; yellow in fall | ✓ | ✓ | all |
| Autumn Brilliance Serviceberry | <i>Amelanchier x grandiflora</i> | Autumn Brilliance | 20 | 15 | upright, spreading | white flowers, edible fruit; red in fall | | ✓ | all |
| Princess Diana Serviceberry | <i>Amelanchier x grandiflora</i> | Princess Diana | 25 | 15 | gracefully spreading | white flowers, edible fruit | | ✓ | all |
| Eastern Redbud | <i>Cercis canadensis</i> | | 25 | 35 | horizontal | purple-pink flowers; yellow in fall | | ✓ | all |
| Chinese Dogwood | <i>Cornus kousa</i> | Chinensis | 20 | 20 | upright, spreading | White flowers; reddish to scarlet fall color | ✓ | ✓ | all |
| Grace Smoketree | <i>Cotinus coggygria x obovatus</i> | Grace | 20 | 15 | round | purple leaves; attractive flowers; spreading habit; accent tree | ✓ | ✓ | well-drained |
| Thornless Cockspur Hawthorn | <i>Crataegus crus-galli</i> | Inermis | 25 | 25 | rounded | no thorns; orange fall color | ✓ | ✓ | all |
| Raywood Ash | <i>Fraxinus oxycarpa</i> | Raywood | 40 | 28 | oval | fine textured; purple in fall | ✓ | | all |
| Goldenrain Tree | <i>Koelreuteria paniculata</i> | | 30 | 30 | rounded | yellow floral clusters; summer flowering | ✓ | ✓ | all |
| Little Gem Magnolia | <i>Magnolia grandiflora</i> | Little Gem | 15 | 10 | pyramidal | white flowers, evergreen | | ✓ | well-drained |
| Victoria Magnolia | <i>Magnolia grandiflora</i> | Victoria | 25 | 20 | upright | white flowers, evergreen | ✓ | ✓ | well-drained |
| Adirondack Crabapple* | <i>Malus</i> | Adirondack | 18 | 10 | upright | white flowers | ✓ | ✓ | all |
| Sourwood | <i>Oxydendrum arboreum</i> | | 20 | 15 | rounded | white bell clusters; orange in fall | | ✓ | well-drained |
| Capital Pear* | <i>Pyrus calleryana</i> | Capital | 35 | 12 | columnar | white flowers; red in fall | ✓ | | all |
| Redspire Pear* | <i>Pyrus calleryana</i> | Redspire | 35 | 25 | pyramidal | white flowers; red in fall | ✓ | | all |
| Japanese Snowbell | <i>Styrax japonicus</i> | | 25 | 25 | rounded | bell shaped flowers; yellow in fall | ✓ | ✓ | well-drained |
| Greenspire Linden | <i>Tilia cordata</i> | Greenspire | 40 | 30 | pyramidal | strong/uniform; yellow in fall | ✓ | | all |



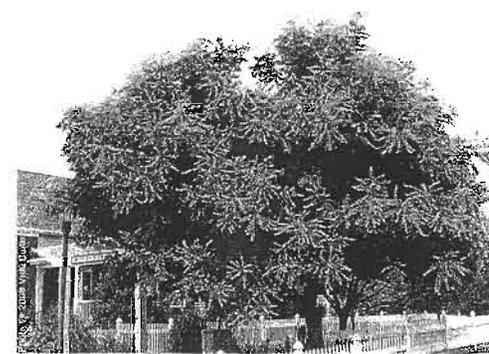
Cornus kousa, Chinese Dogwood



Tilia cordata, Greenspire Linden



Cercis canadensis, Eastern Redbud



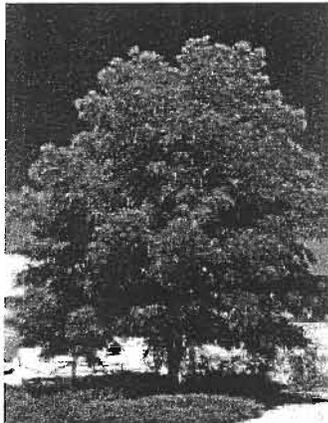
Koelreuteria paniculata, Goldenrain Tree

18

Trees for Mid—Sized Areas: Minimum 6 foot Planting Strip Width

Minimum 6' Planting Strip Width

| Common Name | Scientific Name | Cultivar | Height (in FT) | Width (in FT) | Shape | Features / Considerations | Drought Tolerant | Overhead Utilities OK | Soil Type |
|-------------------------|---------------------------------|-------------|----------------|---------------|--|--|------------------|-----------------------|--------------|
| European Hornbeam | <i>Carpinus betulus</i> | Fastigiata | 35 | 25 | upright/oval | catkins turn brown in November; yellow in fall | ✓ | | all |
| Katsura Tree | <i>Cercidophyllum japonicum</i> | | 40 | 40 | pyramidal / round | heart shaped leaves; red-orange in fall | | | all |
| Dove Tree | <i>Davidia involucrata</i> | | 35 | 28 | Broad pyramidal | white bracts | ✓ | | well drained |
| Shademaster Honeylocust | <i>Gleditsia triacanthos</i> | Shademaster | 45 | 35 | vase shaped | upright branching; yellow in fall | ✓ | | all |
| Tupelo | <i>Nyssa sylvatica</i> | | 35 | 20 | pyramidal when young, spreads with age | red yellow fall color | | | all |
| Frontier Elm | <i>Ulmus</i> | Frontier | 40 | 30 | arching vase | disease resistant; fast grower; reddish-purple in fall | ✓ | | all |
| Prospector Elm | <i>Ulmus wilsonia</i> | Prospector | 40 | 30 | vase shaped | disease resistant; urban tolerant; yellow in fall | ✓ | | all |



Gleditsia triacanthos,
Shademaster Honeylocust

Trees for Wide Areas: Minimum 8 foot Planting Strip Width (or as directed by City Arborist)

Minimum 8' Planting Strip Width (or width as directed by City Arborist)

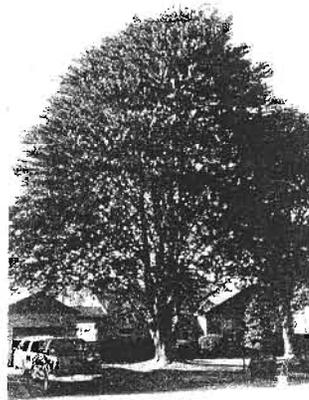
| Common Name | Scientific Name | Cultivar | Height (in FT) | Width (in FT) | Shape | Features / Considerations | Drought Tolerant | Overhead Utilities OK | Soil Type |
|--------------------------------|--------------------------------|-------------|----------------|---------------|-------------------|---|------------------|-----------------------|--------------|
| Autumn Blaze Maple | <i>Acer x freemanii</i> | Jeffersred | 50 | 50 | broadly oval | fast growing; brilliant long-lasting fall color. | ✓ | | all |
| Red Sunset Maple | <i>Acer rubrum</i> | Franksred | 45 | 35 | upright/oval | vigorous/symmetrical; orange/red in fall | ✓ | | all |
| Jacquemontii Birch | <i>Betula jacquemontii</i> | | 40 | 30 | upright/oval | yellow in fall | | | all |
| European Beech | <i>Fagus sylvatica</i> | | 50 | 35 | slightly rounded | leaves persistent through winter; striking bark | | | well drained |
| Ginkgo | <i>Ginkgo biloba</i> | Autumn Gold | 45 | 35 | oval | yellow in fall, fruitless males only | ✓ | | all |
| Sweetgum | <i>Liquidambar styraciflua</i> | Palo Alto | 55 | 45 | pyramidal | aromatic leaves; brittle; red orange purple in fall | | | all |
| Swamp White Oak | <i>Quercus bicolor</i> | | 45 | 45 | rounded | adapted to wet soils | ✓ | | well drained |
| Ivory Silk Japanese Tree Lilak | <i>Zelkova serrata</i> | Ivory Silk | 20 | 15 | upright / rounded | creamy panicles; heavy flowering | | ✓ | well drained |

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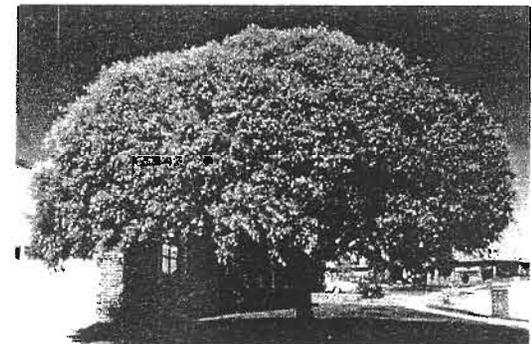
*Acer rubrum 'Franksred',
Red Sunset Maple*



*Fagus sylvatica, European
Beech*



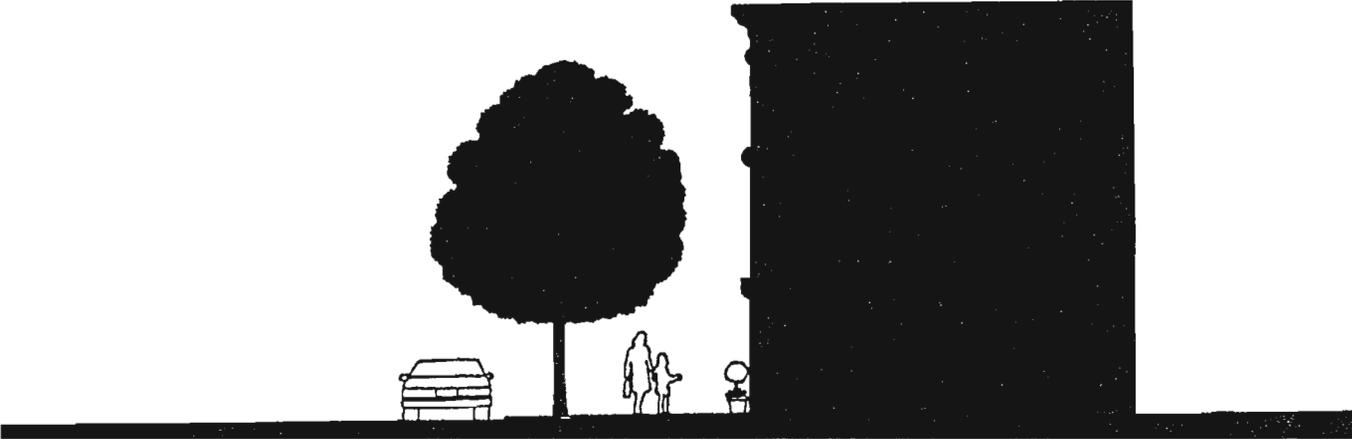
*Liquidambar styraciflua,
Sweet Gum*



*Zelkova serrata, Ivory Silk
Japanese Tree Lilak*

Selecting the Right Tree for the Right Location

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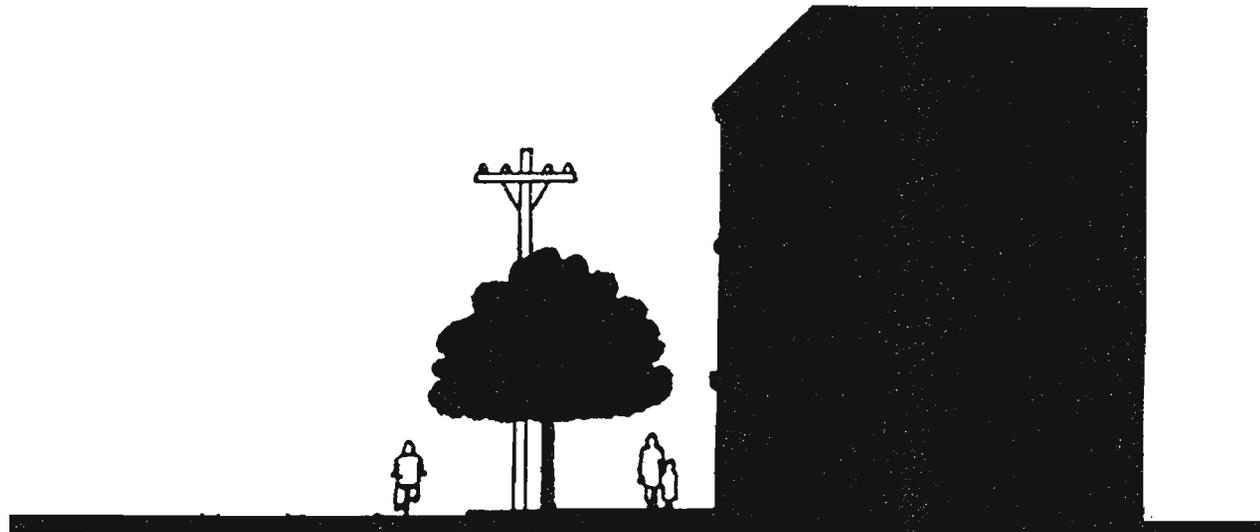
Trees suitable Under Power Poles

The lists of recommended trees include an assortment of trees that are suitable for under power poles. These trees are identified with a check mark in the column “Overhead utilities OK”.

22

Low power poles in Bonney Lake are approximately 30 feet tall. The height in the tree lists is the mature height. It is important to consider the maximum height when making a selection. Some areas of town have taller power poles. For these areas it will be important to assess the individual site prior to making a selection.

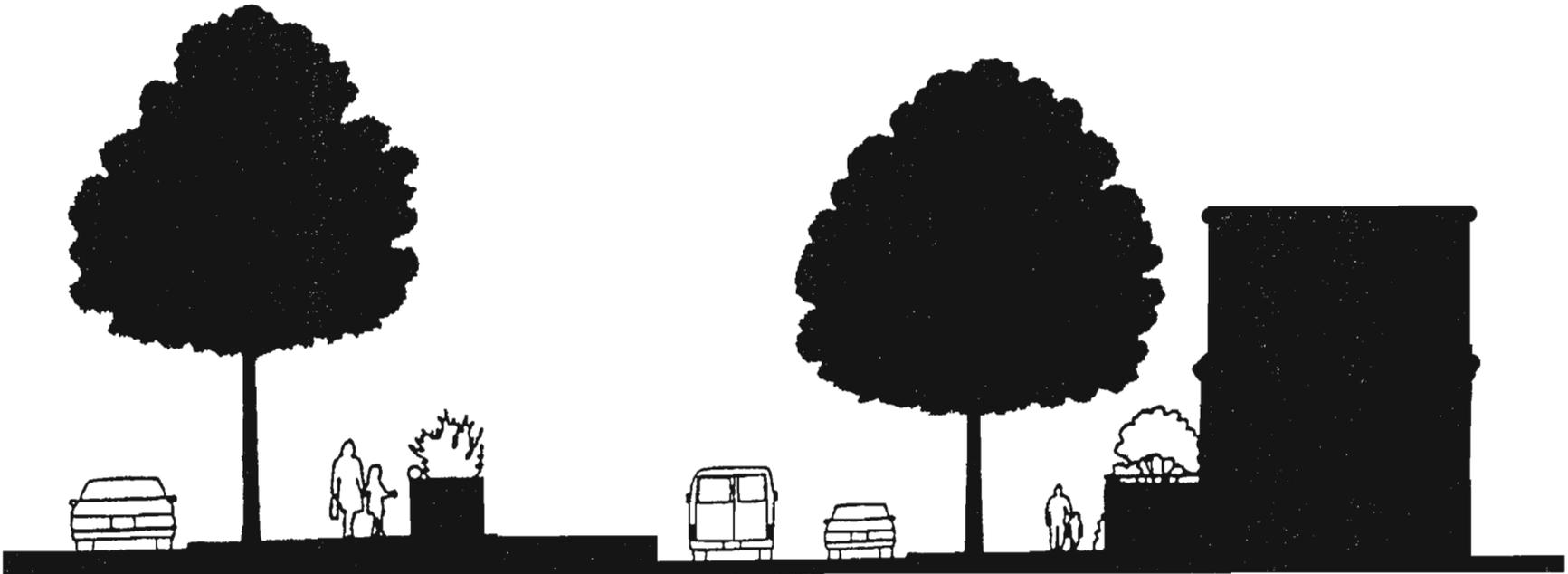
The nursery industry calls trees suitable for under power poles “UtiliTrees”. Since there is substantial market pressure for the nursery industry to develop new varieties of “UtiliTrees”, it is recommended that the city check to include new “UtiliTrees” at least every two to three years.



Tree Spacing and Selection

The illustrations on this and the facing page indicate a narrow growing condition (facing page) and a wider growing condition (below). To determine how to select a tree for the space allowed, consider the desired spacing for the trees at maturity. Using the Lists of Recommended Trees as a guide, select trees according to their mature width. Trees should be spaced at three—quarters of their mature width.

When obstructions, such as buildings, are in the way of the potential full growth of tree canopy, consider setting back the building form on the side facing the tree.

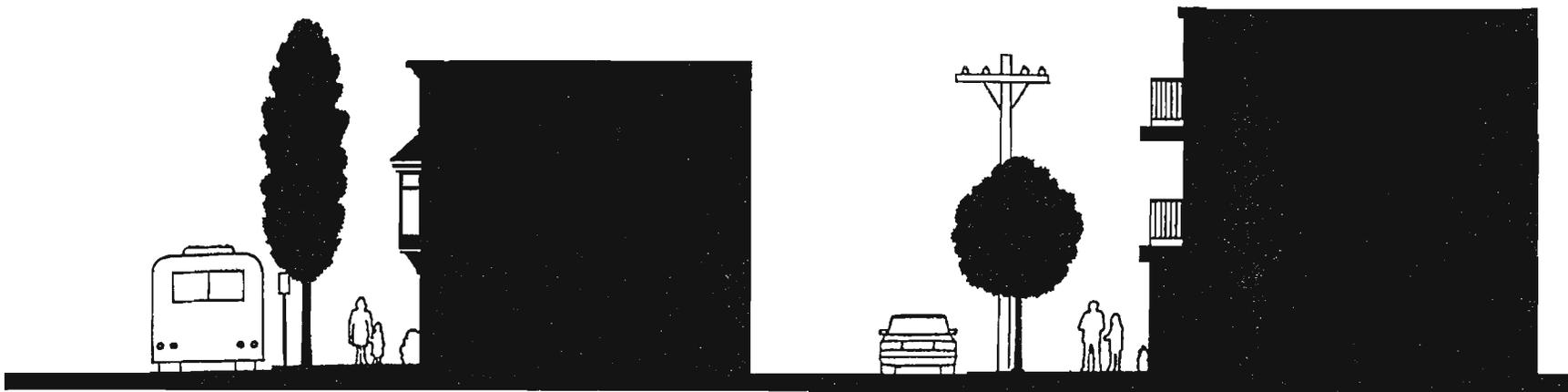


Trees for Constrained Areas

Areas with limited space for trees should use trees that have an upright fastigiata growth pattern. Urban spaces with buildings planned at the sidewalk edge and other constrained areas should have trees with a mature width of 15 feet to 20 feet. Where possible, wider canopy trees should be mixed with the upright trees in order to increase the overall percentage of canopy cover.

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- The section below shows a tall narrow tree in a tight urban condition. This condition is representative of the type of condition proposed for the Bonney Lake Downtown Plan.
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Large Canopy Trees

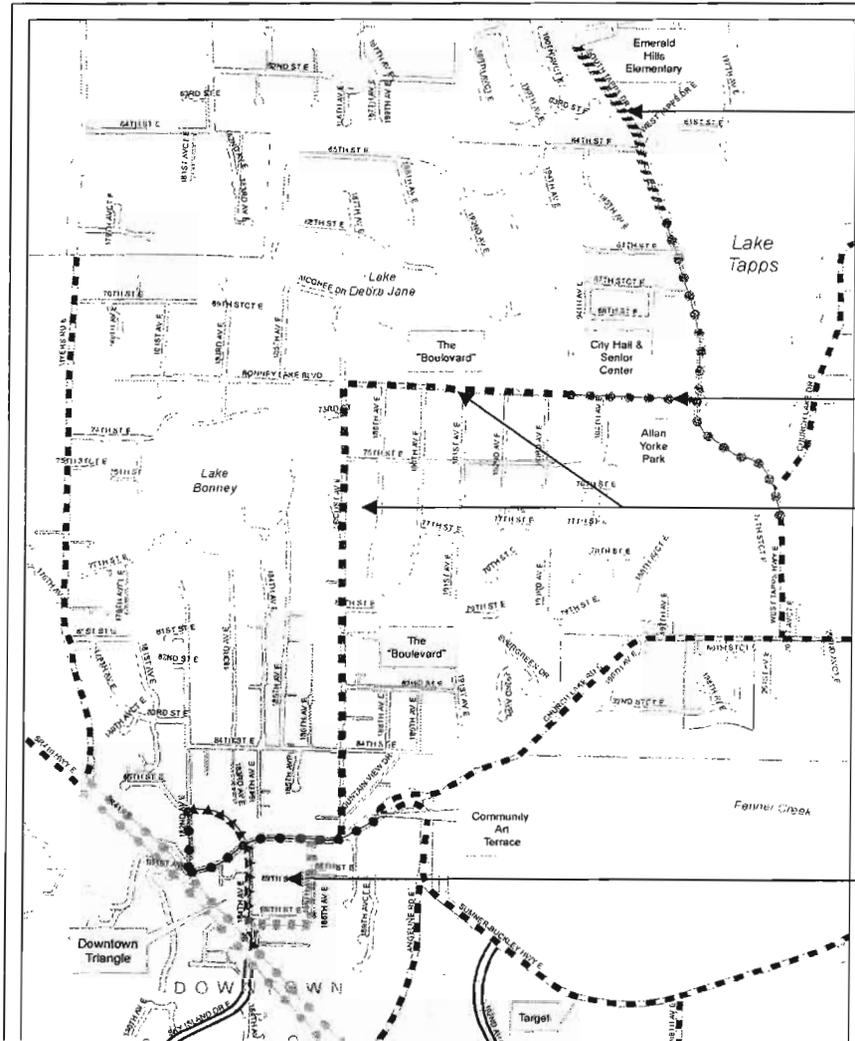
Large Canopy Trees are very effective at removing the maximum amount of CO₂ from the urban environment. Therefore, where possible it is recommended to plant trees with the widest canopy possible. When the city is able to provide guidance to shape the adjacent architecture, it is important to consider alternatives that would allow for larger canopy trees. The example below shows a tall tree with a mature height over 60 feet that is wide with a mature width of 50 feet. Accommodations are made for the mature canopy by utilizing a 20 foot sidewalk and stepping the building back away from the street at the second floor.



West Bonney Lake—Specific Locations for Projects

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Traffic Calming at Emerald Hills Elementary

Traffic Calming at Alan Yorke Park

“The Boulevard” Enhance Plantings along Bonney Lake Boulevard and Locust Avenue East

Support Development Efforts of the “Downtown” Master Plan

Midtown—Specific Locations for Projects

27

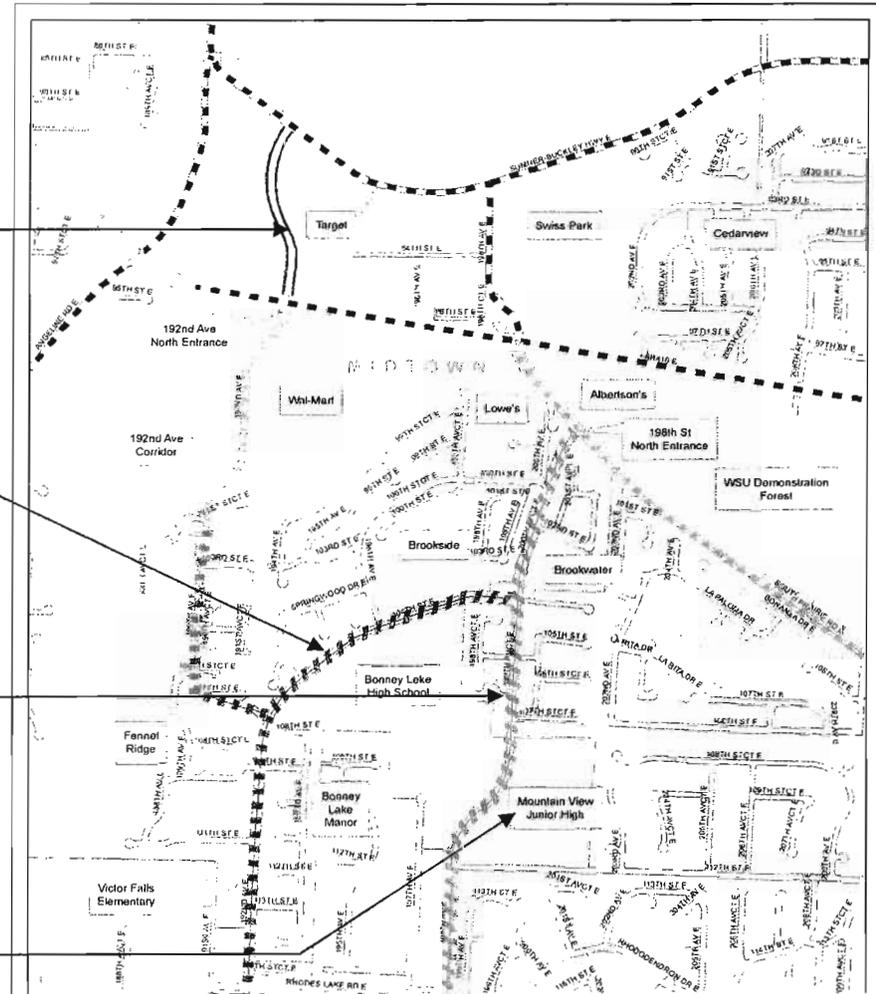
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192nd Ave E Corridor / New North / South Connector

Traffic Calming at Bonney Lake High School

198th Ave E Corridor

(Future) Traffic Calming at Mountain View Junior High School



West Bonney Lake includes the Boulevard, Downtown, and areas for traffic calming near parks and schools.

Enhance North—South Connections: The Boulevard

When Bonney Lake was first established, the first Mayor, Ken Simmons, envisioned Bonney Lake Boulevard as “Main Street” and the land at the terminus of Bonney Lake Boulevard at Lake Tapps as the commercial center and downtown of Bonney Lake. Like many developing cities of the time, these original plans were bypassed by the establishment of SR 410 and the location of early commercial activities at the intersection with Sumner Buckley Highway.

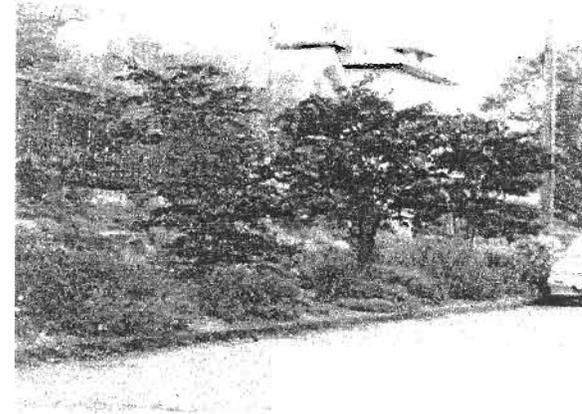
Create a “Boulevard” from Sumner Buckley Highway along Locust Avenue to Bonney Lake Boulevard from Dairy Queen to Allan Yorke Park. Consider limitations of adjacent residential private ownership, overhead electric lines, and narrow rights-of-way widths. The area is in what is referred to as “Old Town” Bonney Lake. Generally there are very few areas in old town that have the potential for street tree improvements.

Bonney Lake Boulevard and Locust Avenue are both classified as Collector streets with a

sidewalk on one side and a posted speed of 25 mph. Traffic along Locust Avenue travels more quickly than residents prefer. The roadway is straight and slightly hilly with views of Lake Tapps seen from Bonney Lake Boulevard. A school exists nearby Locust Avenue with a safety speed limit of 20 mph.

Land use is primarily single family residential except along Sumner—Buckley Highway and one multi-family housing project at the south end of Locust Ave. The non-residential areas have street trees in place, and Sumner-Buckley has plans for a future sidewalk along the north side of the street.

The predominant single family land use and narrow road right of way makes achieving a continuous uniform street tree design a challenge. Other cities such as Everett and Olympia have achieved success through partnerships between citizens interested in planting and maintaining trees in rights of ways fronting their properties and city staff to support and organize these efforts. These partner



Active partnerships with residential neighbors can help beautify key corridors of the city.

ships take the form of maintenance agreements. The Olympia “Neighbor Woods” program works with individuals and groups to plant trees in the residential areas of the city. Trees are grown in a “City Tree Nursery” that is maintained with assistance of horticulture students. Prior to tree planting, applicants are required to attend a training workshop. This workshop teaches applicants how to plant and care for trees. Once trained staff meets with every property owner to evaluate their potential planting sites to ensure the right tree is chosen.

Enhance North—South Connections: New Corridors—192nd Ave E and 198th Ave E

192nd Ave E Corridor / New North / South Connector

Develop a Street Tree Plan for SE 192nd Avenue, which would be instituted in phases. This high priority grant funded project may provide opportunity for a wider than usual Right-of-Way.

192nd Ave E improvements are in the following areas:

- A. Existing ROW from SR 410 E to 101 St Ct E Aging Public Road ROW – Width Varies
- B. New ROW from 101st St Ct E to 104th St E Existing private and incomplete road ROW; may provide opportunity for a wide Right – of – Way, which could accommodate large-scale plantings
- C. 192nd Av E from Bonney Lake HS to Rhodes Lake Rd E Older Public Road with 60' ROW width
- D. Create an entry feature at the south entrance to Bonney Lake

B. Create connections to the adjacent commercial center which contains Wal Mart and Starbucks.

C. Potential to integrate the SEA Street concept on both sides of the street. T

D. The Right-of-Way is widest where the roadway meets Rhodes Lake Road.

198th Ave E Corridor

198th Ave E Corridor connection passes through areas under Pierce County jurisdiction as well as city jurisdiction. Pierce County standards have become more urban since many roads in Bonney Lake were originally constructed, but they will not likely include street trees. Pierce County also advocates a wider than typical clear zone as it pertains to tree placement.

According to Pierce County Public Work, Vegetation in the Right-of-Way should be 12' away from the curb line. Roadway trash and roots are a concern. At this time the roadway improvement would likely have curb, gutter and sidewalk, which is a change from previous times. Pierce County does not provide street trees, but relies on developers to form an agreement. It is thought that Cascadia may partner with Pierce County to consider providing trees along the 198th Ave E Corridor.



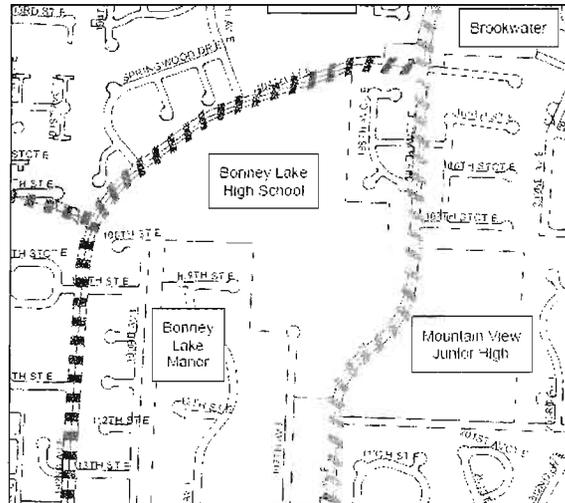
Calm Traffic in Specific Areas: Schools, Allan Yorke Park, Sky Island Drive

Address the issue of control of speed in safety areas through the use of well-placed street trees directly adjacent to roadways at 20 mile per hour zones. Supplement “Safe Pathways to Schools” program through well placed vegetation

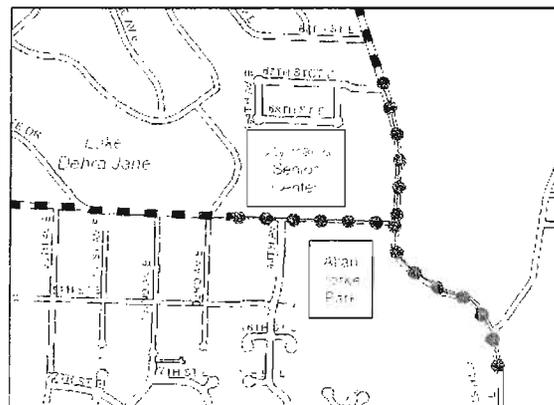
- Research trends in traffic calming through tree placement
- Comprehensive Plan policy revisions to design with safety in mind The concept to slow traffic fronting Allan Yorke Park and at the three way stop adjacent to the park is to fill in plantings along Bonney Lake Boulevard, and provide a raised center median with small to medium height trees approaching the lake.

Sky Island Drive

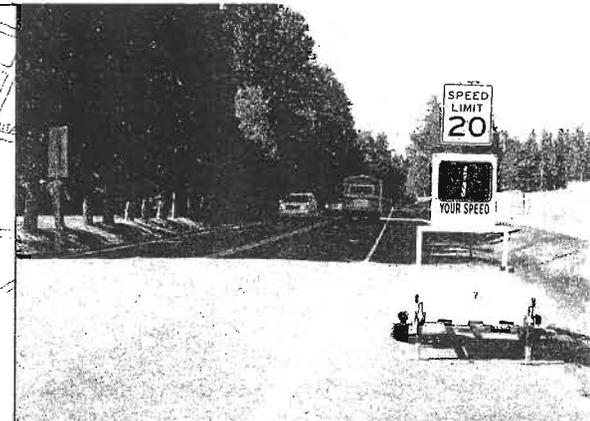
It is difficult to slow traffic as vehicles travel downhill at the south end of Sky Island Drive where it approaches Rhodes Lake Road East in part because the landscape is wide open. This concept proposes adding street trees to slo traffic down. It will be important to protect the views to the west.



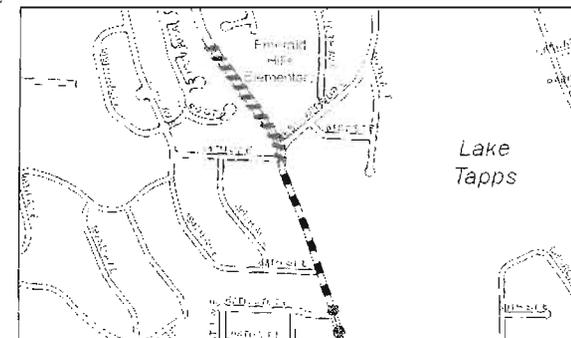
Bonney Lake High School and Mountain View Junior High School



Allan Yorke Park



Emerald Hills Elementary Traffic Calming



Emerald Hills Elementary

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Support the Development of SubArea and Master Plans: Downtown Master Plan and Easttown Subarea Plan

Downtown Plan

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Reinforce downtown planning efforts with Urban style street trees and supporting hardware (tree grates, and tree protectors) and softscape (drought tolerant and native shrubs and groundcover). Create a refined, well-maintained native but urban streetscape appearance. Develop landscape guidelines that would help ensure the development of a more attractive downtown district. Work within standard downtown 10' wide sidewalk area. In keeping with the Traditional Neighborhood feel of the proposed downtown, a classic canopy cover of Elms, Maples and Oak has been selected for downtown.

copy cover of Elms, Maples and Oak has been selected for downtown.

- Elm—Seek advice of arborist prior to planting Elms to verify species as only certain species are resistant to Dutch Elm Disease.
- Oak—Although Oaks are an excellent street tree and many cities continue to plant them, there is a fungus that is known to strike the Pin Oak and Red Oak called *Phytophthora ramorum* which causes Sudden Oak Death. This plan recommends planting a small proportion of Oak Trees.

- Maple—There are many Maples that are currently planted in Bonney Lake. The native Douglas Maple is planted along the south edge of SR 410. Wide canopy Oak Trees are recommended where possible for the downtown area.



Easttown

Once Bonney Lake grew to over 10,000 in population, the City took over many of the maintenance activities on SR 410. Design within the context of Easttown neighborhood plan. Midtown retail, and compact urban style Downtown plan. Create an entry feature at the east edge of the city. Improvements along SR 410 from 213th to 234th. Medians will be planted first by the City. Rights-of-Way will be planted in conjunction with development.



The Easttown subarea provides a great opportunity to visibly implement the Street Tree Master Plan. The median plantings along SR 410 will be among the first area to receive street tree treatment. Later as development occurs the SR 410 frontage and arterials will also receive street trees. Recommended trees have been selected for their variability in color and seasonal interest.



Order of Magnitude Cost Development by Geographic Region

| area | lin ft | both sides | factor (4) | 30' o.c. (3) | trees | grates (2) | Subtotal | Subtotals by Project |
|---------------------------------------|--------|------------|------------|--------------|-----------|------------|------------------|----------------------|
| PLANNING LEVEL TOTAL COST | | | | | | | \$872,910 | |
| DOWNTOWN | | | | | | | | |
| Downtown 184th northward | 750 | 1500 | 1350 | 45 | \$11,250 | \$76,500 | \$87,750 | |
| Downtown Main Street Summer | | | | | | | | |
| Buckley to SR 410 | 1150 | 2300 | 2070 | 69 | \$17,250 | \$117,300 | \$134,550 | |
| SR 410 through Downtown 186th Ave | 4820 | no | 4338 | 145 | \$36,150 | | \$36,150 | |
| | 1800 | 3600 | 3240 | 108 | \$27,000 | | \$27,000 | |
| Downtown Subtotals: | | | | 367 | | | | 285450 |
| MIDTOWN | | | | | | | | |
| 192nd Alignment | 2460 | 4920 | 4428 | 148 | \$36,900 | | \$36,900 | |
| 192nd Entrance | 2425 | 4850 | 4365 | 146 | \$36,375 | | \$36,375 | 73275 |
| 198th Entrance (5) | 3690 | 7380 | 6642 | 221 | \$55,350 | | \$55,350 | 55350 |
| Midtown Subtotals: | | | | 515 | | | | 128625 |
| EASTOWN | | | | | | | | |
| SR 410 | 6930 | 13860 | 12474 | 416 | \$103,950 | | \$103,950 | |
| SR 410 Median Trees (60% of lin. Ft.) | 6930 | N/A | 4158 | 139 | \$34,650 | | \$34,650 | |
| New Arterial west of 214th Ave | 1500 | 3000 | 2700 | 90 | \$22,500 | | \$22,500 | |
| 219th Ave | 2760 | 5520 | 4968 | 166 | \$41,400 | | \$41,400 | |
| 221st Ave | 1650 | 3300 | 2970 | 99 | \$24,750 | | \$24,750 | |
| 224th Ave | 2930 | 5860 | 5274 | 176 | \$43,950 | | \$43,950 | |
| 225th Ave Ct | 910 | 1820 | 1638 | 55 | \$13,650 | | \$13,650 | |
| 226th Ave Ct | 500 | 1000 | 900 | 30 | \$7,500 | | \$7,500 | |
| 229th Ave | 1750 | 3500 | 3150 | 105 | \$26,250 | | \$26,250 | |
| Eastown Subtotals: | | | | 1274 | | | | \$318,600 |

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Cost Development, Continued

| area | lin ft | both sides | 90% factor (4) | # Trees 30' o.c. (3) | trees | tree grates (2) | Subtotal | Subtotals by Project |
|--------------------------------------|--------|------------|----------------|------------------------|----------|-----------------|----------|----------------------|
| TRAFFIC CALMING: | | | | | | | | |
| Sky Island Drive - various locations | 2000 | 4000 | 3600 | 120 | \$30,000 | | \$30,000 | |
| Allan Yorke Park (3 "spurs") (6) | 3000 | 6000 | 5400 | 180 | \$45,000 | | \$45,000 | |
| Emerald Hills Elementary (6) | 1000 | 2000 | 1800 | 60 | \$15,000 | | \$15,000 | |
| Mt. View Junior High | 1660 | 3320 | 2988 | 100 | \$24,900 | | \$24,900 | |
| Bonney Lake High School (6) | 3378 | no | 3040 | 101 | \$25,335 | | \$25,335 | |
| Cedar View Park | 500 | no | 450 | 15 | \$3,750 | | \$3,750 | |
| | | | | 576 | | | | \$143,985 |
| | | | | Total number of trees: | 2731 | | | |

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Footnotes:

1. Installed tree cost averages \$250 each
2. Installed tree grates cost \$1,700 each. This cost includes all support framing and hardware.
3. Tree spacing is assumed to be 30 feet on center.
4. Calculated linear foot is 90% of potential planting area except Eastown Medians which is calculated at 60%.
This figure is assumed to exclude driveways, narrow areas, and other locations not suitable for street trees.
5. 198th Avenue areas outside city limits have been excluded.
6. At the time of this study, work has begun on Allan Yorke Park, Emerald Hills Elementary, and Cedar View.

Investment Timeline by Priority

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| Street Tree Investment Timeline | | | | | | |
|---|--|--------------------------------------|--------------------|--|---|---|
| Description of Work | Tree Planting One Time Cost by Project | Tree Planting One Time Cost by Phase | Annual Maintenance | Three Years Maintenance to Establish Trees (7) | Total Cost by Phase - Tree Planting and Establishment | Annual Maintenance Cost after Establishment |
| Phase 1 Eastown 410 and north - south arterials | \$318,600 | \$348,600 | \$44,604 | \$146,412 | \$495,012 | \$15,334 |
| Traffic Calming Sky Island Drive - Various Locations | \$30,000 | | \$4,200 | | | |
| Phase 2 Midtown 192nd re-alignment | \$73,275 | \$98,610 | \$10,259 | \$41,416 | \$140,026 | \$4,345 |
| Traffic Calming Bonney Lake High School | \$25,335 | | \$3,547 | | | |
| Phase 3 Downtown: The "Triangle" formed by Sumner Buckley, SR | \$285,450 | \$300,450 | \$12,831 | \$44,793 | \$345,243 | \$4,037 |
| Traffic Calming at Emerald Hills Elementary | \$15,000 | | \$2,100 | | | |
| Phase 4 Midtown 198th re-alignment | \$55,350 | \$80,250 | \$7,749 | \$33,705 | \$113,955 | \$3,531 |
| Traffic Calming Mountain View Junior High | \$24,900 | | \$3,486 | | | |
| Phase 5 Traffic Calming Allan Yorke Park | \$45,000 | \$45,000 | \$6,300 | \$18,900 | \$63,900 | \$1,980 |
| Total Maintenance and Installation Cost for Full Project | | | | | \$1,158,136 | |
| Footnote: (7) After the first three years of tree establishment, annual maintenance costs be \$11 per tree, which is equivalent to roughly 1/3 of the \$35 annual maintenance cost for establishment per tree. | | | | | | |

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Opportunities for New Programs

Many cities have experienced success with innovative programs to implement streetscape strategies. The following strategies are recommended for use by the City of Bonney Lake:

discount voucher program

SF residences can select and purchase trees from a local nursery at a discount. Education of property owners on proper tree planting and maintenance. Potential for cooperative funding with utilities. (Seattle – Seattle Releaf discount voucher program)

Traffic circles (public works and residential property owner plant and maintenance

Free and simple grant projects

Heritage Trees (can be privately owned)

development of a “Street Tree Arboretum” where native plants can be tested for their viability as street trees.

Other issues include ownership and maintenance or plantings within the Rights – of – Ways in single family residential areas, low impact design opportunity project locations, drought tolerant demonstrations, and the creation of wide boulevards.



References

1. Local Government Commission. Sacramento, CA, 1999
- 38 2. Wolfe, Ph.D., Kathy. *Fact Sheets*
 - 1,2,3,4,5,7,8,9,10, Center for Urban
 - Horticulture, College of Forest Resources,
 - University of Washington, 1998 -2000
3. WSDOT Urban Street Tree Briefing Paper 7/2006.